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**CONDITIONS OF THE SELECTION OF INVESTORS**   
**FOR THE PUBLIC AND PRIVATE PARTNERSHIP** **PROJECT   
“DEVELOPMENT OF MILITARY TOWN INFRASTRUCTURE IN KLAIPĖDA DISTRICT, KAIRIAI” IMPLEMENTATION**   
**BY COMPETITIVE DIALOGUE  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[DATE],

*[Place]*

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**I. INFORMATION ABOUT THE PROJECT UNDER IMPLEMENTATION**

1. BRIEF DESCRIPTION OF THE PROJECT AND THE AREA WHERE THE PROJECT IS IMPLEMENTED

The project is implemented by the Public entity, following the resolution of the Government of the Republic of Lithuania No. 1086 of December 11, 2024, “On the public and private sector partnership project 'Creation of military town infrastructure in Kairiai, Klaipėda district'“. The project aims to increase the combat capabilities of the Republic of Lithuania to protect and defend the sovereignty, territorial integrity, and unity of the Republic of Lithuania, as well as to contribute to ensuring international security and stability.

The project under implementation is assigned to the field of national defence activities.

In implementing the Project through the PPP method, the aim is to select an Investor in the manner specified in the Conditions, who will have to establish a Private entity for the implementation of the Project before signing the Contract (if the special purpose company was not established before the procedure of the Competitive Dialogue). The Private entity will be entrusted with the execution of Works and the provision of Services.

2. THE PROJECT IMPLEMENTATION CONTEXT, NEED, AND ITS IMPORTANCE

Considering the planned increase in the volume of public services, the existing infrastructure will be insufficient to provide the required volume of services under maximum load.

The implementation of the project is foreseen in the state's strategic planning documents: in the Program for Strengthening and Development of the National Defence System approved by the resolution of the Seimas of the Republic of Lithuania No. XIV-2505 of March 21, 2024. Attention to the development of the Kairiai military training ground infrastructure is also given and appropriations are planned in the most important strategic planning documents of the national defence system: in the priority lists of the national defence system needs for the 2025-2034 planning cycle, in the national defence system planning guides (for the 2024-2033 / 2025-2034 planning cycles) and in the strategic activity plans of the Minister of National Defence of the Republic of Lithuania for 2023-2025 / 2024-2026.

The demand for the Object's infrastructure consists of 1526 soldiers and 122 employees.

The Project addresses the problem of infrastructure unavailability (shortage) to ensure the permanent deployment needs of the Motorized Infantry Brigade “Žemaitija” of the Land Forces, the Dragoon Battalion of the Grand Duke of Lithuania Butigeidis, and the Logistics Board Depots of the Lithuanian Armed Forces.

3. OBJECTIVES OF THE PROJECT IMPLEMENTATION

The objective of the Project is to increase the availability of infrastructure to ensure the functions of the Motorized Infantry Brigade “Žemaitija” of the Land Forces, the Dragoon Battalion of the Grand Duke of Lithuania Butigeidis, and the Logistics Board Depots of the Lithuanian Armed Forces deployed in the Klaipėda region.

4. MAIN CONDITIONS FOR PROJECT IMPLEMENTATION

4.1. DURATION OF THE CONTRACT

The duration of the Contract is up to 15 years from the full entry into force of the Contract.

4.2. OBJECT OF THE COMPETITIVE DIALOGUE

For the implementation of the Project, the Public entity seeks to select an Investor whose established Private entity will ensure the following results:

* Designed, built, and appropriately equipped Object infrastructure, which will consist of administrative buildings, barracks, a canteen, a club, an indoor sports complex, an outdoor sports ground, stadiums, garages, sheds, a gas station, a car wash, repair workshops, warehouses, sheds, parking spaces, internal roads, parade grounds, technical park area, pedestrian paths, a helicopter pad, an antenna field, engineering networks, and other infrastructure specified in the Specifications.
* Optimal maintenance of the newly created infrastructure during the Contract period by transferring the maintenance of the new infrastructure and the provision of other Services to the Private entity.

4.3. ASSETS TRANSFERRED TO THE PRIVATE ENTITY

The Public entity or the National Land Service under the Ministry of Agriculture of the Republic of Lithuania will transfer to the Private entity as a construction site:

* Parts of land plots owned by the Republic of Lithuania:
  + A plot with a unique number 5552-0001-0037, located at Klaipėda district, Priekulė area, Kairiai village, managed by the Public entity under the right of trust.
  + The current situation of the plot:
    - Area – total area 281.8273 ha, only part of the plot will be transferred to the Private entity, not the entire plot;
    - Usage – for national defence purposes;
    - Permissible building height – not specified;
    - Building density – not specified;
    - Building intensity – not specified;
    - Restrictions – servitudes, cultural heritage area, special land use conditions apply.
  + A plot with a unique number 4400-5816-0384, located at Klaipėda district, Priekulė area, Kairiai village, managed by the Public entity under the right of trust.
  + The current situation of the plot:
    - Area – total area 198.4832 ha, only part of the plot will be transferred to the Private entity, not the entire plot;
    - Usage – economic forest plots (the purpose will be changed to national defence purposes before signing the PPP contract);
    - Permissible building height – not specified;
    - Building density – not specified;
    - Building intensity – not specified;
    - Restrictions – special land use conditions apply.

The Public entity will lease part of the land plots (about 70 hectares in total) to the Private entity for the duration of the Works to perform the actions necessary for the creation of the Object.

4.4. OWNERSHIP RIGHTS REGARDING THE ASSETS

The Object will belong to the Republic of Lithuania during the validity period of the Contract (and after the Contract expires). The management and/or usage rights of the Object are specified in Section VI of the Contract.

4.5. RISK DISTRIBUTION BETWEEN THE PUBLIC ENTITY AND THE PRIVATE ENTITY

The type of risk assigned to each Contracting Party is indicated in the risk distribution matrix attached to the Contract (Annex No. 4 *Risk Distribution Matrix*). The general principle on which the risks are distributed is that the risk is assigned to the Contracting Party that can manage the respective risk at the lowest cost. The majority of the Project implementation risks are transferred to the Private entity. The Private entity, among other things, assume the risks of the suitability and availability of the Works and Services. The detailed distribution of risks between the parties can be adjusted during the Competitive Dialogue, taking into account which party can manage the risk at the lowest cost, but without violating the legal requirements for the Private entity to assume all or most of the risks related to the activities transferred to the Private entity and the corresponding rights and obligations.

4.6. FINANCING OF THE PROJECT IMPLEMENTATION

The Private entity will finance the creation and operation of the Object during the implementation period of the Contract with its own or borrowed funds. The remuneration for the implementation of the Project to the Private entity is planned to be paid from the funds of the Public entity in accordance with the law.

4.7. STRUCTURE OF PAYMENTS FOR THE IMPLEMENTATION OF THE PROJECT

The structure of payments for the implementation of the Project is detailed in Section IX “Payments” of the Contract and in Annex 3 “Payment and Settlement Procedure” of the Contract.

4.8. DEADLINE FOR THE EXECUTION OF WORKS AND REQUIREMENTS

The planned duration of investment in the Object is up to 3 (three) years, during which the Object must be created and prepared for the proper provision of Services.

4.9. TERMS, REQUIREMENTS, AND METHODS OF SERVICE PROVISION

Services in the Object are provided after the completion of the Works and the creation of the Object. The planned duration of Service provision in the Object is up to 12 (twelve) years. The requirements for Service provision and the methods of Service provision are described in the Specifications. The detailed duration of Service provision is described in Clause 13 of the Conditions.

4.10. POSSIBILITIES OF ENGAGING AND CHANGING SUBCONTRACTORS

Economic entities are not restricted from engaging Subcontractors, who can be engaged in the manner specified in the Conditions. When submitting a Solution or Proposal, Participants must disclose the Subcontractors engaged in the implementation of the Project in the manner specified in the Conditions.

4.11. REQUIRED INSURANCES

A comprehensive list of insurance contracts that must be concluded before the full entry into force of the Contract or during its validity is provided in Annex 5 “List of Mandatory Insurance Contracts” of the Contract.

4.12. MINIMUM REQUIREMENTS FOR THE SUPERVISION AND MONITORING OF THE OBJECT AND CONTRACT IMPLEMENTATION

The requirements for the supervision and monitoring of the Object are provided in the Specifications.

4.13. PRINCIPLES OF LIABILITY OF THE PARTIES

The principles of liability of the parties are described in detail in Section XVII “Liability of the Parties” of the Contract.

4.14. SECURING THE CLAIMS OF THE PARTIES AND THIRD PARTIES

In implementing the Project, the Private entity have the right to use the following measures to secure the claims of the Contracting Parties and third parties. The conditions and procedures for the use of these measures are described in the Contract. If there is a justified need, the list of such measures may be supplemented with the approval of the Public entity:

* Pledge of the right to the PPP fee;
* Pledge of the shares of the Private entity.

The claims of the Public entity will be secured by the following measures. The conditions and procedures for the use of these measures are described in the Conditions and the Contract:

* Ensuring the validity of the Proposal;
* Investor's guarantee;
* Performance guarantee provided in accordance with the requirements of the Contract.

4.15. RETURN OF ASSETS UPON TERMINATION OF THE CONTRACT

Upon the expiration or early termination of the Contract, the Object transferred to the Private entity must be returned to the Public entity in the manner specified in the Contract without the Private entity retaining any rights to it. The returned Object must meet the quantitative and qualitative requirements and indicators specified in the Specifications and the Proposal, taking into account normal wear and tear.

4.16. IMPLEMENTATION INDICATORS

The physical implementation indicators to be achieved are described in the Specifications.

**5. GENERAL PROVISIONS**

**1. PUBLIC ENTITY**

5. The project is implemented by the Ministry of National Defence of the Republic of Lithuania, legal entity code: 188602751, address: Totorių str. 25, LT-01121 Vilnius, tel.: +370 706 70 750 (hereinafter referred to as the Public entity). The Public entity is a state budgetary institution whose purpose is to formulate and implement Lithuania's defence policy by preparing armed forces capable of independently and together with allies ensuring the sovereignty, territorial integrity, and security of the citizens of the Republic of Lithuania, as well as contributing to global and regional stability. According to the Public entity's regulations, approved by the Government of the Republic of Lithuania on July 23, 1998, by resolution No. 924 (together with subsequent amendments), the main objectives of the Public entity's activities are:

1. To formulate defence policy, military standardization policy, and organize, coordinate, and control their implementation;
2. To formulate international cooperation policy in the field of defence, including participation in international military operations, and in the field of cybersecurity, and to organize, coordinate, and control its implementation;
3. To ensure the performance of state defence, military, and other national defence functions in peacetime and wartime;
4. To formulate the policy for the development and security of electronic communications and information systems used for national security and defence interests, the policy for the protection of classified information, the cybersecurity policy, the policy for the security of state information resources, and to organize, coordinate, and control their implementation.

6. The Public entity implements the Project based on the rights granted to it by the Government of the Republic of Lithuania on December 11, 2024, by resolution No. 1086 “On the public and private sector partnership project 'Creation of military town infrastructure in Kairiai, Klaipėda district'“.

7. The contact person of the Public entity for information about the conditions and procedures of the competitive dialogue is Capt. Ernestas Gaudutis, Chief Specialist of the Logistics Department of Ministry of National Defence of the Republic of Lithuania, Email: ernestas.gaudutis@kam.lt, Phone: +370 (659) 28 743.

**2. NEEDS AND OBJECTIVES OF THE PUBLIC ENTITY**

8. The Public entity seeks to select an Investor. Private entity established by the Investor will become a party to the Contract and carry out the activities specified therein, will implement the Project. For this purpose, the Public entity will sign a Contract with the Private entity established by the Investor.

9. The Public entity aims for the Project to be:

9.1. Implemented efficiently, with high quality, in compliance with all legal requirements, and based on good business practices;

* 1. Ensuring the achievement of its objectives as specified in Clause 3 of the Conditions;
     1. A description of the Project and the requirements for its implementation are provided in Annex 2 “*Technical* *Specifications*” of the Conditions.
     2. The maximum duration of the Contract implementation is up to 15 years from the date of full entry into force of the Contract. The implementation of the Contract will consist of the following stages:
  2. Execution of Works –3 years. Only with the written consent of the Public entity, the Works may be completed earlier than the term specified in this clause;
  3. Provision of Services – up to 12 years. If the Works are completed in less than 3 years, the term of the Services is not extended, and the total term of the Contract is accordingly shortened.

1. Detailed requirements for the implementation of the Contract stages are specified in the Contract, taking into account the Participants' Proposals for the Project implementation.
2. The Project implementation will be financed from the budget of the Public entity.
3. The Project is not divided into parts and must be implemented in full within the terms specified in the Contract. Proposals for a separate part of the Project will be rejected by the Commission.

**3. ESSENTIAL REQUIREMENTS FOR PROJECT IMPLEMENTATION**

15. The dialogue will not be conducted regarding the criteria and procedure for evaluating of the Proposal and their comparative weights, as well as the following essential requirements for Project implementation, which cannot be changed:

15.1. Ownership rights regarding the Object, and Land plot issues upon the expiration of the Contract;

15.2. A longer Contract duration than 15 years.

**4. INFORMATION ABOUT INVESTOR SELECTION**

1. The Investor is selected through a Competitive Dialogue. This method is regulated by Article 23 of the Law on public procurement in the field of defence and security (hereinafter referred to as VPGSĮ). The competitive dialogue was chosen considering that due to specific circumstances related to the nature, complexity, legal and financial nature, and associated risks of the Services and Works, the Contract cannot be concluded without conducting a dialogue, and moreover, the Public entity cannot precisely define the technical specifications of the purchased Object.
2. This Competitive Dialogue was not announced in advance.
3. Only suppliers registered in the CVP IS can participate in the competitive dialogue and submit an Application, Solution, and Proposal in the manner specified in Annex 3 “*Submission of Applications*” of the Conditions.
4. The competitive dialogue is conducted by the Commission. All meetings of the Commission are recorded, and audio recordings may be made. To consult the Commission on issues requiring special knowledge or to evaluate them, the Public entity has the right to invite experts in the legal, technical, and financial fields. Experts must also sign confidentiality commitments and impartiality declarations. Observers may be invited to the Commission's meetings as specified in Article 10, Part 4 of the VPGSĮ.
5. The competitive dialogue is guided by the principles of equality, non-discrimination, mutual recognition, transparency, proportionality, and rational use of funds, the Investment Law, the VPGSĮ, the Civil Code of the Republic of Lithuania, and these Conditions, as well as the requirements of European Union legal acts.
6. The same requirements apply to all economic entities / Candidates / Participants, equal opportunities are provided, and, as far as possible, considering the confidentiality of the information provided by economic entities / Candidates / Participants, the same information is provided. The Terms and Conditions are presented in Lithuanian and English. In case of any ambiguities, the original and correct text of the Terms and Conditions in Lithuanian shall prevail. All correspondence during the competitive dialogue will be conducted only in Lithuanian.
7. The Commission may clarify the Conditions in accordance with Articles 23 and 25 of the LPPDSS and change the Specifications, the draft Contract, the FAM, and other conditions that are the subject of the dialogue during the dialogue. The Commission has the right to terminate the Competitive Dialogue procedures on its own initiative if circumstances arise that could not have been foreseen or if there are significant errors in the Conditions that make the Competitive Dialogue procedures pointless, or if, after conducting them, an Object that does not meet the needs of the Public entity would be acquired, and must do so if the principles established in Article 6, Part 1 of the LPPDSS have been violated and the corresponding situation cannot be corrected, following the LPPDSS and the Rules for the Preparation and Implementation of Public and Private Sector Partnership Projects, approved by the Government of the Republic of Lithuania on November 11, 2009, by resolution No. 1480 “On Public and Private Sector Partnership”.
8. Any information, explanations of the Conditions, notifications, or other communication and correspondence between the Commission and interested economic entities / Candidates / Participants are carried out only through the CVP IS communication tools, except for the exceptions set out in Annex 27 “*Dispute Resolution Procedure*” to the Terms and Conditions. The Commission has the right to conduct the dialogue in person and/or via teleconference or other remote means, informing the Participants invited to the dialogue in advance about the exact methods and procedures for joining the dialogue.

**5. EXPLANATION AND CLARIFICATION OF CONDITIONS**

1. If there are any questions regarding this Competitive Dialogue or its Conditions, or if their explanation or clarification is required, interested entities can submit Requests to the Commission in the manner specified in Annex 3 “*Submission of Applications*” of the Conditions. Answers to Requests will be provided in the manner specified in Annex 3 “*Submission of Applications*” of the Conditions and will be considered an integral part of the Conditions.
2. The Commission will provide an answer to a Request that may affect all economic entities / Candidates / Participants to all economic entities / Candidates / Participants at the same time, but will ensure the protection of confidential information and will not disclose information about the economic entity/Candidate/Participant who submitted the Request.
3. The Commission may provide explanations or clarifications to all economic entities / Candidates / Participants on its own initiative in the manner specified in Annex 3 “*Submission of Applications*” of the Conditions.
4. The Commission may also hold meetings with each economic entity/Candidate/Participant to explain the Conditions. Each economic entity/Candidate/Participant will be informed separately about the time and date of such meetings. If meetings are organized separately with each economic entity/Candidate/Participant, the minutes of each such meeting, which will record all questions asked by the economic entity/Candidate/Participant and the answers to them, will be published publicly on the CVP IS, but without disclosing the identity of the economic entity/Candidate/Participant who participated in the meeting and ensuring the protection of its confidential information. Economic entities / Candidates / Participants can also submit questions for the meeting in advance through the CVP IS communication tools. If necessary, additional meetings may be organized. If the Commission organizes joint meetings with all economic entities / Candidates / Participants, such meetings will be recorded. Information about the meeting with economic entities / Candidates / Participants, as well as all questions asked and answers to them during this meeting, without disclosing the identity of the economic entity/Candidate/Participant who asked the question, will be published on the CVP IS.

**6. PROCEDURE FOR PROTECTING VIOLATED RIGHTS**

1. An economic entity/Candidate/Participant who believes that the Commission or the Public entity does not comply with the requirements of the LPPDSS and thereby violates the legitimate interests of this economic entity/Candidate/Participant has the right to use the legal remedies specified in Annex 27 “*Dispute Resolution Procedure*” of the Conditions.

**III. IMPLEMENTING COMPETITIVE DIALOGUE**

**1. PROGRESS AND INDICATIVE SCHEDULE OF COMPETITIVE DIALOGUE**

1. Below is the indicative schedule of Competitive Dialogue procedures. The deadlines in the schedule may change depending on the number of applications, Solutions, and Proposals received, the progress of the dialogue, requests from economic entities, Candidates, or Participants, claims, the need to clarify the Conditions or their Annexes, etc. The deadlines may be extended for as long as the Commission needs to carry out the necessary procedures and as reasonably necessary for interested economic entities / Candidates / Participants to properly evaluate the information provided by the Public entity.
2. The extension of the deadline for submitting an application, Solution, or Proposal will be announced in the same way as the Conditions were announced and notified in the CVP IS. If necessary, other information provided in the announcement about the Competitive Dialogue will also be clarified.
3. The Commission will separately inform economic entities / Candidates / Participants about other dates and deadlines for individual actions:

| **Main Stages of Competitive Dialogue** | |  | **Period or Date** |
| --- | --- | --- | --- |
| Announcement of Competitive Dialogue and Acceptance of Candidates' Applications | | ← |  |
| ↓ | |  |  |
| Final Deadline for Submitting Requests Regarding Conditions Related to Application Submission | | ← | 8 Working days before the application submission deadline |
| ↓ | |  |  |
| Deadline for the Commission to Respond to Requests Regarding Conditions Related to Application Submission | | ← | Within 6 Working days from receiving the Request |
| ↓ | |  |  |
| Final Deadline for the Commission to Provide Explanations Regarding Conditions Related to Application Submission | | ← | 6 (six) days before the application submission deadline |
| ↓ | |  |  |
| Deadline for Submitting Applications | | ← | Indicated in the Announcement on Competitive Dialogue |
| ↓ | |  |  |
| Qualification Assessment and Selection of Candidates | | ← | It is estimated that the evaluation and selection will take no more than 45 (forty five) days from the application submission deadline. At this stage, the competent authorities will conduct a credibility assessment of the Candidates. |
| ↓ | |  |  |
| Notification of Qualification Check and Selection Results, Invitation to Submit a Solution | | ← | Within 3 (three) working days from the date of Qualification Check and/or Qualification Selection |
| ↓ | |  |  |
| Final Deadline for Candidates to Submit Requests Regarding Conditions Related to Solution Submission | | ← | 8 (eight) Working days before the Solution submission deadline |
| ↓ | |  |  |
| Deadline for the Commission to Respond to Requests Regarding Conditions Related to Solution Submission | | ← | Within 6 (six) Working days from receiving the Request |
| ↓ | |  |  |
| Final Deadline for the Commission to Provide Explanations Regarding Conditions Related to Solution Submission | | ← | 6 (six) days before the Solution submission deadline |
| ↓ | |  |  |
| Deadline for Submitting a Solution for Dialogue | | ← | The deadline will be indicated in the invitation to the dialogue. It is estimated to be 75 (seventy five) days from the date of invitation to submit the Solution |
| ↓ | |  |  |
| Evaluation of solutions | | ← | It is expected that the evaluation of the Solutions will last no more than 30 working days from the end of the deadline for the submission of the Solutions. |
| ↓ | |  |  |
| Candidates Whose Solution Meets the Conditions Are Invited to Participate in the Dialogue | | ← | No later than 1 (one) working day from the end of the Solution evaluation |
| ↓ | |  |  |
| Execution of the Technical Stage of the Dialogue | | ← | 50 (fifty) days |
| ↓ | |  |  |
| Execution of the Financial Stage of the Dialogue | | ← | 30 (thirty) days |
| ↓ | |  |  |
| Execution of the Legal Stage of the Dialogue | | ← | 40 (forty) days |
| ↓ | |  |  |
| If the Commission Sees the Need or Participants Request – Invitation to Submit Revised Solutions Based on Dialogue Results | | ← | No later than 1 working day from the submission of the revised Conditions to the Candidates, taking into account the results of the dialogue |
| ↓ | |  |  |
| Final Deadline for Candidates to Submit Requests Regarding Conditions Related to Revised Solution Submission | | ← | 8 (eight) Working days before the revised Solution submission deadline |
| ↓ | |  |  |
| Deadline for the Commission to Respond to Requests Regarding Conditions Related to Revised Solution Submission | | ← | Within 6 (six) Working days from receiving the Request |
| ↓ | |  |  |
| Final Deadline for the Commission to Provide Explanations Regarding Conditions Related to Revised Solution Submission | | ← | 6 (six) days before the revised Solution submission deadline |
| ↓ | |  |  |
| Final Deadline for Submitting Revised Solutions | | ← | The deadline will be indicated in the invitation to submit revised solutions based on the dialogue results. It is estimated to be 30 (thirty) days from the date of sending the invitations to submit revised solutions. |
| ↓ | |  |  |
| Invitation to Submit Proposals | | ← | Within 5 (five) working days from the end of the dialogue |
| ↓ | |  |  |
| Final Deadline for Participants to Submit Requests Regarding Conditions Related to Proposal Submission | | ← | 8 Working days before the Proposal submission deadline |
| ↓ | |  |  |
| Deadline for the Commission to Respond to Requests Regarding Conditions Related to Proposal Submission | | ← | Within 6 Working days from receiving the Request |
| ↓ | |  |  |
| Final Deadline for the Commission to Provide Explanations Regarding Conditions Related to Proposal Submission | | ← | 6 (six) days before the Proposal submission deadline |
| ↓ | |  |  |
| Deadline for Submitting Proposals | | ← | The deadline will be indicated in the invitation to submit the Proposal. It is estimated to be 50 (fifty) days from the date of the invitation to submit the Proposal |
| ↓ | |  |  |
| Evaluation of Proposals | | ← | It is estimated that the evaluation of Proposals will take no more than 30 (thirty) days from the Proposal submission deadline |
|  |  | |
| Evaluation of Potential Winner's Compliance with National Security Requirements | | ← | The Commission and the competent authorities will conduct a re-evaluation of the Participant ranked first in the Proposal queue (potential winner). |
| ↓ | |  |  |
| Notification of Proposal Evaluation Results, Established Proposal Order, Decision on Contract Conclusion, and Suspension Period, Invitation to Conclude the Contract | | ← | Immediately after the evaluation of Proposals, but no later than 3 (three) working days from the date of evaluation; a 10 (ten) day suspension period is expected, unless the Contract is invited to be concluded by the only interested Participant |
| ↓ | |  |  |
| Invitation to Conclude the Contract, Contract Conclusion | | ← | The invitation to conclude the Contract is provided within 3 (three) working days after the end of the suspension period (it is estimated that the actual conclusion of the Contract will take place no later than 30 (thirty) days from the date of sending the invitation to conclude the Contract) |

**2. APPLICATION SUBMISSION**

**ENTITIES ELIGIBLE TO SUBMIT AN APPLICATION**

1. An independent economic entity or a group of economic entities that can be a Candidate and meet the requirements set out in Annex *4 Qualification Requirements, Grounds for Exclusion, National Security Requirements* of the Conditions may submit an application to participate in the Competitive Dialogue. An economic entity that is not registered in a European Union or NATO member state cannot be a Candidate/Participant, Another loan provider, Subcontractor, Financier. or Equity investor. An economic entity submitting an application independently or as a member of a group of economic entities is not prohibited from being a Subcontractor of another economic entity (or another group of economic entities) or an economic entity on whose capacities another economic entity (or another group of economic entities) relies in this Competitive Dialogue, but this cannot result in prohibited agreements. Different economic entities submitting applications may use the same Subcontractors, but this cannot result in prohibited agreements. An economic entity, regardless of whether it participates in the Competitive Dialogue individually or as a member of a group of economic entities, may submit only one application. If an economic entity submits more than one application or participates in submitting more than one application as a member of a group of economic entities, all such applications will be rejected.
2. If a group of economic entities submits an application to participate in the Competitive Dialogue:
   1. The application must indicate the representative member and the contact person of the representative member. This person must be authorized to perform all necessary actions on behalf of the group of economic entities during the Competitive Dialogue procedures.
   2. Along with the application, a contract of the group of economic entities must be submitted, clearly indicating the obligations assigned to each member of the group of economic entities in implementing the Project. The Contract must provide for the joint and several liability of all parties to the joint activity agreement for improper performance of obligations to the Public entity or under the Contract.

**APPLICATION CONTENT**

1. The application must be prepared according to the requirements set out in Annex 9 *Application Submission* of the Conditions and the form provided in Annex 11 *Application Form* of the Conditions, attaching:
   1. A power of attorney or another document granting the person the right to sign the application.
   2. A copy of the joint activity agreement if the application is submitted by a group of economic entities.
   3. A confidentiality commitment completed according to the form provided in Annex 12 *Confidentiality Commitment* of the Conditions.
   4. All documents substantiating compliance with the Qualification Requirements and the absence of Grounds for Exclusion and compliance with National Security Requirements according to the requirements set out in Annex 4 *Qualification Requirements*, *Grounds for Exclusion, National Security Requirements* of the Conditions.
   5. Documents proving that the capacities of the economic entity on which the Candidate relies will be available to them.
   6. Documents specified in Annex 11 *Application Assessment and Qualification Selection Procedur*e of the Conditions.
   7. Other documents that, in the Candidate's opinion, may be useful in assessing their compliance with the Qualification Requirements.
2. The Qualification Requirements for Candidates are specified in Annex 4 *Qualification Requirements, Grounds for Exclusion, National Security Requirements* of the Conditions, and the Qualification Selection Criteria are specified in Annex 11 *Application Assessment and Qualification Selection Procedure* of the Conditions. Compliance with the Qualification Requirements can also be substantiated by the capacities of other economic entities according to the procedure established in Annex 4 *Qualification Requirements, Grounds for Exclusion, National Security Requirements* of the Conditions and the Qualification Selection Criteria.

**APPLICATION SUBMISSION, FAMILIARIZATION WITH APPLICATIONS**

1. The application must be prepared and submitted by the deadline specified in the CVP IS announcement about the Competitive Dialogue using the CVP IS tools.
2. If the application is submitted after the deadline specified in the CVP IS announcement about the Competitive Dialogue, the Commission will not evaluate the application, and if the application is submitted not using the CVP IS tools, the Commission will not evaluate the application and will return it.
3. Familiarization with applications received using the CVP IS tools is carried out on the day specified in the CVP IS announcement about the Competitive Dialogue using electronic means, without the participation of Candidates.

**3. EVALUATION OF APPLICATIONS, QUALIFICATION, GROUNDS FOR EXCLUSION, AND NATIONAL SECURITY REQUIREMENTS, AND QUALIFICATION SELECTION**

1. After the initial familiarization with the applications, the Commission will evaluate each Candidate's application and their Qualification according to the procedure specified in Annex 11 *Application Assessment and Qualification Selection Procedure* of the Conditions.
2. Candidates must submit all required documents substantiating compliance with the Qualification Requirements, the absence of grounds for exclusion and compliance with National Security requirements in accordance with the requirements set out in Annex 4 to the Conditions *Qualification Requirements, Grounds for Exclusion and National Security Requirements*, and ensure the accuracy of the information provided. Candidates must submit documents in accordance with the forms provided in the Conditions (if provided).
3. The Commission, after evaluating each Candidate's application and their Qualification according to the procedure specified in Annex 11 *Application Assessment and Qualification Selection Procedure* of the Conditions (including application clarifications, if any), will make a decision on each Candidate's compliance with the Qualification Requirements and notify each of them no later than 3 (three) working days, substantiating the decisions made.
4. Only those Candidates who meet the Qualification Requirements, requirements for the absence for the grounds for exclusion, and national security requirements, and whose applications are not rejected will have the right to continue participating in the Competitive Dialogue procedure.
5. A Candidate's application will be rejected, and the Candidate will be removed from the Competitive Dialogue procedure if at least one of the following conditions is met:
   1. The application does not meet the requirements set out in the Conditions, including but not limited to cases where the Candidate does not comply with the conditions regarding non-participation in submitting multiple applications.
   2. Inaccurate, incomplete, or false documents or data were submitted, or they are missing, and the Candidate did not correct, supplement, or explain the application within the deadline set by the Commission.
   3. The Commission has convincing data that, according to the Grounds for Exclusion specified in Annex 4 *Qualification Requirements, Grounds for Exclusion, National Security Requirements* of the Conditions, the Candidate is established or participates in the Competitive Dialogue instead of another person to avoid the application of the Grounds for Exclusion specified in points 2-11 of the table in Annex 4.
   4. At any stage of the procedure, due to their actions or inactions before or during the Competitive Dialogue procedure, the Candidate, or the economic entity on whose capacities they rely, or the subcontractor (if they are also subject to the Grounds for Exclusion according to Annex 4 *Qualification Requirements, Grounds for Exclusion, National Security Requirements* of the Conditions) meets at least one of the Grounds for Exclusion or national security criterion specified in Annex 4 *Qualification Requirements, Grounds for Exclusion, National Security Requirements* of the Conditions, except if the Candidate replaces such an economic entity with a corresponding economic entity.
   5. The Candidate does not meet the Qualification Requirements specified in Annex 4 *Qualification Requirements, Grounds for Exclusion, National Security Requirements* of the Conditions, and/or the economic entity on whose capacities they rely, or the subcontractor does not meet the Qualification Requirements specified in Annex 4 *Qualification Requirements, Grounds for Exclusion, National Security Requirements* of the Conditions, Table 1 *Grounds for Exclusion* or Table 3 *National Security Requirements,* except if the Candidate replaces them with economic entities that meets the requirements within the deadline established by the Commission.
6. When making decisions on the removal of a Candidate from the Competitive Dialogue procedure according to the Grounds for Exclusion specified in points 2-11 of the table in Annex 4 Qualification Requirements, Grounds for Exclusion, National Security Requirements of the Conditions, the Commission takes into account whether the removal of the Candidate from the Competitive Dialogue procedure is proportionate to the assessed behaviour of the Candidate, and in the case of point 4 of the Grounds for Exclusion table, whether the application of this ground for removal of the Candidate from the Competitive Dialogue procedure would significantly restrict competition. When making decisions on the removal of a Candidate from the Competitive Dialogue procedure according to the Grounds for Exclusion specified in points 5 and 11 of the table in Annex 4 Qualification Requirements, Grounds for Exclusion, National Security Requirements of the Conditions, information published according to Articles 38 and 55 of the LPPDSS may be taken into account.
7. The Commission will inform the Candidate in writing via the CVP IS tools about the rejection of the application and the reasons for such rejection.
8. From the Candidates who meet the Qualification Requirements, requirements for the absence of the grounds for exclusion, and national security requirements and whose applications are not rejected, a qualification selection will be carried out. During the selection, according to the criteria and procedure specified in Annex 11 *Application Assessment and Qualification Selection Procedure* of the Conditions, the 5 (five) most qualified Candidates will be selected and invited to submit Solutions. If Candidates score the same number of points, the Candidate who submitted the application earliest will be included in the list of the most qualified Candidates and invited to submit a Solution. Candidates who pass the qualification selection will be invited to submit Solutions no later than 3 (three) working days from the qualification selection, along with the notification of the qualification selection results. If 5 (five) or fewer Candidates meet the Qualification Requirements, the qualification selection will not be carried out, and all Candidates who meet the Qualification Requirements will be invited to submit Solutions no later than 3 (three) working days after informing all Candidates about the Qualification Assessment results.
9. Before the deadline for submitting the Solution, the Commission has the right to organize informational meetings with all Candidates jointly or individually with each Candidate invited to submit a Solution, to explain the technical/financial requirements for the technical/financial part of the Solution according to the procedure specified in point 27 of the Conditions.

**4. SUBMISSION OF THE SOLUTION**

**CONTENT OF THE SOLUTION**

1. The Solution consists of its technical and financial parts, which must be prepared according to the forms provided in Annex 15 *Solution Form* A and B of the Conditions and the procedure established in Annex 22 *Submission of Solutions/Proposals* of the Conditions.
2. The technical part of the Solution must be prepared according to the form provided in Annex 15 *Solution Form* A of the Conditions, indicating the data and information provided therein. The technical part of the Solution must also include:
   1. Technical-engineering information prepared according to the Specifications (Forms of Appendices of Annex 2 of the Conditions *Technical Specification*) and the conditions established in Annex 16 *Requirements for Technical-Engineering Information* of the Conditions.
   2. Legal information according to the requirements provided in Annex 18 *Requirements for Legal Information* of the Conditions.
   3. Object creation and Service provision plan according to the requirements provided in Annex 19 *Requirements for Object Creation and Service Provision Plan* of the Conditions.
   4. List of related companies according to the form provided in Annex 24 *List of Related Companies* of the Conditions, which must be immediately updated if the declared Related Companies change.
   5. The summary of the Solution must include essential and non-confidential technical information of the Solution and discuss the following essential aspects of the Solution:
      1. Connections and responsibilities of the Private entity and other entities related to the Project implementation.
      2. Summary of proposed technical solutions to achieve the Project goals.
      3. Other information that the Candidate considers important, describing the essence of their proposed Solution.
3. A checklist of documents and/or information that must be submitted with the technical part of the Solution is provided below. This list is provided for the Candidate's convenience and is not exhaustive. The Candidate must thoroughly familiarize themselves with all the Conditions and the requirements set for the technical part of the Solution.

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| --- | --- | --- |
| **Checklist of Documents for Submission of the Solution's Technical Part** | | **Reference to the Conditions requirements** |
| 1. | SUMMARY OF THE SOLUTION | Clause 48 of the Conditions |
| 2. | TECHNICAL SOLUTION  (Specification, Annex 15 *Solution Form* A of the Conditions, and Annex 17 *Requirements for Technical-Engineering Information*) | Clause 48 of the Conditions |
| 3. | FINANCIAL SOLUTION (Annex 17 *Requirements for Financial Operating Model* of the Conditions, Annex 15 *Solution Form* B of the Conditions | Clause 51 of the Conditions |
| 4. | LEGAL INFORMATION (Annex 18 *Requirements for Legal Information* of the Conditions) | Clause 48 of the Conditions |
| 5. | OBJECT CREATION AND SERVICE PROVISION PLAN (Annex 19 *Requirements for Object Creation and Service Provision Plan* of the Conditions) | Clause 48 of the Conditions |
| 6. | LIST OF RELATED COMPANIES (Annex 24 *List of Related Companies Form* of the Conditions) | Clause 48 of the Conditions |
| 7. | Other information that the Candidate considers significant | Clause 48 of the Conditions |

1. The financial part of the Solution must be prepared according to the form provided in Annex 15 of the Conditions in Part B of the *Solution form*. The financial part of the Solution includes the prepared Financial Operating Model according to the requirements provided in Annex 17 of the Conditions *Requirements for the Financial Operating Model* and other documents specified by the Commission in the invitation to submit the financial part of the Solution.
2. A Candidate can submit only one Solution and is not allowed to submit an alternative Solution.
3. The Solution submitted by the Candidate will be the basis for the dialogue to clarify and determine the measures that best meet the needs of the Public entity and to discuss all the terms of the Contract. Commission reserves the right to clarify the Specifications and other documents of the Conditions based on the solutions proposed by the Candidates if those solutions best meet the needs and objectives of the Public entity and are necessary for all interested Candidates to prepare their Proposals under equal conditions, maximizing the satisfaction of the Public entity's needs. In such cases, the Candidate cannot hold the Public entity responsible for the use of the respective solutions for detailing the ways and/or means of achieving their needs and objectives.

**SOLUTION SUBMISSION DEADLINE**

1. Candidates must submit the Solution using the CVP IS tools by the deadline specified in the invitation to submit the Solution. The updated technical and financial parts of the Solution, submitted during the dialogue, must be submitted by the deadline specified in the respective Commission invitation to submit the updated technical and financial parts of the Solution. Until the deadline specified in the respective Commission invitation to submit the Solution (or the respective part of it), Candidates / Participants have the right to change and/or withdraw their proposed Solution (its part or updated respective part). Candidates / Participants who have exercised the right to withdraw the Solution will not participate in further Competitive Dialogue procedures. The date for familiarization with the Solutions will be specified in the invitation to submit the Solutions. Participants do not participate in the procedure for familiarization with the Solutions received by electronic means (if the Candidate/Participant does not submit a new Solution by the end of the deadline specified in the invitation to submit the Solution).

**SOLUTION PRESENTATION**

1. Each Participant separately, if requested by the Commission, must present their Solution to the Commission at the time and place specified in the Commission's invitation to present the Solution. The Commission will separately invite each Participant to explain and discuss the Solution.
2. The Participant must present the solutions specified in the Solution: preliminary technical and financial solutions, proposals and comments on the implementation of the Project's technical and financial conditions and requirements, as well as essential proposals for the Contract project.

**SOLUTION EVALUATION**

1. The Commission, following the *Procedure and Criteria for the Evaluation of Solutions / Proposals* specified in Annex 21 of the Conditions, will check the Solutions and evaluate their compliance with the Conditions requirements no later than 30 days after the deadline for submitting the Solutions.
2. If the Commission determines that the Participant's Solution does not meet the requirements specified in Paragraphs 2.1-2.3 of Annex 21 of the Conditions *Procedure and Criteria for the Evaluation of Solutions / Proposals,* the Solution of such a Participant will be rejected, and the Participant will be removed from the Competitive Dialogue procedure. If the information provided in the Solution is inaccurate or incomplete, the Commission will ask the Participant to explain, precisely describe, or improve this information in accordance with the procedure set out in Annex 21 to the Conditions, *Procedure and Criteria for Evaluation of Solutions/Proposals*.
3. The Commission will inform the Participants about the verification results through the CVP IS communication tools.
4. Participants whose Solutions meet the Conditions requirements will receive an invitation to participate in the dialogue. Participants whose Solutions are rejected as not meeting the Conditions requirements specified in Annex 21 *Procedure and Criteria for the Evaluation of Solutions / Proposals*, will not be invited to the dialogue, but they will be informed of the reasons for the rejection of the Solutions.

**5. DIALOGUE**

1. Together with the invitations to each stage (technical, financial, legal) of the dialogue, the Commission will provide the Participants with a dialogue schedule indicating the dates of the respective dialogue stage meetings. If the dates of the meetings specified in the dialogue schedule are not suitable for the Participant, they must inform the Commission immediately, but no later than 3 (three) Working days before the start of the respective dialogue stage. The Commission, taking into account the Participant's proposed alternative meeting dates, must coordinate the schedules of the respective dialogue stage with all invited Participants before the start of the respective dialogue stage. During the dialogue, the dialogue schedule may be changed, but no later than 3 (three) Working days before the scheduled dialogue meeting.
2. Before the start of the dialogue (separate dialogue stages), the Commission has the right to organize informational meetings with all Participants invited to the dialogue or with each Participant separately to explain the objectives and procedures of the dialogue.
3. At the time and address specified in the invitation to participate in the dialogue and the dialogue schedule, the Participant must attend the dialogue meeting. If the Participant does not attend at the time specified by the Commission and will fail to inform the Commission of another meeting time as specified in Clause 61 of the Conditions, the Commission will consider that the Participant did not attend the dialogue without a valid reason and thus refused their Solution.
4. In the confirmation of participation in the respective dialogue stage meeting, the Participant must indicate the person(s) who will represent them at the respective dialogue meeting. During the dialogue, the Commission will consider that this representative(s) has the right to conduct the dialogue and assume commitments on behalf of the Participant.
5. The dialogue will be conducted separately with each Participant based on the submitted Solution (part of the Solution). The dialogue will be conducted in Lithuanian. Foreign Participants must ensure proper translation of the entire dialogue procedure into a language they understand at their own expense. These costs are not reimbursed to the Participants according to Clause 117 of the Conditions.
6. The Commission aims to complete the dialogue with all Participants within 120 days, but this term is only indicative and may change depending on the progress of the dialogue.
7. The dialogue will consist of 3 (three) stages, and a separate stage may consist of several meetings, where the proposed Solution (parts of the Solution) will be discussed separately with each Participant to detail, optimize, and ensure the best implementation of the Public entity's needs, and to achieve that the Participant can submit a comprehensive and ready-to-implement Proposal based on the Solution and dialogue results. The dialogue stages (financial and legal) may be conducted in parallel.
8. It is planned that the dialogue will be conducted in the following sequence (dialogue stages or their separate meetings may be conducted in parallel):
   1. **The first dialogue stage – technical**, where the technical – engineering aspects of the technical part of the Solution (technical – engineering conditions and solutions) are discussed and the dialogue is conducted according to the technical parts of the Solutions proposed by the Participants, submitted in compliance with Clause 48 of the Conditions and according to the form provided in Part A of the *Solution form* in Annex 15 of the Conditions. It is planned that this stage will last about 50 days. During this stage, the dialogue is conducted on the following issues:
      1. engineering and technical solutions;
      2. Activities (Services) transferred to the Private entity;
      3. Project results (Specifications);
      4. Object creation and Service provision plan;
      5. other issues related to the technical aspects of the Solutions.
   2. **The second dialogue stage – financial**, where the financial parts of the submitted Solutions (financial conditions and solutions) are discussed and the dialogue is conducted. It is planned that this stage will last about 30 days. During this stage, the dialogue is conducted on the following issues:
      1. funding sources and funding conditions;
      2. tax issues;
      3. reduction of the PPP fee;
      4. other issues related to the financial aspects of the Solution.
   3. **The third dialogue stage - legal**, where the legal aspects of the Solution (conditions) are discussed and the dialogue is conducted. It is planned that this stage will last about 40 days. During this stage, the dialogue is conducted on the following issues:
      1. Draft Contract (including Annexes);
      2. Other issues related to the legal aspects of the Solution.
9. During the third stage of the dialogue, the Commission will clarify the Conditions, including the Draft Contract, and provide them to the Participants, as well as, if the Commission decides that there is a need or at the request of the Participants, send invitations to submit updated technical and financial parts of the Solutions. The deadline for submitting the updated technical and financial parts of the Solutions and the content requirements will be specified in the Commission's invitation to submit the updated Solutions.
10. If the Commission decides that there is a need, more stages of the dialogue may be conducted. The number and nature of other dialogue stages will be determined based on the remaining Project implementation issues that need to be discussed to obtain comprehensive and justified Proposals based on the discussed Solutions.
11. The Participant has the right to propose additional dialogue stages and/or additional issues that need to be discussed. If the Commission considers such a proposal justified, the dialogue will be supplemented with the proposed stage and/or issue. In this case, other Participants will have the right to indicate that such a stage and/or issue is not relevant to them and not participate in it.
12. Each dialogue stage will be conducted as follows:
    1. a dialogue will be conducted separately with each Participant on the issues discussed in that stage related to the Solution submitted by the Candidate;
    2. the information provided by the Participant during the dialogue will be considered confidential and cannot be disclosed to other Candidates, except in cases specified in the Conditions;
    3. a dialogue will be conducted separately with each Participant on the issues discussed at that stage, related to the Solution submitted by the Candidate;
    4. the information provided by the Participant during the dialogue will be considered confidential and may not be disclosed to other Candidates, except in the cases specified in the Conditions;
    5. the information provided to the Participant by the Public entity or the Commission, which may be important to other Candidates, will be provided to all interested Participants, ensuring that the identity of the related Candidate and their confidential information is not disclosed;
    6. each dialogue stage will be conducted until, in the Commission's opinion, the issues discussed in the stage are detailed enough to allow the Participant to reasonably and comprehensively form the respective part of the Proposal;
13. The results of each dialogue stage will be formalized in a protocol, which must be signed by the Participant's authorized representative, the Chairman of the Commission, and the Secretary of the Commission. Before signing the protocol, the Participant may submit comments on it. During the further implementation of the Competitive Dialogue procedures, the Participant may change the results formalized in the protocol only by improving them or with the Commission's approval. Unless the deterioration is caused by additional or higher Specification or Contract requirements, changes that occurred after the dialogue procedure, as well as changes in the legal acts after the submission of the Solutions, which led to changes in the Proposal by deteriorating the conditions of the Solution for the Public entity).
14. After each or all dialogue stages, at the Commission's request, the Participant must submit an updated Solution or its separate parts to the Commission, taking into account the dialogue results. The deadline for submitting the updated Solutions and the content requirements will be specified in the Commission's invitation to submit the updated Solutions.

**6. COORDINATION OF DOCUMENTS**

1. The Commission, following the amendments to the Contract agreed upon during the dialogue between the Participants and the Commission, prepares an updated draft of the Contract.
2. If the conditions specified in the draft Contract do not comply with those established in the Decision on the feasibility of VPSP, the Competitive Dialogue procedure is terminated, unless a new CPVA conclusion on the feasibility of VPSP is received and a government decision on the feasibility of VPSP for the changed conditions of the VPSP project is adopted.
3. If the updated Draft Contract complies with the conditions specified in the Decision on the feasibility of VPSP or upon the adoption of the Government decision specified in Clause 79 of the Conditions, the Participants will be invited to submit Proposals in accordance with the procedure established in Section 7 of the Conditions.

**7. SUBMISSION OF PROPOSAL**

**CONTENT OF PROPOSAL**

1. After the dialogue, interested Participants will be invited to submit a Proposal. The conditions of the Proposal, which were not discussed during the dialogue, cannot be proposed to be worse for the Public entity than those specified in the Decision, and the conditions of the Proposal, which were discussed during the dialogue, cannot be proposed to be worse than the agreements reached by the Commission and the Participant submitting the Proposal that were recorded in the minutes.
2. The Proposal consists of:
   1. Technical proposal and Financial proposal, prepared according to the *Proposal forms* A and B provided in Annex 23 of the Conditions;
   2. Forms of the Forms of Appendices of Annex 2 of the Conditions *Technical Specification*, which must be filled in and submitted by the Participant, technical information prepared according to the conditions established in Annex 16 of the Conditions *Requirements for technical-engineering information*;
   3. Financial information prepared according to Annex 17 of the Conditions *Requirements for Financial Operating Model*;
   4. Legal information according to the requirements provided in Annex 18 of the Conditions *Requirements for legal information*;
   5. A certificate or permit confirming compliance with the requirements for the protection of classified information marked with the secrecy mark “Restricted use” issued in accordance with the procedure established by the Law on State and Service Secrets of the Republic of Lithuania, or a certificate confirming the reliability of the company or a permit to work with classified information, as specified in Table 13 clause 13 of Annex 4 of the Conditions *Qualification Requirements, Grounds for Exclusion, and National Security Requirements*.
   6. The Object creation and Service provision plan according to the requirements provided in Annex 19 of the Conditions *Requirements for Creation of the Object and the Service Provision Plan*;
   7. The list of related companies according to the form provided in Annex 24 of the Conditions *List of related companies*, which must be updated immediately if the declared Related companies change.
   8. A summary of the Proposal, which must include essential and non-confidential information of the Technical proposal and Financial proposal and must address the following essential aspects of the Proposal:
      1. The relationships and division of responsibilities of the Private entity and other entities related to the implementation of the Project;
      2. A summary of the proposed technical solutions to achieve the Project objectives;
      3. PPP fee and the structure of PPP fee payments.
3. General requirements for the submission of the Proposal are established in Annex 23 of the Conditions *Submission of Solutions/Proposals*.
4. Checklist of Documents and/or Information to be Submitted with the Proposal is provided below. This checklist is provided for the convenience of the Participant and is not exhaustive. The Participant must familiarize themselves with all the Conditions and the requirements set out therein for the Proposal:

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| **Checklist of Documents for Proposal Submission** | | **Reference to the Conditions requirements** |
| 1. | TECHNICAL PROPOSAL (Specifications and Conditions Annex 16 *Requirements for technical – engineering information*, Conditions Annex 23 *Proposal form*) | Clause 78 of Conditions |
| 2. | FINANCIAL PROPOSAL (Annex 17 of the Conditions *Requirements for the Financial Operating Model*, Annex 23 of the Conditions *Proposal form*) | Clause 78 of Conditions |
| 3. | LEGAL INFORMATION (Conditions Annex 18 *Requirements for legal information*) | Clause 78 of Conditions |
| 4. | OBJECT CREATION AND SERVICE PROVISION PLAN (Conditions Annex 19 *Requirements for Object creation and Service provision plan*) | Clause 78 of Conditions |
| 5. | LIST OF RELATED COMPANIES (Conditions Annex 24 *List of Related Companies Form*) | Clause 78 of Conditions |
| 6. | PROPOSAL VALIDITY ASSURANCE (Conditions Annex 26 *Requirements for Proposal Validity Assurance*) | Clause 96 of Conditions |
| 7. | PROPOSAL SUMMARY | Clause 78 of Conditions |
| 8. | Certificate or permit confirming compliance with the protection requirements of classified information marked with the secrecy mark “Restricted use” issued in accordance with the procedure established by the Law on State and Service Secrets of the Republic of Lithuania, or a certificate confirming the reliability of the company or a permit to work with classified information |  |
| 9. | Other information that the Participant considers significant |  |

1. The technical proposal must specify the proposed technical solutions, Works, Services, stages of Contract implementation, and other proposals regarding the conditions and requirements for Project implementation.
2. The technical proposal must also specify the Subcontractors to be engaged, if known at that time, indicating the Subcontractors and the parts of the Project for which they will be engaged.
3. The specified Subcontractors may be changed during the Project implementation in accordance with the procedure established in the Contract.
4. Regardless of whether Subcontractors or other economic entities are engaged, the Private entity will be responsible to the Public entity for the proper performance of the Contract.
5. The submitted financial proposal must specify the PPP fee and include supporting documents, i.e., the Financial Operating Model prepared in accordance with the requirements and form provided in Annex 17 of the Conditions *Requirements for the Financial Operating Model* and other documents proving the calculation of the PPP fee.
6. The PPP fee must be expressed as a periodic payment. The proposed PPP fee must include all costs and all taxes and fees payable under the laws and other legal acts of the Republic of Lithuania in force or known to come into force at the time of Proposal submission.
7. One Participant may submit only one Proposal. If more than one or an alternative Proposal is submitted, the Commission will reject all such Proposals and the Participant will no longer be able to participate in further Competitive dialogue procedures.
8. The Proposal may specify which information provided therein is confidential. However, information specified in Article 13 of the Law on Public Procurement in Defence and Security Sector (LPPDSS) is not considered confidential information. If the Commission has doubts about the confidentiality of the information specified in the Participant's proposal, it will ask the Participant to prove that this information is confidential. If the Participant does not provide such proof within the time limit set by the Commission (which in all cases will be no less than 3 (three) Working days) or provides inadequate proof, the information will be considered non-confidential.
9. The Commission reserves the right to disclose confidential information specified in the Proposal to the members of the Commission, their managers and invited experts, the head of the Public entity and their authorized persons, as well as in cases provided by law or upon request by authorized control institutions. In such cases, the Participant will not be able to hold the Public entity and the Commission responsible for the disclosure of confidential information.

**PROPOSAL SUBMISSION DEADLINE**

1. The Proposal must be submitted via the CVP IS tools by the deadline specified in the invitation to submit Proposals. Until the deadline specified in the invitation to submit the Proposal, Participants have the right to modify and/or withdraw their Proposals. If the Participant does not submit the Proposal within the specified time, the Commission will consider that the Participant has withdrawn from the procedure of the Competitive Dialogue.
2. The date for reviewing the Proposals will be specified in the invitation to submit Proposals. Participants will not participate in the procedure for reviewing Proposals received via CVP IS tools.
3. Information about Participants who submitted Proposals will be provided after the winning Proposal is determined, in accordance with the procedure established in Article 47 of the LPPDSS.

**PROPOSAL VALIDITY PERIOD**

1. The Proposal must specify its validity period, which cannot be shorter than the period specified in the Commission's invitation to submit the Proposal.
2. Until the Proposal validity period expires, the Commission may ask the Participant to extend it to a specific time, but the Participant will not be obliged to do so and may reject such a request without losing the right to the Proposal validity assurance provided. If the Participant extends the validity period of their Proposal, they must also extend the validity of the Proposal validity assurance for the same period or provide a new Proposal validity assurance valid for the corresponding period.

**PROPOSAL VALIDITY ASSURANCE**

1. The Participant must submit a Proposal validity assurance in the amount of EUR 3,450,000 (three million four hundred fifty thousand) together with the Proposal, in accordance with the requirements and conditions set out in Annex 26 of the *Conditions Requirements for Proposal validity assurance*. The Proposal validity assurance must be valid for no less than the submitted Proposal. If the Participant submits an inaccurate and/or incomplete Proposal validity assurance or does not submit it at all, the Commission will ask the Participant to correct, supplement, or submit the Proposal validity assurance within a reasonable time set by the Commission. If the Participant does not correct, supplement, or submit a proper Proposal validity assurance within the time set by the Commission, the Proposal will be rejected.
2. During the Competitive dialogue procedure, as well as when the procedures are suspended due to the application of interim measures, the Commission may ask to extend the Proposal validity assurance period for no longer than the extended Proposal validity period. If the Proposal validity assurance period is not extended as specified in this point, it will be considered that the Participant has withdrawn their Proposal.
3. If the Proposal validity assurance period expires after the Commission decides to offer the Participant to conclude the Contract, the Commission or the Public entity, no less than 20 (twenty) days before the Proposal validity assurance period expires, has the right to ask to extend the Proposal validity and the Proposal validity assurance for a specific period set by the Commission or the Public entity, but no longer than until the day the Contract comes into full force. If the Proposal validity assurance period is not extended as specified in this point, it will be considered that the Participant has withdrawn their Proposal.
4. The Participant loses the Proposal validity assurance if at least one of the following conditions is met:
   1. During the Proposal validity period, the Participant withdraws their Proposal or part of it (the Object specified in the Proposal, its quantity (scope), proposed prices, other conditions specified in the Proposal);
   2. Upon the Commission's request, does not correct or submit any missing data or documents regarding the Proposal's compliance with the Conditions requirements;
   3. Upon the Commission's request, does not justify the unusually low PPP fee specified in the Proposal;
   4. The Participant (or a Private Entity established by the Participant, if the Participant itself is not a special purpose entity) who won the Competitive dialogue refuses to sign the Contract in writing, or refuses to conclude the Contract under the conditions specified in the LPPDSS, the Conditions, and the Proposal, or does not sign it within the time set by the Commission, or due to circumstances dependent on the Participant, does not fulfil the preconditions for the Contract to come into full force within the time specified in the Contract.
5. The obligations of the guarantor or surety to the Public entity end when at least one of the following conditions is met:
   1. The Proposal validity assurance period expires, and the Participant does not extend it and/or does not submit a new Proposal validity assurance document (if required);
   2. The signed Contract comes into full force;
   3. The Competitive dialogue procedures are terminated;
   4. The Participant's Proposal is rejected, except in cases specified in clauses 106.1 – 106.3 of the Conditions.

**8. PROPOSAL EVALUATION**

1. After reviewing the Proposals, the Commission will check their compliance with the Conditions and evaluate them, compare them, and rank the Proposals according to the criteria and procedure specified in Annex 21 of the Conditions *Proposal evaluation procedure and criteria*. The Proposal evaluation will take place without the Participants' presence.
2. Only one (1) economically most advantageous Proposal, which is in the first place in the Proposal ranking, can be recognized as the winning Proposal.
3. The Commission will evaluate the PPP fee proposed by the Participant in euros. Therefore, if the PPP fee is specified in another currency, the Commission will convert it into euros according to the exchange rate set and published by the European Central Bank, and in cases where the European Central Bank does not publish the indicative exchange rate of the euro and foreign currencies, according to the indicative exchange rate of the euro and foreign currencies set and published by the Bank of Lithuania on the last day of the Proposal submission deadline.
4. If the Participant specifies an unusually low PPP fee or its components in the Proposal, the Commission will require the Participant to justify it. The PPP fee will always be considered unusually low if it is 30 percent or more lower than the arithmetic average of the PPP fees proposed by all Participants whose Proposals are not rejected for other reasons and whose PPP fees do not exceed the Maximum PPP fee; or if, in the Commission's opinion, it may be insufficient for the proper performance of the Contract.
5. If the Commission finds errors in the calculation of the PPP fee during the Proposal evaluation, the Participant will be asked to correct these identified arithmetic errors within the specified time. When correcting the arithmetic errors specified in the Proposal, the Participant does not have the right to refuse the components of the PPP fee or to supplement the PPP fee with new components, nor to change the PPP fee specified in the Proposal.
6. The Participant's Proposal will be rejected, and the Participant will be excluded from the Competitive dialogue procedure if at least one of the following conditions is met:
   1. During the Proposal validity period, the Participant withdraws their Proposal or part of it (the Object specified in the Proposal, its quantity (scope), proposed prices, other conditions specified in the Proposal);
   2. The Participant does not explain, accurately describe, or improve the Proposal within the time set by the Commission, , did not provide missing data or documents regarding the compliance of the Proposal with the requirements of the Conditions;
   3. The proposed PPP fee for the entire period of validity of the Contract exceeds the Maximum PPP fee of the Public Entity;
   4. The Proposal does not comply with the Conditions requirements, and its deficiencies cannot be corrected in accordance with Article 23(13) of the LPPDSS;
   5. The Participant does not provide any or proper justification for the unusually low PPP fee specified in the Proposal within the specified time;
   6. The Participant does not extend the Proposal validity upon the Commission's request;
   7. The Participant has provided false information about compliance with the Conditions requirements, and the Commission can prove this by any legal means;
   8. The Participant does not meet the Conditions for the absence of grounds for exclusion or National security requirements set out in Table 1 *Grounds for Exclusion* of Annex 4 *Qualification requirements, grounds for exclusion, National security requirements* or the entities used by the Participant specified in Table 3 *National security requirements* do not meet the grounds for exclusion or National security requirements, unless the Participant replaces them with economic entities that meet the requirements.
   9. The Participant’s Proposal does not meet the requirements specified in Paragraphs 3.1-3.10 of Annex 21 to the Conditions *Procedure and Criteria for Evaluation of Solutions/Proposals* and its deficiencies cannot be corrected in accordance with Article 23(13) of the LPPDSS;
   10. In other cases, specified in the Conditions or the LPPDSS.
7. Competent authorities will conduct a repeated check of the first-ranked Participant (potential winner), their Subcontractors, economic entities whose capacities are relied upon, Financier, Another loan provider, equity provider, or their controlling persons for threats to national security. The national security threat assessment is carried out in accordance with the Description of the Procedure for Assessing the Compliance of Procurements Conducted by Contracting Authorities or Contracting Entities Operating in the Field of Defence with National Security Interests, approved by the Order No. V-670 of the Minister of National Defence of the Republic of Lithuania on September 14, 2021.
8. The decision to recognize the first-ranked Participant as the winner is made only if, after the repeated check specified in point 107 of the Conditions, it is recognized that they meet the National Security requirements (the reliability situation has not changed). If this Participant's Proposal is rejected, the next-ranked Participant according to the Proposal ranking will be approached, and their repeated check will be carried out as specified in point 107 of the Conditions.
9. The Commission will inform the Participants about the results of the Proposal evaluation, the Proposal ranking, the decision on the conclusion of the Contract, and the application of the deferral period via CVP IS communication tools, no later than 3 (three) Working days from the Commission's decision on the Proposal evaluation. The Participant whose Proposal is recognized as the best will be invited to conclude the Contract together with such notification.
10. Participants who are not invited to conclude the Contract will be provided with an explanation of their Proposal evaluation.
11. The Commission may ask the Participant whose Proposal is recognized as the best to clarify their Proposal or confirm the commitments made, but only if the main elements of the Proposal or the invitation to participate in the competitive dialogue are not changed, competition is not violated, or discriminatory conditions are not created.

**9. CONTRACT CONCLUSION**

1. Within the deadline specified in the invitation to conclude the Contract, the Participant (where it is a special purpose company) or the Private entity established by the Participant (where the Participant itself is not a special purpose company) or before signing the Contract must come to conclude (sign) the Contract and extend the Proposal validity assurance if it has not been extended earlier, or provide a new Proposal validity assurance for the specific period set by the Commission, but not longer than until the day the Contract comes into full force.
2. If the Participant and/or the Private entity (as specified in clause 112 of the Conditions) do not sign the Contract within the deadline specified in the invitation to conclude the Contract or refuse to conclude it under the conditions specified in the Conditions (including failure to establish the Private entity that meets the requirements set out in the Conditions (if the Participant is not a special purpose company)), it is considered that the Participant and/or the Private entity refused to conclude the Contract. In such a case, the Participant whose Proposal is ranked first after the best Proposal is approached, and their repeated check is carried out as specified in point 107 of the Conditions. If this second-ranked Participant meets the National Security requirements, they are invited to sign the Contract. The Public entity must use the Proposal validity assurance of the Participant who refused to conclude the Contract.
3. The Financial Operating Model submitted by the Participant together with the Proposal is an integral Annex of the Contract. Before the Contract comes into full force, the Participant must update the Financial Operating Model according to the conditions set out in Annex 25 of the Conditions *Draft Contract*.
4. The Contract will be concluded according to the draft provided in Annex 25 of the Conditions *Draft Contract*, amended based on the dialogue results and the Participant's Proposal. After the Contract is concluded, its conditions can only be changed in cases specified in the Contract or Article 53 of the LPPDSS.
5. The Participant may transfer the shares of the Private entity only when (i) the consent of the Public entity is obtained, which may be denied only for justified reasons specified in the Contract, and (ii) other conditions specified in the Contract are met.

**IV. COSTS OF PARTICIPATION IN THE COMPETITIVE DIALOGUE**

1. Economic entities participate in this Competitive Dialogue at their own risk and expense. The Public entity will not reimburse any costs related to participation in this Competitive Dialogue, including but not limited to costs related to obtaining the Conditions or translating them into a foreign language, preparing and submitting Applications, Solutions, and Proposals, as well as costs related to the dialogue procedure (including translation into a foreign language), copying, printing, postal or courier services, preparing or sending drawings, photographs; business trips and meetings, transportation, accommodation, fees for lawyers, consultants, engineers, and other hired persons, document processing and state fees, as well as other costs related to participation in the Competitive Dialogue.

**ANNEX 1. TERMS USED**

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| **Renovation and Repair Works** | means the works planned in the Object, carried out during the provision of Services, replacing worn-out parts and/or equipment with new ones, to ensure the Object's compliance with the quantitative and qualitative requirements and indicators specified in the Contract, its annexes, Project documentation, and Service provision plan; |
| **CVP IS** | means the Central Public Procurement Information System, accessible at <https://pirkimai.eviesiejipirkimai.lt>; |
| **Participant** | means the Candidate that submitted the Solution/Proposal; |
| **Works** | means all design, construction, installation, and other works to be performed by the Private entity, necessary to create the Object, so that it meets the Specifications and Proposal requirements; |
| **Working Day** | means any day except Saturday and Sunday and other official non-working days in the Republic of Lithuania; |
| **Participant's Declaration** | means the Participant's self-declaration, by which the Participant, Subcontractors, and economic entities on whose capacities it relies, confirm that there are no grounds for exclusion specified in the Conditions; |
| **Start of Operation** | means the next Working Day after the Works are completed, when the Public entity and Private entity sign the confirmation specified in the Contract regarding the Object's compliance with the Specifications and Proposal requirements, from which the Private entity starts providing Services in the Object and receiving the PPP fee; |
| **Financial Proposal** | means the proposal regarding the PPP fee submitted in the form specified in Part B of the *Proposal form* in Annex 23 of the Conditions, together with the Financial Operating Model and other supporting documents; |
| **Financial Operating Model or FAM** | means the document of the same name prepared in the form provided in Annex 17 of the Conditions *Requirements for the Financial Operating Model*, which specifies the Private entity's activity financing structure and conditions, financially (economically) substantiates the investment objectives, provides an assessment of the return on investments, and other efficiency indicators; |
| **Financier or Financiers** | means a legal entity (except a Related person) providing the Private entity with the financing specified in the Financial Operating Model for capital investments necessary to properly fulfil its obligations under the Contract, and with whom the Public entity, at the Financier's request, must conclude a Direct agreement. Several Direct agreements may be concluded if more than one Financier is foreseen; |
| **Investment Law** | means the Law on Investments of the Republic of Lithuania; |
| **Investor(s)** | means the legal entity(ies) whose Proposal was recognized as the most advantageous and which won the Competitive Dialogue or whose special purpose company(ies) established prior to the Competitive Dialogue procedure submitted a Proposal that was recognized as the most advantageous and which won the Competitive Dialogue; |
| **Investments** | means mandatory investments in the Property and other investments necessary for the proper performance of Works and provision of Services, specified in the Specifications and Financial Operating Model, and other investments in the Property, which will be made in accordance with the procedure specified in the Contract; |
| **Candidate** | means an economic entity that has expressed in writing its intention to be invited to participate in this Competitive dialogue or has already been invited to participate in the dialogue: (1) the supplier or group of economic operators that submitted the application, or (2) a special purpose company established by the supplier(s) and which will implement the rights and obligations of the Private Entity.  The Candidate can be a legal entity of any legal form, a public legal entity (except public and private legal entities that are classified as part of the public sector under the Law on State Debt of the Republic of Lithuania), a foreign legal entity or another economic entity established under the law of a foreign state and not having the status of a legal entity, as well as branches of companies established in the Republic of Lithuania in the Member States of the European Union and other states of the European Economic Area, or a group of such persons. The Candidate cannot be an entity that (in the case of a group of economic entities – any member of the group) is related to the preparation of this Competitive dialogue or the preparation of the Project for implementation, if this could violate the principle of equal treatment of economic entities.  The Candidate cannot be an economic entity that is not registered in a Member State of the European Union or NATO |
| **Another loan provider** | means a legal entity providing a Private Entity with the financing provided for in the Financial Business Model, a subordinated (or equivalent) loan, necessary for the proper performance of its obligations under the Contract; |
| **Commission** | means the public procurement commission established by the Public entity, which conducts the Competitive dialogue procedures and other assigned functions; |
| **Utility Services** | means electricity, heating, hot water, cold water supply, sewage (domestic and surface wastewater, mud/sludge/grease/oil products, etc.) management, gas supply, waste (excluding food and pharmaceutical/medical waste, used oils, petroleum products) management, telecommunications, and communication services. The Private entity covers all incurred Utility service costs related to the creation of the Object until the start of the Operation with its own funds. From the start date of the Operation until the end of the Contract, Utility service costs are considered *pass-through costs* and are paid by the Public entity based on actual consumption data; |
| **Confidentiality Commitment** | means the documents prepared and submitted to the Public entity by the Candidate and its Subcontractors according to the form provided in Annex 12 of the Conditions *Confidentiality commitment*, by which the Candidate and its Subcontractors confirm their commitment not to disclose the received confidential information; |
| **Confidentiality Declaration** | means the written declaration of a Commission member, expert, or other person that they will not provide third parties with information whose disclosure would contradict the requirements of the relevant laws, public interests, or violate the legitimate interests of the economic entities participating in the procurement and/or the Public entity; |
| **Competitive Dialogue** | means the procurement conducted by the Public entity according to the LPPDSS and these Conditions, during which it seeks to select a Private entity for the Project implementation and conducts a dialogue with the Candidates to select one or several suitable solutions that meet the Public entity's requirements, based on which the selected Candidates submit Proposals, and the Contract is concluded with the Participant who submitted the best Proposal and the Private entity established by them; |
| **Qualification Requirements** | means the qualification requirements for the Candidate regarding financial and economic or technical and professional capacity specified in Annex 4 of the Conditions *Qualification requirements, Grounds for Exclusion, National Security Requirements*; |
| **Maximum PPP Fee** | means the obligations of the Public entity specified in the Government Resolution No. 1086 of December 11, 2024, “On the public and private sector partnership project 'Creation of military town infrastructure in Klaipėda district, Kairiai'“ minus the value of the risks retained by the Public entity. The Maximum PPP fee is EUR 494,787,478 with VAT discounted value. This amount may be changed in accordance with the procedure established by the legal acts of the Republic of Lithuania; |
| **National Security Requirements** | means the requirements specified in Table 3 *National Security Requirements* of Annex 4 of the Conditions *Qualification requirements, Grounds for exclusion, and* *National Security Requirements*; |
| **Impartiality Declaration** | means the written declaration of a Commission member, expert, or other person that they are impartial towards economic entities related to this Competitive Dialogue; |

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| **New assets** | means long-term movable property not specified in the Specifications, acquired at the discretion of the Private entity to ensure timely and proper provision of Services, the list of which is submitted to the Public entity before the start of Operation and which will belong to the Private entity during the Contract period; |

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| **Object** | means a designed, built, and appropriately equipped (including furniture and equipment specified in the Specifications) military town in P. Plechavičius military training area, Klaipėda district, Kairiai as defined in the Specifications; |
| **Proposal** | means a proposal submitted in the form specified in Annex 23 of the Conditions, *Proposal form*, together with supporting documents, discussing the technical, financial, and legal issues of the Project implementation formulated in the Conditions and discussed during the dialogue, providing other information required in the Conditions, and based on which the Participant is ready to sign the Contract. The Participant’s proposal is final; |
| **Services** | means the services specified in the Specifications and Proposal provided by the Private entity in accordance with the Contract, Specifications requirements, and Proposal provisions; |
| **Grounds for exclusion** | means the requirements imposed on the Candidate in Table 1 *Grounds for Exclusion* of Annex 4 to the Conditions, *Qualification Requirements, Grounds for Exclusion, and National Security Requirements*, regarding the absence of the conditions specified in Article 34 of the LPPDSS, which prohibit and restrict the participation of suppliers in the procurement; |
| **Request** | means any question or request for clarification or modification/change of the Conditions related to the Competitive dialogue submitted to the Commission by the economic entity, Candidate, or Participant in accordance with the procedure established in the Conditions. |
| **Private entity** | means an economic entity established or formed by the Participant whose Proposal is recognized as the best and who is invited to sign the Contract, which becomes a party to the Contract and carries out the activities specified therein, which at the time of signing the Contract must:   1. be a private limited liability company; and 2. belong (i.e., 100% of its shares (parts)) only to the Investor(s), except in cases where the Contract explicitly allows otherwise; and 3. be intended only for the implementation of the Project; and 4. have no debts or other obligations unrelated to the performance of the Contract; 5. apply the applicable business accounting standards; and 6. be registered as a VAT payer. |
| **Project** | means a project implemented through a public and private partnership to create military town infrastructure in Klaipėda district, Kairiai, as described in the Specifications. |
| **Project documentation** | means the project proposal or technical work project of the Object; |
| **Registration tool** | means a service quality management and violation registration tool created and implemented by the Private entity, which should create more favourable conditions for the functioning of the Object. |
| **Regulation** | means the Council Regulation (EU) 2022/576 of April 8, 2022, partially amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine. |
| **Costs** | means all costs of the Private entity related to the execution of Works and/or provision of Services, which can be attributed to the cost groups specified in the Financial Operating Model. |
| **Conditions** | means the conditions of this Competitive dialogue and their annexes, as well as all their clarifications and responses to Requests. |
| **Specifications** | means the specifications of Services and/or Works provided in Annex 2 of the Conditions *Technical Specifications*, setting requirements and indicators based on which the Participant prepares the Solution and Proposal and which must be met by the Works and/or Services. |
| **Decision on the feasibility of PPSP** | means the decision of the Government of the Republic of Lithuania of December 11, 2024, No. 1086 “On the implementation of the public and private sector partnership project “Creation of military town infrastructure in Klaipėda district, Kairiai” |
| **Solution** | means a proposal submitted in the forms specified in Annex 15 of the Conditions *Solution form* A (technical part of the Solution) and B (financial part of the Solution) and in the manner established in the Conditions, together with the attached documents, proposing the methods and means of implementing the Project described in the Specifications and the changes to the Draft Contract presented in Annex 25 of the Conditions *Draft Contract*, aiming to best meet the needs of the Public entity with the implemented Project. |
| **Subcontractors** | means the economic entities specified in the Solution, Application, and/or Proposal or those replacing them or newly engaged during the performance of the Contract, who perform works or provide services for which the Private entity is responsible under the Contract, except for electricity and heat energy, water suppliers, sewage disposal, waste removal, and other utility service providers. |
| **Related company** | means any company meeting the requirements specified in the *List of related companies form* in Annex 24 of the Conditions. |
| **Contract** | means the public and private partnership contract sought to be concluded through this Competitive dialogue between the Public entity and the Private entity established by the Investor, aiming to implement the Project in the PPP manner, as established in the Investment Law and Conditions. |
| **Assets** | means New assets, and the Object; |
| **Technical proposal** | means a proposal submitted in the form specified in Annex 23 of the Conditions Propo*sal form*, together with supporting documents, for the implementation of the technical conditions of the Project |
| **Public entity** | means the Ministry of National Defence of the Republic of Lithuania, a state budgetary institution, institution code – 188602751, address – Totorių str. 25, LT-01121, Vilnius, tel.: +370 706 70 750, which, according to the decision of the Government of the Republic of Lithuania of December 11, 2024, No. 1086 “On the implementation of the public and private sector partnership project “Creation of military town infrastructure in Klaipėda district, Kairiai” is considered a public entity according to Article 2, Part 17 of the Investment Law, as well as a contracting authority according to Article 4, Part 17 of the LPPDSS. |
| **Law on State and Service Secrets** | means the Law on State and Service Secrets of the Republic of Lithuania; |
| **Public and Private Partnership or PPP** | means a public and private partnership method where the Private entity invests in the areas of activity assigned to the functions of the Public entity and the state or municipal property necessary for this activity under the conditions specified in the public and private partnership contract and carries out the activity specified in the Investment Law, for which the Public entity pays the Private entity. |
| **PPP fee or Fee** | means the Public entity's payment to the Private entity for the creation of the Object and provision of Services, calculated and paid according to the payment and settlement procedure specified in Annex 3 *Settlement and payment procedure* of the Contract; |
| **LPPDSS** | means the Law on Public Procurement in Defence and Security Sector of the Republic of Lithuania; |
| **Land plot(s)** | means these land plots owned by the Republic of Lithuania, which the Public entity manages under trust and in parts of which (a total of about 70 hectares) the Public entity will authorize the Private entity to perform actions necessary for the creation of the Object during the construction period:  1.) Plot with unique number 5552-0001-0037, located at Klaipėda district municipality, Priekulė eldership;   1. 2.) Plot with unique number 4400-5816-0384, located at Klaipėda district municipality, Priekulė eldership, Kairiai village. |

Other terms used in the Conditions correspond to the terms used in the LPPDSS and the Law on Investments.

**ANNEX 2. TECHNICAL SPECIFICATIONS**

[*Attached as a separate document*.]

Together with the technical part of the Solution/Proposal, the Candidate/Participant must submit completed forms of Specifications appendices [*indicate the numbers of the appendices*].

**ANNEX 3. SUBMISSION OF REQUESTS**

1. Requests can only be submitted through the CVP IS communication tools. Requests are submitted in Lithuanian. To submit an application or Solution/Proposal, it is necessary to register with the CVP IS. Descriptions of the registration procedures and the Request submission procedures can be found at: https://vpt.lrv.lt/lt/nauja-cvp-is-aktuali-nuo-2024-12-01/metodine-medziaga-instrukcijos/tiekejamsnaujaCVPIS/.
2. Requests related to a specific procedure can be submitted no later than 8 days before the deadline for submitting the application, Solution/Proposal, or dialogue.
3. When submitting Requests, the economic entity/Candidate/Participant must indicate whether the Request contains confidential information and what exactly is considered confidential. If the Commission does not agree that the specified information is confidential, it will ask to justify its confidentiality. If, in the opinion of the Commission, the Candidate/Participant does not justify the confidentiality of the specified information, the part of the Request, which in the opinion of the Commission was not justified as confidential, will be addressed for all Candidates / Participants.
4. The Commission will respond to timely submitted Requests immediately through the CVP IS communication tools, but no later than 6 (six) Working days from the receipt of the Request and no later than 6 (six) Working days before the deadline for submitting the application, dialogue, Solution/Proposal, except as specified in this Paragraph. If the Commission needs more time to prepare a detailed response, no later than 6 (six) days from the receipt of the Request, Candidates/Participants will be informed about the exact time of the response and the extension of the relevant deadlines if the response is provided later than 6 (six) days before the deadline for submitting the application, dialogue, Solution/Proposal.

## **ANNEX 4. Qualification Requirements, Grounds for Exclusion and National Security Requirements**

1. A Candidate wishing to participate in the Competitive Dialogue must meet all the requirements set out in the *Grounds for Exclusion* table below regarding the absence of Grounds for Exclusion and the Qualification requirements set out in the *Qualification Requirements* table, as well as National security requirements specified in Table 3, and submit supporting documents as required by the conditions in Annex 9 *Submission of Application*.

*Table 1*

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| --- | --- | --- | --- |
| **Grounds for exclusion** | | | |
| **No.** | **Grounds** | **Article, paragraph, clause of the Law on Public Procurement in the Area of Protection and Security Services (LPPAPSS)** | **Documents proving the absence of grounds** |
|  | The Candidate or the manager, other member of the management or supervisory body or other person(s) having the power to represent or control the Candidate, to take a decision on its behalf, to conclude a transaction on its behalf, or the person(s) having the power to draw up and sign the Candidate's financial accounts, of the Candidate, being a legal person, another organisation or a subdivision of the Candidate, has/ have been convicted of any of the following offences:   1. participation in, organization or directing of a criminal organization; 2. a terrorist offence or an offence related to terrorist activities, disclosure or loss of state secrets; 3. bribery, trade in effects, bribes; 4. fraud, embezzlement, misappropriation of assets, false declaration of the activities of a legal person, use of a credit, loan or special-purpose grant, subsidy or grant not for its intended purpose or in accordance with the procedure laid down, credit fraud, misrepresentation of income, profits or assets, false declaration, failure to submit a statement, report or other document, fraudulent management and/or organisation of accounts or abuse, when these criminal offences affect the financial interests of the European Union within the meaning of the provisions of the Convention on the Protection of the European Communities' Financial Interests drawn up in accordance with Article K.3 of the Treaty on European Union, Article 1; 5. Legalisation of the proceeds of crime; 6. An offence committed in other States as defined in the criminal laws of other States implementing the European Union legislation listed in Article 39(1) of Directive 2009/81/EC.   It is considered that the Candidate or its responsible person has been convicted of the criminal offence referred to above in this point if:  1) No judgement of conviction has been passed and effective in respect of the manager (s) of the Candidate, which is a legal person, another organisation or its branch, entitled to represent the Candidate or to control it, or to make decisions in its name entitled to draft and sign the financial accounting documents of the Candidate during the last 5 years and this person does not have the effective criminal conviction record;  3) A judgement of conviction has not been passed and effective in the past 5 years in respect of the Candidate, which is a legal entity, another organisation or its branch.  The person responsible specified in this section, who has the right to control the supplier, is understood as the controlling person defined in Part 151 of Article 2 of the Law on Public Procurement of the Republic of Lithuania. | Article 34 (1) (1) and (2) of the **LPPAPSS** | The following is requested from Candidates established in Lithuania:   * Extract from the court judgment, or * Certificate issued at the Informatics and Communications Department under the Ministry of the Interior.   Candidates established outside Lithuania are required to have a document from the relevant foreign authority. If the Candidate is unable to provide the documents referred to above because no such documents are issued in the Member State or country concerned, or because the documents issued do not cover all the matters referred to in this point, they may be replaced:  a) A declaration on oath; or  b) An official declaration by the Candidate if the country does not use a declaration on oath. The official declaration must be certified by the notary public or a competent professional or trade body of the Member State of origin or of the Supplier’s country of origin or the competent authority of the country Candidate's registration.  The following must be submitted: (1) A list of the Candidate’s shareholders/participants indicating the number of shares, stakes, parts, contributions, or/and votes held at the Candidate’s meeting, (2) completed Annex 5 Candidate’s Declaration Form to the Conditions. In case of doubt, the Commission has the right to request the Candidate to provide additional information in order to verify the absence of the grounds for Exclusion specified in this section.  The documents referred to must be issued not earlier than 180 (one hundred and eighty) days before the due date for the submission of applications, or their validity must extend to that date. |
|  | The Candidate has committed a serious professional misconduct which leads the Commission to doubt their integrity, where they have committed an infringement of financial reporting and auditing legislation less than one (1) year after the date of the misconduct. | Article 34 (1) (3) (a) of the **LPPAPSS** | No additional supporting documents are required from Candidates established in Lithuania; it is sufficient to submit the completed Candidate Declaration form from Annex 5 of the Conditions. When making decisions about excluding a Candidate from the Competitive Dialogue procedure on the grounds specified in this point, among other things, the information published in the national database at the address is considered. https://www.registrucentras.lt/jar/p/index.php.  Candidates established outside Lithuania are required to provide a document from the relevant foreign authority, but only if such documents are issued. If such documents are not issued, a filled out *Candidate Declaration form* in Annex 5 to the Conditions shall be submitted. |
|  | The Candidate has committed a serious professional breach that causes the Commission to doubt the supplier's integrity when they (the Candidate) do not meet the minimum criteria for a reliable taxpayer, as specified in Article 401(1) of the Republic of Lithuania Law on Tax Administration . | Article 34 (1) (3) (b) of the **LPPAPSS** | No additional supporting documents are required from Candidates established in Lithuania; it is sufficient to submit the completed Candidate Declaration form from Annex 5 of the Conditions. When making decisions about excluding a Candidate from the Competitive Dialogue procedure on the grounds specified in this point, among other things, the information published in the national database at the address is considered. https://www.vmi.lt/evmi/mokesciu-moketoju-informacija .  Candidates established outside Lithuania are required to provide a document from the relevant foreign authority, but only if such documents are issued. If such documents are not issued, a filled out *Candidate Declaration form* in Annex 5 to the Conditions shall be submitted. |
|  | The Candidate has committed a serious professional breach that causes the Commission to doubt their integrity, when they have violated the prohibition on making prohibited agreements as set out in the Republic of Lithuania Law on Competition or similar provisions in the legislation of another country, and less than 3 (three) years have passed since the date of the violation. | Article 34 (1) (3) (c) of the **LPPAPSS** | No additional supporting documents are required from Candidates established in Lithuania; it is sufficient to submit the completed Candidate Declaration form from Annex 5 of the Conditions. When making decisions about excluding a Candidate from the Competitive Dialogue procedure on the grounds specified in this point, among other things, the information published in the national database at the address is considered https://kt.gov.lt/lt/atviri-duomenys/diskvalifikavimas-is-viesuju-pirkimu.  Candidates established outside Lithuania are required to provide a document from the relevant foreign authority, but only if such documents are issued. If such documents are not issued, a filled out *Candidate Declaration form* in Annex 5 to the Conditions shall be submitted. |
|  | The Candidate has committed a serious professional misconduct that causes the Commission to doubt their integrity, when they have failed to fulfil a contract concluded under **LPPAPSS**, LLP, or the Law on Procurement by Contracting Authorities in the Sectors of Water Supply, Energy, Transport, or Postal Services , or a concession agreement, or have failed to fulfil it correctly, and this was a material breach of the contract as defined in Article 6.217 of the Civil Code (hereinafter referred to as a material breach of the Contract), which resulted in the termination of the contract in the past 3 (three) years, or a court decision was made and became final in the past 3 (three) years, which has upheld a claim for compensation of the contracting authority, contracting entity, or granting institution for compensation for losses incurred due to the Candidate’s significant or persistent deficiencies in fulfilling the material term of the contract, or a decision of the Public Authority has been taken in the last three (3) years that the Candidate performed the material contract condition with significant or persistent deficiencies, resulting in the imposition of a penalty as stipulated in the contract.  On this basis, the Candidate is also excluded from the Competitive dialogue of other countries, during the past 3 (three) years, it has been established that during the previous contract, the previous contract with the Contracting Authority, he has implemented the essential requirement specified in the Contract of sale with serious or consistent permanent deficiencies, resulting in the earlier termination of the Contract before the expiry date specified in that Contract, in claiming compensation or applying other similar sanctions. | Article 34 (1) (3) (d) of the **LPPAPSS** | No additional supporting documents are required from Candidates established in Lithuania; it is sufficient to submit the completed Candidate Declaration form from Annex 5 of the Conditions. When taking decisions on the exclusion of a Candidate from the procurement procedure on the grounds for exclusion referred to in this paragraph, the following information may be taken into account:  https://vpt.lrv.lt/lt/nuorodos/kiti-duomenys/powerbi/nepatikimi-tiekejai-1/  https://vpt.lrv.lt/lt/pasalinimo-pagrindai-1/nepatikimu-koncesininku-sarasas-1/nepatikimu-koncesininku-sarasas  Candidates established outside Lithuania are required to provide a document from the relevant foreign authority, but only if such documents are issued. If such documents are not issued, a filled out *Candidate Declaration form* in Annex 5 to the Conditions shall be submitted. |
|  | The Candidate is insolvent, he has been the subject of a restructuring or bankruptcy proceedings, winding-up proceedings are initiated or commenced, when his property is managed by a court or a bankruptcy administrator, when he has entered into a settlement agreement with creditors (an agreement between the Candidate and the creditors to continue the activities of the Candidate when the Candidate assumes certain obligations; and the creditors agree to postpone, reduce or cancel their claims) when its activities are suspended or restricted or its standing is the same or similar in accordance with the laws of the country of its registration. | Article 34 (2) (1) of the Law on Public Procurement | No additional supporting documents are required from Candidates established in Lithuania; it is sufficient to submit the completed Candidate Declaration form from Annex 5 of the Conditions. The Commission independently verifies data in the national database at the address https://www.registrucentras.lt/jar/p/. If necessary, the Commission shall have the right to request a document from the State Enterprise Centre of Registers issued in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities.  Candidates established outside Lithuania are required to provide a document from the relevant foreign authority, but only if such documents are issued. If such documents are not issued, a filled out *Candidate Declaration form* in Annex 5 to the Conditions shall be submitted.  In such a case, the document must be issued no earlier than 180 (one hundred and eighty) days before the submission due date for the submission of applications, or its validity period must cover this date.  If the Candidate cannot provide the specified documents because such documents are not issued in the Member State or relevant country, or the issued documents do not cover all the issues raised in this point, they may be replaced by:  a) a declaration on oath; or  b) an official declaration by the Candidate if the country does not use a declaration on oath. The official declaration must be certified by the notary public or a competent professional or trade body of the Member State of origin or of the Supplier’s country of origin or the competent authority of the country Candidate's registration. |
|  | There has been a final court conviction in respect of the Candidate, as a legal entity, within the past 5 (five) years for criminal offenses related to property, property rights, and economic interests, intellectual or industrial property, economy and business order, financial systems, public service, and public interests, as well as criminal offenses related to the possession of weapons, ammunition, military equipment, explosives, or radioactive materials, except for the offenses listed in point 1 of this table.  It is considered that the Candidate has been convicted of the criminal offense referred to above in this point when:   1. There has been a final court conviction in respect of the Candidate within the past 5 years; | Article 34 (2) (2) and (3) of the LPPAPSS | The following is requested from Candidates established in Lithuania:   * Extract from the court judgment, or * Certificate issued at the Informatics and Communications Department under the Ministry of the Interior.   Candidates established outside Lithuania are required to have a document from the relevant foreign authority. If the Candidate is unable to provide the documents referred to above because no such documents are issued in the Member State or country concerned, or because the documents issued do not cover all the matters referred to in this point, they may be replaced:  a) A declaration on oath; or  b) An official declaration by the Candidate if the country does not use a declaration on oath. The official declaration must be certified by the notary public or a competent professional or trade body of the Member State of origin or of the Supplier’s country of origin or the competent authority of the country Candidate's registration.  The documents referred to must be issued not earlier than 180 (one hundred and eighty) days before the due date for the submission of tenders, or their validity must extend to that date. |
|  | The Candidate has committed a serious professional misconduct (except for the misconduct referred to in Article 34(1)(3) of the LPPAPSS) which gives rise to doubts of the Commission as to their integrity, and this breach can be proven by any suitable means. On this basis, the Commission excludes the Candidate from the Competitive Dialogue procedure if less than 1 (one) year has passed since the date of the breach. | Article 34 (2) (4) of the LPPAPSS | No additional supporting documents are required from Candidates established in Lithuania; it is sufficient to submit the completed Candidate Declaration form from Annex 5 of the Conditions.  Candidates established outside Lithuania are required to provide a document from the relevant foreign authority, but only if such documents are issued. If such documents are not issued, a filled out *Candidate Declaration form* in Annex 5 to the Conditions shall be submitted. |
|  | The Candidate, their subcontractor, the economic operator whose capacity the Financier relies upon, Another loan provider, equity provider, or the person controlling them, is not reliable or poses a threat to national security. | Article 34 (2) (5) of the LPPAPSS | A completed form for *Information on reliability*[[1]](#footnote-1) from Annex 6 of the Conditions must be submitted along with the documents specified therein. |
|  | The Candidate has not fulfilled obligations relating to the payment of taxes including social security contributions in accordance with the legal provisions of the country of registration or the country in which the Public Entity is established. The Candidate shall be deemed to have fulfilled the obligations relating to the payment of taxes, deduction of social insurance contributions, if the outstanding amount is less than 50 (fifty) euro. | Article 34 (2) (6) and (7) of the LPPAPSS | 1. With regard to the fulfilment of obligations related to the payment of taxes, the Candidates established in Lithuania are requested to:   * Extract from a court decision (if any) or a document issued by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania, * A document issued by the State Enterprise Centre of Registers according to a procedure specified by the Government of the Republic of Lithuania confirming the collective data processed by the competent authorities.   Candidates established outside Lithuania are required to have a document from the relevant foreign authority. If the Candidate cannot provide the specified documents because such documents are not issued in the Member State or relevant country, or the issued documents do not cover all the issues raised in this point, they may be replaced by:  a) A declaration on oath; or  b) An official declaration by the Candidate if the country does not use a declaration on oath. The official declaration must be certified by the notary public or a competent professional or trade body of the Member State of origin or of the Supplier’s country of origin or the competent authority of the country Candidate's registration.  2. With regard to the fulfilment of obligations related to the payment of social insurance contributions, the Candidates established in Lithuania are requested to:  If the Candidate is a legal entity registered in the Republic of Lithuania, he is not required to submit the documents for this requirement. The Commission shall independently verify the data in the national database at the address http://draudejai.sodra.lt/draudeju\_viesi\_duomenys/.  If, due to technical failures of the information system of the State Social Insurance Fund Board (hereinafter referred to as Sodra), the Commission will not be able to verify the data about the Candidate (legal person) available free of charge, it will be entitled to request the Candidate (legal entity) to provide an extract from a court decision (if any) or a document issued by Sodra in accordance with the procedure laid down by Sodra, confirming the compliance with this requirement. The Candidate can also submit a document issued by the State Enterprise Centre of Registers according to the procedure specified by the Government of the Republic of Lithuania confirming the collective data processed by the competent authorities.  Candidates established outside Lithuania are required to have a document from the relevant foreign authority. If the Candidate cannot provide the specified documents because such documents are not issued in the Member State or relevant country, or the issued documents do not cover all the issues raised in this point, they may be replaced by:  a) A declaration on oath; or  b) An official declaration by the Candidate if the country does not use a declaration on oath. The official declaration must be certified by the notary public or a competent professional or trade body of the Member State of origin or of the Supplier’s country of origin or the competent authority of the country Candidate's registration.  The documents referred to must be issued not earlier than 180 (one hundred and eighty) days before the due date for the submission of applications, or their validity must extend to that date. |
|  | The Candidate, during the Competitive Dialogue procedure, concealed information or provided false information about compliance with the requirements established in Articles 34, 35, 36, and 37 of the LPPAPSS, and the Commission can prove this by any legal means.  On this basis, the Candidate shall also be excluded from the Competitive Dialogue procedure where, in the course of previous procedures carried out in accordance with the procedure laid down in the LPPAPSS, the Law on Procurement by Contracting Authorities in the Sectors of Water Supply, Energy, Transport, or Postal Services, or the Law on Concessions, the Candidate concealed information or has provided false information as referred to in this point, and has been excluded, for this reason, from the procedures for awarding the contract or the concession within the last one year.  On this basis, the Candidate shall also be excluded from the Competitive Dialogue procedure where, in accordance with the legislation of other countries, it has concealed information or provided false information in previous procedures, which has led to its exclusion from the procurement or concession procedures within the last one year or to the application of other similar penalties. | Article 34 (2) (8) of the LPPAPSS | No additional supporting documents are required from Candidates established in Lithuania; it is sufficient to submit the completed Candidate Declaration form from Annex 5 of the Conditions. When making decisions regarding the Candidate's exclusion from the Competitive Dialogue procedure on the basis of exclusion specified in this point, consideration may also be given to the information published at https://vpt.lrv.lt/lt/nuorodos/kiti-duomenys/powerbi/melaginga-informacija-pateikusiu-tiekeju-sarasas-3/  Candidates established outside Lithuania are required to provide a document from the relevant foreign authority, but only if such documents are issued. If such documents are not issued, a filled out *Candidate Declaration form* in Annex 5 to the Conditions shall be submitted. |
|  | The participant has not performed the criminal penalty imposed on them – the prohibition for a legal entity to participate in public procurement. | In accordance with Article 34(1)(21) of the LPPAPSS. | No additional supporting documents are requested from Candidates established in Lithuania; it is sufficient to submit a filled out *Candidate declaration form* in Annex 5 to the Conditions. If such documents are not issued, a filled out *Candidate Declaration form* in Annex 5 to the Conditions shall be submitted. |
|  | The Participant and the Subcontractors[[2]](#footnote-2) used by the Participant do not comply with the requirements for the protection of classified information: they cannot work with or access classified information marked with the confidentiality mark "Restricted Use".  It is not required to submit the documents specified in this paragraph 13 along with the application; they will be verified with the Tender. |  | A certificate confirming compliance with the requirements for the protection of classified information marked "Restricted Use" or a certificate confirming the reliability of the undertaking or a permit to work with classified information issued in accordance with the procedure laid down by the Republic of Lithuania Law on State and Service Secrets.  Companies, institutions or organisations operating and registered in foreign countries that have signed international treaties on mutual protection of classified information or exchanging classified information in accordance with the laws of the European Union or NATO, or citizens of such foreign countries may participate in the selections announced by the entities of classified information of the Republic of Lithuania for and drink into classified transaction during which the classified information of the Republic of Lithuania will be transferred if the foreign institution ensuring the security of classified transactions confirms that the company, institution, organisation participating in the selection are reliable and meet the requirements of that foreign state suppliers, entering into relevant classified transactions. |

*Table 2*

| **Qualification requirements** | |
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| **II. Requirements of financial and economic capacity** | **As evidence of compliance, the following must be submitted:** |
| * 1. **The Candidate must be financially capable of financing the Project. The total financing amount, including the financier’s contribution along with the Candidate’s financial contribution, must be no less than 345,000,000 (three hundred and forty five million) EUR.** | Documents to be submitted:  Financier: preliminary non-binding proposal;  Another loan provider: preliminary non-binding proposal;  Equity providers:  - a brief description of the amount of equity capital to be contributed, explaining the availability of capital for the Project;  - data on equity providers, shareholders, and guarantors (legal status, registration certificate from the register of legal entities, shareholder structure, and list of management bodies, etc.);  - when the equity provider is a legal entity, a shareholders’ decision on the intention to invest in a specific project is submitted, indicating the terms of provision and structure of the equity;  - financial statements (balance sheet, profit (loss) statement, cash flow statement) of equity providers audited by an independent auditor for the last 3 years with the auditor’s conclusion and explanatory note;  - information about significant financial events that may affect the current financial condition of the entity, since the last annual financial statements;  - other documents that provide significant information for assessment of the reliability of financial capacity.  Note: when the financing provider is a fund, a decision of the management body of the fund management company on the intention to invest in the Project is provided, along with the investment strategy and investor structure; |

| **Qualification requirements** | |
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| **III. Requirements for technical and professional capacity** | **As evidence of compliance, the following must be submitted:** |
| **3.1. The Candidate, within the last 5 (five) years, or since the date of the Candidate’s registration (if the activity has been carried out for less than 5 (five) years) until the due date for the submission of applications, must have completed the construction and/or the reconstruction of structures classified as special buildings (under one or more contracts)[[3]](#footnote-3) with a value not less than 70,000,000 (seventy million) EUR (excluding VAT). The works performed and the final results must be recognised as properly completed (a (building) construction completion certificate or and/or a declaration of completion of construction obtained).**   * if the application is submitted by a group of economic operators – the requirement must be met by all members of the group of economic operators jointly (the experience of the group members is summed up), taking into account their assumed obligations; * The Candidate may rely on the capacities of other economic operators only if they themselves carry out the part of the contract which requires their available capacities. * The Candidate is not prohibited from relying on a contract that the Candidate or the economic operator whose capacity is relied upon has performed not alone but together with other economic operators. However, in such cases, the following must be specified:   the specific works performed by a particular economic operator, their scope, value, and not the entire object of the executed contract (in the case of subcontracting – the works performed by the subcontractor itself; in the case of joint operation – the works of the respective part of the joint activity contract that the operator performed as a joint activity contract partner; in the case of general contracting – the completion of all works under the contract, for which they are responsible). | A list of the construction works carried out during the last 5 (five) years, or during the period from the date of registration of the Candidate (if the Candidate has been in business for less than 5 (five) years) until the closing date for submission of applications, in accordance with the form set out in Annex 13 *List of Construction and Installation Works* to the Conditions.  The list must be accompanied by certificates from the customers stating that the construction work was carried out in accordance with the requirements of the applicable regulatory documents and normative construction technical documents regulating the performance of the work and was properly completed, also indicating in the certificates the amounts of the work performed and the date and place of the start and finish of the construction.  The Commission reserves the right to request the submission of construction completion certificates and/or declarations of completion of construction. |
| **3.2. The volume of new construction and/or reconstruction and/or major repairs of transport communications (roads and/or streets) and/or airport structures by the Candidate during the last 5 (five) years or during the period from the date of the Candidate's registration (if the activity has been carried out for less than 5 (five) years) to the closing date of the due date for the submission of applications must be not less than EUR 18 000 000 (eighteen million euro) (VAT excluded). The execution of the works and the final results must be recognised as satisfactorily completed.** The volumes shall be calculated both from completed and ongoing contracts.   * if the application is submitted by a group of economic operators – the requirement must be met by all members of the group of economic operators jointly (the experience of the group members is summed up), taking into account their assumed obligations; * The Candidate may rely on the capacities of other economic operators only if they themselves carry out the part of the contract which requires their available capacities. * The Candidate is not prohibited from relying on a contract that the Candidate or the economic operator whose capacity is relied upon has performed not alone but together with other economic operators. However, in such cases, the following must be specified:   The specific works performed by a particular economic operator, their scope, value, and not the entire object of the executed contract in the case of subcontracting – the works performed by the subcontractor itself; in the case of joint operation – the works of the respective part of the joint activity contract that the operator performed as a joint activity contract partner; in the case of general contracting – the completion of all works under the contract, for which they are responsible). | A list of construction works duly executed or in progress (contracts) during the last five (5) years or during the period from the date of registration of the Candidate (if the Candidate has been in business for less than five (5) years) to the closing date for submission of applications, in accordance with the format set out in the form of the List of Major Construction Works in the form set out in Annex 13: *List of Construction and Installation Works*.  A list of the construction works carried out during the last five (5) years or during the period from the date of registration of the Candidate (if the Candidate has been in business for less than five (5) years) until the closing date for the submission of applications, in accordance with the form set out in Annex 13: *List of Construction and Installation Works.*  The list must be accompanied by certificates from the customers stating that the construction work was carried out in accordance with the requirements of the applicable regulatory documents and normative construction technical documents regulating the performance of the work and was properly completed/accepted by the employer, also indicating in the certificates the amounts of the work performed and the date and place of the start and finish of the construction and/or construction works.  The Commission reserves the right to request the submission of certificates of approval for use and/or construction completion certificates and/or handover certificates for construction works performed by the contractor to the builder (client) and/or declarations of completion of construction. |
| **3.3.** **The Candidate has, within the last five (5) years or within the period from the date of registration of the Candidate (if less than five (5) years) until the closing date for submission of applications, provided, under one or more contracts, maintenance services and/or cleaning and waste management services for non-residential buildings and/or civil engineering works and/or maintenance and cleaning services for the grounds and green areas, the total value of which must not be less than EUR 2 000 000 (two million euro) (excluding VAT).**  The volumes shall be calculated both from completed and ongoing contracts.   * if the application is submitted by a group of economic operators – the requirement must be met by all members of the group of economic operators jointly (the experience of the group members is summed up), taking into account their assumed obligations; * The Candidate may rely on the capacities of other economic operators only if they themselves carry out the part of the contract which requires their available capacities. * The Candidate is not prohibited from relying on a contract that the Candidate or the economic operator whose capacity is relied upon has performed not alone but together with other economic operators. However, in such a case, it is the services provided by the particular economic operator, their scope and value, which must be indicated, and not the entire subject-matter of the contract performed. | A list of maintenance services and/or cleaning and waste management services and/or maintenance and cleaning of grounds and green areas in non-residential buildings and/or civil engineering works provided during the last 5 (five) years or during the period from the date of registration of the Candidate (if the Candidate has been in business for less than 5 (five) years) until the closing date for the submission of applications, in accordance with the format set out in the form in Annex 14: *Service* *List* to of the Conditions of Application.  The list shall be accompanied by certificates from the customers to the effect that the services have been duly provided, indicating the amounts of the services provided and the period of time during which the services were provided. |

1. The documents specified in column 4 of the table of grounds for exclusion must be submitted by suppliers registered in the Republic of Lithuania. For documents to be submitted by suppliers from foreign countries, the Commission will verify the information in the European Commission's *e-Certis* document repository, at the address https://ec.europa.eu/tools/ecertis/.
2. If the Candidate cannot submit the required documents for justifiable reasons, they have the right to submit other documents acceptable to the Commission. In such cases, it is advisable to contact the Commission in advance to confirm the acceptability of the supporting documents.
3. If the Candidate is a group of economic operators, the requirements regarding the absence of grounds for exclusion and national security requirements must be met by each member of the group of economic operators, while other requirements (economic and financial status, technical and professional capacity) must be met, and the corresponding documents specified in the Terms must be submitted by at least one member of the group or by all members of the group together.
4. In order to prove compliance with the qualification requirements set out in clauses 2.1, 3.1, 3.2, and 3.3, as well as the qualification selection criteria, the capacities of subcontractors or other economic operators can also be relied upon. The subjects whose qualification the Candidate relies on must comply with the national security requirements specified in clause 1 of table 3 and the requirements for the absence of grounds for exclusion, and for grounds for exclusion in clause 13 – only those who will design and install security systems and communications referred to in the Specifications: 2.3.1.10. Telecommunications and phone technical information transmission devices; 2.3.1.11. Telecommunications systems; 2.3.1.12. Search and signalling systems. Document 35 of Appendix 2.1. of Annex 2 to the conditions “Technical specification for the installation of communication systems”; Document 36 of Appendix 2.1. of Annex 2 to the conditions “Requirements for the installation of electronic security systems”. In this case, together with the Application, the Candidate must provide evidence that such Economic entities undertake to provide the Candidate with the appropriate capacity for the performance of the Contract and that they have and can provide the Candidate with that capacity. Such evidence may include a preliminary contract of services or other relevant contract, which must clearly and specifically indicate the transfer of resources, the means and measures that ensure that the Candidate will be actually transferred the relevant qualification, and must include sanctions to the entity providing the capacity for failure to comply with the contractual obligations in part and/or in full, in addition, the contract must stipulate not only the right of the Candidate, but also the Private Entity, and the authority of the Public Entity to demand the fulfilment of obligations under this contract. The Candidate may also submit other documents proving the availability of resources, but they must be equivalent and acceptable to the Commission, as well as all the conditions established by the Commission in this clause above.
5. Qualification supporting documents (certificates, declarations, client certificates, etc.) or translations of qualification supporting documents originals (e.g. certificates issued by competent authorities in Italian) may be submitted in English/Lithuanian. The Commission shall have the right to request the Candidate to provide translations of the documents into Lithuanian.
6. If the data in the submitted documents is presented in a currency other than euro, the values must be converted according to the exchange rate of the European Central Bank for the euro and that currency, and in cases where the European Central Bank does not publish the indicative exchange rate for the euro and foreign currencies, according to the indicative exchange rate for the euro and foreign currencies established and published by the Bank of Lithuania, applicable on the date of signing the contract.
7. The absence of grounds for exclusion requirements applies to both the Candidate and to the entities whose qualifications the Candidate relies on, and the Grounds for Exclusion in point 9 of the Table of Grounds for Exclusion also apply to the Subcontractor whose qualifications are not relied upon, as well as to the persons controlling the Candidate, the Subcontractor, entities whose capacities are relied upon, Financier, Another loan provider, and equity provider.
8. The Ground for Exclusion in Paragraph 9 of the Table of Grounds for Exclusion is set for all Subcontractors, however, documents confirming its absence, necessary for verification, are requested only from the Subcontractor, when, according to preliminary data, the value of the Works planned to be performed by the Subcontractor during a calendar year exceeds EUR 500,000 (five hundred thousand) or the value of the Services provided during a calendar year exceeds EUR 300,000 (three hundred thousand) (however, if the Ground for Exclusion in Paragraph 13 of the Table of Grounds for Exclusion is applied to the Subcontractor, documents confirming the absence of the Ground for Exclusion of Paragraph 9 of the Table of Grounds for Exclusion shall be submitted regardless of the value of the Works performed or the Services provided). If the Public Entity receives data that the Subcontractor (for which it was not mandatory to submit documents for verification of the Ground for Exclusion of Paragraph 9 of the Table of Grounds for Exclusion) is unreliable, the Commission will demand that it would be replaced by another one that meets the requirements of the Conditions.
9. If the Subcontractor, the economic operators whose capacities are relied upon, the Financier or Another loan provider do not meet at least one of the requirements applicable to them on the grounds of non-exclusion, the Commission will require them to be replaced by compliant ones within a time limit to be determined by the Commission.
10. If the economic operator whose capacities are relied upon does not meet its qualification requirements or does not meet at least one of the requirements relating to the absence of grounds for exclusion, the Commission will require it to be replaced by an eligible economic operator within a time limit to be determined by it.
11. The Financier or Another loan provider shall not be considered as a Subcontractor and shall not be subject to the grounds for exclusion, except for the ground for exclusion set out in point 9 of the Table of Grounds for Exclusion.
12. Subcontractors may be replaced during the implementation of the Contract by other subcontractors or other economic operators only in accordance with the procedures set out in the Contract.
13. The Commission shall also exclude a Candidate from the Competitive Dialogue procedure based on the Grounds for Exclusion specified in clauses 2–11 of the Table of Grounds for Exclusion and in cases where it has convincing evidence that the Candidate, in order to avoid the application of the mentioned grounds for exclusion, has been established or participates in the procurement instead of another person.
14. In deciding whether to exclude a Candidate from the Competitive Dialogue procedure on the basis of the grounds for exclusion set out in clauses 2 to 11 of the Table of Grounds for Exclusion, the Commission shall take into account whether, in the context of the assessment of the Candidate's credibility, the exclusion of the Candidate is proportionate to the conduct of the Candidate being assessed, and, in the case of clause 4 of the Table of Grounds for Exclusion, whether the application of that ground for exclusion would result in a significant restriction of competition. When making decisions regarding the Candidate's exclusion from the Competitive Dialogue procedure based on the Grounds for Exclusion specified in clauses 5 and 11 of the Table of Grounds for Exclusion, consideration may be given to information published in accordance with Articles 38 and 55 of the LPPAPSS.
15. After receiving the applications, the Contracting Authority will contact the competent authority for verification of the entities specified in point 9 of the Table of Grounds for Exclusion. After the submission of the Tenders, once the potential successful tenderer has been identified, the potential successful tenderer, its Subcontractors, the economic operators on whose capacities it relies, Financier, Another loan provider, and the persons controlling them will be subject to a re-examination. Screening shall be carried out in accordance with the Outline of Procedures for the Assessment of Conformity with the Interests of National Security in Procurement by Contracting Authorities or Contracting Entities Operating in the Field of Defence, approved by order No. V-670 of the Minister of National Defence of the Republic of Lithuania on 14 September 2021.

The Candidate / Participant must meet the following conditions regarding National Security requirements and submit the documents specified in Table 3 together with the application.

*Table 3*

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| --- | --- | --- | --- |
| **National Security Requirements** | | | |
| **Item No.** | **Conditions** | **Article, paragraph, clause of the LPPAPSS** | **Document submissions** |
|  | The Candidate, Subcontractor, economic operator whose capacities are relied upon, and Financier[[4]](#footnote-4), Another loan provider, or Equity provider cannot be an economic operator not registered in a European Union or NATO member state. | Article 6(2) of the LPPAPSS | Documentation shall be provided in respect of the entities referred to in column 2 of this requirement: (**for a legal person**: a copy of the legal entity's constitutive documents certified by the head of the legal entity, an extended extract from the Register of Legal Entities with a history, an extract from the Information System for Participants in Legal Entities, or relevant documents from a Member State or a third country. |
|  | The goods and services specified in the list provided in Article 92, part 13, of the Law on Public Procurement may not pose a threat to national security. The specified goods and services pose a national security threat when:  1) the supplier of the goods, its Subcontractor, the economic operator whose capacities are relied upon, or the manufacturer, and their controlling person are registered (if the manufacturer or controlling person is a natural person – permanently residing or holding citizenship) in the countries or territories specified in the list provided in Article 92 (14) of the Law on Public Procurement;  2) the provision of services is carried out from the countries or territories listed Article 92 (14) of the Law on Public Procurement. | Article 40 (9) (1) and (2) of the LPPAPSS | A *Declaration of Compliance with National Security Requirements* as specified in Annex 7 of the Terms and Conditions must be submitted, along with the filled-in declaration and the documents specified in Article 40 (10), of the LPPAPSS: **for a legal person**: copy of the legal person's constitutional documents certified by the head of the legal person, an extended extract from the Register of Legal Persons containing the history, an extract from the information system of participants of legal persons or the relevant documents of a Member State or a third country; **for a natural person**: a copy of the identity document (identity card or passport), a copy of the document confirming the right to engage in relevant economic activity (e.g. business license, self-employment certificate, etc.), and a certificate of declared place of residence or equivalent documents from a member state or third country). |
|  | There must be no restrictions established by the Regulation. |  | A completed declaration of compliance with the provisions of the Regulation shall be submitted, as set out in Annexes 8 to the Terms and Conditions – *Declaration on Absence of the Conditions Specified in the Regulation* for a legal entity.  In case of doubts regarding the compliance with the provisions of the Regulation, the Contracting Authority will request documents proving the accuracy of the data provided in the declaration. |

1. Documents that do not specify an expiry date must be issued or printed from the information system no earlier than 3 months before the due date for submission of applications / tenders.
2. If the Candidate / Participant is a group of economic operators, the National Security requirements must be met by each member of the group of economic operators.
3. If the Commission determines that the Subcontractor engaged by the Candidate / Participant or another economic operator engaged by the Candidate / Participant specified in Table 3 does not meet the *National Security requirements*, it will require them to be replaced with other entities that meet the Terms and Conditions requirements.
4. The completed form of *Declaration of Compliance with National Security Requirements* referred to in clause 2 of the Table of National Security Requirements of Annex 7 to the Conditions must be submitted by the Candidate (all members of the group of economic operators) together with the application.
5. The completed form set out in clause 2 of the Table of National Security Requirements of Annex 8 to the Terms and Conditions, *Declaration on Absence of the Conditions specified in the Regulation* for a legal entity, must be submitted by the Candidate (all members of the group of economic operators) together with the application.

**ANNEX 5. CANDIDATE'S DECLARATION FORM**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**CANDIDATE'S DECLARATION**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | |  |  | | |
|  | | (Date) (number) | | |  | |
|  | (Location)  **Creation of military town infrastructure in Klaipėda district, Kairiai** | | | | |  |
|  | | | | | | |

By submitting this declaration, the Candidate confirms that they:

1. Have not committed a serious professional offense, where “*serious professional offense*” is understood as any of the following offenses:
   1. Violation of financial reporting and audit legislation, and less than one year has passed since the date of the offense;
   2. Do not meet the minimum criteria of a reliable taxpayer, as established in Article 401, Part 1 of the Law on Tax Administration of the Republic of Lithuania;
   3. Violation of the prohibition to enter into prohibited agreements, established in the Law on Competition of the Republic of Lithuania or similar legislation of another state, and less than 3 years have passed since the date of the offense;
   4. Have not fulfilled the procurement contract in accordance with the Law on Public Procurement, the Law on Public Procurement in Defence and Security Sector, or the Law on Procurement by Contracting Entities in the Fields of Water Management, Energy, Transport, or Postal Services, or the concession contract, or improper performance thereof, when it was a material breach of the public procurement contract, as established in Article 6.217 of the Civil Code (hereinafter - material breach of the procurement contract), due to which the contract was terminated in the last 3 years or a court decision was made in the last 3 years, satisfying the contracting authority's, contracting entity's, or granting institution's claim for compensation for damages incurred due to the Candidate’s significant or continuous deficiencies in fulfilling the essential contract condition, or a decision was made by the contracting authority in the last 3 years that the Candidate fulfilled the essential condition of the contract with significant or continuous deficiencies and a sanction established in the contract was applied. Also, in accordance with the legislation of other states, in the last 3 years, while fulfilling a previous procurement or concession contract, the essential requirement of the contract was fulfilled with significant or continuous deficiencies, and the previous contract was not terminated prematurely, compensation for damages was required, and other similar sanctions were applied.
2. Are not insolvent, no restructuring or bankruptcy proceedings have been initiated or started, no liquidation procedures have been initiated, their assets are not managed by a court or insolvency administrator, no peace agreement has been made with creditors (Candidate’s and creditors' agreement to continue the Candidate’s activities, where the Candidate assumes certain obligations, and the creditors agree to defer, reduce, or waive their claims), have not suspended or restricted their activities, or their situation according to the laws of the state in which they are registered is not such or similar.
3. Have not committed a serious professional offense (except as specified in clause 1) that would cause the Commission to doubt the Candidate's integrity.
4. Have not concealed information or provided false information about compliance with the requirements established in Articles 34, 35, 36, 37 of the Law on Public Procurement in Defence and Security Sector.
5. Have not concealed information or provided false information during previous procedures conducted in accordance with the Law on Public Procurement, the Law on Public Procurement in Defence and Security Sector, the Law on Procurement by Contracting Entities in the Fields of Water Management, Energy, Transport, or Postal Services, or the Law on Concessions of the Republic of Lithuania, and have not been excluded from procurement procedures in the last year due to this.
6. In accordance with the legislation of other states, have not concealed information or provided false information during previous procurement procedures and have not been excluded from procurement procedures in the last year, or no court decision or other similar sanctions have been applied in the last year.
7. No punitive measures - a ban on a legal entity (Candidate) from participating in public procurement - have been imposed, or it has already fulfilled it.
8. For the Candidate, who is a legal person, the controlling legal person, as understood under Part 151 of Article 2 of the Law on Public Procurement, has not been convicted of a criminal offence within the last 5 years and this person does not have an unexpired or revoked conviction for the criminal offences specified in Paragraphs 1 and 2 of Part 1 of Article 34 of the Law on Public Procurement.

The Candidate, by submitting the application, knows and understands that if this submitted declaration is false, in accordance with Article 28, Part 5, clause 1 or clause 2 of the LPPDSS, the submitted application / Decision / Proposal will be rejected.

The Candidate also confirms that they understand that they are responsible for the accuracy of the information provided in the declaration in accordance with the law.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| (Participant's or their authorized person's position) |  | (Signature) |  | (Name and surname) |  |

**ANNEX 6. INFORMATION ABOUT RELIABILITY**

**INFORMATION ABOUT THE PARTICIPANT, SUBCONTRACTOR, ECONOMIC ENTITY WHOSE CAPABILITIES ARE RELIED UPON, FINANCIER, ANOTHER LOAN PROVIDER, EQUITY PROVIDER, OR THE PERSON CONTROLLING THEM**

*(The form is filled out separately for the Candidate, Participant, each Sub-Provider, Financier, Another Loan Provider, Equity Provider, or their controlling person. Paragraphs 2.2-2.4 of Table 2 of the form are filled out only by the Candidate/Participant.)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(location)

**1. PARTICIPANT'S (SUBCONTRACTOR'S, ECONOMIC ENTITY WHOSE CAPABILITIES ARE RELIED UPON, FINANCIER, ANOTHER LOAN PROVIDER, EQUITY PROVIDER, OR THE PERSON CONTROLLING THEM) DATA**

|  |  |  |
| --- | --- | --- |
| 1.1. | Name of the legal entity (or name and surname of the natural person) |  |
| 1.2. | Code of the legal entity (or personal code of the natural person) |  |
| 1.3. | Registered address of the legal entity (or actual residence of the natural person) |  |
| 1.4. | Address of the place where the activity is actually carried out |  |
| 1.5. | Members of the management bodies of the legal entity (name, surname, personal code) |  |
| 1.6. | Chief accountant of the legal entity or head of the accounting department or another legal entity managing the company's accounting (name, surname, personal code or name of the legal entity, code) |  |

**2. SUBMITTED DOCUMENTS**

|  |  |  |
| --- | --- | --- |
| **#** | **Document** | **Document submission mark – “Yes” or “No” (indicate reason)** |
| 2.1. | 2.1.1. If the Participant, their Subcontractor, economic entity whose capabilities are relied upon, Financier, Another Loan Provider, Equity Provider, or the person controlling them, is a legal entity, a copy of the legal entity's founding documents certified by the head of the legal entity, an extended extract from the Register of Legal Entities with history, an extract from the Information System of Legal Entities Participants, or relevant documents issued by the member state's or third country's institution (certificates of professional or activity organizers, state-authorized institutions, as established in the state where the supplier is registered). In cases where there is no controlling person of the Financier, Another Loan Provider, or Equity Provider that meets the requirements of Part 151 of Article 2 of the Law on Public Procurement and the Financier is an institutional creditor that is a financial institution licensed and regulated by supervisory authorities (e.g. a bank, insurance company, international financial institution or fund), simplified information requirements apply to this entity - i.e. if the creditor is a publicly listed entity or an entity controlled by a supervisory authority, a detailed list of ultimate beneficiaries is not provided, but the following shall be provided:  a) a declaration of compliance with transparency and money laundering prevention requirements,  b) a reference to public information on the ownership structure (if any),  c) confirmation that there are no ultimate owners with decisive influence, or that such data is not collected due to statutory regulation.  d) a list of countries in which the Financier, Another Loan Provider, or Equity Provider actively operates, based on its annual activity report or other official information.  2.1.2 If the Participant, their Subcontractor, economic entity whose capabilities are relied upon, Financier, Another Loan Provider, Equity Provider, or the person controlling them, is a natural person, a copy of the identity document (identity card or passport), a copy of the document confirming the right to engage in the relevant economic activity (for example, business license, individual activity certificate, etc.), and a certificate of declared place of residence or relevant documents of the member state or third country. |  |
| 2.2. | If the Participant is a legal entity, – a list of their ultimate owners (if necessary – and jointly acting persons) who directly and/or indirectly control the Participant, and their data (name of the legal entity, code, name, surname, personal code) (*only documents related to the Participant should be submitted*). |  |
| 2.3. | If the Participant is a legal entity, – data about the companies owned by the ultimate owners (if necessary – and jointly acting persons) who directly and/or indirectly control the Participant, as well as the companies in which they are participants, and their data (name of the legal entity, code) (*only documents related to the Participant should be submitted*). |  |
| 2.4. | List of countries where the supplier operates and the nature of the activity, as well as the list of entities of other countries related by business cooperation and partnership ties and their data (name of the legal entity, code, name, surname, personal code, countries where these entities operate) (*only documents related to the Participant should be submitted*). |  |

**NOTE**. Personal data provided according to the requirements of this Annex are processed for national security and defence purposes, aiming to carry out procurements related to national security, in accordance with the Law on the Legal Protection of Personal Data Processed for the Prevention, Investigation, Detection, or Prosecution of Criminal Offenses, Execution of Penalties, or for National Security or Defence Purposes of the Republic of Lithuania. More information about the processing of personal data in the defence system is provided in the Rules for the Processing of Personal Data and the Implementation of Data Subjects' Rights in the Defence System, approved by the Minister of National Defence of the Republic of Lithuania on December 3, 2015, by order No. V-1253 “On the Approval of the Rules for the Processing of Personal Data and the Implementation of Data Subjects' Rights in the Defence System”, and on the website of the Ministry of National Defence [www.kam.lt](http://www.kam.lt), in the section “Personal Data Processing”. The documents specified in the Annex (and the personal data contained therein) are stored according to the procedure and terms established by the Chief Archivist of Lithuania according to the institution's documentation plan.

**ANNEX 7. NATIONAL SECURITY COMPLIANCE DECLARATION**

*(Candidate's/Participant's name)*

*(addressee (Public entity name)*

**NATIONAL SECURITY COMPLIANCE DECLARATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(DD/MM/YYYY) No. \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(Location)

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

(Participant's CEO or their authorized person's position, name and surname)

confirm that the entity I manage (represent)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

(Candidate's/Participant's name)

participating in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Public entity name)

Competitive dialogue, meets the following requirements:

|  |  |
| --- | --- |
| × | The goods offered by the Candidate/Participant do not pose a threat to national security – in accordance with Article 40, Part 9, clause 1 of the Law on Public Procurement in Defence and Security Sector of the Republic of Lithuania (hereinafter – LPPDSS), the supplier of goods, their subcontractor, the economic entity whose capabilities are relied upon, or the manufacturer and the person controlling them are not registered (if the manufacturer or the person controlling them is a natural person – permanently residing or having citizenship) in the list of countries or territories specified in Article 92, Part 14 of the Law on Public Procurement. (Conditions Annex 4, table 3, clause 2 *Qualification requirements, Grounds for exclusion, and National security requirements*) |
|  |
|  |

|  |  |
| --- | --- |
| × | The services offered by the Candidate/Participant do not pose a threat to national security – in accordance with Article 40, Part 9, Point 2 of the DL, the provision of services would not be carried out from the countries or territories specified in Article 92, Part 14 of the Law on Public Procurement. (Annex 4, table 3, clause 2 of the Conditions *Qualification requirements, Grounds for exclusion, National security requirements*) |
|  |
|  |

I confirm that this information is correct and up-to-date on the date of submission of the proposal.

I understand that in accordance with Article 40, Part 12 of the LPPDSS, the Public entity may at any time during the Competitive dialogue procedure request the Candidate/Participant to submit all or part of the documents confirming compliance with the requirements of Article 40, Part 9 of the LPPDSS, if necessary to ensure the proper conduct of the Competitive dialogue procedure.

I understand that if, based on the evaluation results, the proposal is recognized as the winning one (will be the first in the Proposal queue), the documents confirming compliance with national security requirements specified by the Public entity must be submitted.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (Candidate’s / Participant's or their authorized person's position) |  | (Signature) |  | (Name and surname) |

**ANNEX 8. DECLARATION ON THE ABSENCE OF CONDITIONS SPECIFIED IN THE REGULATION FOR A LEGAL ENTITY**

*(Participant's name)*

*(addressee (Public entity name)*

**DECLARATION ON THE ABSENCE OF CONDITIONS SPECIFIED IN THE REGULATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Date)* No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(Location)*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

(Participant's CEO or their authorized person's position, name and surname)

confirm that the entity I manage (represent)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

(Participant's name)

participating in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Public entity name)

Competitive dialogue,

is not influenced by Russia, as specified in **Article 5k of the Council Regulation (EU) 2022/576 of April 8, 2022, partially amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine**. In particular, I declare that:

(a) the company I represent (and none of the companies that are members of our consortium) is not established in Russia;

(b) the company I represent (and none of the companies that are members of our consortium) is not a legal entity, entity, or institution in which more than 50% of the ownership rights directly or indirectly belong to the entity specified in clause (a) of this declaration;

(c) neither I nor the company I represent are a natural or legal person, entity, or organization acting on behalf of or at the direction of the entity specified in clause (a) or (b) of this declaration;

(d) the contract will not be assigned to a subcontractor(s) or other entity(ies) whose capabilities are relied upon, which are attributable to the entities specified in clauses (a), (b), or (c) of this declaration.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (Candidate’s/Participant's or their authorized person's position) |  | (Signature) |  | (Name and surname) |

**ANNEX 9. APPLICATION SUBMISSION**

1. To express their intention to participate in the Competitive dialogue conducted by the Public entity, the economic entity must complete the *Application form* provided in Annex 10 of the Conditions and attach the documents listed below.
2. The economic entity must comply with the following requirements when submitting the application:
   1. If, for justified reasons, the economic entity cannot provide the required documents, they have the right to submit other documents or information that would confirm that the economic entity's qualifications meet the requirements. It is recommended to check the acceptability of such documents or information with the Commission in advance.
   2. The application is submitted in Lithuanian, and the documents confirming the Candidate's qualifications (certificates, declarations, client certificates, etc.) or translations of the original qualification documents (e.g., certificates issued by a competent authority in Italian) can be submitted in English / Lithuanian. The Commission has the right to request the Candidate to translate the documents into Lithuanian. In case of discrepancies between the content of the application text in Lithuanian and non-Lithuanian languages, the text of the application and the attached documents in Lithuanian will be considered correct. The accuracy of the translation must be confirmed by the translator or the authorized person of the candidate with a signature and stamp (if any). The Candidate assumes responsibility for the accuracy of the translation.
   3. In accordance with the Hague Convention of October 5, 1961, on the Abolition of Legalization of Foreign Public Documents and the Description of the Procedure for Legalization and Certification of Documents (Apostille), approved by the Government of the Republic of Lithuania on October 30, 2006, by Resolution No. 1079, documents issued in foreign countries not acceded to the Hague Convention must be legalized and submitted in the Republic of Lithuania. If the Candidate is from a foreign country that has acceded to the Hague Convention or a bilateral agreement has been signed between Lithuania and the foreign country where the Candidate is registered, providing that official documents falling within the scope of the bilateral agreement are exempt from certification, it is not required that the documents proving the Candidate's qualifications be certified with an Apostille.
   4. The application and other documents of the Candidate must be signed by the authorized person of the Candidate. Documents issued by other institutions or persons must be signed by the person who issued them or the representative of the respective institution.
   5. The application, along with the attached documents (and all other documents requested by the Commission after the submission of applications), must be submitted through the CVP IS tools in an uneditable electronic form (except for documents substantiating the values of the qualification selection criteria, submitted in Microsoft Excel format). The application must be signed with a qualified electronic signature, meeting the requirements of Regulation (EU) No. 910/2014, which certifies the application. By submitting documents electronically, it is declared that the submitted digital copies are true. The documents or digital copies of the documents submitted by the Candidate must be accessible using non-discriminatory, universally accessible data file formats (e.g., pdf, jpg, etc.). The Commission has the right to request the submission of original documents or properly certified copies.
   6. The application must clearly indicate which information is confidential, following Article 13 of the LPPDSS. If such information is not indicated in the application, it will be considered that any information provided in the application is not confidential. If the Commission has doubts about whether specific information is reasonably indicated as confidential, it will contact the Candidate, requesting to justify the confidentiality of the information. If the Candidate does not provide such evidence or does not provide justified arguments and/or evidence that the information is reasonably indicated as confidential within the deadline set by the Commission (which cannot be less than 3 working days), it will be considered that such information is not confidential. The Commission reserves the right to disclose the confidential information specified in the application to the members of the Commission and invited experts, the head of the Public entity and their authorized persons, as well as in cases provided by law or upon request by authorized control institutions. In such cases, the Candidate will not be able to hold the Public entity responsible for the disclosure of confidential information.

**Annex 10. Application Form**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*[Public entity name]*

*[Public entity contact details: address, email, phone number]*

**APPLICATION TO PARTICIPATE IN THE COMPETITIVE DIALOGUE**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | |  |  | | |
|  | | (Date) (number) | | |  | |
|  | (Location) | | | | |  |
| (Project name) | | | | | | |

Expressing our interest in the possibility of implementing [*Project name*], we declare our desire to participate in the Competitive dialogue procedures for the conclusion of the Contract, which was announced on [*date*] in the Official Journal of the European Union [*number*] and CVP IS, procurement number – [*procurement number*].

For this purpose, we provide data about our Qualification.

|  |  |
| --- | --- |
| **General data[[5]](#footnote-5)3:** |  |
| Candidate's name |  |
| Legal entity code |  |
| VAT payer code |  |
| Registered address |  |
| Correspondence address |  |
| **Responsible person (manager or their authorized person)[[6]](#footnote-6)4:** |  |
| Position, name, surname |  |
| Contacts (address, email, phone number, etc.) |  |

By submitting this application, we agree with all the conditions of this Competitive dialogue, established in the announcement about the Competitive dialogue, these Conditions, their Annexes, as well as their clarifications and explanations.

With this application, we confirm that we meet all the Qualification requirements, Requirements for the absence of grounds for exclusion, and National Security requirements specified in the Conditions Annex 4 *Qualification requirements, Grounds for exclusion, National security requirements*. We prove compliance with each Qualification requirement by submitting the following documents:

| **Requirement(s) for the absence of grounds for exclusion [[7]](#footnote-7)5** | **Documents proving the absence of grounds for exclusion [[8]](#footnote-8)6** | **Economic entity name [[9]](#footnote-9)7** |
| --- | --- | --- |
|  |  |  |
|  |  |  |

| **National security requirements [[10]](#footnote-10)8** | **Documents proving compliance with national security requirements [[11]](#footnote-11)9** | **Economic entity name [[12]](#footnote-12)10** |
| --- | --- | --- |
|  |  |  |
|  |  |  |

| **Qualification requirement [[13]](#footnote-13)11** | **Documents proving compliance with the qualification requirement [[14]](#footnote-14)12** | **Qualification value** |
| --- | --- | --- |
|  |  |  |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| **Qualification selection criterion** | | **Criterion value** |
| **(K1)** | Candidate’s volume of new construction and/or reconstruction of buildings classified as special purpose structures13 over the last 5 (five) years until the application submission deadline or from the date of Candidate's registration (if the activity has been carried out for less than 5 (five) years) until the application submission deadline. | **\_\_\_\_\_\_\_\_\_\_\_\_**  **excluding VAT, EUR** |
| **(K2)** | Candidate's communication roads (roads and/or streets) and/or airport structures new construction and/or reconstruction and/or major repairs volume over the last 5 (five) years until the application submission deadline or from the date of Candidate's registration (if the activity has been carried out for less than 5 (five) years) until the application submission deadline. | **\_\_\_\_\_\_\_\_\_\_\_\_**  **excluding VAT, EUR** |
| **K3** | Candidate's non-residential building and/or engineering structure maintenance services and/or cleaning and waste management services and/or territory and green area maintenance and cleaning services properly provided services volume over the last 5 (five) years until the application submission deadline or from the date of Candidate's registration (if the activity has been carried out for less than 5 (five) years) until the application submission deadline. | **\_\_\_\_\_\_\_\_\_\_\_\_**  **excluding VAT, EUR** |

We confirm that the necessary resources to ensure compliance with the qualification (financial and economic, technical and professional capacity) requirements of the Subcontractors or other economic entities whose capabilities we rely on will be available to us as much as needed for the implementation of the Contract, by providing the following data:

|  |  |  |
| --- | --- | --- |
| **Qualification requirement, compliance with which is based on the capabilities of other economic entities** | **Name, code, address, contact person of the other economic entity whose capabilities are relied on for compliance** | **Proof of the availability of necessary resources [[15]](#footnote-15)14** |
|  |  |  |
|  |  |  |

We will engage the following known Subcontractors during the application process, whose capabilities are not relied on:

|  |  |
| --- | --- |
| **Name, code, contact details of the Subcontractor whose capabilities are not relied on** | **Indicate what Works or Services are assigned to the Subcontractor** |
|  |  |
|  |  |

We provide a list of the members of Candidate’s/entity group collegial supervisory body (supervisory board) and/or collegial management body (board) and/or other persons who have been granted the powers specified in Article 34, Part 1, Clause 1 of the LPPDSS:

| Economic entity name | Person's name, surname | Person's position |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |

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

1. Confidentiality commitment (Annex 13 of Conditions *Confidentiality commitment*);
2. [*Indicate other submitted documents – authorizations to represent the Candidate, joint activity agreement, etc.*].

We confirm that the data provided in the application or the documents submitted with it are correct, the digital copies of the submitted documents and the provided data are true. We understand that if it turns out that this confirmation is incorrect, our application or Proposal will be rejected.

We emphasize that the information provided in these parts of the application is confidential[[16]](#footnote-16)15:

| **#** | **Document name** |
| --- | --- |
| 1. |  |
| 2. |  |
| ... |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (Candidate’s or their authorized person's position) |  | (Signature) |  | (Name and surname) |

**ANNEX 11. APPLICATION ASSESSMENT AND QUALIFICATION SELECTION PROCEDURE**

1. The Commission will evaluate the applications submitted by the Candidates, their compliance with the Qualification requirements, Requirements for the Absence of Grounds for Exclusion, National security requirements, and the data provided in the declaration on the absence of conditions specified in the Regulation, and will carry out the qualification selection in the manner specified in this Annex, without the participation of the Candidates.

2. The Commission will check and evaluate:

2.1. Whether the Candidate's application complies with the application submission requirements specified in Annex 9 of the Conditions, including the provisions on the prohibition to submit or participate in the submission of multiple applications according to point 32 of the Conditions;

2.2. Whether the Candidate has submitted all documents and information substantiating the absence of grounds for Exclusion and compliance with the Qualification requirements and National security requirements;

2.3. Whether the data and declarations submitted by the Candidate are correct;

2.4. Whether the Candidate (does not) meet the grounds for Exclusion and meets the Qualification requirements and National security requirements specified in Annex 4 of the Conditions: *Qualification requirements, Grounds for removal, National security requirements*.

3. If the data or documents substantiating compliance with the Qualification requirements, Requirements for the Absence of Grounds for Exclusion, and National security requirements, or the absence of conditions specified in the Regulation, or other requirements of the Conditions, are inaccurate, incomplete, incorrect, or missing, the Commission will ask the Candidate to clarify, supplement, or explain these data or documents, following the rules established by the Public Procurement Office. The Commission will give the Candidate a reasonable period to do so. If the Candidate needs more time for justified reasons, the given period can be extended.

4. If there are suspicions about the correctness of the information provided in the declaration on the absence of conditions specified in the Regulation, the Commission may contact the Candidate requesting evidence of the correctness of the information provided in this declaration. If the Candidate does not provide documents proving the absence of conditions specified in the Regulation, the Candidate's application is rejected.

5. The Commission may not evaluate the entire application if, after checking part of it, it determines that, according to the requirements of the Conditions, the application must be rejected.

6. During the qualification selection, the qualifications of the Candidates who meet the Qualification requirements, Requirements for the Absence of Grounds for Exclusion, and National security requirements will be compared, and at least 5 (five) most qualified Candidates will be selected and invited to submit proposed Solutions and participate in the dialogue.

7. If more than 5 (five) most qualified Candidates are formed due to the same number of points, the Candidate who submitted the application first will be included in this list of 5 (five) most qualified Candidates.

8. The Commission will carry out the qualification selection of the Candidates according to the criteria specified below:

|  |  |  |
| --- | --- | --- |
| **Qualification selection criteria** | | **The importance coefficients or points (L) of the criteria** |
| **K1** | Candidate’s volume of new construction and/or reconstruction of buildings classified as special purpose structures16  over the last 5 (five) years until the application submission deadline or from the date of registration of the Candidate (if the activity has been carried out for less than 5 (five) years) until the application submission deadline in Eur excluding VAT. The performance of the works and the final results must be recognized as properly completed (a (building) construction completion certificate and/or a declaration of completion of construction has been received).  The Candidate's experience and/or capacity exceeding the limit of 500,000,000 (five hundred million) Euros is not evaluated, and no additional points are awarded for it.  The Commission reserves the right to require the submission of certificates (and/or construction completion certificates) from the customers stating that the works were carried out in accordance with the requirements of the valid regulatory documents and normative construction technical documents regulating the performance of the works and were properly completed in accordance with the requirements of the valid legal acts regulating the performance of the works. | **60** |
| **K2** | The scope of new construction and/or reconstruction and/or major repairs of communication routes (roads and/or streets) and/or airport structures by the Candidate over the last 5 (five) years until the application submission deadline or from the date of registration of the Candidate (if the activity has been carried out for less than 5 (five) years) until the application submission deadline in Eur excluding VAT. The volumes are calculated from both completed and ongoing contracts.  The Candidate's experience and/or capacity exceeding the limit of 1,000,000,000 (one billion) Euros is not evaluated, and no additional points are awarded for it.  The Commission reserves the right to require certificates from clients that the construction works were carried out in accordance with the requirements of the valid regulatory documents and normative construction technical documents regulating the performance of the works and were properly completed/accepted by the Employer in accordance with the requirements of the valid legal acts regulating the performance of the works, indicating the amounts of work performed as well as the date and place of commencement and completion of construction and/or construction works in the certificates. | **20** |
| **K3** | The total value of properly provided services of maintenance of non-residential buildings and/or engineering structures and/or cleaning and waste management services and/or maintenance and cleaning services of the territory and green areas by the Candidate over the last 5 (five) years until the application submission deadline or from the date of registration of the Candidate (if the activity has been carried out for less than 5 (five) years) until the application submission deadline in Eur excluding VAT. The volumes are calculated from both completed and ongoing contracts.  The Candidate's experience and/or capacity exceeding the limit of 250,000,000 (two hundred and fifty million) Euros is not evaluated, and no additional points are awarded for it.  The Commission reserves the right to require certificates from clients that the services were provided properly, indicating the amounts of services provided, the period of service provision. | **20** |

The total sum of the qualification evaluation points (T) of each Candidate is obtained by adding the points of the individual preliminary qualification selection criteria (Ki):

The points (Ki) of the individual qualification selection criteria of each Candidate are calculated as the relative value of the criterion being evaluated, multiplying the ratio of the value of the qualification selection criterion being evaluated (Pi) and the best value of the corresponding criterion given to the best applications (Pimax) by the importance point (Li) of the corresponding qualification selection criterion:

Where:

i – index of the qualification selection criterion being evaluated;

Ki – points of the qualification selection criterion being evaluated;

Pi – value of the criterion evaluated and calculated by the Commission of the Candidate whose qualification selection criterion is being evaluated;

Pi max – the highest value of the qualification selection criterion being evaluated among all Candidates;

Li – importance point (relative weight) of the qualification selection criterion being evaluated. Scores are calculated to 2 (two) decimal places.

**ANNEX 12. CONFIDENTIALITY COMMITMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*[Public entity name]*

*[Public entity contact details: address, email, phone number]*

**CONFIDENTIALITY COMMITMENT**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | |  |  | | |
|  | | (Date) (number) | | |  | |
|  | (Location) | | | | |  |
| (Project name) | | | | | | |

In order to participate in the Competitive Dialogue conducted by *[Public entity name]* (hereinafter referred to as the Public entity) for the implementation of *[Project name]* (hereinafter referred to as the Project) and to receive confidential information related to the Project and the Competitive Dialogue procedures, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the Candidate) undertakes the following confidentiality commitments:

The Candidate undertakes to keep any information received from the Public entity or the Commission during the Competitive Dialogue confidential, to protect such information as its own trade secrets, but in any case applying no less confidentiality protection than a prudent businessman would, and not to disclose confidential information to third parties, except in cases where such confidential information:

* 1. is publicly known or available;
  2. is received from third parties without the disclosing party assuming confidentiality obligations;
  3. must be disclosed to third parties for the Candidate to participate in the Competitive Dialogue or to implement the Agreement for the implementation of the Project, provided that the third parties receiving the information assume confidentiality obligations that are no less stringent than the confidentiality obligations set out in this Confidentiality Commitment (if third parties disclose the Public entity's or the Commission's confidential information, the Candidate is responsible for the actions of the third parties as if they were its own);
  4. was independently created by the Candidate without using the Public entity's or the Commission's confidential information, or was previously known to the Candidate;
  5. must be disclosed to state authorities under applicable laws, provided that the Candidate disclosed the minimum amount of confidential information necessary to the state authorities, took all measures provided for in the laws to ensure that the state authorities receiving the information keep it confidential, and immediately informed the Public entity or the Commission of such disclosure.

1. The confidentiality obligations set out in this Commitment apply both during the execution of the Competitive Dialogue procedures and after these procedures have ended.
2. This Commitment creates legally binding obligations for the Candidate. Lithuanian law applies to these obligations. Disputes related to the execution of this Commitment are resolved in Lithuanian courts according to the registered address of the Public entity.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (Candidate’s or their authorized person's position) |  | (Signature) |  | (Name and surname) |

**ANNEX 13. CONSTRUCTION AND INSTALLATION WORKS LIST FORM**

*[Attached as a separate document in Microsoft Excel format]*

**ANNEX 14. [*SPECIFY SERVICES*] SERVICES LIST FORM**

*[Attached as a separate document in Microsoft Excel format]*

**ANNEX 15. SOLUTION FORM**

**PART A**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*[Public entity name]*

*[Public entity contact details: address, email, phone number]*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **TECHNICAL PART OF THE SOLUTION** | | | | | | | | |
|  | | |  | |  | | | |
|  | | (Date) (number) | | | |  | | |
|  | (Location) | | | | | |  | |
| (Project name) | | | | | | | | |
| Candidate's name **[[17]](#footnote-17)17** | | | | |  | | | |
| Legal entity code | | | | |  | | | |
| VAT payer code | | | | |  | | | |
| Registered headquarter address | | | | |  | | | |
| Correspondence address | | | | |  | | | |

**Person responsible (manager or a**

|  |
| --- |
|  |

**person authorised by him)[[18]](#footnote-18)**:

Position, name, last name

|  |
| --- |
|  |

Contacts (address, email, phone

Number, etc.)

By submitting this solution, we confirm that we have thoroughly examined the Conditions published on [*date*] in the Official Journal of the European Union [*number*], [*date*] and CVP IS, procurement number – [*procurement number*] and other documents submitted during the Competitive Dialogue and have ensured the accuracy and completeness of the information necessary for us to submit such a technical Solution.

We propose the following stages for the implementation of the Agreement:

| **Stage** | **Stage implementation period** | **Stage description** |
| --- | --- | --- |
|  |  |  |
|  |  |  |

We will involve the following Subcontractors known at the time of submitting the Solution for the execution of the Agreement:

|  |  |
| --- | --- |
| **Subcontractor's name [[19]](#footnote-19)18** | **To which part of the Contract does it pertain** |
|  |  |
|  |  |
|  |  |

We indicate that the information provided in these parts of the Solution is confidential 19.

| **#** | **Document title** |
| --- | --- |
| 1. |  |
| 2. |  |
| ... |  |

Our proposals for the Draft Contract and their explanations are provided in the text of the draft Contract with marked changes, which we attach to the technical part of the Solution.

Other issues that we consider important for the effective implementation of the Project:

|  |  |
| --- | --- |
| **Issue for which proposals are submitted** | **Description of proposals** |
|  |  |
|  |  |
|  |  |

By submitting this technical part of the proposed Solution, we confirm that our proposed services and works fully comply with the requirements set out in the Competitive Dialogue documents and the laws of the Republic of Lithuania, and the digital copies of documents and data submitted together with the Solution are genuine.

| **#** | **Titles of attached documents** | **Number of document pages** |
| --- | --- | --- |
|  | Draft Contract with proposals, clarifications and their explanations (provided in the text of the Contract, clearly marked or using the “track changes” or similar function in the text editor) |  |
|  | *[The Candidate indicates other documents]* |  |
|  | Documents that, in the opinion of the Participant, may be useful in submitting the technical part of the Solution |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (Candidate’s or their authorized person's position) |  | (Signature) |  | (Name and surname) |

**PART B**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*[Public entity name]*

*[Public entity contact details: address, email, phone number]*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **FINANCIAL PART OF THE SOLUTION** | | | | | | | | |
|  | | |  | |  | | | |
|  | | (Date) (number) | | | |  | | |
|  | (Location) | | | | | |  | |
| (Project name) | | | | | | | | |
| Candidate's name **[[20]](#footnote-20)20** | | | | |  | | | |
| Legal entity code | | | | |  | | | |
| VAT payer code | | | | |  | | | |
| Registered headquarter address | | | | |  | | | |
| Correspondence address | | | | |  | | | |

By submitting this solution, we confirm that we have thoroughly examined the Conditions published on [*date*] in the Official Journal of the European Union [*number*], [*date*] and CVP IS, procurement number – [*procurement number*] and other documents submitted during the Competitive Dialogue and have ensured the accuracy and completeness of the information necessary for us to submit such a financial Solution.

We propose the following PPP fee:

| **#** |  | **PPP fee (net present value), excluding VAT, EUR** | **PPP fee (net present value), including VAT, EUR** |
| --- | --- | --- | --- |
| **1.** | **PPP fee (for the entire Contract period)** |  |  |

| **Eil. Nr.** |  | **PPP fee (real (non-indexed value), excluding VAT), EUR** | **PPP fee (real (non-indexed value), including VAT), EUR** |
| --- | --- | --- | --- |
| **1.** | **PPP fee (for the entire Contract period)** |  |  |

PPP fee payment structure excluding VAT in real value:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Abbreviations** | **Payment part** | **Unit of measure** | **Total** | **Years** | | | | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** |
| M1 – M2 | Credit and equity flows | Eur |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| M31 | Financial activity (interest) income |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| M32 | Investment activity and equity income | Eur |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| M41 | Service provision income | Eur |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| M42 | Renewal and repair work income | Eur |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| M5 | Administration and management income | Eur |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **M** | **Total[[21]](#footnote-21)21** | **Eur** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Descriptions and components of payment parts are described in the Conditions Annex 25 *Draft Contract* Annex 3 *Payment and settlement procedure*

The implementation of the Project according to our proposed Solution, Cost calculations, financing needs and methods (preliminary Financial Operating Model) are attached to this financial part of the Solution.

The indicated PPP fee includes all our expenses and payable taxes.

We indicate that the information provided in these parts of the Solution is confidential22.

| **#** | **Document title** |
| --- | --- |
| 1. |  |
| 2. |  |
| ... |  |

It should be noted that according to LPPDSS Article 13, the Conditions, and the provisions of the draft Contract regarding the disclosure of the Contract and confidential information, the PPP fee specified in the Solution, except for its components, is not considered confidential information.

As an integral part of the Financial Solution, we attach a Financial Business Model prepared in accordance with the form provided in Annex 17 to the Conditions, *Requirements for the Financial Business Model*, in which we financially (economically) justify our investment goals, provide an assessment of the return on investment and other efficiency indicators. We also indicate and justify the funds, sources of financing, and conditions necessary for the performance of the Contract. We confirm that we understand that if the Financial Business Model is unfounded, the Financial Solution will be considered non-compliant with the Conditions and our Solution will be rejected.

|  |  |  |
| --- | --- | --- |
| **#** | **Titles of attached documents** | **Number of document pages** |
|  | Financial Operating Model (and supporting documents) |  |
|  | Other documents that the Participant considers may be useful in providing the financial part of the Solution |  |
|  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (Candidate’s or their authorized person's position) |  | (Signature) |  | (Name and surname) |

**ANNEX 16. REQUIREMENTS FOR TECHNICAL – ENGINEERING INFORMATION**

1. All technical documentation must be submitted by the Candidate/Participant in digital format. Text (descriptive) documents must be compatible with *Microsoft Word* and *Microsoft Excel* (when required) software, and drawings must be openable in PDF format. Drawings can additionally be submitted in *AutoCAD* format if required by the Public entity (the name of the *AutoCAD* drawing file must match the name of the *PDF* drawing file).
2. When submitting the Solution / Technical Proposal for the creation of the entire Object, the Candidate/Participant must provide it according to the Specifications. A description (explanatory note) with the Participant's solution schemes (when necessary to substantiate the conveyed information) presenting architectural and engineering solutions, as well as quantitative and qualitative technical parameters, as specified in point 3.1, must be provided. Graphical/visual information (drawings, principal schemes, visualizations, and/or other graphical/visual information) must also be provided as specified in clauses 3.2 and 3.3. **The scope and detail of the information provided on technical - engineering solutions must be sufficient to understand the Participant's concept and assess its suitability for the needs of the Public entity**.
3. When presenting / describing the Technical - Engineering solution Solution/Proposal information must be accompanied by the following:
   1. An explanatory note. It must convey:
      1. The essential design principles of the Object's territory and buildings (structures), the expected lifespan of the buildings (structures), considering the intended use of the building;
      2. Solutions for ensuring the need for personal and service vehicle parking spaces, the number of parking spaces, the purpose of parking lots according to the separate purposes of buildings and territory and users, the required number and locations of electric charging stations;
      3. Proposed locations for connecting and installing engineering networks within the land plot (built-up area) boundaries (if planned, also beyond the plot boundaries);
      4. Proposed design solutions for building structures according to the Specifications requirements;
      5. Proposed construction technology according to the Specifications requirements, technology for unusual construction works;
      6. Essential solutions for building interiors and exteriors;
      7. Essential solutions for building facade elements: windows, doors, gates, canopies, various equipment or aggregates visible from the outside, metal elements, various protective measures for facades against accidental damage, protection against contamination and damage, essential material and color solutions;
      8. Technical indicators and quality substantiating information for building engineering systems (technological engineering systems), equipment, and devices. The Participant must provide proposed essential solutions[[22]](#footnote-22)24 and main principles of operation;
      9. Technical indicators and quality substantiating information for engineering networks, engineering structures, and devices. The Participant must provide proposed essential solutions and main principles of operation;
      10. Technical indicators and quality substantiating information for technological equipment (e.g., food production, medical devices). The Participant must provide proposed essential solutions and main principles of operation;
      11. Technical indicators and quality substantiating information for furniture and inventory (office, storage, and other purposes). The Participant must provide proposed essential solutions and main principles of operation;
      12. Essential solutions for the land plot (construction) arrangement (landscaping) plan (e.g., roads, streets, sidewalks, paths, parking lots and their surfaces, fences, retaining walls, locations and types of small architectural elements, proposed use of existing greenery, proposals for new greenery (trees, shrubs, lawns, flower beds), and other relevant data);
      13. Transport and pedestrian flows, their management measures, proposed additional markings to ensure safe and functional transport and pedestrian movement, transport movement directions, essential movement control solutions (e.g., fences, gates, barriers, security and access control, video surveillance systems, etc.);
      14. Essential solutions for increasing energy efficiency. Essential solutions for energy-saving measures (electricity, heating, and hot water preparation);
      15. Essential solutions for buildings where it is planned to install heat production and/or heat and electricity production (cogeneration) equipment supplying heat to centralized heating systems and using renewable and/or local energy resources;
      16. Substantiated Participant's proposals additionally not according to the Specifications;
      17. List of mandatory and special requirements to be followed during the design process.
   2. Object plans (drawings with explanations and contractual markings):
      1. Object territory plan[[23]](#footnote-23)25 with all buildings specified in the Specifications, if necessary, the Participant must additionally indicate the locations and scope of additional infrastructure required to ensure the provision of Services;
      2. Territory fencing and surface plan;
      3. Principal solutions for engineering networks and engineering structures (a summary plan of the land plot's engineering networksis provided, as well as proposed solutions different from those specified in the Specifications), it is mandatory to indicate the boundaries of responsibilities;
      4. Other plans, drawings, schemes related to the creation of the Object.
      5. Substantiated Participant's proposals additionally not according to the Specifications.
   3. Building drawings:
      1. Proposed facade and section drawings of buildings. Information is provided schematically in the drawings. Drawings with contractual markings of facade elements materials and colour solutions, providing the names and types of facade materials;
      2. Plans for the layout of all floors of the buildings. Information is provided schematically in the drawings with room explanations, contractual markings, furniture, and equipment layout.
      3. Object visualizations and conceptual solutions. Visualizations of the Object's territory, buildings, and structures, exterior and interior solutions materials, colour solutions, volumetric and spatial solutions.

## **Annex 17. Requirements for the financial operating model**

* 1. The Candidate / Participant must submit the Financial Operating Model (hereinafter the FOM) together with the Solution and Tender, according to the FOM form prepared by the Public Entity.
  2. The definitions of terms used in this annex and FOM in capital letters are provided in the Conditions and the Contract.
  3. The FVM Form is used to calculate the Fee for the entire Facility.
  4. Purpose of the worksheets in the FVM Form:
  5. In worksheet A.0, the main assumptions of the Facility are detailed, which are used to determine the values of Investment, Service Provision Costs, Renewal and Repair Costs, as well as administration and management costs;
  6. In worksheet 1.1, the Candidate / Participant details the planned experience of Investment, Service Provision, Renewal and Repair Costs, as well as administration and management costs for each Contract month;
  7. In worksheet 1.2, the Candidate / Participant details the structure and assumptions of the Facility's Investment and working capital financing known to them during the preparation of the FOM;
  8. Worksheets 1.3–1.5 are used for automatic calculations, processing the values of variables entered in the worksheets specified in sections 4.2 – 4.3 of this annex;
  9. Worksheet R.0 is used to calculate the VžPP fee for the Facility and compare it with the Maximum VžPP fee amount.

1. The Candidate / Participant is advised to familiarize themselves with the explanations provided in the FOM form, which are highlighted in green in the worksheets, numbered, and presented in the cell titled "Explanation No.". A total of 25 explanations are provided in the FOM form.
2. The FOM is prepared for calendar months for the entire term of the Contract.
3. The assumptions used to create the FOM are detailed in worksheet A.0, with a reference to the supporting document, and the supporting documents for the data provided in the Candidate's / Participant's FOM are submitted together with the FOM.
4. The data provided in the FOM is clear regarding all obligations of the Private Entity listed in the Conditions. The data provided in the FOM is so detailed and comprehensive that any competent financial analyst can assess the logical consistency and validity of the data provided by the Candidate / Participant without additional information.
5. The FOM assesses all costs and taxes related to the obligations of the Private Entity.
6. The FOM is prepared according to the requirements specified in the Conditions and the Commission’s clarifications.
7. The FOM must be transparent, meaning the formulas used in the FOM calculations may be protected against accidental actions without a password, but they cannot be hidden; the FOM must be open to adjustments.
8. The FOM is created considering, but not limited to, the requirements listed in the table below.

|  |  |  |
| --- | --- | --- |
| **12.1.** | **Basis for creating the FOM** | |
| 12.1.1. | Assumptions for creating the FOM | The FOM presents a set of assumptions, justifying all FOM data in sufficient detail for an experienced financial analyst to prepare an analogous FOM.  The FOM is created using real (non-indexed) values.  The set of assumptions for the FOM justifies and explains the Candidate's / Participant's expected Costs, their structure (Works – design, construction, installation, maintenance, Service Provision, operational execution, financing, etc.) and their calculation principles.  The amounts presented when describing the assumptions are provided without VAT.  The assumptions are detailed in the same FOM file, in worksheet A.0, from which direct references are made to worksheets 1.1, 2.1, and/or 1.2, 2.2.  Along with the FOM, the Candidate's / Participant's supporting documents for the calculation of the expected Costs (e.g., preliminary cost estimates, surveys, commercial offers, references to market prices, other documents) are provided.  The Commission may, at its discretion, require additional evidence to substantiate the FOM.  The FOM specifies only the Costs associated with the implementation of the Contract, which will be incurred after the Contract comes into full effect. Costs incurred by the Candidate / Participant before the Contract comes into full effect are not compensated and are not specified in the FOM. |
| 12.1.2. | Key dates and currency | The anticipated Contract commencement date (hereinafter the Base Date) is 1 January 2026.  Data on Costs are provided in euro, considering the Base Date.  In the event that another currency is used in the documents supporting the calculation of the Costs expected to be incurred by the Participant in conjunction with the FVM , the assumptions for the conversion of the prices into euro shall be detailed in Worksheet A.0 of the FVM. |
| 12.1.3. | Indexing | The FOM is created based on the assumption that there is no indexing applied to the Private Entity's revenue and Costs. During the implementation of the Contract, the VžPP fee will be subject to indexing, as specified in Annex 3 of the Contract – *Payment and Settlement Procedure*. |
| 12.1.4. | Calculation of the VžPP fee | The PPP fee is calculated according to the assumptions set out below:  a) The Services are provided in accordance with the terms of the Contract , and no deductions and/or penalties are applied;  b) The Services are provided in accordance with the pre-established plan for the provision of the Services, the scope of the Services and the Costs planned to be incurred by the Candidate/Participant. In preparing the FOM, the potential impact of risks on Service Provision Costs has been considered;  c) The real financial discount rate is 4.00 (four) per cent;  d) If the Candidate / Participant plans to provide services whose provision obligation has not been specified by the Public Entity in the Specification, the projected cash flows related to the provision of these services (investment costs, service provision costs, service provision revenues, etc.) are not included in the FOM. The Commission shall have the right to require the Candidate / Participant to prepare a separate FOM to evaluate the cash flows for services whose provision obligation has not been specified by the Public Entity. |
| **12.2.** | **Requirements for Justifying Investment and Operational Costs** | |
| 12.2.1. | Investment Costs | The FOM provides detailed data on the design, construction, installation, and acceptance for use Investment Costs of the Facility, calculated according to the requirements specified in the Specification.  Costs necessary to create the Facility, according to the categories of Investment Costs, are detailed in worksheet A.0.  Each Investment Cost category specifies the unit of measurement, quantities, and unit price.  Worksheet A.0 shows the area of the Facility in square metres (m2).  If, during the incurrence of Investment Costs, the Candidate / Participant plans to incur utility costs before the start of the Facility's Operation, these costs must be specified in section 1.1 of the worksheet "1.1.2. Service Provision Costs excluding VAT" in a separate line. These utility costs are included in the VžPP fee. |
| 12.2.2. | Financing and Investment Activity Costs | The FOM provides detailed data on all Contract financing costs, including base interest rates, margins, financing fees (commitment, administration, etc.), equity provision terms, and other related costs. |
| 12.2.3. | Service Provision Costs | The FOM provides detailed data on:   1. The Service Provision Costs for services subject to the VžPP fee, calculated according to the requirements specified in the Specifications; 2. The service groups comprising the Service Provision Costs, including their constituent components; 3. The values for units and their quantities per month used to calculate Service Provision Costs.   Utility costs from the start of the Facility's Operation are not planned as Service Provision Costs, and no VžPP fee is charged for them. |
| 12.2.4. | Renewal and Repair Costs | Renewal and repair costs for the Facility are planned according to the Specification and detailed in worksheet A.0 according to separate investment groups, specifying the unit of measurement (e.g., m2), quantities, unit price, and total amounts. |
| 12.2.5. | Administration and Management Costs | The FOM provides detailed data on management and administration costs related to the scope of the Contract (e.g., wages of the private entity's administrative staff, accounting, auditing services, insurance, performance guarantees, rental of premises, etc.). Costs attributed to general and administrative expenses, prepared in the profit (loss) statement, are specified.  Management and administration costs are detailed by separate cost groups, specifying their components, expressed as the product of the unit and its rate, and providing amounts for each month.  The FOM provides detailed data on the costs of eliminating risks transferred to the private entity or explains how these risks will be reduced/eliminated without additional costs. Risk elimination costs are listed as a separate group of management and administration costs. |
| **12.3.** | **Revenue justification requirements** | |
| 12.3.1. | Service provision revenue | The monthly VžPP fee paid by the Public Entity is calculated using the FOM functionality. The data provided in the financial offer must align with the FOM. |
| 12.3.2. | Interest incomes | The FOM provides detailed data on planned interest income from reserve accounts or other credit accounts, or states that no income is expected from these.  Planned interest income is justified by detailing the assumptions used for interest rates and periods. |
| **12.4.** | **Financing plan and justification of financial capacity** | |
| 12.4.1. | Estimate of financing needs and expected capital structure | The description of the financing structure for the Contract and supporting documents proving the sufficiency of funds required for the Contract's financing and compliance with the requirements listed below must be provided alongside the FOM:  (a) The Contract's financing plan covers the entire financing need and all proposed financing instruments.  (b) A detailed description of each financing source is provided.  (c) The terms of each guarantee and detailed data on how the private entity will fulfil these terms are provided.  (d) A description of the anticipated insurance strategy and requirements is provided. |
| 12.4.2. | Conditions for Financing with Equity | When equity is foreseen as a financing source for the Contract, the following information is provided about each equity provider:   1. Data of the legal entity and its credit rating (if rated), 2. Equity providers, shareholders, and guarantors, 3. The amount of equity to be provided, 4. Detailed terms of equity provision, including applicable interest rates, margins, expected equity returns, formation procedures, other essential restrictions, and requirements. 5. Detailed data on the availability of equity financing and the financial condition of the equity provider (description of financing sources, cash or other liquid assets that will be available to ensure the planned level of equity), 6. Information on significant financial events that may affect the current financial position of the entity, since the last submitted annual financial statements (where applicable).   The Candidate / Participant, when filling out the FOM, evaluates all the requirements of the equity provider. A summary of the financing conditions mentioned above is provided along with the FOM, and documents supporting the financing conditions are attached. |
| 12.4.3. | Conditions for Financing with Borrowed Capital | If a loan or other borrowed capital source (including subordinated loans, finance leases) is planned as a source of contract financing, the following data must be provided for each Financier and Another Loan Provider:  (a) Data of the legal entity and its credit rating (if rated);  (b)  Amount of loan or committed loan funds;  (c)  Detailed data on the loan term and repayment deferral period, including its duration and unforeseen circumstances;  (d)  Loan repayment or buyout schedule, with repayment or buyout dates, early repayment conditions (including conditions for payment of the remaining financing portion);  (e) Collateral, guarantees, or other security requirements (from the parent company or third parties);  (f)  Contract preparation, commitment, brokerage , and other similar fees;  (g)  Interest rates and margins, including mechanisms for increases / decreases;  (h) Key restrictions, commitments, and other requirements;  (i) Requirements for reserve accounts;  (j) Insolvency or other similar agreements;  (k) Transfer of rights and obligations agreements;  (l) Conditions precedent;  (m) Due diligence requirements;  (n)  Other restrictions, requirements, or conditions that may financially affect the Candidate / Participant's ability to attract financing;  (o)  Detailed data on financing availability and the loan provider's financial condition (not applicable to credit institutions).  The Candidate / Participant, when filling out the FOM, takes into account all the requirements of each borrowed capital provider. Along with the FOM, preliminary financing offers and detailed financing conditions from each borrowed capital provider are provided. |
| 12.4.4. | Refinancing | If refinancing instruments are planned to be used, the FOM:   1. Present the refinancing plan, and 2. Detail the refinancing assumptions regarding refinancing structure and period, interest rate, margin, refinancing repayment period, payment schedule, reserve accounts, refinancing coverage, and other required indicators. |

## **Annex 18, Appendix 1. Financial Operating Model**

[*Attached as a separate document*]

Along with the Decision/Tender, the Candidate / Participant must submit a completed form of Annex 17 of Appendix 1 of the Conditions.

**ANNEX 18. REQUIREMENTS FOR LEGAL INFORMATION**

**1. Information about Subcontractors:**

1.1. Filled table below:

|  |  |
| --- | --- |
| **Subcontractor's name, code, contact details** | **To which part of the Contract does it pertain (Works or Services assigned to the Subcontractor, their percentage of the PPP fee)** |
| 1. |  |
| 2. |  |
| *[...]* |  |

1.2. Scheme of contractual relationships with an explanation (attached as a separate document).

2. **Confirmation of unchanged compliance with the Qualification requirements, National Security Requirements and Requirements the Absence of Grounds for Removal,** i.e., confirmation that the data provided in the Candidate's application regarding compliance with the requirements specified in Annex 4 of the Conditions *Qualification requirements, Grounds for Exclusion, National Security Requirements*, and requirements according to which the Commission conducted the qualification selection according to the criteria set out in Annex 11 of the Conditions, *Application Assessment and Qualification Selection Procedure*, have not changed. If this data has changed, the Candidate/Participant must provide the Commission with updated data.

3. **Confirmation that the data provided in the declaration submitted by the Candidate together with the application regarding the absence of conditions specified in the Regulation have not changed**. If this data has changed, the Candidate/Participant must provide the Public entity with updated data.

4. **Proposals for the draft Agreement presented in Annex 25 of the Conditions, including all annexes (applies only when submitting Solutions)**. Participants must submit the draft Contract updated according to all proposed changes (changes must be marked using the “track changes” function or a similar function in the text editor). Comments must be added next to the changed provisions using the comment function. The Commission is not obliged to agree with the proposed changes, but the Commission may take these changes into account when preparing the final draft Contract.

5. Proposals for the draft Contract must be submitted in a table of changes, indicating for each proposed change:

5.1. Proposed change to the draft Contract clause;

5.2. Draft Contract clause with marked proposed changes and an explanatory comment on the proposed change.

**ANNEX 19. REQUIREMENTS FOR THE OBJECT CREATION AND SERVICE PROVISION PLAN**

1. The Object Creation, Service Provision Plan (hereinafter referred to as the Plan) is a description of the Object creation and operation, Service provision, and Contract administration and management, submitted by the Candidate/Participant together with the Solution/Proposal. The Plan will be used to assess the Candidate's / Participant's abilities and capabilities to implement the Contract and will be evaluated by awarding economic evaluation points. In this Plan, the Candidate/Participant must indicate how they will implement the Contract, providing a detailed description of the management of Works (design, construction) and the provision of Services and Contract administration and management specified in the Specifications, including risk management, detailing how the Candidate/Participant, considering the requirements set out in the Specifications, will be able to implement the Contract.

2. The Plan must be prepared and submitted according to the form in Annex 1 of this Appendix of the Conditions.

3. It should be noted that the Candidate/Participant, when submitting the Plan, may also indicate **other aspects important for the Project, not limited to the requirements set out in Appendix 1 of this Annex of the Conditions, without which the quality and timely creation of the Object and/or provision of Services is not possible or becomes incomplete, based on which the Commission will be able to more thoroughly assess the compliance of the Solution/Proposal with the Conditions and evaluate it**.

## **Annex 20. Procedure and Criteria for Evaluation of Solutions / Proposals.**

1. **verification and evaluation of solutions / proposals**
2. Once the Candidate / Participant has submitted the Solution / Proposal, the Commission shall evaluate it in accordance with the procedure and criteria set out in this Annex.
3. When evaluating the Decisions, the Commission shall check whether:
   1. The Solution complies with the submission requirements set out in Annex 22 to the Conditions, Submission of Solutions/Proposals, Paragraph 50 of the Conditions and other requirements for the submission of the Solution;
   2. No more than one or alternative Solutions have been submitted ;
   3. The Financial Operating Model is sound and the Participant is financially capable of financing the Project;

3. When evaluating the Proposals, the Commission shall verify that:

* 1. The Proposal has been submitted for the implementation of the Project in its entirety;
  2. The proposed PPP fee does not exceed the Maximum PPP fee;
  3. The proposal does not specify an unusually low PPP fee. A Participant who has proposed an unusually low PPP fee will have to justify it within the specified time limit;
  4. No more than one or alternative Proposals are submitted;
  5. The proposal complies with the submission requirements set out in Annex 22 to the Terms and Conditions / *Submission of Decisions/Proposals*, Clause 76 of the Terms and Conditions and other requirements for the submission of Proposals;
  6. The validity period of the Proposal is not shorter than requested;
  7. The Proposal complies with the Terms and Conditions, is justified and feasible;
  8. An appropriate guarantee of the validity of the Proposal has been provided;
  9. The Proposal does not contain any arithmetic errors in the calculation of the PPP fee – in such a case, the Participant shall correct them within the specified time limit;
  10. The Proposal is not worse than the agreements reached during the dialogue between the Commission and the Participant who submitted the Proposal (unless the deterioration was caused by additional or higher requirements of the Specifications or the Contract, changes that occurred after the dialogue procedure, as well as changes in legislation after the submission of the Solution that led to changes in the Proposal, thus worsening the terms of the Solution in respect of the Public partner);

1. If the Candidate/Participant has submitted inaccurate, incomplete or incorrect documents or data regarding compliance with the requirements of the Conditions in the Solution/ Proposal, or if these documents or data are missing, the Commission, without violating the principles of equal treatment and transparency, shall request the Candidate/Participant to clarify, accurately describe or improve these documents or data within a reasonable period of time specified by it.
2. The Participant may not clarify, specify or improve its Proposal if such clarification, specification or improvement would alter the essential aspects of the Proposal or the request to submit Proposals, which, if changed, would restrict or distort competition or have a discriminatory effect.
3. The Commission will not evaluate the entire Solution /Proposal if, after reviewing part of it, it finds that the Solution/ Proposal must be rejected in accordance with the requirements of the Terms and Conditions.
4. **Criteria for evaluating proposals**
5. The Commission shall evaluate the Proposals of Participants that meet the requirements set out in Section I of this Annex on the basis of the price-quality ratio:

|  |  |  |  |
| --- | --- | --- | --- |
| **Evaluation criterion** | | **Criterion parameter comparative weight** | **Comparative weight in economic efficiency evaluation** |
| 1. **Annual remuneration (for the entire contract period) (C)** | |  | **A= 80** |
| 1. **Quality and efficiency of the proposal (T)** | |  | **B= 20** |
| **2.1.** | **Suitability, functionality and quality of the Facility (P1)** | **L1=0.73** |  |
| **2.1.1.** | *Functionality and quality of the Facility’s territory* (K1) |  |  |
| **2.1.2.** | *Functionality and quality of buildings* (K2) |  |  |
| **2.2.** | **Service quality assurance (P2)** | **L2=0.25** |  |
| **2.3.** | **Energy efficiency and sustainability (P3)**  Installation of a solar power plant to meet the demand for electrical equipment | **L3=0.02** |  |

**In accordance with Paragraph 4 of Part 9 of Article 23 of the LPPDSS, the procedure for evaluation of proposals will be provided to Candidates/Participants in the invitation to participate in the Competitive Dialogue (invitation to submit Solutions).**

1. **Evaluation of proposals and ranking**
2. The Commission shall evaluate the Proposals in accordance with the quality-price ratio criteria specified above and select the most economically advantageous proposal. The proposals will be ranked in descending order of economic advantage. If several proposals have the same economic advantage, the proposal submitted earlier will be ranked higher. The Participants shall be notified of the evaluation results, the ranking of the Proposals, the decisions to conclude the Contract and the deadline for postponing the conclusion of the Contract no later than within 3 (three) Working Days after the evaluation of the Proposals.
3. The Participant who has submitted the most economically advantageous Proposal shall be invited to conclude a Contract with the Public partner.
4. In the event that only one Participant submits a Proposal whose Proposal meets the requirements or only one Participant‘s Proposal meets the requirements set out in the Terms and Conditions, that Participant shall be deemed the winner and their Proposal shall not be evaluated according to the price-quality ratio criteria.
5. The procedure of notification about the results of the Competitive Dialogue is set out in Article 47 of the LPPDSS.

**ANNEX 20 APPENDIX 1. FORM OF OBJECT CREATION AND SERVICE PROVISION PLAN**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*[Public entity name]*

**OBJECT CREATION AND SERVICE PROVISION PLAN**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | |  |  | | |
|  | | (Date) (number) | |  | |
|  | (Location) | | | |  |
| (Project name) | | | | | |

**Content**

1. **OBJECT CREATION PLAN**

**1.1. Description of the design stage, organization procedures, and deadlines**

**1.2. Description of the construction works stage, organization procedures, and deadlines**

**1.3. Construction control process**

1. **SERVICE PROVISION PLAN**

**2.1. Provided Services**

**2.2. Compliance of services with environmental protection requirements, sustainability, and durability**

1. **Object creation plan**
   1. **Description of the design stage, organization procedures, and deadlines**
      1. **Designed structures on the land plot**

*/In this part, the Candidate/Participant indicates the designed buildings, engineering structures. It also indicates whether there are natural, historical, cultural, or archaeological values on the land plot. /*

* + 1. **Design process**

*/In this part, the Candidate/Participant indicates the design stages, a brief description of each stage. Below is a recommended list:*

1. *conducting engineering surveys;*
2. *obtaining missing engineering connection conditions, updating existing connection conditions if necessary;*
3. *preparing environmental impact assessment screening documents and completing procedures (if planned);*
4. *preparing project proposals and submitting them for Public entity approval, receiving comments on project proposals from the Public entity, correcting project proposals according to Public entity comments;*
5. *obtaining construction permits (hereinafter – CP) according to the list of structures prepared by the Participant (submitted to the Public entity), for which CP is mandatory according to the laws of the Republic of Lithuania;*
6. *assessing the energy performance of buildings;*
7. *preparing the technical work project and submitting it to the Public entity, receiving comments on the technical work project from the Public entity, correcting the technical work project according to Public entity comments;*
8. *general expertise of the technical work project, correcting the technical work project according to the expertise comments;*
9. *after receiving a positive act of general expertise, submitting the technical work project to the Public entity.*
10. *project supervision. /*
    * 1. **Design stage schedule**

*/In this part, the Candidate/Participant indicates the preliminary deadlines for the design stages. When indicating deadlines, the design stages specified in section 1.1.2 of this Plan must be grouped by processes and sequence. Other information required by the Specifications or considered important by the Candidate/Participant is also provided. /*

* 1. **Description of the construction works stage, organization procedures, and deadlines**
     1. **Construction works process**

*/In this part, the Candidate/Participant indicates the construction Works stages, a brief description of the stage, preliminary deadlines. Below is a* ***recommended*** *list:*

1. *forming the project team (orders for the appointment of responsible persons, notifications about responsible persons, determination of responsibilities and functions);*
2. *forming the document package;*
3. *setting up the construction site according to the construction works technology project solutions;*
4. *installing an information board (according to STR and Contract requirements);*
5. *preparing the construction works calendar schedule and actions that the Private entity will take to ensure timely completion of the Works;*
6. *subcontracting and main material ordering schedule and actions that the Private entity will take to ensure sufficient quantities of materials needed to complete the Works on time and properly (according to the construction works calendar schedule). This part's description must clearly show that the technical solutions proposed by the Participant are feasible;*
7. *labour force requirement schedule according to the sequence of works specified in the construction works calendar schedule and actions that the Private entity will take to ensure a sufficient number of employees needed to complete the Works on time and properly;*
8. *determining the need for main mechanisms/equipment and actions that the Private entity will take to ensure the mechanisms/equipment needed to complete the Works on time and properly (according to the construction works calendar schedule);*
9. *informing state authorities about the start of work;*
10. *performing construction works;*
11. *presenting 50 and 80 percent of the completed construction works (from the volume of construction works specified in the technical work project) in a specific structure to the Public entity (its experts) to assess compliance with the Specifications (technical work project solutions);*
12. *organizing construction works completion procedures considering the planned completion of construction works in separate stages (if planned);*
13. *correcting defects;*
14. *transferring the result to the Public entity, completing construction;*
15. *transferring the value of the created real estate to the Public entity and its registration procedures in registers. /*
    * 1. **Construction works schedule**

*/In this part, the Candidate/Participant provides the construction works deadlines according to the stages specified in this Plan: a grouped calendar schedule of the entire Object construction works period to see the overall situation in the Object (Master Plan) and a detailed (3-4 months) calendar schedule showing a more detailed situation of the Object according to construction works (Look ahead), which can be used to assess possible risks, including the risk of delay. Other information required by the Specifications or considered important by the Candidate/Participant is also provided. /*

* + 1. **Description of the registration tool**

*/In this part, the Candidate/Participant must describe the system or systems that will perform the registration tool functions, provide a description, and system functionality. Other information required by the Specifications or considered important by the Candidate/Participant is also provided. /*

* 1. **Construction control process**

The construction control process includes preventive measures and official control tools (entries in the construction log; measurements taken, actions taken to ensure the safety of construction work, etc.). The main focus should be on organizing and managing preventive measures.

* + 1. **Description of the work planning and execution control process, organization, and management**

*/In this part, the Candidate/Participant must indicate the risk assessment, control mechanisms, and tools, preventive measures, their organization and management, and other information related to the proper planning and execution control of the Works. Other information required by the Specifications or considered important by the Candidate/Participant is also provided. The description must explain the feasibility and timely implementation of the Technical proposal and technical solutions proposed by the Participant. Procedures and organization of presenting 50 and 80 percent of the completed construction works (from the volume of construction works specified in the technical work project) in a specific structure to the Public entity (its experts). /*

* + 1. **Environmental protection and sustainability during Works**

*/In this part, the Participant must describe how (1) the amount of construction waste will be minimized; (2) recycled and reused construction and demolition waste; (3) energy consumption will be optimized, how energy will be saved; (4) ecological resource protection will be ensured. Other information required by the Specifications or considered important by the Participant is also provided. /*

1. **Service provision plan**

The service provision plan includes the use and technical maintenance, cleaning, and maintenance of the territory and green areas of the entire Object (buildings, engineering networks, engineering systems, equipment, etc.), so separate plans will not be prepared.

* 1. **Provided Services**
     1. **List of services**

*/In this part, the Candidate/Participant details all provided Services and the separate spaces or premises of the Object, or separate structures where the Services are provided. /*

* + 1. **Service provision deadlines**

*/In this part, the Candidate/Participant indicates the service provision deadlines. If the service provision deadlines are not detailed together with the Technical proposal, then the service provision deadlines/schedule must be detailed in this part. Other information required by the Specifications or considered important by the Candidate/Participant related to the service provision deadlines, schedule is also provided. /*

* + 1. **Organization of technical maintenance of the Object**

*/In this part, the Candidate/Participant describes how the operational and functional efficiency of the Object throughout its life cycle will be ensured without the possibility of over-optimizing the premises to meet the changing needs of the Public entity, minimizing the need for Additional works or the cost of such Additional works. Mechanisms for ensuring the quality control of the Service must also be indicated. Other information required by the Specifications or considered important by the Candidate/Participant related to the technical maintenance of the Object is also provided. The description must explain the feasibility and timely implementation of the Technical proposal and technical solutions proposed by the Participant, the quality of the Services, and the possibility of proper and timely implementation. /*

* + 1. **Description of energy resource consumption recording, maintenance, and management**

*/In this part, the Candidate/Participant must describe how energy consumption costs will be accounted for, how monitoring and control will be carried out, and proposals to the Public entity for energy-saving opportunities and measures. Other information required by the Specifications or considered important by the Candidate/Participant related to energy resource consumption, control, and monitoring is also provided. /*

* + 1. ***Functioning of the BMS system***

*/In this part, the Candidate/Participant provides information and descriptions about the systems in which the BMS system functionality will be implemented. Other information required by the Specifications or considered important by the Candidate/Participant related to the BMS system is also provided. /*

* + 1. **Cleaning of premises**

*/In this part, the Candidate/Participant describes the intensity of cleaning the premises and spaces of the Object, considering the purpose of the premises, legal requirements, and Specifications. Cleaning methods, used equipment, and mechanisms for ensuring the quality control of the Service are also described. If disinfection and/or disinsection and/or deratization are provided in the Specifications, the methods, methods, scope, etc. of providing these Services are also described in this section. Other information required by the Specifications or considered important by the Candidate/Participant related to the provision of cleaning Services is also provided. The description must explain the feasibility and timely implementation of the Technical proposal and technical solutions proposed by the Participant, the quality of the Services, and the possibility of proper and timely implementation. /*

* + 1. **Maintenance and cleaning of the territory and green areas**

*/In this part, the Candidate/Participant describes what is included in the maintenance of the territory and green areas Service, what methods, equipment will be used for the provision of these Services, the intensity of the Service, depending on the season, the specificity or intensity of use of separate areas of the territory, mechanisms for ensuring the quality control of the Service, etc. Other information required by the Specifications or considered important by the Candidate/Participant related to the maintenance and cleaning of the territory and green areas is also provided. The description must explain the feasibility and timely implementation of the Technical proposal and technical solutions proposed by the Participant, the quality of the Services, and the possibility of proper and timely implementation. /*

* + 1. **Waste Management**

*In this section, the Candidate/Participant describes the equipment intended for waste management, its installation, and maintenance. It should be noted that the Private entity will be responsible for waste management (collection, sorting, and storage). The Participant describes the quality control mechanisms for the Service (equipment and its installation and maintenance), and other important information related to this Service.*

* + 1. **Other Services not specified in sections 2.1.3 - 2.1.8 of this plan**

*In this section, the Candidate/Participant describes other Services not specified in sections 2.1.3 - 2.1.8 of this plan – intensity, provision methods, equipment used, etc.*

* 1. **Compliance of services with environmental protection requirements, sustainability, and durability**

*In this section, the Candidate/Participant must describe how (1) compliance with the requirements of the list of Products for which environmental protection criteria apply to public procurement, approved by the Minister of Environment of the Republic of Lithuania on June 28, 2011, by order No. D1-508, the Environmental Protection Criteria and the Environmental Protection Criteria that contracting authorities and contracting entities must apply when purchasing goods, services, or works, will be ensured; (2) energy efficiency will be improved, how energy will be saved; (3) the use of environmentally friendly building materials and products with environmental product declarations (according to standards EN 15804+A1 and ISO 14025) will be ensured. Other information required by the Specifications or considered important by the Candidate/Participant is also provided.*

**ANNEX 22. SUBMISSION OF SOLUTIONS / PROPOSALS**

The Solution (or its relevant part) and the Proposal must be submitted in Lithuanian. If documents are submitted in a foreign language, they must be translated into Lithuanian. The accuracy of the translation must be certified by the translator or an authorized person of the economic entity.

The submitted Solution (or its part) and the Proposal, as well as other documents, must be signed by the authorized person of the Candidate/Participant. Documents confirming the right of the person to sign on behalf of the Candidate/Participant must be attached if the Solution/Proposal is signed by a person other than the one who signed the application. Documents issued by other institutions or persons must be signed by the person who issued them or by a representative of the respective institution.

**The Solution/Proposal, together with the attached documents (directly formed by electronic means or by submitting digital copies of documents), is submitted only through the CVP IS means, in an uneditable electronic form (except for technical information and the Financial operating model). The description of the Solution/Proposal submission procedures can be found at this address:**[**https://vpt.lrv.lt/lt/nauja-cvp-is-aktuali-nuo-2024-12-01/metodine-medziaga-instrukcijos/tiekejamsnaujaCVPIS/**](https://vpt.lrv.lt/lt/nauja-cvp-is-aktuali-nuo-2024-12-01/metodine-medziaga-instrukcijos/tiekejamsnaujaCVPIS/)

The Solution/Proposal must be signed with a qualified electronic signature, meeting the requirements of Regulation (EU) No. 910/2014,confirming the entire Solution/Proposal. It is not required to sign each document separately. By submitting documents signed in this way, it is declared that the submitted digital copies are genuine. The Commission has the right to request the originals of the documents or properly certified copies (signed by the head of the Candidate/Participant or another authorized person, and if available, stamped, indicating the date, name, surname, and position, or by an authorized public entity, in accordance with the legal acts of the Candidate's/Participant's country of origin).

The Solution/Proposal must clearly indicate which information provided therein is confidential, in accordance with LPPDSS Article 13. If such information is not indicated, it will be considered that any information provided in the Solution/Proposal is not confidential. If the Commission has doubts about whether specific information is reasonably indicated as confidential, it will contact the Candidate/Participant, requesting to justify the confidentiality of the information. If the Candidate/Participant does not provide such evidence or does not provide reasonable arguments and/or evidence within the deadline set by the Commission (which cannot be less than 3 working days), it will be considered that such information is not confidential. The Commission reserves the right to disclose confidential information provided in the Solution/Proposal to the members of the Commission and invited experts, the head of the Public entity and their authorized persons, as well as in cases provided by law or upon request by authorized control institutions. In such cases, the Candidate/Participant will not be able to hold the Public entity responsible for the disclosure of confidential information.

The **Proposal** submitted by the Participant may be encrypted. / The Participant, having decided to submit an encrypted Proposal, must:

1. submit the encrypted Proposal using the CVP IS means **by the end of the Proposal submission deadline** (the entire Proposal or the Proposal document containing the PPP fee, i.e., the Financial Proposal, is encrypted). Instructions on how the Candidate can encrypt the document can be found at <https://vpt.lrv.lt/lt/nauja-cvp-is-aktuali-nuo-2024-12-01/kainu-pasiulymu-sifravimas-nauja/>;
2. submit the password to decrypt the submitted Proposal **within 45 minutes from the end of the Proposal submission deadline using the CVP IS communication means**. In case of technical problems with the CVP IS, when the Participant is unable to submit the password through the CVP IS communication means, the Participant has the right to submit the password by other means of their choice: the official email of the Public entity or in writing. In such a case, the Participant should be proactive and ensure that the submitted password reaches the recipient on time (for example, by contacting the Public entity or the Commission representative by their official phone and/or other means).

Participants must submit the digital original of the Proposal validity guarantee. Such a digital document must be submitted to the Commission together with the Proposal and must be separately signed by the qualified electronic signature of the entity issuing the Proposal validity guarantee and submitted through the CVP IS means.

The Proposal validity guarantee must comply with the requirements set out in Annex 26 of the Conditions *Requirements for Proposal Validity Guarantee* and must be valid for no less than the submitted Proposal.

Before submitting the Proposal validity guarantee, Participants may contact the Commission for its suitability confirmation. The response will be provided through the CVP IS means, no later than 3 (three) working days from the receipt of such a request.

The Public entity recommends evaluating the possible disruptions of the CVP IS and other systems and not delaying the submission of the Solution/Proposal until the last minute.

**ANNEX 23. PROPOSAL FORM**

**Part A**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*[Public entity name]*

*[Public entity contact details: address, email, phone number]*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **TECHNICAL PROPOSAL** | | | | | | | | |
|  | | |  | |  | | | |
|  | | (Date) (number) | | | |  | | |
|  | (Location)  [*Indicate Project name*] | | | | | |  | |
| (Project name) | | | | | | | | |
| Candidate's name27[[24]](#footnote-24) | | | | |  | | | |
| Legal entity code | | | | |  | | | |
| VAT payer code | | | | |  | | | |
| Registered headquarter address | | | | |  | | | |
| Correspondence address | | | | |  | | | |

**Person responsible (manager or a**

|  |
| --- |
|  |

**person authorised by him)[[25]](#footnote-25)**:

Position, name, last name

|  |
| --- |
|  |

Contacts (address, email, phone

Number, etc.)

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*], [*date*] and CVP IS, procurement number – [procurement number] and other documents submitted during the Competitive Dialogue and have ensured the accuracy and completeness of the information necessary for us to submit such a Proposal.

We propose the following stages for the implementation of the Agreement:

| **Stage** | **Stage implementation period** | **Stage description** |
| --- | --- | --- |
|  |  |  |
|  |  |  |

We will involve the following Subcontractors known at the time of submitting the Proposal for the execution of the Agreement:

|  |  |
| --- | --- |
| **Subcontractor's28[[26]](#footnote-26) name** | **To which part of the Contract does it pertain** |
| 1. |  |
| 2. |  |
| ... |  |

We indicate that the information provided in these parts of the Technical Proposal is confidential29[[27]](#footnote-27)

| **#** | **Document title** |
| --- | --- |
| 1. |  |
| 2. |  |
| ... |  |

By submitting this Technical Proposal, we confirm that our proposed Services and Works fully comply with the requirements set out in the Competitive Dialogue documents and the laws of the Republic of Lithuania, and the digital copies of documents and data submitted together with the Proposal are genuine.

|  |  |
| --- | --- |
| We provide the Proposal validity guarantee |  |
|  | *(indicate the method of guarantee, amount, documents, and guarantor or surety provider)* |

|  |  |
| --- | --- |
| The Proposal is valid until |  |

| **#** | **Titles of attached documents** | **Number of document pages** |
| --- | --- | --- |
| 1. | Proposal validity guarantee |  |
| 2. | List of related companies |  |
| 3. | *[Indicate other documents]* |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (Participant’s or their authorized person's position) |  | (Signature) |  | (Name and surname) |

**Part B**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*[Public entity name]*

*[Public entity contact details: address, email, phone number]*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **FINANCIAL PROPOSAL** | | | | | | | | |
|  | | |  | |  | | | |
|  | | (Date) (number) | | | |  | | |
|  | (Location) | | | | | |  | |
| (Project name) | | | | | | | | |
| Candidate's name30[[28]](#footnote-28) | | | | |  | | | |
| Legal entity code | | | | |  | | | |
| VAT payer code | | | | |  | | | |
| Registered headquarter address | | | | |  | | | |
| Correspondence address | | | | |  | | | |

By submitting this Financial Proposal, we confirm that we have thoroughly examined the Conditions published on [*date*] in the Official Journal of the European Union [*number*], [*date*] and CVP IS, procurement number – [*procurement number*] and other documents submitted during the Competitive Dialogue and have ensured the accuracy and completeness of the information necessary for us to submit such a Financial Proposal. We confirm that we have assessed our available and accessible financial resources, the profitability of the Project, and have prepared a reasonable Financial Operating Model.

We propose the following PPP fee:

| **#** |  | **PPP fee (net present value), excluding VAT, EUR** | **PPP fee (net present value), including VAT, EUR** |
| --- | --- | --- | --- |
| **1.** | **PPP fee (for the entire Contract period)** |  |  |

| **Eil. Nr.** |  | **PPP fee (real (non-indexed value), excluding VAT), EUR** | **PPP fee (real (non-indexed value), including VAT), EUR** |
| --- | --- | --- | --- |
| **1.** | **PPP fee (for the entire Contract period)** |  |  |

PPP fee payment structure excluding VAT in real value:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Abbreviations** | **Payment part** | **Unit of measure** | **Total** | **Years** | | | | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** |
| M1 – M2 | Credit and equity flows | Eur |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| M31 | Financial activity (interest) income |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| M32 | Investment activity and equity income | Eur |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| M41 | Service provision income | Eur |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| M42 | Renewal and repair work income | Eur |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| M5 | Administration and management income | Eur |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **M** | **Total31[[29]](#footnote-29)** | **Eur** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Descriptions and components of PPP fee are described in the Conditions Annex 26 *Draft Contract* Annex 3 *Payment and settlement procedure*

The indicated PPP fee includes all our expenses and payable taxes.

It should be noted that according to LPPDSS Article 13, the Conditions and the provisions of the draft Contract regarding the publicity of the Contract and confidential information, the PPP fee specified in the Proposal, except for its components, is not considered confidential information.

As part of the Financial Proposal, we attach the Financial Operating Model, prepared according to the form provided in Annex 18 of the Conditions *Requirements for the Financial Operating Model*, in which we financially (economically) justify our investment goals, provide an assessment of the return on investment, and other efficiency indicators. We also indicate and justify the funds required for the implementation of the Agreement, financing sources, and conditions. We confirm that we understand that if the Financial Operating Model is unfounded, the Financial Proposal will be considered non-compliant with the Conditions and our Proposal will be rejected.

The Financial Proposal is valid until the end of the Technical Proposal validity period.

We indicate that the information provided in these parts of the Financial Proposal is confidential32[[30]](#footnote-30).

| **#** | **Document title** |
| --- | --- |
| 1. |  |
| 2. |  |
| ... |  |

| **#** | **Titles of attached documents** | **Number of document pages** |
| --- | --- | --- |
|  | Financial Operating Model (and supporting documents) |  |
|  | *[Indicate other documents]* |  |
|  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (Participant’s or their authorized person's position) |  | (Signature) |  | (Name and surname) |

**ANNEX 24. FORM OF THE LIST OF RELATED COMPANIES**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

*[Public entity name]*

*[Public entity contact details: address, email, phone number]*

**LIST OF RELATED COMPANIES**

Considering the requirement of the Conditions, by submitting the Solution/Proposal to participate in the Competitive Dialogue, we provide this list of companies related to us as the Candidate:

|  |  |
| --- | --- |
| Companies related to [*Candidate's name*]: | Relations: |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**A related company** in this case is considered any company, partnership, limited liability partnership, fund, or other entity (legal or non-legal person) that the Candidate (or its members) directly or indirectly controls or that directly or indirectly controls the Candidate (or its member), or that together with the Candidate is directly or indirectly controlled by another entity, having ownership rights, capital share, or implementing the requirements of legal acts applicable to such a controlled company.

**Control** means dominant influence over another economic entity directly or indirectly having ownership rights, otherwise participating financially, or determining participation rules in that entity, i.e., when:

* 1. more than half of the issued shares or other ownership securities of such a controlled company are held; or
  2. more than half of all votes granted by the issued shares or other ownership securities of the controlled company are held; or
  3. the ability to appoint or elect more than half of the management or other body (excluding the participants' meeting) members of such a controlled company is held; or
  4. an agreement is made under which the controlled company is obliged to implement the decisions and instructions of the controlling company; or
  5. the right to at least half of the controlled company's assets, profit, or residual claim is held.

We understand and agree that if it turns out that the provided List of Related Companies is incorrect, or if these companies change and the list is not updated within a reasonable time, our Solution/Proposal may be rejected, and we may be excluded from further participation in the Competitive Dialogue.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (Participant’s or their authorized person's position) |  | (Signature) |  | (Name and surname) |

**ANNEX 25. DRAFT CONTRACT**

*[Attached as a separate document]*

**ANNEX 26. REQUIREMENTS FOR PROPOSAL VALIDITY GUARANTEE**

1. The Participant must ensure the validity of their Proposal by one of the following methods: bank guarantee or insurance company's surety, issued by legal entities authorized to provide insurance services in Lithuania.

2. Requirements for bank guarantee:

2.1. Irrevocable and unconditional.

2.2. Must be signed by the issuing entity with a qualified electronic signature.

3. Requirements for insurance company's surety:

3.1. Irrevocable and unconditional.

3.2. Must be signed by the issuing entity with a qualified electronic signature.

3.3. A copy or original of the insurance certificate (policy) with a reference to the rules on which the insurance conditions were based, signed by the insurer or their authorized person with an electronic signature, and a copy of the payment document confirming that the insurance premium for the issued Proposal surety insurance letter has been paid, must be submitted together.

4. The Proposal validity guarantee must be issued as a single guarantee for the amount required in point 96 of the Conditions. If the Proposal is submitted by a group of economic entities, a single Proposal validity guarantee must be submitted on behalf of all members of the supplier group.

5. The Proposal validity guarantee must be written in Lithuanian. If the Proposal validity guarantee is written in another language, it must be translated into Lithuanian.

6. The document confirming the Proposal validity guarantee must indicate:

6.1. The amount ensuring the validity of the Proposal (not less than specified in point 96 of the Conditions);

6.2. The recipient of the guarantee amount – the Ministry of National Defence of the Republic of Lithuania, a state budgetary institution, institution code – 188602751, address – Totorių str. 25, LT-01121, Vilnius, tel.: +370 706 70 750.

6.3. The name of the entity to whom the Proposal validity guarantee is issued (if the Proposal is submitted by a group of economic entities, the names of all group members must be indicated in the guarantee (one member of the group of economic entities can be indicated only if the guarantee issuing organization confirms that it applies to all members of the group of economic entities);

6.4. Information that the Proposal validity guarantee is valid for no less than the submitted Proposal;

6.5. A condition that the institution issuing the Proposal validity guarantee irrevocably and unconditionally undertakes to pay the amount specified in the guarantee to the Public entity within 10 (ten) working days upon receiving the Public entity's first written request, without requiring the Public entity to justify their request, provided that the Public entity indicates that one or more of the following conditions exist:

- During the Proposal validity period, the Participant withdraws their Proposal or part of it (the Object, its quantity (scope), proposed prices, other conditions specified in the Final Proposal);

- Fails to clarify or submit any missing data or documents about the compliance of the Proposal with the Conditions requirements upon the Commission's request;

- Fails to justify the unusually low PPP fee specified in the Proposal upon the Commission's request;

- The Participant (or a Private Entity established by the Participant, if the Participant itself is not a special purpose entity)who won the Competitive Dialogue refuses to sign the Agreement in writing or refuses to conclude the Agreement under the conditions specified in the LPPDSS, Conditions, and Proposal, or does not sign it within the time set by the Commission, or does not fulfil the Preliminary Agreement conditions within the time specified in the Agreement.

6.7. A condition that the issued Proposal validity guarantee will be subject to the law of the Republic of Lithuania. Disputes between the parties are resolved in accordance with the laws of the Republic of Lithuania.

7. Before submitting the document confirming the guarantee, the Participant may request the Commission to confirm that they agree to accept the proposed guarantee document. In such a case, the Commission responds to the Participant no later than 3 (three) working days from the date of receipt of the request. This confirmation does not deprive the Commission of the right to reject the Proposal validity guarantee upon receiving information that the entity ensuring the Proposal validity has become insolvent or has failed to fulfil obligations to the Public entity or other economic entities, or has improperly fulfilled them.

**ANNEX 27. DISPUTE RESOLUTION PROCEDURE**

**If the economic entity/Candidate/Participant believes that the Commission or the Public entity has not complied with the requirements of the LPPDSS and thus violates or will violate its legitimate interests**

The economic entity/Candidate/Participant may submit a claim to the Public entity (Commission) regarding the actions or decisions of the Public entity (Commission) that, in the opinion of the economic entity/Candidate/Participant, violate its legitimate interests. Such a claim submission is a mandatory pre-litigation dispute resolution stage.

The claim can be submitted to the Public entity (Commission) through the CVP IS or other electronic means within 10 (ten) days from the date of the announcement of the decision made by the Public entity or the date of sending the written notification of the decision made by the Commission through the CVP IS to economic entities / Candidates / Participants.

The Public entity (Commission) will consider the claim only if it is received within the above-mentioned deadlines and before the date of the Agreement. The Public entity (Commission) must examine the claim, make a reasoned decision, and notify the economic entity/Candidate/Participant who submitted the claim and the interested Candidates / Participants about the decision and any changes to the previously announced Competitive Dialogue procedure deadlines through the CVP IS communication means, or in writing through other electronic means if such communication is not possible, no later than 6 (six) working days from the date of receipt of the claim. In such a case, the Public entity (Commission) will also inform about the changes to the previously announced Competitive Dialogue deadlines.

**If the Public entity (Commission) does not satisfy the claim**

If the submitted claim is not satisfied, is only partially satisfied, or is not examined within the specified period, the economic entity/Candidate/Participant who submitted the claim has the right to apply to the court for the protection of violated rights in accordance with the laws of the Republic of Lithuania.

If the economic entity/Candidate/Participant applies to the court, it must immediately, but no later than within 3 (three) working days, submit a copy of the application or claim with proof of receipt in court to the Public entity (Commission) through the CVP IS or other electronic means, or under signature via courier.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. This form and the documents specified therein do not need to be submitted with financing from the European Investment Bank (EIB) or the Nordic Investment Bank (NIB), or ILTE PJSC. [↑](#footnote-ref-1)
2. This applies to the Participant (if the Participant is a group of economic operators – to all joint venture partners) and only those subcontractors who will design and install the protection systems and communications specified in the Specifications: 2.3.1.10. Telecommunications and telephone technical information transmission equipment; 2.3.1.11. Telecommunications systems; 2.3.1.12. Search and signalling systems. 35 Document “Technical specification for the installation of communication systems” of Appendix 2.1. of Annex 2 of the conditions 36 Document “Requirements for the installation of electronic security systems” of Appendix 2.1. of Annex 2 of the conditions (if subcontractors are to be engaged for the specified works). [↑](#footnote-ref-2)
3. Experience may include engineering networks if they were installed together with the building and are necessary for the functioning of the building; [↑](#footnote-ref-3)
4. Said documents specified therein do not need to be submitted with financing from the European Investment Bank (EIB) or the Nordic Investment Bank (NIB), or ILTE PJSC. [↑](#footnote-ref-4)
5. 3 If the Candidate operates as a group of public entities, this information must be provided for all members of the group. It is also necessary to indicate which member is the main one and authorized to represent the group of public entities. [↑](#footnote-ref-5)
6. 4 In the case of a group of public entities, only the person(s) authorized to represent and act on behalf of the entire group must be indicated. [↑](#footnote-ref-6)
7. 5Indicate the number of the requirement(s) for the absence of grounds for removal according to Annex 4 of the Conditions *Qualification requirements, Grounds for removal, National security requirements*. [↑](#footnote-ref-7)
8. 6 Indicate the documents confirming the Candidate's compliance with the requirement for the absence of grounds for removal. [↑](#footnote-ref-8)
9. 7 Enter the name of each economic entity indicated in the application (Candidate, member of the group of economic entities, Subcontractor, etc.) that must meet the requirements for the absence of grounds for removal. [↑](#footnote-ref-9)
10. 8 Indicate the number of the requirement(s) for national security requirements according to Annex 4 of the Conditions *Qualification requirements, Grounds for removal, National security requirements*. [↑](#footnote-ref-10)
11. 9 Indicate the documents confirming the Candidate's compliance with national security requirements. [↑](#footnote-ref-11)
12. 10Enter the name of each economic entity indicated in the application (Candidate, member of the group of economic entities, Subcontractor, etc.) that must meet the requirements for the absence of grounds for removal. [↑](#footnote-ref-12)
13. 11 Indicate the qualification (financial and economic, technical and professional capacity) requirement number according to the Conditions Annex 4 *Qualification requirements, Grounds for exclusion, National security requirements*. [↑](#footnote-ref-13)
14. 12Indicate the documents proving the Candidate's compliance with the qualification requirement and their page numbers. If compliance with the qualification requirement is based on the capabilities of other economic entities, their names must be indicated. Also, the name of the economic entity group member whose capabilities are relied on for compliance with the qualification requirement must be indicated.

    13 it can be with engineering networks if they were installed together with the building and are necessary for the functioning of the building [↑](#footnote-ref-14)
15. 14 As indicated in Annex 4 of the Conditions *Qualification requirements, Grounds for removal, National security requirements*. [↑](#footnote-ref-15)
16. 15 If it is not indicated which parts of the application contain confidential information, the Commission has the right to disclose all the information contained in the application. The name of the Candidate (or members of the economic entity group) and other information that is not considered confidential information as specified in Article 13 of the LPPDSS is not considered confidential information. [↑](#footnote-ref-16)
17. 17 If the Candidate acts as a group of economic entities, this information must be provided for all group members. It is also necessary to indicate which member is the main and authorized to represent the group [↑](#footnote-ref-17)
18. In the case of a group of economic entities, only the person(s) authorised to represent and act on behalf of the entire group need to be indicated. [↑](#footnote-ref-18)
19. 18 This section also indicates the specialists who were relied upon to prove the Candidate's compliance with the Qualification requirements and to execute the contract when they are not employees of the Candidate at the time of submitting the Solution but would be employed in case of winning.  
    19 If it is not indicated in which parts of the Solution there is confidential information, the Public entity has the right to disclose all the information contained in the Solution. [↑](#footnote-ref-19)
20. 20 If the Candidate acts as a group of economic entities, this information must be provided for all group members. It is also necessary to indicate which member is the main and authorized to represent the group [↑](#footnote-ref-20)
21. 21The total amount of the PPP fee payment parts structure (excluding VAT) over the entire Contract period must be equal to the PPP fee specified in the Proposal. [↑](#footnote-ref-21)
22. 24Essential solution – information provided by the Participant that helps the Public entity assess whether the Participant understands the needs of the Public entity and the final result considering the requirements specified in the Specifications [↑](#footnote-ref-22)
23. 25 Prepared according to the Specifications solutions with possible proposals on how to change them if they are superior to those specified in the Specifications. Proposals for changing and improving the solutions specified in the Specifications can be submitted only with the Initial proposal. [↑](#footnote-ref-23)
24. 27 If the Candidate acts as a group of economic entities, this information must be provided for all group members. It is also necessary to indicate which member is the main and authorized to represent the group. [↑](#footnote-ref-24)
25. In the case of a group of economic entities, only the person(s) authorised to represent and act on behalf of the entire group need to be indicated. [↑](#footnote-ref-25)
26. 28 This section also indicates the specialists who were relied upon to prove the Candidate's compliance with the Qualification requirements and to execute the contract when they were not employees of the Candidate at the time of submission but would be employed in case of winning. [↑](#footnote-ref-26)
27. 29 If it is not indicated in which parts of the Technical Proposal there is confidential information, the Commission has the right to disclose all the information contained in the Technical Proposal. [↑](#footnote-ref-27)
28. 30If the Candidate acts as a group of economic entities; this information must be provided for all group members. It is also necessary to indicate which member is the main and authorized to represent the group. [↑](#footnote-ref-28)
29. 31The total amount of the PPP fee payment parts structure (excluding VAT) over the entire Contract period must be equal to the PPP fee specified in the Proposal. [↑](#footnote-ref-29)
30. 32 If it is not indicated in which parts of the Financial Proposal there is confidential information, the Commission has the right to disclose all the information contained in the Financial Proposal. [↑](#footnote-ref-30)