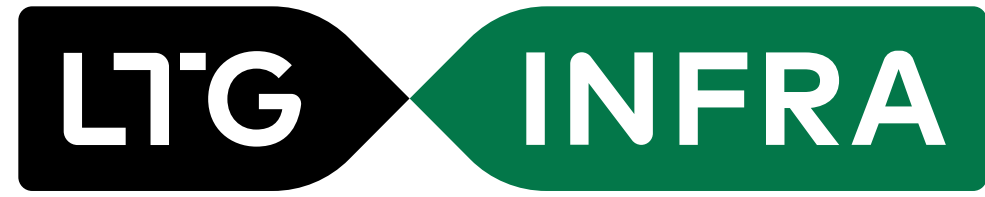


Vilnius Railway Station Complex, Central Station Square and Public Transport Terminal international open architectural project competition

COMPETITION TERMS AND CONDITIONS





Contents

CHAPTER I **8**

GENERAL PROVISIONS

Competitor Initiator, procurement origin, organisation principles and initiation of the Competition, definitions.

CHAPTER II **12**

OBJECT OF THE COMPETITION, PURPOSE

Object, goal, cash prizes, continuation of the Competition, Competition tasks, price of services

CHAPTER III **15**

GROUNDS FOR EXCLUDING SUPPLIERS, QUALIFICATION REQUIREMENTS

Grounds for excluding Suppliers, qualification requirements, reliance on the capacity of other parties, participation of a group of Suppliers

CHAPTER IV **28**

CLARIFICATIONS AND UPDATES OF COMPETITION DOCUMENTS

CHAPTER V **30**

PREPARATION, DELIVERY OF DESIGN PROPOSAL

Requirements to the preparation of Design proposals, Design proposal validity guarantee, deadline, location and method for submitting Design proposals, Design proposal validity period, confidential information

CHAPTER VI **34**

EVALUATION AND PUBLICITY OF THE DESIGN PROPOSALS

Evaluation of Design proposals, evaluation criteria, verification of the grounds for exclusion and qualification of the Participant, grounds for rejection of Design proposals, copyright, publicity of Design proposals

CHAPTER VII **51**

DISPUTE SETTLEMENT PROCEDURE

CHAPTER VIII **53**

NEGOTIATED PROCEDURE WITHOUT PUBLICATION

CHAPTER IX **56**

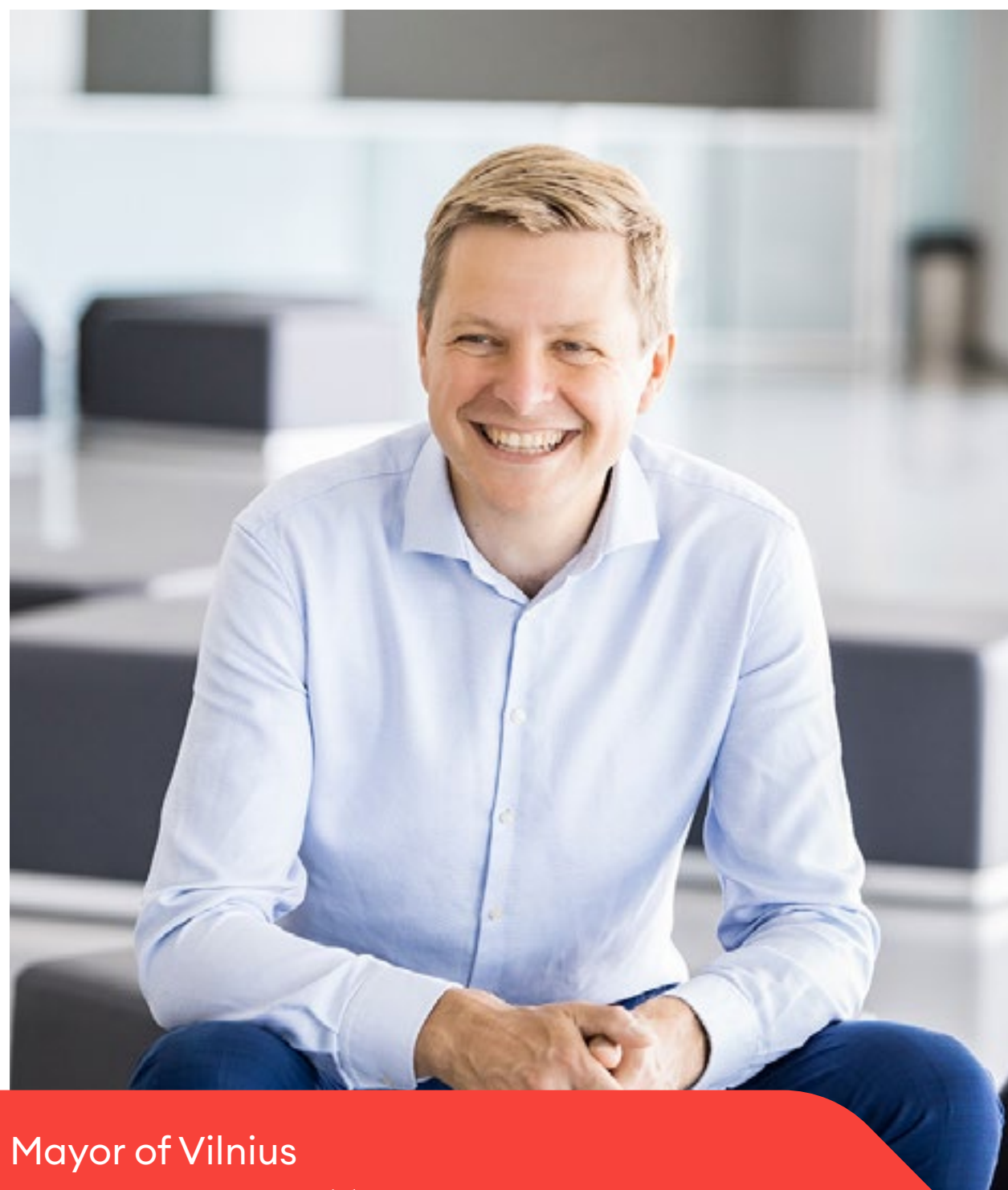
MISCELLANEOUS PROVISIONS

Payment of prizes, termination of the procedures, contacts

ANNEXED (presented in separate documents)

- 1. Annex.** Price offer form
- 2. Annex.** Participant's Motto code form
- 3. Annex.** ESPD
- 4. Annex.** Essential terms of procurement contracts
- 5. Annex.** List of personnel (professionals) of the Supplier in charge of the procurement contract
- 6. Annex.** Technical specification
- 7. Annex.** Integration of architectural idea into photos
- 8. Annex.** Topographical photo of the designed land plot and section of the land plot (*.dwg, *.pdf)
- 9. Annex.** Urban and Architectural Feasibility Study of Vilnius Railway Station Territory and Station Building;
- 10. Annex.** Master plan of the territory under preparation and 3D model
- 11. Annex.** Working materials (drawings) of the existing situation of the railway station building-passenger building
- 12. Annex.** Details of real cultural heritage values in the competition territory
- 13. Annex.** Rules of Procedure of the Judging Panel

Introduction



Mayor of Vilnius

Remigijus Šimašius

We invite you to contribute your ideas to the development of a vibrant future city with the following goals:

1. Extending the modern city centre to the main public transport hub of Vilnius

To work out a comprehensive scenario for urban changes (conversion) of the railway and bus station area. This area consists of the railway station, its surroundings, depots, the bus station and the Central station square with the public transport terminal. The new scenario should combine these objects into a single urban centre, which would include the principles of development and shaping of public spaces, plants and greenery, architectural and functional solutions of buildings and spaces. The proposed solution must meet the criteria of openness, compactness, multifunctionality, integrity with the environment, protection of natural and cultural heritage, and sustainable mobility which the ambitious, dynamic and forward-looking city declares.

2. Connections of urban spaces and revival of neighbourhoods

To create a cosy, convenient, cohesive and attractive system of public spaces suitable for recreation and

transit, connecting stations, their surroundings, conveniently connecting Naujininkai, Naujamiestis (the New Town) and the Old Town. To find solutions for the southern entrances to the station district that which will stimulate processes of revival of the Naujininkai neighbourhood, creating a compact urban structure that promotes change.

3. Vibrant square of the railway and bus station

To find an urban solution for the square of the railway and the bus station which would be consistent with the size of Vilnius, creating possibilities for its multifunctional use, combining recreational, service concentration and transit (a public transport terminal) functions.

4. Genius Loci and Iconicity

To discover a contextual, but yet iconic and exclusive urban and architectural solution for the railway station terminal, which also serves as a connection between Naujininkai and the Old Town, and for the public transport terminal, while preserving the spirit and unique qualities of the area.



CEO of Lithuanian Railways

Mantas Bartuška



CEO of LTG Infra

Karolis Sankovskis

Let's create history

The railway station is the heart of every city. It connects, attracts and inspires every day.

Thousands of people, daily, move in all directions, spend their time here, communicate, entertain themselves, create connections.

This is our vision for the Vilnius railway station as well.

A railway station is not just a building with walls or a specific function. This is why we want change. We want Vilnius railway station to become the centre from which direct trains could take you to Western Europe.

It must be a new centre of attraction with leisure and service spaces, convenient connections for pedestrians, cyclists and everyone choosing to travel by comfortable and eco-friendly trains.

Therefore, we invite the best architects from around the world and in Lithuania to bring change to the Vilnius railway station and its surroundings.

Let's create history together.



Competition dates

From the date of the announcement of the competition until 31 May 2021	Registration
31 May 2021	End of deadline for submission of projects
June/July 2021	Estimated date for announcement of results

Suppliers need to register at CVP IS <https://pirkimai.eviesiejipirkimai.lt/>.

CVP IS is an information system in which procurement procedures are performed, procurement notices and reports are submitted and processed, enquiries regarding the Competition documents are submitted and explanations of the Competition documents are published.

CHAPTER I

GENERAL PROVISIONS

Competitor Initiator, procurement origin, organisation principles and initiation of the Competition, definitions.

Competition Initiators

1. Vilnius Railway Station Complex, Stoties Square and Public Transport Terminal International Open Architectural Project Competition (hereinafter - the Competition) is organized by Lietuvos geležinkeliai, AB (legal entity code 110053842, registered office: 12, Mindaugo str., 03603 Vilnius), LTG Infra, AB (legal entity code 305202934, registered office: 2, Geležinkelio str., 02100 Vilnius) and Vilnius City Municipality Administration (legal entity code 188710061, registered office: 3, Konstitucijos Ave., 09601 Vilnius), having signed the Joint Procurement Agreement No. SUT (LG) -13 of 19 January, 2012 (hereinafter - the Agreement). The Agreement was concluded in accordance with the provisions of Article 84 of the Law on Public Procurement of the Republic of Lithuania (hereinafter - the Law). Pursuant to the provisions of clause 3.2 of the Agreement, Lietuvos geležinkeliai, AB (hereinafter referred - the Contracting Authority) will act as the representative during the Competition procedures.

Definitions

2. The main definitions relating to competition procedures:

- 2.1 **Motto** - a combination of letters and/or digits chosen by the participant, consisting of 6 (six) uppercase letters of the Latin alphabet or Arabic digits, or a combination of letters and numbers, appearing in all titles and on all pages of the documents submitted via CVP IS electronic means in **Envelope 1, Envelope 2**. The participant must always use the same

Motto. It prevents the Contracting Authority from identifying the participant, its name and contact information until the Design proposal has been evaluated. Preferably the Motto should appear on digital panels in **1.00** cm Times font in the upper right corner of the panel with **2.00** cm margins from the edges of the panel; in text or other documents it should appear in the top right corner of each page in the size of Times font used in the text document;

- 2.2 **Motto code** - details of the participant (name, code, address, telephone number and other details in accordance with Annex 2 to the Competition Terms and Conditions). The Motto code must be presented in the second envelope of the CVP IS offer window;
- 2.3 **Open design competition** - procurement procedure open to all interested Suppliers willing to take part and present their Design Proposal;
- 2.4 **European Single Procurement Document** (hereinafter - ESPD) is the relevant declaration replacing documents issued by competent authorities and provisionally certifying that the Supplier and the entities whose capacity he relies on in order to meet the qualification requirements laid down in Article 49 of the Law on Public Procurement, comply with the requirements laid down in the procurement documents pursuant to Articles 46, 47 and, where applicable - Article 54 of the Law on Public Procurement.
- 2.5 **Design proposal** - a proposal prepared by the Supplier expressing the main architectural idea of the object of the Competition and prepared in accordance with the conditions of the Competition terms and conditions established by the Contracting Authority.
- 2.6 **Schematic design** (lith. projektiniai pasiūlymai, PP) - a stage of

architectural project preparation the purpose of which is to express the idea of the architecture and other main solutions of the designed building and which are presented as information to the public about the planned design of the buildings.

- 2.7 Design development** (lith. techninis projektas, TP) - in the first stage of the project, a document of the prescribed composition prepared in the normative construction technical documents, which contains the solutions of the construction conceived by the builder and which is intended for obtaining the construction permit.
- 2.8 Supplier** - a natural person, a private or public legal person, another organization and a division thereof, or a group of such persons, including temporary associations of economic operators, which offer marketable services
- 2.9 Construction design** (lith. darbo projektas, DP) - the second stage of the project, a continuation of the Design development, in which the solutions of the Design development are detailed and according to which the construction works are performed.
- 2.10 Central Procurement Information System** (hereinafter referred to as CVP IS) - an information system in which procurement procedures are performed, procurement notices and reports are submitted and processed, explanations of the Competition documents are published, clarifications, information on the date of receipt of Design proposals received by electronic means Motto codes, communication and exchange of information with Suppliers takes place. Registration is free at <https://pirkimai.eviesiejiipirkimai.lt>.

Procurement origin

- 3.** In accordance with the provisions of Article 84 (1) of the Law on Public Procurement, Lietuvos geležinkeliai, AB, LTG Infra AB and Vilnius City Municipality Administration have pooled their organizational, administrative and financial capacity and jointly organise the present Competition, taking into account that:
- The project of regional importance - Modernization and Development of Vilnius Railway Station District, is being implemented at the initiative of Lietuvos geležinkeliai, AB, LTG Infra, AB and Vilnius City Municipality Administration, which aims to renew the historical centre by creating a modern transport, administrative and service district, create synergies between the multi-functional railway station and the surrounding infrastructure, and encourage the city's residents and city guests to use public transport. The implementation of the project envisages reorganisation of Vilnius Railway Station Passenger building entrusted to the management of LTG Infra, AB. The planned over-the-tracks structure of Lietuvos Geležinkeliai, AB and LTF Infra, AB is intended for passenger service of Vilnius Railway Station and Rail Baltica, providing access from/to the platforms, as well as serving as a pedestrian connection between Senamiestis and Naujininkai. The planned project of the Vilnius City Municipality Administration is a Public transport terminal and Stoties square managed by the Vilnius City Municipality Administration.
 - The objects and territories included in the planned reorganisation are significant from the architectural, urban and national perspective as well from the perspective of public interest, they are directly interrelated, therefore the integrity, coherence and convergence of their architectural idea must be ensured. A new mobility hub and attractive public spaces will become a strong impetus to regenerate the entire southern part of Vilnius.

Principles of organisation and announcement

4. This Competition is not divided into parts, therefore Suppliers are asked to submit their Design Proposal for the entire specified territory and the objects located therein. In accordance with the provisions of Article **28 (2)** of the Law on Public Procurement, the Contracting Authority hereby clarifies that the Competition is not divided into parts in order to comply with the architectural quality requirements and criteria defined in Chapter III of the Law on Architecture of the Republic of Lithuania in comprehensively addressing the transport matters important to the state and the city. The objects and territories included in the planned reorganisation are particularly closely interrelated, therefore combining Design Proposal will ensure their compatibility, integrity as well as high and uniform quality of planning, architecture and infrastructure solutions for the entire specified area.
5. The communication and exchange of information between the Contracting Authority and the Suppliers in the context of the procurement procedure shall take place through the means of the CVP IS. Deviation from the requirements set out in this clause is allowed only in exceptional cases specified in the Law on Public Procurement.
6. This Competition is carried out in accordance with the Law on Public Procurement and the Rules for Organising Design Competitions (hereinafter - the Rules) approved by Order No. D1-671 of the Minister of Environment of the Republic of Lithuania of 22 August 2017, other laws governing public procurement procedures as well as the present Competition documents and their current versions. The main terms are defined in the above-mentioned laws and Competition documents.
7. The Competition shall be conducted in accordance with the principles of equal treatment, non-discrimination, mutual recognition, proportionality,

transparency and confidentiality requirements.

8. There was no prior notice of this Competition.
9. In the present Competition, the Contracting Authority has no plans to publish a voluntary ex ante transparency notice.
10. The Competition notice was published in the CVP IS and through the Publications Office of the European Union.
11. The Competition documents (including clarifications and updates) shall be published together with the notice in CVP IS at <https://pirkimai.eviesiejipirkimai.lt/>. Clarifications, updates of Competition documents and information on the review date of the Design proposal Motto codes received by electronic means will also be published there. Suppliers must register by accepting an invitation in CVP IS. Registration is free at <https://pirkimai.eviesiejipirkimai.lt/>. Suppliers' access to the Competition CVP IS takes place as follows: press on the Competition title in the list of recent announcements, press "Log in" in the Competition window, enter CVP IS access details, press "Accept invitation". After registering in CVP IS, Suppliers will receive notices related to the Competition (clarifications and updates of Competition documents, information about the date of opening the envelopes containing Motto codes). Suppliers who do not register in CVP IS will not receive notifications from the Contracting Authority and will have to follow the information published in the CVP IS at <https://pirkimai.eviesiejipirkimai.lt/> on their own initiative.
12. The Contracting Authority does not allow the submission of alternative Design proposals. If a Supplier submits an alternative Design proposal, his Design proposal and alternative Design Proposal will be rejected, i.e. the Supplier can only submit one Design proposal independently or as a member of a group of Suppliers (a party to a joint venture agreement).

CHAPTER II

OBJECT OF THE COMPETITION, PURPOSE

Object, goal, cash prizes, continuation of the Competition,
Competition tasks, price of services

Object

- 13.** Object of the Competition: the services of the preparation of Schematic design, Design development, BIM model, obtaining a construction permit document, preparing a Construction design or parts thereof and construction project implementation supervision for the **Vilnius Railway Station Complex, Stoties Square and Public Transport Terminal**.

Purpose, cash prizes, continuation of the Competition

14. Purpose, cash prizes, continuation of the Competition:

- a)** to identify the best urban, architectural and functional aspects and other requirements listed in the present Competition Terms and Conditions and their annexes, corresponding to the architectural design idea of **Vilnius Railway Station Complex, Stoties Square and Public Transport Terminal**. The following prizes will be awarded to winners of the 1st, 2nd, 3rd, 4th and 5th places: the winner of the 1st place will receive **EUR 50,000**, 2nd place - **EUR 30,000**, 3rd place - **EUR 20,000**, 4th place - **EUR 10,000**, 5th place - **EUR 10,000**. If the prizes are subject to tax, all taxes shall be paid by the participant who received the prize.
- b)** after the architectural idea is identified - to procure design services through negotiated procedure without publication. The organizations conducting the Competition (Lietuvos geležinkeliai, AB, LTG Infra, AB and Vilnius City Municipality Administration) have the right to procure the implementation

services of the architectural idea (preparation of Schematic design, Design development, BIM model, obtaining a construction permit document, preparing a Construction design or parts thereof and construction project implementation supervision services) through negotiated procedure without publication, inviting the winners of the 1st, the 2nd, the 3rd, the 4th and the 5th places in the Competition. The negotiated procedure without publication with these participants shall be organised in accordance with the procedure laid down in Chapter VIII of the Competition Terms and Conditions. The organisations jointly carrying out the Competition shall sign contracts with the successful participant in the negotiated procedure without publication:

- 14.1** LTG Infra, AB will sign a design services contract with the successful participant in the negotiated procedure without publication for the services of the preparation of Schematic design, Design development, BIM model, obtaining a construction permit document, preparing a Construction design or parts thereof and construction project implementation supervision services related to **the design of Vilnius railway station complex**;
- 14.2** Vilnius City Municipality Administration will sign a design services contract with the successful entrant in the negotiated procedure without publication for the services of the preparation of Schematic design, Design development, BIM model, obtaining a construction permit document, preparing a Construction design or parts thereof and construction project implementation supervision services related to the design for the redevelopment of **Vilnius City Public Transport Passenger Terminal and Stoties Square**.

Tasks of the Competition

- 15. The tasks of the Competition** relating to urban, architectural and functional aspects of the design are as follows:
- 15.1 Iconic and recognizable international railway station.** To develop architectural solutions of strategically important public transport hub – mobility, service and business centre combining the Railway station, Stoties Square, PT terminal and intercity bus station, ensuring synergies between different travel modes and offering attractive, friendly and comfortable infrastructure for all travellers, improving mobility opportunities for residents of Vilnius and other Lithuanian cities and guests of the country, promoting the use of public transport services at national level;
- 15.2 Synergistic intermodal transport hub.** To develop architectural solutions of strategically important public transport hub – mobility, service and business centre combining the Railway station, Stoties Square, PT terminal and intercity bus station, ensuring synergies between different travel modes and offering attractive, friendly and comfortable infrastructure for all travellers, improving mobility opportunities for residents of Vilnius and other Lithuanian cities and guests of the country, promoting the use of public transport services at national level;
- 15.3 Viable and connecting urban center of the station district.** To develop a vision of a vibrant urban centre of the station district, connecting the regenerated station and its access areas to the surrounding areas of the city through functional, spatial and communication connections as well as new over-the-tracks connections, and facilitating the extension of the modern city centre to the south.

- 16.** All Competition documents must be delivered in accordance with the present Competition Terms and Conditions.

Price of services

- 17. The price of the service offering.** Suppliers shall offer the price of services (see Annex 1 Price Offer Form), which includes: 1) Schematic design, 2) Design development, BIM model preparation services, services related to obtaining a construction permit document, 3) Construction design preparation and 4) construction project implementation supervision services, including VAT. The prices for each of the four stages of service shall be specified separately in the price offers.
- 18. Budget.** The budget(s) for design services and construction is (are) not provided in the present Competition Terms and Conditions.

Technical specification

- 19.** Technical specification and other information related to the presentation of the design are provided in Annexes **6 to 12** to the Competition Terms and Conditions.

CHAPTER III

GROUNDS FOR EXCLUDING SUPPLIERS, QUALIFICATION REQUIREMENTS

Grounds for excluding Suppliers, qualification requirements, reliance on the capacity of other parties, participation of a group of Suppliers

- 20. The Design Competition is open to natural persons, legal entities, other organisations, their subdivisions or a group of such persons who have entered into a joint venture/partnership agreement. A group of economic operators shall not be required to form a legal entity in order to submit a Design proposal. The Participating Party shall responsibly and independently assess its capacity to participate in the Competition and implement the contract in order to achieve the objectives specified in Clause 14 of the Competition Terms and Conditions.
- 21. The present Competition shall make use of the option referred to in Article 59 (4) of the Law on Public Procurement to evaluate, as a first step, the Design proposal submitted by the participants, and after considering the Design proposal, verify whether there are any grounds for the exclusion of the winning participants (winners of the 1st, the 2nd, the 3rd, the 4th and the 5th place), and whether the qualifications of those participants are in conformity with the set requirements.
- 22. The Contracting Authority shall exclude a Supplier from the Competition procedure at any stage of the Competition procedure if it appears that, as a result of its acts or omissions before and/or during the Competition procedure, the Supplier is subject to at least one of the grounds for exclusion of the Supplier set out in the Competition documents.
- 23. The Supplier's qualifications must be acquired before the expiry of the deadline for submitting a Design proposal.
- 24. The Contracting Authority shall not require the Supplier to provide documentation confirming the absence of grounds for its exclusion and the Supplier's conformity with qualification requirements if the Contracting Authority:
 - 24.1 has access to these documents or information directly and free

of charge by connecting to the national database in any Member State or by means of CVP IS;

- 24.2 is already in possession of these documents from previous procurement procedures

- 25. The documents demonstrating the absence of grounds for exclusion of a foreign Supplier, compliance with qualification requirements, are legalized in accordance with the Resolution of the Government of the Republic of Lithuania of 30 October 2006 No. 1079 On the approval of the description of the procedure for legalization and certification of documents (Apostille) and the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents, except where the document is exempted from legalization and/or certification (Apostille) in accordance with international treaties of the Republic of Lithuania or European Union legislation.

Grounds for exclusion of Suppliers

- 26.** Grounds for exclusion of Suppliers (the term '*Supplier*' in this paragraph is understood as a Supplier, a member in a group of Suppliers, other entity (sub-Supplier or third party) whose capacity the Supplier relies upon to meet the qualification requirements):

No.	Grounds for exclusion	Documents demonstrating compliance with the requirement
1.	<p>(46.1*) The Supplier or his responsible person is convicted of the following offence:</p> <ol style="list-style-type: none"> 1. Participation in, organisation or direction of a criminal association; 2. bribery, trade in influence, corruption; 3. fraud, misappropriation of assets, wasting of assets, fraudulent declaration of operations of a legal person, the use of credit, loan or targeted support outside the intended purpose or prescribed procedure, credit fraud, presentation of false data on income, profits or assets, failure to submit a declaration, report or other document, fraudulent accounting or abuse where such offences affect the financial interests of the European Union within the meaning of Article 1 of the Convention on the Protection of the European Communities' Financial Interests; 4. criminal bankruptcy; 5. terrorist or terrorist-related offence; 6. legalization of criminal property; 7. human trafficking, the purchase or sale of a child; 8. offence committed by a Supplier from another state as defined in the legislation of other States implementing the European Union legislation listed in Article 57 (1) of Directive 2014/24/EU. <p>The Supplier or his responsible person shall be deemed to be convicted of an offence referred to in Article 46 (1) or (3) of the Law on Public Procurement where:</p> <ol style="list-style-type: none"> 1. the conviction of the Supplier who is a natural person has been issued and has become final in the last 5 (five) years and the person has an unextinct or unrevoked conviction; 2. where the Supplier is a legal entity, other organisation or its subdivision - the conviction judgement against the general manager, other member of a management or supervisory body, or other person entitled to represent or control the Supplier, to take decisions on his behalf, to enter into a transaction, or accountant (accountant) or other (other) person (persons) having the right to draw up and sign the Supplier's records, has been issued and has become final in the last 5 (five) years and the person has an unextinct or unrevoked conviction; 	<p>An extract from a court judgement or a document issued by the Department of Informatics and Communications under the Ministry of Internal Affairs or the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, certifying the aggregated data processed by competent authorities, or a document issued by a foreign authority at least 90 (ninety) days before the deadline for submitting proposals.</p> <p>Where a document has been issued on an earlier date but it states that it is valid on the day of reviewing the proposals, such document shall be admissible.</p>

No.	Grounds for exclusion	Documents demonstrating compliance with the requirement
	<p>3. where conviction or, in the case of paragraph 3 - a final administrative decision, against the Supplier which is a legal entity, other organisation or its subdivision has been issued and has become final in the last 5 (five) years, provided that such a decision is taken in accordance with the requirements of the domestic law of the Supplier.</p>	
2.	<p>(46.3*) For failure to fulfil tax obligations, including the payment of social security contributions, in accordance with the requirements of the registration country of the Supplier or the country where the contracting authority is located, the Supplier shall be excluded from the procurement procedure if the Contracting Authority becomes aware that the Supplier has been convicted for such failure within the meaning of Article 46 (2) (1) and (3) of the Law on Public Procurement, or has other evidence of non-compliance with those obligations. However, this provision shall not apply if:</p> <ol style="list-style-type: none"> 1. The Supplier has made a commitment to pay taxes, including social security contributions and is therefore deemed to have fulfilled the obligations referred to in this paragraph; 2. The amount of debt does not exceed EUR 50 (fifty euros); 3. the Supplier was informed of the exact amount of his indebtedness at such a time that it had not been able to pay taxes, including social security contributions, before the expiry of the deadline for submitting applications or proposals, to conclude a tax loan agreement or other binding agreement of a similar nature for the payment of such taxes or take other measures to comply with the provisions of paragraph 1 of this clause. A Supplier shall not be excluded from the procurement procedure on these grounds if, when the Contracting Authority requests relevant documents in accordance with Article 50 (6) of the Law on Public Procurement, the Supplier is able to demonstrate that it is already deemed to have fulfilled its tax obligations, including those related to the payment of social security contributions. 	<ol style="list-style-type: none"> 1. The Supplier has fulfilled its tax obligations, the following shall be provided: a document issued by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania or a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming aggregated data processed by competent authorities, or, if the Supplier is registered in a foreign country - a document issued by the relevant foreign authority at least 90 (ninety) days before the expiry of the deadline for submitting proposals. Where a document has been issued on an earlier date but it states that it is valid on the day of reviewing the proposals, such document shall be admissible. 2. The Supplier has fulfilled the obligations relating to the payment of social security contributions, the following shall be provided: <ol style="list-style-type: none"> 2.1. If the Supplier is a legal entity registered in the Republic of Lithuania, it is not required to provide any documents demonstrating conformity with this requirement. The Panel shall itself verify the data in the national database (http://draudejai.sodra.lt/draudeju_viesi_duomenys/). If, due to technical disruptions in the Sodra Information System, the Panel does not have the opportunity to verify the free-of-charge data on the Supplier (legal entity), it will have the right to request the Supplier (legal entity) to

No.	Grounds for exclusion	Documents demonstrating compliance with the requirement
		<p>furnish a document issued in accordance with the procedure confirming its conformity with this requirement.</p> <p>2.2. If the Supplier is a natural person registered in the Republic of Lithuania, it shall furnish a document issued by the territorial departments of the Board of the State Social Insurance Fund and other institutions of the State Social Insurance Fund related to the administration of the State Social Insurance Fund, or furnish a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania certifying the aggregated data processed by the competent authorities.</p> <p>2.3. A Supplier of another state which is a natural or legal person shall furnish a certificate issued by the competent authority of its registration state.</p> <p>The documents referred to in paragraphs 2.2 and 2.3 must be issued at least 90 (ninety) days before the expiry of the deadline for submitting proposals. Where a document has been issued on an earlier date but it states that it is valid on the day of reviewing the proposals, such document shall be admissible.</p>
3.	(46.4.1*) The Supplier has concluded agreements with other Suppliers aimed at distorting competition in the present procurement, and the Contracting Authority has convincing data in that regard.	Provide ESPD.
4.	(46.4.2*) In the course of the procurement, the Supplier has found itself in a conflict of interest situation within the meaning of Article 21 of the Law on Public Procurement, and the relevant situation cannot be rectified. The conflict of interest situation in question shall be deemed to be non-rectifiable if the persons who are in the situation of conflict of interest played the decisive role in the decisions of the Panel or of the Contracting Authority, and the reversal of such decisions would be contrary to the provisions of that law.	Provide ESPD.

No.	Grounds for exclusion	Documents demonstrating compliance with the requirement
5.	(46.4.3*) A competition infringement has occurred as provided for in Article 27 (3) and (4) of the Law on Public Procurement, and the relevant situation cannot be rectified.	Provide ESPD.
6.	(46.4.4*) In the course of procurement procedures, the Supplier has concealed information or provided false information on conformity with the requirements laid down in Articles 46 and 47 of the Law on Public Procurement, and the Contracting Authority is able to demonstrate the fact by any lawful means, or the delivery of false information prevents the Supplier from furnishing supporting documents required under Article 50 of the Law on Public Procurement. The Supplier shall also be excluded from the procurement procedure on these grounds, if it has concealed information or provided false information referred to in the present paragraph, or the delivery of false information has prevented the Supplier from furnishing supporting documents required under Article 50 of the Law on Public Procurement in the course of previous procurement procedures carried out in accordance with procedure laid down in the present Law, the Law on Procurement in the Field of Defence and Security, or the Law on Procurement Carried out by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services, as a result of which it has been excluded from procurement procedures in the recent year, or a judgement has been issued and has become final in the recent year. The Supplier shall also be excluded from the procurement procedure on these grounds, if it has concealed information or provided false information, or the delivery of false information has prevented the Supplier from furnishing supporting documents in procurement procedures carried out under the laws of other states, as a result of which the Supplier has been excluded from procurement procedures in the recent year, or a judgement against it has been issued and has become final, or other similar sanctions have been applied in the recent year.	Provide ESPD.
7.	(46.4.5*) In the course of the procurement procedure, the Supplier has taken unlawful action to influence the decisions of the Contracting Authority or obtain confidential information which would give him unfair advantage in the procurement procedure, or has furnished misleading information that could have a significant effect on the decisions of the Contracting Authority concerning the exclusion of Suppliers, the assessment of their qualifications, the determination of the winner, and the Contracting Authority is able to demonstrate the above facts by any lawful means.	Provide ESPD.

No.	Grounds for exclusion	Documents demonstrating compliance with the requirement
8.	<p>(46.4.6*) The Supplier has failed to perform a procurement contract concluded in accordance with this Law, the Law on Procurement in the Field of Defence and Security, or the Law on Procurement Carried out by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services, or a concession contract, or performed it improperly, which constituted a material breach of the contract as defined in the Civil Code (hereinafter - material breach of the contract), which led to the termination of the contract in the last 3 (three) years, or in last 3 (three) years a court judgement has been issued and become final upholding the contracting authority's, contracting entity's or issuing authority's claim for damages incurred as a result of the the fact that the Supplier's performance of an essential condition of the contract was seriously or continuously flawed, or in last 3 (three) a contracting authority has issued a decision stating that the Supplier's performance of an essential condition of the contract was seriously or continuously flawed and resulted in the imposition of a penalty under the contract. The Supplier shall also be excluded from the procurement procedure on these grounds, where, in accordance with the legislation of other states, it has been established in the last 3 (three) years that in implementing a previous procurement contract, a previous procurement contract with a contracting entity or a previous a concession contract, the Supplier's performance of a material requirement of the contract was seriously or continuously flawed, resulting in early termination of the previous contract, a claim for damages and imposition of other similar sanctions. The Contracting Authority shall also exclude the Supplier from the procurement procedure where it has convincing evidence that the Supplier is formed in order to avoid these grounds for exclusion.</p>	Provide ESPD.
9.	<p>(46.4.7*) The Supplier has committed a professional offence when an administrative penalty or an economic sanction under the laws of the Republic of Lithuania or other states was imposed on the Supplier and its general manager for violations of legislation on financial statements and audit, and the time elapsed from the date when the decision to impose the sanctions has become final, or from the date when the person has complied with the administrative order, is less than one year.</p>	Provide ESPD.
10.	<p>(46.4.8*) The Supplier does not meet the minimum criteria of a reliable taxpayer set out in Article 40¹ (1) of the Law on Tax Administration of the Republic of Lithuania and is therefore considered to have committed a gross professional offence.</p>	Provide ESPD.

No.	Grounds for exclusion	Documents demonstrating compliance with the requirement
11.	<p>(46.6.3*) The Supplier has committed a serious professional offence and therefore there are doubts whether it will perform the procurement contract in good faith. The Supplier shall be excluded from the procurement procedure on these grounds where at least one of the following violations exists:</p> <p>a) not applicable;</p> <p>b) violation of competition, safety and health at work, protection of information, protection of intellectual property, for which the Supplier or its manager is subjected to an administrative penalty or economic sanction laid down in the laws of the Republic of Lithuania or other states, where the time elapsed from the date of the decision to impose the sanction, or from the date when the person has complied with the administrative order, is less than one year;</p> <p>c) violation of the prohibition to enter into prohibited agreements laid down in the Competition Law of the Republic of Lithuania or a similar law of another state, where the time elapsed from the date when the decision to impose the sanction under the Competition Law or a law of another state has become final is less than three years;</p> <p>d) a Supplier who is a natural person, or - in the case of a Supplier who is a legal person, another organisation or a subdivision thereof - a manager, other member of the management or supervisory body, or other person entitled to represent or control the Supplier, to take decisions, enter into transactions on its behalf, or a shareholder holding the majority of votes at the meeting of the participants of the legal entity is found guilty of intentional bankruptcy as defined in the Law on Corporate Bankruptcy of the Republic of Lithuania or similar laws of other states, where the time elapsed from the date when the judgement has become final is less than 3 (three) years.</p>	Provide ESPD.

Note:

* Reference to the article of the Law on Public Procurement, under which the requirement is imposed on Suppliers (the first number to the point refers to the article, the second number to the point - to the paragraph of the article, and the third - to the subparagraph of the paragraph of the article).

27. Declaring the absence of grounds for exclusion from the Competition, the European Single Public Procurement Document (hereinafter – ESPD) filled in together with the Design proposal (second envelope 'Motto code') (see Annex 3 (ESPD)) must be furnished by:

27.1 the participant submitting the Design proposal;

27.2 each partner of the group of Suppliers, if the Design proposal is submitted by a group of Suppliers;

27.3 every other economic operator (sub-Supplier and third party) whose capacity the Supplier relies upon in order to meet the qualification requirements.

28. The Contracting Authority shall not verify the grounds for exclusion of sub-Suppliers or third parties whose capacity the Supplier does not rely upon in order to meet the qualification requirements.
29. The Supplier must fill in the ESPD as follows:
- 29.1 save the ESPD form in XML format on the computer;
 - 29.2 upload (import) ESPD data on the European Commission's website: <http://ebvpd.eviesiejipirkimai.lt/esp-d-web/>;
 - 29.3 provide answers to the questions specified in the ESPD;
 - 29.4 save the form and the answers in in PDF format on the computer;
 - 29.5 when submitting the Design proposal, attach the saved ESPD form with answers in PDF format, along with other documents of the Design proposal (second envelope "Motto code"), i.e. in the "Attach documents" section of the Design proposal window.
30. If the Supplier engages Economic operators (sub-Suppliers or third parties) (such as professionals who are not to be employed in the Supplier's company in the event of the conclusion of the procurement contract) whose capacity it relies upon to meet the qualification requirements, the ESPD of such entities shall be furnished along with the Supplier's ESPD.
31. Evidence that there are no grounds for exclusion of Suppliers and that the Supplier's qualifications meet the qualification requirements will be requested **only from those Suppliers whose Design proposal can be recognised as successful on the basis of evaluation results, i.e. those qualifying for the 1st, the 2nd, the 3rd, the 4th and the 5th places.**
32. Where the Supplier is unable to furnish the required documents because such documents are not issued in a Member State or a country concerned, or the documents issued in that country do not cover the issues raised in the table in clause 26 of the Competition Terms and Conditions, they may be substituted by:
- 32.1 declaration of oath;
 - 32.2 the Supplier's formal declaration, unless a declaration of oath is used in the country. The Supplier's formal declaration must be certified by a competent legal or administrative authority, a notary or a competent professional or trade organisation of the Member State or the Supplier's country of origin or the country of its registration.

Information on possibilities not to exclude from the procurement procedure where a participant fails to meet certain applicable requirements

- 33.** Where a Supplier does not meet the requirements set out in points **1, 3 to 11** of the table in clause **26**, the Contracting Authority shall not exclude it from the Competition procedure, provided both of the following conditions exist together:
- 33.1** The Supplier has provided the Contracting Authority with information that it has taken the following measures:
- 33.1.1** It has voluntarily paid, or committed to pay, compensation for damages caused by the offence or infringement referred to in points **1, 3 to 11** of the table in clause **26** of the present Competition Terms and Conditions, if applicable;
 - 33.1.2** It has cooperated, actively assisted or taken other measures to investigate, identify the offence or violation on its part, where applicable;
 - 33.1.3** It has taken technical, organisational, personnel management measures to prevent further criminal offences or violations;
- 33.2** The Contracting Authority has assessed the Supplier's information provided in accordance with clause **32.1** and has taken a reasoned decision that the measures taken by the Supplier to demonstrate its reliability are sufficient.

- 34.** The Contracting Authority may decide not to exclude a Supplier from the Competition procedure on the grounds set out in points **1 to 10** of the table in clause **26** of the Competition Terms and Conditions only in exceptional cases where it is necessary to ensure the protection of the public interest, including the protection of public health and the environment.

Qualification requirements for Suppliers

- 35.** The Supplier's qualifications must be acquired before the expiry of the deadline for submitting the Design proposal.
- 36.** Qualification requirements for Suppliers and the required documentation and information supporting compliance with the requirements:

No.	Qualification requirements for Supplier	Documents and information to be furnished by Suppliers in order to demonstrate that their qualifications meet the applicable requirement
35.1	<p>The Supplier must have at least 1 (one) qualified person responsible for the performance of the contract who meets the following minimum requirements:</p> <ul style="list-style-type: none"> holds a qualification (diploma, certificate, license, etc.) which permits the pursuit of the activities of an architect in his/her country; has experience in preparing Design development or Construction design of implemented residential or non-residential buildings with a minimum total area of 10,000 sq. m. has experience in preparing Design developments or Construction designs of an implemented public building with a minimum area of 5,000 sq. m within the scope of one project. 	<p>The following must be presented:</p> <ol style="list-style-type: none"> List of the qualified person(s) of the Supplier who will be responsible for the performance of the contract, drawn up in accordance with Annex 5 to the Competition Terms and Conditions, specifying the name of the qualified person(s), his (their) duties in performing of the contract, valid certificates or other equivalent documents held by the qualified person(s), legal form for the provision of services by each qualified person to the Supplier (employment contract, letter of intent, etc.); A copy of the document certifying the right of the proposed qualified person to pursue the activities of an architect (certificate, diploma, license, etc.). List of design services performed by the proposed qualified person, drawn up in accordance with Annex 5 to the Competition Terms and Conditions, indicating the object (s) designed, the size of the object (s) (sq.m), year of the start of project (s) and the end of construction, the identification details of the client(s); Acceptance and transfer statements or equivalent documents certifying the implementation of the objects specified in the list of design service contracts, drawn up in accordance with Annex 5 to the Competition Terms and Conditions and customer's recommendations or certificate from the employer that the proposed qualified person has participated in the development of a specific design, and/or similar documents on properly designed and executed designs and their scope, their purpose and area of the buildings, as well as photos or scanned articles, links to the object's website and/or other sources containing information about implemented objects, awards and/or so on; If the qualified person proposed by the Supplier is not an employee of the Supplier, the Supplier must furnish a copy of a document supporting the legal relationship between the Supplier and the proposed qualified person: a bilateral document - protocol of intent (signed by the Supplier and future employee (qualified person)), or a preliminary agreement on the establishment of an employment relationship under employment contract or a copyright contract or a service contract. If the proposed qualified person is an employee of Economic Operator (a sub-Supplier or a third-party), a copy of the document demonstrating that the qualified person and the Economic operator (the sub-Supplier or the third-party) are in a legal relationship must be furnished. <p>If the Design proposal is submitted by a group of Suppliers, this qualification requirement must be complied with jointly by all the members of the group of economic operators.</p>

Notes:

- If the Supplier intends to engage a qualified person who is natural person but has no plans to employ him in the case if its Design proposal is successful and the procurement contract is concluded, the qualified person (natural person) must be identified in the Design proposal as a sub-Supplier (by providing evidence that his resources will be accessible and available during the entire term of the procurement contract).*
- If the Supplier is unable to furnish the above documents because such documents are not issued in the country concerned, or the documents issued in that country do not cover all issues raised, a declaration of oath or a formal declaration of the Supplier shall be provided.*
- The successful participant will be obliged to ensure the **participation of the relevant qualified persons in the provision of** design services in accordance with the current legislation of the Republic of Lithuania.*

- 37. The requirements of quality management system and/or environmental management system standards shall not be applied by the Contracting Authority in the present Competition.
- 38. Where the Supplier's qualifications as regards the right to pursue the activity in question have not been verified, or not fully verified, the Supplier shall undertake to the Contracting Authority that the contract will be performed exclusively by persons entitled to do so.

Reliance on the capacity of other Economic operators

- 39. In order to meet the qualification requirements set out in the Competition documents, the Supplier may rely on the capacity of other Economic operators regardless of the legal nature of the relationship with those Economic operators.
- 40. Where a Supplier wishes to rely on the capacity of other Economic operators, its Design proposal must demonstrate to the Contracting Authority that during the implementation of the procurement contract the Supplier will have access to the resources of the Economic operators whose capacity it relies upon, i.e. it must submit the consent of those Economic operators (signed free form declarations or other documents confirming consent to participate in the Competition).
- 41. The Contracting Authority shall verify that the Economic operators whose capacity the supplier intends to rely upon meet the applicable qualification requirements and that no grounds for exclusion of such Economic operators exist (1st, 2nd, 3rd, 4th and 5th places) places I, II, III, IV and V). Where an Economic operator fails to meet the applicable qualification requirements, or where its situation is consistent with at least one of the grounds for exclusion laid down by the Contracting Authority, the Contracting Authority must request a substitution of the

Economic operator with an eligible one within the time limit set by the Contracting Authority.

Participation of a Group of Suppliers

- 42. The Design proposal may be submitted by a Group of Suppliers. A Group of Suppliers submitting a joint Design proposal must submit a joint activity agreement.
- 43. The joint activity agreement must contain:
 - 43.1 the obligations of each contracting party (Partner) in performing the Procurement contract to be concluded with the Contracting Authority, the proportion (volume in EUR) of the value of those obligations in the total price of the Procurement contract;
 - 43.2 the joint activity agreement must provide for joint and several liability of all the contracting partners for failure to fulfil obligations to the Contracting Authority. If the joint activity agreement does not contain this provision, the joint activity partners shall be deemed to be jointly and severally liable for failure to fulfil their obligations to the Contracting Authority;
 - 43.3 information which Partner (hereinafter referred to as the "responsible partner") represents the group of Suppliers (the partner with whom the Contracting Authority should communicate on any issues arising during the qualification and design evaluation process, and to whom it should provide information related to these matters).

44. In the event if a Design proposal entered by a group of Suppliers is successful in the present Competition, the Contracting Authority will only liaise with the responsible Partner specified in the joint activity agreement; the procurement contract shall be concluded with, and payments shall be made to the responsible Partner.
45. If a Design proposal submitted by a group of Suppliers is determined as the successful one and the Contracting Authority offers the contract to the group of Suppliers, the Contracting Authority shall not require that group of Suppliers acquire a certain legal form

CHAPTER IV

CLARIFICATIONS AND UPDATES OF COMPETITION DOCUMENTS

46. Suppliers may submit their queries in **Lithuanian or English**, and the Contracting Authority will provide answers in **Lithuanian and English**. Clarifications or updates shall be published in CVP IS and sent to all Suppliers who have entered the Competition, without identifying the originator of the request.
47. Suppliers should be pro-active and ask questions or request clarifications of Competition documents immediately after analysing them, taking into account that they won't be able to change the content of their Design proposal after the expiry of the deadline for submitting the Design proposal.
48. The Supplier may approach the Contracting Authority using the means of CVP IS and request clarifications of Competition documents. The Contracting Authority shall respond via CVP IS to each written request for clarification of Competition documents, provided the request is received via CVP IS within the prescribed time limits. The following time limits shall be laid down in the present Competition: (a) queries concerning the requirements of the Competition Terms and Conditions to the content of the Design proposal (submitted in Envelope 1), the technical specification may be sent at least **28** calendar days before the expiry of the deadline for submitting the Design proposal; (b) queries concerning the filling-in of the Design proposal part submitted in Envelope 2, the procedure for submitting the Design proposal may be sent at least **11** (eleven) calendar days before the expiry of the deadline for submitting proposals. The Contracting Authority shall respond to queries at least **6** (six) calendar days before the expiry of the deadline for submitting the Design proposal. The Contracting Authority shall publish its reply to the Supplier's request in the CVP IS, but shall not identify the originator of the request for clarification. Notifications of the Contracting Authority will only be sent to the Suppliers who have signed-up for the Procurement in CVP IS; other Suppliers will have to follow the information published in CVP IS at <https://pirkimai.eviesiejipirkimai.lt/> on their own initiative.
49. The Contracting Authority may, on its own initiative, clarify (update) or supplement Competition documents before the expiry of the deadline for submitting the Design proposal. When any published information is updated, or a notice about error correction is published, if necessary, the deadline for submitting the Design proposal shall be extended for a period consistent with the criterion of reasonableness during which the Suppliers could take the updates into account when working in their Design proposal.
50. The Contracting Authority does not intend to hold a meeting with Suppliers for the clarification of Competition documents.

CHAPTER V

PREPARATION, DELIVERY OF DESIGN PROPOSAL

Requirements to the preparation of Design proposals, Design proposal validity guarantee, deadline, location and method for submitting Design proposals, Design proposal validity period, confidential information

Requirements to the preparation of the Design proposal

51. The Design proposal submitted by the Supplier and other documents specified in the Procurement documents shall be drawn up and delivered in accordance with the requirements set out in this Chapter. Where the Contracting Authority makes amendments and additions to the Competition documents or Annexes thereto, Suppliers must take them into account.
52. When submitting the Design proposal, the Supplier accepts the Competition documents and confirms that the information contained in its Design proposal is correct and covers everything necessary for the proper performance of the procurement contract.
53. The part of the Design proposal provided in the CVP IS proposal window **Envelope 1** must be submitted **in English**.
54. The documents provided in the CVP IS proposal window **Envelope 2**, as well as the documents certifying the qualifications and the absence of grounds for exclusion, must be submitted in Lithuanian or English. If the relevant documents are issued in a language other than Lithuanian or English, a translation into Lithuanian or English certified by the Supplier's manager or his authorized person must be provided.
55. The Supplier shall bear all the costs related to the preparation and delivery of the Design proposal, and the Contracting Authority shall not be responsible or liable for those costs. The Contracting Authority shall not be liable for or assume such costs, regardless of the conduct or outcome of the Competition.
56. The Design proposal must be drawn up and delivered anonymously,

therefore, the digital materials and the Design proposal documents contained therein must not contain any information allowing to identify the Supplier.

57. **The Design proposal shall consist of the totality of documents submitted exclusively by electronic means (CVP IS)** as referred to in clauses 59 - 60 of the present Competition Terms and Conditions.
58. The whole Design proposal must be submitted electronically using the CVP IS at <https://pirkimai.eviesiejipirkimai.lt>, in accordance with the procedure laid down in the present Competition Terms and Conditions, without prejudice to anonymity. The totality of the Design proposal documents shall be presented electronically (CVP IS) in **2 (two) envelopes**.
59. The following documents must be provided in the CVP IS proposal window **Envelope 1**.
 - 59.1 **Explanatory note** (see Article 6 (Requirements to the delivery of materials) of Annex 6 (Technical specification) to the Competition Terms and Conditions);
 - 59.2 **Design panels** ((see Article 6 (Requirements to the delivery of materials) of Annex 6 (Technical specification) to the Competition Terms and Conditions);
 - 59.3 **Price offer** delivered in the form provided in Annex 1 to the Competition Terms and Conditions. In calculating the price, account must be taken of the total scope of the services included in the Procurement, the components of the offer price, the requirements of the Technical specification and all other requirements of these procurement documents. The price must include all fees payable by the Supplier and all costs incurred

by the Supplier in connection with the performance of the procurement contracts, the delivery of settlement documents via E-sqskaita information system. The prices quoted in all documents of the Design proposal shall be rounded off to two decimal places;

- 59.4 Additional video materials (optional)** (see Article 6 (Requirements to the delivery of materials) of Annex 6 (Technical specification) to the Competition Terms and Conditions);
- 60.** The following documents must be provided in the CVP IS proposal window **Envelope 2**:
- 60.1** a **filled-in Motto decryption form** in accordance with Annex 2 to the Competition Terms and Conditions;
- 60.2** **where the Design proposal is submitted by a Group** of Suppliers, a copy of the joint activity agreement of the group of Suppliers submitting the Design proposal on the basis of a joint activity agreement, in accordance with the requirements of the article "Participation of a group of Suppliers" of Chapter III of the present Competition Terms and Conditions;
- 60.3** filled-in and signed **ESPD** (Annex 3 to the Competition Terms and Conditions). The ESPD must be filled in, signed and submitted by the Supplier, **each** Partner of the Group of Suppliers (if the Design proposal is submitted by a Group of Suppliers), **each** other entity (sub-Supplier and third party) whose capacity the Supplier intends to rely upon in order to meet the qualification requirements;
- 60.4** a **power of attorney or other document** (e.g. job description) authorising to sign the Supplier's Design proposal - when the Design proposal is signed by an authorised person rather than by the general manager of the legal entity

- 61. Design materials needn't be presented on panels or in other printed format; no physical delivery of the models of the design plot and/or buildings is required.**
- 62.** The Design proposal must be based on the data contained in the present document and other supporting materials supplied by the Contracting Authority in the Annexes to the Competition Terms and Conditions.
- 63.** All documents delivered by the Entrant must **bear** the same **Motto** - see clause **2.1**.

Design proposal validity guarantee

- 64.** By participating in the present architectural design competition, the Supplier confirms that he is aware that the aim of the Contracting Authority is to enter into a services contract and therefore, by submitting the Design proposal, the Supplier agrees that, if he is invited to take part in negotiated procedure without publication in accordance with the provisions of Chapter VIII of the Competition Terms and Conditions, and refuses to sign the contract on the initial conditions or conditions negotiated during the negotiated procedure without publication, the Contracting Authority shall have the right to claim from the Supplier a fine of EUR 50,000.00 (fifty thousand), which shall be considered to be the minimum damages incurred by the Contracting Authority in organising the present architectural design competition.
- 65.** The fine in the amount provided for in clause **64** of the Competition Terms and Conditions shall be paid within **7** (seven) calendar days from the date of the Contracting Authority's written demand; the

payment shall be made to the bank account specified by the Contracting Authority.

Expiry of the deadline for submitting the Design proposal; place and method of delivery

- 66.** The Design proposal must be delivered to the Contracting Authority by means of CVP IS **before the expiry of the deadline specified in the Competition notice**, Lithuanian time.
- 67.** The Contracting Authority shall not be liable for contingencies which prevented timely delivery of the Design proposal, or resulted in late delivery. **The participant in the Competition shall be responsible for ensuring the timely delivery of its Design proposal. Due to the potential high load on the CVP IS system before the end of the deadline for submitting the Design proposal, the participants of the Competition are advised to assess the risk of possible technical failures and submit their Design proposal as early as possible.**
- 68.** Until the deadline for the acceptance of the Design proposal has expired, the Supplier may modify or withdraw its Design proposal. Such modifications or withdrawal notifications shall be deemed valid if the Contracting Authority receives them before the expiry of the deadline for submitting the Design proposal

Design proposal validity guarantee period

- 69.** The Design proposal along with the price and conditions of the design shall be valid for a minimum of **12** (twelve) months from the end of the deadline for submitting the Design proposal. If the Design proposal does not specify its period of validity, the Design proposal shall be deemed to be valid for the period provided for in the procurement documents.

Confidential information

- 70.** In its Design proposal the Supplier must indicate whether the Design proposal contains confidential information, and identify which information is considered confidential under Article **20 (2)** of the Law on Public Procurement.
- 71.** The Supplier shall include the word “confidential” in the file name, or enter the word “**Confidential**” in highlighted letters at the top of the page, on the right side of the top margin of each page of the Design proposal containing confidential information. Information which must be public under the laws of the Republic of Lithuania may not be claimed to be confidential by the Supplier. If the Supplier does not designate information as confidential, it shall be deemed that the Design proposal of the Supplier contains no such information.

CHAPTER VI

EVALUATION AND PUBLICITY OF THE DESIGN PROPOSALS

Evaluation of Design proposals, evaluation criteria, verification of the grounds for exclusion and qualification of the Participant, grounds for rejection of Design proposals, copyright, publicity of Design proposals

- 72.** The conformity of the Design proposals entered for the Competition to the requirements of the Competition documents (except for compliance with the requirements of the technical specification (Annexes **6 to 12** to the Competition Terms and Conditions)) shall be examined and evaluated by the Public Procurement Commission formed by the Contracting Authority.
- 73.** A separate panel (hereinafter - Judging Panel) shall be formed to verify the conformity of the Design proposals entered for the Competition to the requirements of the technical specifications (annexes **6 to 12** to the Competition Terms and Conditions) and to evaluate the Design proposals according to the evaluation criteria specified in the Competition Terms and Conditions. The Rules of Procedure of the Judging Panel are attached in Annex **13** to the Competition Terms and Conditions.
- 74.** The Design proposals shall be examined and evaluated in a confidential manner, in the absence of representatives of the Suppliers who entered their Design proposals.
- 75.** Each member of the Public Procurement Commission and the Judging Panel shall evaluate the Design proposal entries in an objective manner, in accordance with the provisions of the Competition documents.
- 76.** The Judging Panel shall evaluate the Design proposals in the light of the requirements set out in the Competition documents and in accordance with the evaluation criteria referred to in clause **78** of the Competition Terms and Conditions.
- 77.** The Judging Panel formed for the evaluation of the Design proposal entries shall consist of **11** (eleven) members and **2** (two) reserve members. At least a half of the members of the Judging Panel (including the reserve members of the Judging Panel) shall have the same or equivalent professional qualifications as those required from the Competition entrants:

No.	Name and surname	Competence and responsibilities	Delegating authority	Notes
Members of the Judging Panel				
1.	Mindaugas Pakalnis	Chief City Architect of Vilnius City Municipality Administration	Vilnius City Municipality Administration	Chairman of the Judging Panel, Lithuania
2.	Edgaras Neniškis	Dr., architect - Urban expert	Architects Association of Lithuania	Lithuania
3.	Janis Dripe	Architect - Urban expert	Architects Association of Lithuania	Latvia
4.	Martin Rein-Cano	Architect - Landscape expert	Architects Association of Lithuania	Germany
5.	Roman Dziedziejko	Architect	Architects Association of Lithuania	Poland
6.	James Fergusson	Architect - Heritage protection expert	Architects Association of Lithuania	Lithuania
7.	Karli Luik	Architect	Architects Association of Lithuania	Estonia
8.	Daiva Pivoriūnienė	Lietuvos geležinkeliai, AB Director, Asset Management and Services Centre	Lietuvos geležinkeliai, AB	Lithuania
9.	Karolis Sankovskis	CEO, LTG Infra, AB	Lietuvos geležinkeliai, AB	Lithuania
10.	Linas Baužys	CEO, LTG Link, AB	Lietuvos geležinkeliai, AB	Lithuania

No.	Name and surname	Competence and responsibilities	Delegating authority	Notes
11.	Anton Nikitin	Senior Advisor to Vilnius City Municipality Administration acting Chief Engineer of the Municipality	Vilnius City Municipality Administration	Lithuania

Reserve Members of the Judging Panel

12.	Gintautas Blažiūnas*	Architect	Architects Association of Lithuania	Lithuania
13.	Rūta Matonienė*	Senior Advisor to the Chief City Architect Department of Vilnius City Municipality Administration	Vilnius City Municipality Administration	Lithuania
14.	Dovilė Aleksandravičienė*	„LTG Link“ , UAB Director, Business Development and Marketing Department	„Lietuvos geležinkeliai“, AB	Lithuania
15.	Arenijus Jackus*	„LTG Infra“ , AB Director, Rail Baltica Coordination Department	„Lietuvos geležinkeliai“, AB	Lithuania

Note:

**A reserve member of the Judging Panel, can attend all meetings of the Judging Panel without voting rights. A reserve member of the Judging Panel shall acquire the voting right when he/she replaces a member of the Judging Panel who is not present at the meeting.*

Any attempt by participants to make direct contact with members of the Panel shall be regarded as an act of bad faith and shall constitute a gross violation of the Competition Terms and Conditions leading to the exclusion of the Supplier from the Competition.

Evaluation of Design proposals, evaluation criteria

78. In order to demonstrate the contextual conformity of the spatial and aesthetic organization of the complex under design and its individual elements, the Supplier's Design proposal must address the urban, architectural tasks for the whole project territory, individual parts thereof ((1) and (2)), as well as the artistic, aesthetic, visual, functional tasks for the buildings (the existing ones under reconstruction and the ones being designed) proposed in the scope of the Competition; in addition, importance is attached to the stylistic aspects of spaces and structures, the aesthetics of elements and systematic aspects of addressing problems, therefore the Design proposal entered for the Competition will be evaluated in accordance with the criteria presented below:

No.	Evaluation criteria	Evaluation criteria	Weighting factor in the assessment of economic performance (B)	The scores of the evaluation criterion shall be calculated using the following formula:
1	2	3	4	5
1.	K_1 Integrity, exclusivity of architectural, urban idea*		35	$K_1 = \frac{R_p}{R_{max}} \times 35$
2.	K_2 Functionality*		30	$K_2 = \frac{R_p}{R_{max}} \times 30$
3.	K_3 Sustainability*		20	$K_3 = \frac{R_p}{R_{max}} \times 20$
4.	K_4 Price of services**		15	$K_4 = (C_1 + C_2) \times 15$
4.1.	Price of services: preparation of Vilnius Railway Station Complex (1) Schematic design, Design development and BIM model, obtaining construction authorization permit document, preparation of the construction design and construction project implementation supervision services	$L_1 = 0,66$		$C_1 = \frac{C_{min}}{C_p} \times L_1$
4.2.	Price of services: preparation of Vilnius City Public Transport Passenger Terminal and Stoties Square (2) Schematic design, development design and BIM model, obtaining construction authorization permit document, preparation of the Construction design and construction project implementation supervision services	$L_2 = 0,34$		$C_2 = \frac{C_{min}}{C_p} \times L_2$
5.			$\Sigma 100$	

*Scores are awarded based on the recommendations for evaluation given in paragraph **84** of the Competition Terms and Conditions.

** When submitting its Design proposal, the Supplier shall indicate the price of the services by filling in Annex **1** (Price Offer Form) to the Competition Terms and Conditions and submitting it in the **Envelope 1** proposal window in CVP IS.

Description of evaluation criteria (K₁-K₃):

No.	K ₁ -K ₃ evaluation criteria (the Design proposal is evaluated individually for each criterion)	Description, explanation of the evaluation criterion
1	2	3
1.	<p>K₁ Description, explanation of the evaluation criterion</p>	<ul style="list-style-type: none"> - Synergy between architectural, urban, cultural heritage protection and landscape architecture solutions; - Coherence of the Design proposal with the urban structure of the city, respecting the values of Vilnius UNESCO Old Town heritage, Naujamiestis heritage as well as the existing urban structure of Naujininkai, the existing visual links and valuable panoramas; - the implications of the solutions for the image of this part of the city and the city as a whole; implications for the identity of this part of the city in order to create a viable and connecting urban center of the station district, while preserving and highlighting the existing valuable urban and architectural identity of the site under design; - The overall quality of the architectural concept. Integrity of solutions, shaping the complex as a single architectural and urban construct, preserving and highlighting the values of the existing architectural heritage. Originality and novelty of architectural solutions - impression of the epoch, artistic quality, exclusivity, recognizability.
2.	<p>K₂ Functionality</p>	<ul style="list-style-type: none"> - Rational, convenient spatial arrangement of the program specified in the Competition Terms and Conditions, taking into account the flows of different interests (travellers, carriers, townspeople, tourists, administration, etc.) and functions (transport, commerce, public, recreational), infrastructural requirements; the coherence of the proposed functions that promotes the around-the-clock use of the area under design; the integrity of solutions with the existing infrastructure of the whole city; - Evaluation of the efficiency and functionality of the proposed planning solutions and spaces; the efficiency of access, movement between the station, the functional components of the public transport terminal and adjacent parts of the city, synergy between intermodal transport, promoting the use of public transport and the role of the square as a connecting element; - Functionality of the railway station complex, public transport terminal from traveller and user perspective.

No.	K ₁ -K ₃ evaluation criteria (the Design proposal is evaluated individually for each criterion)	Description, explanation of the evaluation criterion
3.	K ₃ Sustainability	<ul style="list-style-type: none"> - Evaluation how the Design proposal takes into account the application of sustainability principles from the social, environmental and economic perspective. Energy efficiency of solutions, energy consumption. Environmental performance, durability of the materials /technology used. The creation of comfort of indoor spaces and a healthy environment, durability and cost-effective, efficient operation of the building; - Economic feasibility and reality of the potential of the Design proposal realization; - Evaluation whether the Design proposal facilitates the biodiversity of the territory, creates prerequisites for reducing noise and air pollution, develops an uninterrupted network of attractive public spaces; - Social implications of design solutions for existing neighbouring districts and their communities with the aim of reducing exclusion, activating social partnership, preserving, strengthening and enriching existing traditions and culture; - Quality of architectural solutions of public spaces and connections, ensuring city-wide public interest and accessibility to all. Evaluation whether the Design proposal provides prerequisites for the safe use of the public infrastructure.

79. The values of K₁-K₃ criteria R from 0 to 3 points shall be determined by expert method, based on the scores awarded by each member of the Judging Panel in accordance with evaluation score definitions provided in the table (Recommendations for Evaluation) in paragraph 84 of the Competition Terms and Conditions.

80. The scores for each K₁-K₃ criterion shall be calculated by comparing the criterion value (R_p) with the best value of the same criterion (R_{max}) and multiplying it by the weighting factor of the criterion being evaluated, using the formulas provided in the table in clause 78 of the Competition Terms and Conditions;

81. The evaluation score for criterion K₄ shall be calculated by multiplying the sum of the evaluations of the criterion's parameters C₁ and C₂ by

the weighting factor of the evaluation criterion K₄, using the formula provided in column 5 of the table in clause 78 of the Competition Terms and Conditions.

82. The evaluation of parameter C₁ for criterion K₄ shall be calculated by multiplying the ratio of the lowest price offered in the Competition for the services of drawing up Schematic design, Design development and BIM model, obtaining construction permit document, drawing up the Construction design and supervision of construction project implementation for the transformation of Vilnius Railway Station building and the over-the-tracks structure - connection between Senamiestis and Naujininkai district (1) (C_{min}) and the price of the services of drawing up Schematic design, Design development and BIM model, obtaining construction permit document, drawing up the Construction design

and supervision of construction project implementation for the transformation of Vilnius Railway Station building and the over-the-tracks structure - connection between Senamiestis and Naujininkai district (1) indicated in the Design proposal under evaluation (C_p) by the weighting factor (L_1) of the parameter of the criterion under evaluation, using the formula provided in column **5** of the table in clause **78** of the Competition Terms and Conditions.

- 83.** The evaluation of parameter C_2 of criterion K_4 shall be calculated by multiplying the ratio of the lowest price offered in the Competition for the services of drawing up Schematic design, Design development and BIM model, obtaining construction permit document, drawing up the Construction design and supervision of construction project implementation for Vilnius City Public Transport Passenger Terminal and Stoties Square (2) (C_{min}) and the price of the services of drawing up Schematic design, Design development and BIM model, obtaining construction permit document, drawing up the Construction design and supervision of construction project implementation for Vilnius City Public Transport Passenger Terminal and Stoties Square (2) indicated in the Design proposal under evaluation (C_p) by the weighting factor (L_2) of the parameter of the criterion under evaluation, using the formula provided in column **5** of the table in clause **78** of the Competition Terms and Conditions.
- 84.** The total score (T) of the relevant Design proposal shall be calculated using the formula provided in clause **85** of the Competition Terms and Conditions.

Recommendations for evaluation:

No.	Clarification of the evaluation of a Competition design	Description of the scores awarded
Evaluation criterion K ₁ - Integrity, exclusivity of architectural, urban idea		
1.	Poor (0 points)	<p>Urban and architectural solutions poorly integrate the territory under design into the city's urban structure, they make a minimum contribution to the creation of an extension of the modern city.</p> <p>The solutions do not erode the values of cultural heritage (the buildings located in the territory and the wider urban context) but do not highlight them either; they have a negative albeit insignificant effect on valuable visual connections and valuable panoramas; they do not highlight or enrich the identity of the territory under design and adjacent territories.</p> <p>The architecture of an international railway station being shaped has no adverse effect on the image of the station and the city, but it is not recognizable or iconic. Architectural solutions are of satisfactory artistic quality, they are only partly original.</p> <p>In the most part, the solutions are consistent with the urban and architectural objectives set out in the technical specification</p>
2.	Average (1 point)	<p>Urban and architectural solutions integrate the territory under design into the city's urban structure and create an extension of the modern city.</p> <p>The solutions respect the values of cultural heritage (the buildings located in the territory and the wider urban context); they preserve - have a neutral effect on - valuable visual connections and valuable panoramas; they preserve the identity of the territory under design and adjacent territories.</p> <p>The architecture of and international railway station is recognizable and iconic. Architectural solutions are of high artistic quality, largely original, attractive to the user.</p> <p>In the most part, the solutions are consistent with the urban and architectural objectives set out in the technical specification.</p>

No.	Clarification of the evaluation of a Competition design	Description of the scores awarded
3.	Good (2 points)	<p>Urban and architectural solutions integrate the territory under design into the city's urban structure and create an extension of the modern city.</p> <p>The solutions respect the values of cultural heritage (the buildings located in the territory and the wider urban context); they preserve - have a neutral effect on - valuable visual connections and valuable panoramas; they preserve the identity of the territory under design and adjacent territories.</p> <p>The architecture of and international railway station is recognizable and iconic. Architectural solutions are of high artistic quality, largely original, attractive to the user.</p> <p>In the most part, the solutions are consistent with the urban and architectural objectives set out in the technical specification</p>
4.	Very good (3 points)	<p>Urban and architectural solutions harmoniously integrate the territory under design into the city's urban structure and create an extension of the modern city.</p> <p>The solutions respect the values of cultural heritage (the buildings located in the territory and the wider urban context); they preserve and highlight valuable visual connections and valuable panoramas; they preserve and enrich the identity of the territory under design and adjacent territories.</p> <p>The architecture of an international railway station is highly recognizable, iconic, exceptional in the context of the country and region, representative of Vilnius and Lithuania. Architectural solutions are of a very high artistic quality, original, very attractive to the user.</p> <p>The solutions are consistent with the urban and architectural objectives set out in the technical specification.</p>
Assessment criterion K₂ - Functionality		
5.	Poor (0 points)	<p>The solutions have minimum consistency with the functional requirements laid down in the technical specification.</p> <p>The spatial arrangement of the program is irrational and inconvenient, there is no synergy of various functions that would lead to the territory's viability. Different flows of interests interfere with each other. The over-the-tracks connection is inefficient and inconvenient.</p> <p>A synergistic intermodal transport hub is not formed. The public transport terminal and Stoties square are non-functional, they do not operate as connecting elements between different transport stations.</p> <p>The urban centre of the station district and the centre of Naujininkai are not integrated into the structure of the city by means of connections and functions</p>

No.	Clarification of the evaluation of a Competition design	Description of the scores awarded
6.	Average (1 point)	<p>In large, the solutions are consistent with the functional requirements laid down in the technical specification.</p> <p>The spatial arrangement of the program is partly rational and convenient, it creates vague synergies of various functions that would lead to the territory's viability. The flows of different interests are in minimum alignment. The over-the-tracks connection is partly efficient and convenient.</p> <p>The formed intermodal transport hub is partly synergistic. The public transport terminal and Stoties square are minimally functional, their operation as connecting elements between different transport stations is satisfactory.</p> <p>The urban centre of the station district and the centre of Naujininkai are integrated into the structure of the city by means of connections and functions but functional synergy is not created.</p>
7.	Good (2 points)	<p>In large, the solutions are consistent with the functional requirements laid down in the technical specification.</p> <p>The spatial arrangement of the program is partly rational and convenient, it creates vague synergies of various functions that would lead to the territory's viability. The flows of different interests are in minimum alignment. The over-the-tracks connection is partly efficient and convenient.</p> <p>The formed intermodal transport hub is partly synergistic. The public transport terminal and Stoties square are minimally functional, their operation as connecting elements between different transport stations is satisfactory.</p> <p>The urban centre of the station district and the centre of Naujininkai are integrated into the structure of the city by means of connections and functions but functional synergy is not created.</p>
8.	Very good (3 points)	<p>The solutions are consistent with the functional requirements laid down in the technical specification.</p> <p>The spatial arrangement of the program is particularly rational and convenient, it creates coherent synergies of various functions that would lead to the territory's viability. The flows of different interests are aligned and create synergies. The over-the-tracks connection is particularly efficient and convenient.</p> <p>A particularly synergistic intermodal transport hub is formed. The public transport terminal and Stoties square are functional and operate as connecting elements between different transport stations is satisfactory.</p> <p>The urban centre of the station district and the centre of Naujininkai are integrated into the structure of the city by means of connections and functions.</p>

No.	Clarification of the evaluation of a Competition design	Description of the scores awarded
Evaluation Criterion K₃ - Sustainability		
9.	Poor (0 points)	<p>The solutions do not ensure the implementation of the environmental and sustainable development principles laid down in the technical specification. Energy efficiency, environmental efficiency and longevity are not guaranteed, a comfortable, safe and healthy environment that reduces social exclusion and empowers the society is not ensured. The potential of the realization of solutions is not economically justified, the reality of implementation of the design is unlikely.</p> <p>The principles of universal design are not applied.</p>
10.	Average (1 point)	<p>The solutions only partially ensure the implementation of the environmental and sustainable development principles laid down in the technical specification. Only some of the solutions guarantee minimal energy efficiency, environmental efficiency and longevity as well as a comfortable, safe and healthy environment that reduces social exclusion and empowers the society. The economic justification of the potential for the realization of the solutions is weak, the reality of implementation of the design is possible, but questionable.</p> <p>The principles of universal design are applied only fragmentarily.</p>
11.	Good (2 points)	<p>In large, the solutions ensure the implementation of the environmental and sustainable development principles laid down in the technical specification. Potentially moderate energy efficiency, environmental efficiency and longevity as well as comfortable, safe and healthy environment that reduces social exclusion and empowers the society is ensured. The potential for the realization of the solutions is economically justified in principle, the reality of implementation of the design is possible.</p> <p>The principles of universal design are applied in the majority of the solutions.</p>
12.	Very good (3 points)	<p>The solutions ensure the implementation of the environmental and sustainable development principles laid down in the technical specification. Energy efficiency, environmental efficiency and longevity as well as a comfortable, safe and healthy environment that reduces social exclusion and empowers the society are ensured. The potential for the realization of the solutions is economically justified, the reality of implementation of the design is convincing.</p> <p>The principles of universal design are universally applied.</p>

85. The final result is determined using the following formula:

$$T = K_1 \text{ avg.} + K_2 \text{ avg.} + K_3 \text{ avg.} + K_4,$$

where:

T is the number of points awarded to the design concerned;

K₁₋₃ avg. - the mean value of criteria K₁-K₃ - the total sum of scores awarded by all members of the Judging Panel in the evaluation of an individual design, for a specific evaluation criterion, divided by the number of members of the Judging Panel.

K₄ - the evaluation of the criterion of the price of services.

86. Design proposals may not be evaluated on the basis of criteria (parameters) that are not included in the Competition documents.
87. The Judging Panel shall evaluate all Design proposals that meet the requirements set out in the Competition documents.
88. After the Judging Panel evaluates the Design proposals, it shall take a decision on the preliminary ranking of the Design proposals. The Judging Panel shall compile a preliminary ranking of Design proposals identified by Mottos, in descending order of evaluation scores. If only one Design proposal is submitted, no preliminary ranking of Design proposals shall be compiled. Where the number of points scored by the Design proposals of two or more Suppliers is equal, the vote of the Chair of the Judging Panel shall be decisive. If a Design proposal is rejected in accordance with the provisions of the Competition Terms and Conditions, the Judging Panel shall not include it in the ranking of Design proposals.
89. The Public Procurement Commission shall have the right to open the

envelopes with Motto codes only after the Judging Panel has compiled a preliminary ranking of Design proposals.

90. The Contracting Authority shall give all Suppliers who have submitted their Design proposals a minimum of 2 (two) days' written notice via CVP IS about the meeting of the Public Procurement Commission where the Motto codes of the Design proposals received electronically shall be reviewed. The notice shall indicate the place, day, hour and minute of reviewing the Motto codes of the Design proposals received via electronic means. The review procedure of the Motto codes of the Design proposals received via electronic means shall be carried out in the absence of the Suppliers.
91. The procedure for reviewing the Motto codes of the Design proposals received by electronic means shall be formalized by the Public Procurement Commission in a separate protocol. After reviewing the Motto codes of the Design proposals the Public Procurement Commission shall inform Suppliers about the preliminary ranking of the Design proposals and the Motto codes of the Design proposals.
92. After reviewing the Motto codes of Design proposals and publishing the Motto codes, the Public Procurement Commission shall verify the compliance of the data provided by Suppliers in their Design proposals with the requirements set out in the Competition documents.
93. If the documents or data on compliance with the requirements of the Competition documents furnished by a participant are inaccurate, incomplete or incorrect, or if such documents or data are missing, the Contracting Authority shall, without prejudice to the principles of equal treatment and transparency, request the participant to revise, supplement or clarify the documents or data within a reasonable time limit set by the Contracting Authority. The right to revise, supplement, clarify documents or data, or furnish new documents or data shall only apply to the documents or data relating to the absence of grounds

for exclusion of the Supplier, its compliance with the qualification requirements, the Supplier's authorisation to sign the Design proposal issued to a person, joint activity agreements and documents unrelated to the Competition object, its technical characteristics, the terms and conditions for implementing the contract or its price. Other documents or data of the Supplier's proposal may be revised, supplemented or clarified in accordance with Article **55 (9)** of the Law on Public Procurement.

Verification of the grounds for exclusion of a Competition participant and its qualification compliance

- 94.** If the Supplier has not submitted the ESPD (or has submitted the ESPD of one entity only), the Public Procurement Commission shall contact the Supplier and request that the document be submitted within a reasonable time.
- 95.** After assessing the information provided in ESPD and, where applicable, the information provided in the documents referred to in Article **50 (4)** of the Law on Public Procurement, the Public Procurement Commission shall decide on the eligibility of each Supplier who has entered its Design proposal, and give each Supplier a written notice of the results of this verification, giving the reasons for the decisions taken; the notice shall be given within **3** (three) business days at the latest. Only the Suppliers who meet the requirements of the Contracting Authority shall be eligible to participate in further procurement procedures.
- 96.** The Public Procurement Commission shall request relevant documents certifying the information provided in ESPD and evidence of qualifications only from the Supplier whose Design proposal can be recognized as successful based on the results of the evaluation, i.e.

those qualifying for the 1st, the 2nd, the 3rd, the 4th and the 5th places.

- 97.** If the Supplier fails to furnish these documents within the time limit set by the Public Procurement Commission, the Design proposal entered by the Supplier shall be rejected and the Public Procurement Commission shall contact another Supplier who is eligible to be successful, i.e. a Supplier who qualifies for the 1st, the 2nd, the 3rd, the 4th and the 5th places, and, having evaluated its details regarding the absence of exclusion grounds and its qualifications, determine the ranking of the Design proposals.
- 98.** If there are grounds to exclude the Supplier, the Supplier must provide documents demonstrating that the issues have been remedied; such documents shall be furnished along with the documents provided in the framework of ESPD.
- 99.** If the Public Procurement Commission finds that the information on the absence of grounds for exclusion and the qualification data furnished by the Supplier are incomplete or inaccurate, it must ask the Supplier to supplement or clarify such information and data within the time limit specified by the Public Procurement Commission. If the Supplier fails to revise such inaccurate and incomplete data at the request of the Public Procurement Commission, the Public Procurement Commission shall reject the relevant Design proposal.
- 100.** Within **3** (three) business days after written formalisation of the procedure for verifying the absence of grounds for the exclusion of Suppliers and their qualifications, the Public Procurement Commission shall contact each participant via CVP IS and inform them about the ranking of the Design proposals, the winners of the Competition and the postponement deadline and, for the participant whose Design proposal is not included in the ranking - the reasons for rejecting the Design proposal. The Public Procurement Commission shall also provide Design proposal evaluation reviews to each participant.

Grounds for rejecting Design proposals

101. The Public Procurement Commission shall reject a Design proposal if:

- 101.1 The Design proposal has been received after the expiry of the deadline for submitting the Design proposal set by the Contracting Authority;
- 101.2 The Design proposal fails to meet the requirements of the Competition Terms and Conditions;
- 101.3 The Design proposal is submitted in violation of anonymity;
- 101.4 The Supplier has provided inaccurate, incomplete or incorrect documents or data concerning the absence of grounds for exclusion of the Supplier, its compliance with the qualification requirements, and has failed to revise them at the request of the Contracting Authority;
- 101.5 The Supplier has provided inaccurate, incomplete or erroneous documents or details of its compliance with the requirements of the Competition documents (Supplier's authorisation to sign the proposal issued to a person, joint activity agreement and documents unrelated to the Competition object, its technical characteristics, the terms and conditions for implementing the contract or its price) and has failed to revise them at the request of the Contracting Authority;
- 101.6 The Supplier has directly or indirectly attempted to contact a member (s) of the Judging Panel;

102. The Judging Panel shall reject a Design proposal if:

The Design proposal fails to meet the requirements of the technical specification (Annexes 6-12 to the Competition Terms and Conditions).

103. If, after checking a part of a Design proposal, the Contracting Authority finds

that the Design proposal must be rejected, it may choose not to examine the whole Design proposal.

104. Successful entrants (those qualifying for the 1st, the 2nd, the 3rd, the 4th and the 5th places) shall be the Suppliers whose Design proposals are awarded the highest scores, provided their Design proposals are not rejected (excluded) in accordance with the provisions of the present Competition documents.

Copyright

105. The materials of the Design proposals entered by the winners of the 1st, the 2nd, the 3rd, the 4th and the 5th places in the Competition (panels, explanatory notes, etc. submitted via electronic means) shall become the property of LTG Infra, AB and Vilnius City Municipality Administration, and all of the copyright shall transfer exclusively to these organisation in accordance with the following procedure:

- The economic copyright to the materials of the Design proposals for Vilnius Railway Station Complex shall transfer to LTG Infra, AB;
- The economic copyright to the materials of the Design proposals for the transformation of Vilnius City Public Transport Passenger Terminal and Stoties Square shall transfer to Vilnius City Municipality Administration.

106. Non-material copyright in relation to the successful Design proposal entered in the Competition shall remain with the Supplier.

- 107.** Lietuvos geležinkeliai, AB, LTG Infra, AB and Vilnius City Municipality Administration shall be entitled to use architectural solutions only provided a design services agreement is concluded with the author of the design. No architectural solutions, whether those of the successful entrant or not, can be used in the further design activities of Lietuvos geležinkeliai, AB, LTG Infra, AB and Vilnius City Municipality Administration, unless a written consent of the author of the design is obtained.
- 108.** The design of the successful entrant can only be used once.
- 109.** All participants shall be responsible for the solutions and ideas of their Design proposals entered in the Competition. When submitting their Design proposals, they guarantee that they are the authors of the Design proposal and do not infringe third party intellectual property rights. The Contracting Authorities shall claim from the participant a compensation of all costs related to infringements of third party intellectual rights.

Publication

- 110.** The designs entered in the Competition (panels, explanatory notes) shall be published in the digital exhibition on Vilnius Connect website at <https://vilniusconnect.lt/>.
- 111.** After the Judging Panel evaluates the Designs and a Competition report is drawn up, a public presentation of the results of the Competition shall be organised. The time of the presentation will be announced via information means of the Contracting Authority and on the Vilnius Connect website at <https://vilniusconnect.lt/>. Considering the objective circumstances, the presentation can only take place remotely.
- 112.** The entrants may not publish their Designs in the press, in books, online or other media until the Public Procurement Commission has reviewed the Suppliers' information contained in Envelope 2 and the preliminary ranking of the Design developments drawn up by the Judging Panel has been published. The publication of a design entered in the Competition before the identification data of the participant provided in Envelope 2 is reviewed shall constitute the grounds for rejecting the Design proposal entered in the Competition.
- 113.** When presenting the results of the Competition or informing about the results of the Competition, Lietuvos geležinkeliai, AB, LTG Infra, AB and Vilnius City Municipality Administration shall have the right to use, reproduce, display, print, publish, publicize the Designs or copies of the Designs entered in the Competition and/ or disseminate them in printed form and/or online (including in social networks, as a downloadable file or otherwise), in order to inform about the results of the Competition and about the Design, without the author's consent. In all cases, a reference to the authors (or the Motto chosen by the authors) of the Design must be made. By entering a Design proposal, the Supplier agrees that its Design will be publicised.

CHAPTER VII

DISPUTE SETTLEMENT PROCEDURE

- 114.** Within 10 days of the date of the written notice of the Contracting Authority's decision to the Suppliers, the Supplier shall have the right to lodge a claim with the Contracting Authority, to file an application or to bring an action before the court.
- 115.** Within 6 business days from the date of receipt of the claim, the Contracting Authorities must examine the claim, adopt a reasoned decision regarding the claim, and give written notice to the Supplier who has lodged the claim as well as the parties concerned about the change of the previously communicated time limits of the procurement procedure.
- 116.** Any further arising disputes shall be resolved in accordance with the effective legislation of the Republic of Lithuania.

CHAPTER VIII

NEGOTIATED PROCEDURE WITHOUT PUBLICATION

117. In accordance with the provisions of paragraph 83 of the Rules, Lietuvos geležinkeliai, AB, LTG infra, AB and Vilnius City Municipality Administration (hereinafter collectively referred to as the Competition Organisers) intend to continue the procurement of the services for the preparation of Schematic design, Design development and BIM model, obtaining a construction permit document, the preparation of the Construction design, or parts thereof, and supervision services of the construction project implementation through negotiated procedure without publication. The negotiated procedure without publication shall be organised by first inviting the winner of the 1st place. If negotiations with the winner of the 1st place fail, the negotiated procedure without publication shall be conducted with the winner of the 2nd place. If negotiations with the winner of the 2nd place fail, the negotiated procedure without publication shall be conducted with the winner of the 3rd place. If negotiations with the winner of the 3rd place fail, the negotiated procedure without publication shall be conducted with the winner of the 4th place. If negotiations with the winner of the 4th place fail, the negotiated procedure without publication shall be conducted with the winner of the 5th place. Successful entrants shall be invited to take part in a negotiated procedure without publication by a separate written notice given via CVP IS means.
118. Negotiated procedure without publication shall be carried out by making a distinction between the objects in the possession of Lietuvos geležinkeliai, AB, LTG Infra, AB i.e. **Vilnius Railway Station Complex (1)**, and those in the possession of Vilnius City Municipality Administration, i.e. **Vilnius City Public Transport Passenger Terminal and Stoties Square (2)**.
119. Negotiated procedure without publication shall be carried out jointly by Lietuvos geležinkeliai, AB, LTG Infra, AB and Vilnius City Municipality

Administration, unless one of the organisations jointly organising the Competition loses/is late in receiving financing and/or there emerge other circumstances beyond the control of the organisations jointly organising the Competition, and/or the actions of one of the organisations pose a risk to the conclusion of a design contract.

120. Negotiated procedure without publication shall be conducted in accordance with the procedure laid down in the Law on Public Procurement. Negotiated procedure without publication shall cover the prices, terms, and other conditions of services. In the case of unpublished negotiations, the joint tendering organizations will not negotiate on the essential terms of the contract, as specified in Annex No. 4 to the tender conditions, unless clearly and unambiguously indicated therein, where negotiations are possible. The joint tendering organizations will not negotiate on the minimum requirements set out in the tender documents, the tender evaluation criteria and procedures, the outcome of the negotiations as recorded in the negotiation minutes or in the final tenders submitted after the negotiations.
121. If, within the established time limits, the participant fails to submit a procurement offer in the negotiated procedure without publication, the organisations jointly organising the Competition shall consider that the participant has refused to take part in the negotiated procedure without publication.
122. In the course of the negotiated procedure without publication, the organisations jointly organising the Competition shall verify that the Supplier is competent, reliable and capable of fulfilling the procurement conditions, and therefore they shall have the right to set the necessary qualification requirements for the participants, which didn't apply at the time during the idea selection process, and the documents or information

confirming compliance with these requirements. In verifying Suppliers' qualifications and determining the requirements thereto, the right to pursue the relevant activity, financial, economic, technical and professional capacity as well as the qualifications of the qualified persons required for the performance of the contract (project manager, project part manager, project implementation supervision manager, project part implementation supervision manager, etc.) may be taken into account on an optional basis. By entering the architectural idea competition, the Supplier understands that the aim of the organisations jointly organising the Competition is to sign design contracts, therefore it responsibly assesses its own abilities and those of its team to implement further obligations. At the architectural idea selection stage the organisations jointly organising the Competition shall not require the Supplier to furnish documents demonstrating the competence and capacity of the Supplier's design team.

- 123.** Where a participant's qualifications as regards the right to pursue the activity in question have not been verified, or not fully verified, the participant shall undertake to the Contracting Authority that the design services contract will be performed exclusively by persons entitled to do so.
- 124.** The organisations jointly organising the Competition shall sign contracts with the entrant who is successful in the negotiated procedure without publication:
- 124.1** LTG Infra, AB will sign a design services contract with the successful entrant in the negotiated procedure without publication for the services of drawing up Schematic design, Design development and BIM model, obtaining a construction permit document, drawing up a Construction design or parts thereof and construction project implementation supervision

services for the design of **Vilnius Railway Station Complex**; In order for LTG Infra, AB to receive European Union financial support towards the financing of the design services contract, the contract shall include requirements related to the proper administration of the European Union's financial assistance (the rights of third parties that ensure appropriate use of European Union financial support support to use information on design services, the right to conduct audits, the obligation to publicise European Union financial assistance, etc.) In the scope of the design services contract, the Designer shall also be required to draw up independent and separate Design developments for the objects of the Vilnius railway station complex which are part of the Rail Baltica project (railway infrastructure), to obtain separate construction permits, draw up separate Construction designs and perform separate design implementation supervision services;

- 124.2** Vilnius City Municipality Administration will sign a design services contract with the successful entrant in the negotiated procedure without publication for the services of the preparation of Schematic design, Design development, BIM model, obtaining a construction permit document, preparing a Construction design or parts thereof and construction project implementation supervision services related to the design for the redevelopment of **Vilnius City Public Transport Passenger Terminal and Stoties Square**.

CHAPTER IX

MISCELLANEOUS PROVISIONS

Payment of prizes, termination of the procedures,
contacts

- 125.** The tendering procedures not covered in the documents of the present Competition shall be carried out in accordance with the provisions of the Law on Public Procurement and its implementing legislation.
- 126.** Cash prizes shall be paid to the winners within **45** (forty-five) days after the expiry of the deadline for submitting claims.
- 127.** At any time prior to the determination of the successful entrant, the Contracting Authority shall have the right to terminate the design competition procedures on its own initiative, if there emerge certain circumstances that could not have been foreseen, and must do so if the principles set out in Article **17 (1)** of the Law on Public Procurement have been breached and the relevant situation cannot be remedied. If the Contracting Authority terminates the design competition, it shall not reimburse the losses incurred by Suppliers and shall not pay them compensations.
- 128.** By entering its Design proposal, the Entrant guarantees that it has reviewed the documents of this Competition and accepts all of their provisions.
- 129.** In the case of discrepancies between the Competition Terms and Conditions (its Annexes) in Lithuanian and the Competition Terms and Conditions (its Annexes) in English, the Competition Terms and Conditions (its Annexes) in Lithuanian should be followed.

Contacts

- 130.** Names, surnames and contact details of the employees of the Contracting Authority or members of the design competition Judging Panel (one or more) authorised to maintain direct contact with Suppliers:
- **Vilnius Railway Station Complex (1)** design - Brigita Skliuderytė, Project Manager, PC Contract Division, phone. No: +370 612 04964, e-mail: brigita.skliuderyte@litrail.lt;
 - **Vilnius City Public Transport Passenger Terminal and Stoties Square transformation (2)** design - Vytautas Lelys, Advisor to the Chief City Architect Division of Vilnius City Municipality Administration, phone No: +370 694 35853, e-mail: vytautas.lelys@vilnius.lt.