

## LETTER OF INVITATION TO TENDER

< Place and date >

*[Name and address  
of potential Tenderer]*

*[Letterhead of the Contracting Authority]*

**Publication ref:**

Dear Sir/Madam,

**Subject: Works procurement notice for “Construction of four campsites in Utena region”**

Further to your enquiry regarding the publication of the above-mentioned works procurement notice, please find enclosed the following documents, which comprise the corresponding tender dossier:

### **VOLUME 1 INSTRUCTIONS TO TENDERERS**

- |           |   |
|-----------|---|
| Section 1 | Instructions to Tenderers                             |
| Section 2 | Form of Tender, Appendix to Tender                    |
| Section 3 | Form of Tender Guarantee                              |
| Section 4 | Questionnaire   |
|           | Form 4.1 General Information about the Tenderer       |
|           | Form 4.2 Organisation Chart                           |
|           | Form 4.3 Power of Attorney                            |
|           | Form 4.4 Financial Statement                          |
|           | Form 4.5 Financial identification                     |
|           | Forms 4.6.1.1 through 4.6.10 Technical Qualifications |
|           | Cash Flow Schedules                                   |
| Section 5 | Glossary of Terms                                     |
| Section 6 | Draft template Evaluation Grid                        |

### **VOLUME 2 CONTRACT**

- |           |   |
|-----------|---|
| Section 1 | Form of Contract                                  |
| Section 2 | General Conditions                                |
| Section 3 | Particular Conditions                             |
| Section 4 | Form of Performance Guarantee                     |
| Section 5 | Form of Advance Payment Guarantee (if applicable) |
| Section 6 | Form of Retention Money Guarantee                 |

### **VOLUME 3 TECHNICAL SPECIFICATIONS**

### **VOLUME 4 BILL OF QUANTITIES/PRICE SCHEDULE**

### **VOLUME 5 DESIGN DOCUMENTS INCLUDING DRAWINGS**

If you request any clarification to the tender dossier, such a request must be received in writing by the Financing and the Contracting Authorities no later than 21 days before the deadline for submission of tenders. The Financing Authority will reply to all Tenderers' questions at least 11 days before the deadline for submission of tenders. If the Financing Authority, either on its own initiative or in response to a request from a Tenderer, provides additional information on the tender dossier, it will send such information in writing to all Tenderers at the same time.

Costs incurred by the Tenderer in preparing and submitting the tender proposals shall not be reimbursed. All such costs shall be borne by the Tenderer.

For full details of the tender procedures, please refer to the Practical Guide to contract procedures, which may be downloaded from the 'Useful documents' page of the following Web site:

[http://europa.eu.int/comm/europeaid/index\\_en.htm](http://europa.eu.int/comm/europeaid/index_en.htm)

We look forward to receiving your tender proposal and tender Guarantee before time and date stated in Works Procurement Notice at the address as specified in the Instructions to Tender.

Yours faithfully,

**Name and signature**

# **VOLUME 1**

## **SECTION 1**

### **INSTRUCTIONS TO TENDERERS**

## **SECTION I INSTRUCTIONS TO TENDERERS**

Project title: Construction of four campsites in Utena region  
Reference number:

## **CONTENTS**

## **Preliminary provisions**

In submitting his tender, the Tenderer accepts in full and without restriction the special and general conditions, including any addendum, governing this contract as the sole basis of this tendering procedure, whatever may be his own conditions of sale, which he hereby waives.

Tenderers are expected to examine carefully and comply with all instructions, forms, terms and specifications contained in this tender dossier. Failure to furnish on time all the required information and documentation, or the submission of tenders not substantially responsive in every respect to the tender dossier may result in the rejection of the tender.

### **1. OVERALL INSTRUCTIONS**

- 1.1. Tenderers shall submit their offers for the whole Works as required per the Tender dossier. No Tenders will be accepted for partial lots.
- 1.2. The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the Contracting Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **2. SOURCE OF FUNDS**

- 2.1 The Project is financed by the European Union in accordance with the PHARE 2001 ESC project "National Tourism Information System and Pilot Tourism Infrastructure in Utena region" and co-financed by the Lithuanian State Department of Tourism.
- 2.2 The Beneficiary of the grant is Lithuanian State Department of Tourism. Lithuanian State Department of Tourism is acting as the Contracting Authority (Employer) in this Tender.  
  
The Financing Authority – Central Project Management Authority (CPMA) of Lithuania, or its successor, if any, represents a source of funds for the part financed by EU Phare Programme.

### **3. ELIGIBILITY REQUIREMENTS**

- 3.1. Tender Participation is open on equal terms to all natural and legal persons of the Member States of the European Union and the beneficiary countries of the PHARE Programme, Cyprus, Malta and Turkey. All works, supplies and services must originate in one or more of these countries.
- 3.2. These terms refer to all nationals of said states and to all legal entities, companies or partnerships, constituted under and governed by civil, commercial or public law, formed in accordance with the law of any one of said states and having their statutory office, central administration or principal place of business in one of these States. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the respective State. Tenderers shall provide evidence thereof.

- 3.3. Tenderers shall certify that they meet these conditions and prove their eligibility by a document, dated less than 180 days earlier than the deadline for the submission of Tenders, drawn up in accordance with their national law or practice or by copies of the original documents defining the constitution and/or legal status and establishing the place of registration and/or statutory seat and, if it is different, the place of central administration. The Contracting Authority and Financing Authority may accept other satisfactory evidence that these conditions are met.
- 3.4. Tenderers shall not be considered eligible if:
- 3.4.1. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - 3.4.2 they are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations;
  - 3.4.3 they have been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata*;
  - 3.4.4 they are guilty of grave professional misconduct proven by any means, which the Contracting Authority can justify;
  - 3.4.5 they have not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country where they are established;
  - 3.4.6 they have not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established;
  - 3.4.7 they are guilty of serious misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in an invitation to tender or contract;
  - 3.4.8 they have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same Contracting Authority or another contract financed with Community funds;
  - 3.4.9 they are in one of the situations allowing exclusion referred to in the Ethics Clauses in connection with the tender or contract.
- 3.5. Tenderers shall certify by an affidavit signed by their representative to the Contracting Authority that none of the situations detailed in Sub-Clauses 3.4.1. to 3.4.9. inclusive above applies to them.
- 3.6 The eligibility requirements detailed in Sub-Clauses 3.1. to 3.4. inclusive apply additionally to all partners in a Joint Venture/Consortium, all subcontractors and all suppliers to Tenderers. In addition to their own

documents and certificates, therefore, Tenderers shall submit with their Tenders the documents and certificates called for in Sub-Clauses 3.1. to 3.4. inclusive, in respect of:

3.6.1 every partner in a Joint Venture/Consortium.

3.6.2 every subcontractor providing more than ten per cent of the works.

3.6.3 every supplier providing more than ten per cent of the works.

3.6.4 subcontractors and suppliers must satisfy eligibility requirements specified in Sub-Clauses 3.1 and 3.2.

3.7 All materials, equipment and services to be supplied under the contract shall have their origin in eligible source countries, as defined in Sub-Clause 3.1 above. Tenderers shall certify by an affidavit signed by their representative to the Contracting Authority that they comply with this requirement.

3.8 For the purposes of Sub-Clause 3.7 above "origin" means the place where the materials and/or equipment are mined, grown, produced, manufactured or assembled and/or from which services are provided.

#### **4 INFORMATION / DOCUMENTS TO BE SUPPLIED BY THE TENDERER**

4.1. All Tenderers must supply the following information and documents with their Tenders:

4.1.1. Copies of documents showing the organisation chart, legal status and place of registration of the headquarters of the Tenderer and a written Power of Attorney authorising the signatory of the Tender and all related documentation. These documents shall be provided in the form of the following forms contained in Volume 1, Section 4 of the Tender Documents:

- General Information about the Tenderer (Form 4.1)
- Organisation Chart (Form 4.2)
- Power of Attorney (Form 4.3).

4.1.2. Evidence showing that the liquid assets and access to credit facilities are adequate for this Contract, confirmed by a financial statement for the last 3 years verified by a chartered accountant. This evidence shall be provided in the form of Form 4.4, Financial Statement, in Volume 1, Section 4 of the Tender Documents.

4.1.3. Financial projections for the forthcoming 2 years. This information shall be included in the Form 4.4 Financial Statement provided in accordance with Volume 1, Section 4 of the Tender Documents.

4.1.4. Financial identification (Form 4.5, Volume 1)

4.1.5. Information about Tenderers' technical qualifications. This information shall be provided in the form of the Technical Qualification

forms contained in Volume 1, Section 4 of the Tender Documents, and shall include:

- A presentation of the Tenderer's organisation, including the number of all staff employed (Form 4.6.1.1)
- A list of staff proposed to be employed for execution of the Contract, including CV's of key employees. In this particular case, the following members of staff will be taken in consideration (*Project Director, Site Manager, Main Foremen, Foreman of Specific Works, other key staff proposed by the Tenderer.*) (Forms 4.6.1.2 and 4.6.1.3)
- A list of equipment for execution of the Contract. The descriptions shall demonstrate his ability to complete the works and should include *inter alia*:
  - Earth-moving machines ( excavators, bulldozers etc.)
  - Concrete mixing and placing plant
  - Cranes and lifting plant
  - Trucks
  - Power tools
  - Plant for finishing works

The tenderer is to indicate whether such equipment is owned, hired or used by a sub-Contractor. Manufacturer's documents fully describing the equipment shall be submitted with the Tender (Form 4.6.2)

- A Work Programme with brief descriptions of major activities (Form 4.6.3), showing the order of procedure and timing in which the Tenderer proposes to carry out the Works. In particular the proposal shall detail the temporary and permanent works to be constructed. The Tenderer shall take note of the prevailing climatic conditions and the requirement to prepare designs and obtain building permits prior the execution of construction works. In addition the Tenderer shall submit a comprehensive Method Statement, with drawings where applicable, showing the methods proposed by the Tenderer for carrying out the Works. In particular the Tenderer shall indicate the numbers, types and capacities of Contractor's Equipment and labour he proposes to use on the major activities of work.
- A Graphic Work Schedule (Bar chart) showing times and duties allocated for employees for this Contract (Form 4.6.3)
- Data concerning subcontractors and the percentage of works to be subcontracted or sublet (Form 4.6.3)
- Evidence of relevant experience in execution of Works of a similar nature, including the extent and value of the relevant contracts, as well as works in hand and contractually committed (Form 4.6.4). The evidence shall include successful experience as the prime Contractor in construction of projects of the similar nature and complexity as required in the clause 4.2
- Information regarding the proposed Site Office, if any (Form 4.6.3)



- An outline of the Quality Assurance System(s) to be used (Form 4.6.7)
- If appropriate, information about Joint Venture/Consortium Tenderers (Form 4.6.5)
- Details of their litigation history over the last 3 years (Form 4.6.6)
- Details of the accommodation and facilities to be provided for the Project manager (Form 4.6.8)
- Information concerning sources of materials (Form 4.6.9)
- Any other information (Form 4.6.10).

4.2 In order for Tenderers to be considered eligible for award of Contract it will be necessary for them to provide evidence that they meet or exceed certain minimum qualifying criteria. This evidence shall be provided by Tenderers in the form of the information and documents described in Sub-Clause 4.1 above, through the provision of all parts of each Tenderer's Tender, and in whatever additional form Tenderers may wish to utilise.

The minimum qualifying criteria for sole Tenderer (i.e. he may have subcontractors, but he is not a partner in Join Venture/ Consortium for the purpose of the Tender) includes:

1. He shall be a registered and certified firm or natural person capable of carrying out the specified Works.
2. The average annual turnover in the past three years shall be at least 0,5 mln EURO.
3. He shall have completed as a prime contractor<sup>1</sup> at least one project of a nature similar to the tendered works over the last three years. The value of such Contract shall not be less than 0,5 mln EURO.

The Contracting and Financing Authorities reserve the right to ask for copies of the respective certificates of final reception signed by the project managers and Contracting Authority of the concerned projects.

4. All his key personnel (*Project Director, Site Manager, Main Foremen, other key staff proposed by the Tenderer*) shall have at least five years of adequate experience and proven qualifications relevant to works of a similar nature to this project.
5. He shall carry out at least 70 % of the Contract Works by his own means, defined as meaning that he must have and employ the equipment, materials, human and financial resources necessary to enable him to carry out this percentage of the Contract.
6. He also must have access to credit and other financial facilities adequate to assure the required cash flow for the duration of the

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<sup>1</sup>

Note : In this case the Prime Contractor shall have implemented at least 50% of the value of the referenced Contracts. Prime Contractor is considered a company /firm that did sign a contract and , under the signed contract, had the exclusive legal responsibility for the execution of the contractual works

Contract. In any case the credit amount should exceed EURO 75,000. The Tenderer is required to include an unconditional Bank confirmation that the mentioned credit amount would be provided if requested.

In case of a Joint Venture/ Consortium the minimum qualifying criteria includes:

7. Each member shall be a registered and certificated firm or natural person capable of carrying out the Works that he is responsible in according to the Join Venture Agreement.
8. The Joint Venture as a whole must have the minimum qualifications as set out under sub-clauses 4.2.2 –4.2.6 above.
9. The Leading Partner in a Joint Venture/Consortium shall carry out at least 50 % of the Contract Works by his own means, as defined in Sub Clause 4.2.5 above
10. The Leading Partner in a Joint Venture/Consortium shall have successful experience as the main contractor in the construction of at least one project of a nature similar to the tendered works over the last three years. The value of such Contract where he has performed as a prime contractor<sup>2</sup> shall not be less than 0.3 mln EURO.

The Contracting and Financing Authorities reserve the right to ask for copies of the respective certificates of final reception signed by the project managers and Contracting Authority of the concerned projects.

11. If he is another partner in a Joint Venture/Consortium (i.e. not the Leading Partner) he shall carry out at least 10 % of the Contract Works by his own means, as defined in Sub Clause 4.2.5 above.

4.3 Tenders submitted by companies being partners of two or more firms forming a Joint Venture/Consortium shall additionally fulfil the following requirements:

- The Tender shall comprise all information required by Sub-Clause 4.1 for each partner of the Joint Venture/Consortium as well as the summary data for execution of Works by the Tenderer.
- The Tender shall be signed in a way that legally binds all partners. See Form 1.5.6.7 in VOLUME 1, Section 1.5 of the Tender Documents.
- One partner shall be appointed as the Leading Partner responsible for the Contract and such appointment shall be confirmed by submission of Powers of Attorney signed by legally authorised signatories representing all the individual partners.
- The Tender shall include a preliminary agreement or a letter of intent stating that all partners shall be legally responsible, jointly and severally, for the execution of the Contract, that the Leading

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<sup>2</sup>

Note : In this case the Prime Contractor shall have implemented at least 50% of the value of the referenced Contracts. Prime Contractor is considered a company /firm that did sign a contract and , under the signed contract, had the exclusive legal responsibility for the execution of the contractual works

Partner shall be authorised to obligate and receive instructions for and on behalf of each and all partners, and that the execution of the Contract, including payments, shall be responsibility of the Leading Partner.

- All partners in the Joint Venture/Consortium shall be bound to remain in the Joint Venture/Consortium for the whole period of the execution of Contract.

## **5 ONLY ONE TENDER PER TENDERER**

5.1 A tenderer may participate in only one Tender, either individually or as a partner in a Joint Venture/Consortium for the same Contract. Submission or participation by a Tenderer in more than one Tender for a Contract will result in the disqualification of all those Tenders for that Contract in which the party is involved. The same company may only participate as sub-contractor in different tenders, if it is justified by market specificities.

## **6 TENDER EXPENSES**

- 6.1 All costs associated with the preparation and submission of the Tender shall be exclusively for the account of the Tenderer.
- 6.2 The Contracting Authority and Financing Authority shall not be responsible for, or pay for, any expenses or losses of which kind may be incurred by the Tenderer in connection with visits to, and examination of, the site of the Works, or of any other aspect of this Tender.

## **7 SITE INSPECTION**

- 7.1 The Tenderer is strongly advised to visit and inspect the Site of the Works and its surrounds for the purpose of assessing, at his own responsibility, expense and risk, all data which may be necessary to prepare his Tender and sign the Contract for the Works.
- 7.2 A Site visit be held by the Contracting Authority, as stated in the Works Procurement Notice. The site visit is mandatory.
- 7.3 All Tenderers shall confirm in writing receipt of Clarification Meeting and Site Visit Minutes within 3 days and shall include in their offer their certificate of Site Visit.

## **8 CONTENT OF TENDER DOCUMENTS**

8.1 The set of Tender Documents comprises the following documents and should be read in conjunction with any Addenda issued in accordance with Clause 10:

<b>VOLUME 1</b>	<b>INSTRUCTIONS TO TENDERERS</b>
<b>VOLUME 2</b>	<b>CONTRACT</b>
<b>VOLUME 3</b>	<b>TECHNICAL SPECIFICATIONS</b>

**VOLUME 4**

**PRICE SCHEDULE/BILL OF QUANTITIES**

**VOLUME 5**

**DRAWINGS**

- 8.2. Tenderers shall be solely responsible for examining with appropriate care the Tender Documents, including those Design Documents available for inspection, any Addendum to the Tender Documents issued during the tendering period, and for obtaining reliable information with respect to any and all conditions and obligations which may in any way affect the amount or nature of the Tender or the execution of the Works. In the event that the Tenderer is successful, no claim for alteration of the Tender Amount will be entertained on the grounds of errors or omissions in the obligations of the Tenderer described above.
- 8.3. The Tenderer shall provide all documents required by the provisions of the Tender Dossier. All such documents, without exception, shall be strictly in accordance with the conditions and provisions contained within the Tender Documents and with no alterations made by the Tenderer. Tenders, which are not compliant with the requirements of the Tender Documents, shall be rejected.

**9 EXPLANATIONS CONCERNING TENDER DOCUMENTS**

- 9.1. Tenderers may submit questions in writing up to 21 days before the deadline for submission of tenders. The Financing Authority must reply to all tenderers' questions at least 11 days before the deadline for receipt of tenders.
- 9.2. Copies of written responses will be sent to all known Tenderers (including the query but without identifying the source of the enquiry). They should confirm receipt of these answers in writing within 3 days.
- 9.3. All written enquiries of the tenderers during the tender preparation period shall be sent to the Financing Authority, with copies to the Contracting Authority, by letter or fax to the following address:

Central Project Management Agency,  
J. Tumo-Vaižganto 8a/2  
2600 Vilnius, Lithuania  
Fax No.+370 5 251 44 06

**10 AMENDMENTS TO TENDER DOCUMENTS**

- 10.1 The Financing Authority may amend the Tender Documents by publishing Addenda up to 11 days before the date for submission of Tenders.
- 10.2 Each Addendum published shall constitute a part of the Tender Documents and shall be sent, in writing, to all known Tenderers. The Tenderers shall confirm in writing receipt of such Addendum within 3 days, sign each page and attach it to the Tender Documents.
- 10.3 The Financing Authority may, as necessary and in accordance with Clause 22. here of, extend the deadline for submission of Tenders to give Tenderers sufficient time to take into account such Addendum when preparing Tenders.

## 11 LABOUR

- 11.1 Particular attention is drawn to the conditions concerning the employment of labour in the Republic of Lithuania and the obligatory compliance with all regulations, rules or instructions concerning the conditions of employment of any Class of employee.

## 12 LAW

- 12.1 By submitting their Tenders, Tenderers are considered to have become familiar with all relevant laws, acts and regulations of the Republic of Lithuania that in any manner may affect, or apply to the operations and activities under the Tender and subsequent Contract.
- 12.2 They have, in particular, to comply with the provisions of the Law of Construction of the Republic of Lithuania, the Lithuanian building technical regulations STR 1 01 01, STR 1 01 02, STR 1 03 01 STR 1 02 04 and STR 1 08 01 and other building technical regulations as well as other regulations governing the execution of construction works in the territory of the Republic of Lithuania

For full details of the Lithuanian building technical regulations STR may be downloaded from the following Web site:

<http://www/lrs/lt> (public)

<http://www/litlex/lt> (subscription required)

## 13 LANGUAGE OF TENDERS

- 13.1 The Tender and all correspondence and documents related to the Tender exchanged by the Tenderer and the Contracting and Financing Authorities shall be written in the language of the procedure. The language of the procedure is English.
- 13.2 Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation into the language of the procedure. For the purposes of interpretation of the Tender, the language of the procedure shall prevail.

## 14 CONTENT AND PRESENTATION OF TENDER

- 14.1 Tenders shall comply with the following conditions:

- 14.1.1 All tenders must be submitted in one original, marked "original", and 6 copies signed in the same way as the original and marked "copy". An additional copy in the Lithuanian language may be submitted. The successful tenderer will have to submit 4 copies of the Tender in Lithuanian.

4.1.2 All tenders must be received at

Central Project Management Authority  
J.Tumo-Vaižganto 8a/2  
2600 Vilnius, Lithuania,

before the deadline for submission of tenders specified in the Works Procurement Notice for the above Tender by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by **[authorized person.....]** or his representative.

14.1.3 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope/package bearing only:

- a) the above address;
- b) the reference of the invitation to tender concerned;
- c) the words “Not to be opened before the tender opening session” in the language of the procedure and in the local language;” Neatplėšti iki konkurso pradžios”
- d) name of the tenderer.

The price proposal must be placed in a sealed envelope with the technical proposal. The envelopes should then be placed in a single sealed other envelope/package.

If works have not been divided into lots, tenders must be for the whole of the quantities indicated.

14.2 The Tender submitted by the Tenderer shall comprise the following duly completed Documents :

- 14.2.1 Form of Tender and Appendix to Tender, in the forms provided in VOLUME 1, Section 2 hereof;
- 14.2.2 Tender Guarantee, in the form provided in VOLUME 1, Section 3 hereof;
- 14.2.3 Eligibility Certificates and Declarations as required by Sub-Clauses 3.3., 3.5. and 3.6. hereof;
- 14.2.4 Documentation as required in the Questionnaire in VOLUME 1, Section 4 of the Tender Documents, including all Forms attached;
- 14.2.5 Breakdown of Tendered Lump Sum/Bill of Quantities, in the form provided in VOLUME 4;
- 14.2.6 Addendum (if any);
- 14.2.7 Certificate of Site Visit if applicable;
- 14.2.8 Financial identification;
- 14.2.9 Cash Flow Schedules;

14.2.10 All other documents requested in article 4.

14.3 All the documents specified in Sub-Clauses 14.1.1 to 14.2.9 inclusive shall be signed on the relevant pages of these Documents as indicated.

## 15 TENDER PRICES

15.1 The Tender Price shall cover the whole of the Works as described in the Tender Documents.

- 15.2 The Tenderer shall provide a filled in Bill of Quantities.
- 15.3 Tenderers shall quote all components of the Bill of Quantities exclusive of taxes and customs and import duties. Any item without a price shall not be paid for and shall be deemed to be included in other unit price of the Bill of Quantities.
- 15.4 Separately, Tenderers shall quote the relevant taxes, customs and import duties in EURO.
- 15.5 If discount is offered by the Tenderer, it must be clearly specified in the Bill of Quantities in VOLUME 4 and indicated in the Form of Tender in Section 1.2, VOLUME 1. The discount shall be quoted out of the price excluding taxes and for the whole of the Works.
- 15.6 If the Tenderer offers discount, each Interim Payment Certificate shall include the discount. The discount quoted in the Interim Payment Certificate shall be calculated on the same basis as in the Tender.

## **16 CURRENCIES OF TENDER AND PAYMENT**

- 16.1 The currency of the Tender is EURO. All sums in the Bill of Quantities, Questionnaire and other documents shall be expressed in EURO with the exception of the original bank and annual financial statements.
- 16.2 Payments shall be made only at the request of the Contractor accepted by the Contracting Authority and Financing Authority.
- 16.3 All correspondence due to payments including invoices, interim and final payment certificates shall be sent to the Financing Authority in the language of the procedure.

## **17 PERIOD OF VALIDITY OF TENDERS**

- 17.1 Tenders shall remain valid for a period of 90 days after the deadline for submission of Tenders indicated the Notice of Invitation to Tender, VOLUME 1, Section 1.1, or as modified in accordance with Clauses 10.3 and/or 22 herein. Any Tender valid for a shorter period shall be rejected.
- 17.2 In exceptional circumstances the Financing Authority may request Tenderers to extend the validity of Tenders for a specified number of days, which may not exceed 40 days. Such requests and answers concerning the extension shall be made in writing. A Tenderer may refuse to comply with such a request without forfeiture of his Tender Guarantee. If the Tenderer complies with such a request he shall neither be required to nor shall he be allowed to modify his Tender. However, he shall be bound to extend the validity of his Tender Guarantee for the revised period of validity of the Tender.
- 17.3 The successful Tenderer must maintain its tender for a further 60 days from the date of notification of award.

## 18 TENDER GUARANTEE

- 18.1 The Tenderer shall provide, as a part of his Tender, a Tender Guarantee in the form set out in VOLUME 1, Section 3 of the Tender Documents, or in another form acceptable to the Financing Authority and meeting the essential requirements set out therein. The Tender Guarantee shall be in an amount not less than one (1) per cent of the Tender Price. The original guarantee must be included in the original Tender.
- 18.2 It may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a Guarantee provided by an insurance and/or guaranteeing company or an irrevocable letter of credit made with the Financing Authority. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a Guarantee, it shall be issued by a bank or guaranteeing and/or insurance company in accordance with the eligibility criteria applicable for the award of the Contract.
- 18.3 The Tender Guarantee shall be valid for not less than 90 days from the deadline for submission of Tenders and shall be issued to the Financing Authority as one guarantee in the requested amount. In exceptional cases, before the period of validity expires, the Financing Authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40 days.
- 18.4 Any Tender not secured with a Tender Guarantee in an acceptable Form shall be rejected by the Financing Authority.
- 18.5 The Tender Guarantee of the unsuccessful Tenderers shall be released as soon as possible, and in any event no later than 30 days after the expiry of the period of validity of the Tender as required by Sub-Clause 18.3. hereof.
- 18.6 The Tender Guarantee of the successful Tenderer must be maintained for a further 60 days from the date of notification of award. It shall be released upon the signing of the Contract Agreement by the Tenderer and upon provision of the required Performance Guarantee.

## 19 VARIANT SOLUTIONS

- 19.1 Tenderers shall submit a Tender in accordance with the requirements of the Tender Documents. If the invitation to tender has made provision for variant solutions to be submitted, the Special conditions must specify the subject, limits and basic conditions applying to them. Should the Tenderer wish to submit variant technical proposals he may do so. **Only the variant proposal of the lowest evaluated Tender conforming to the original requirements of the Tender Documents shall be considered by the Contracting Authority.**
- 19.2 Variant solutions may not derogate from the requirements of the Tender dossier. Such variant proposals shall give full details necessary for its complete evaluation, including drawings, design calculations, technical specifications, breakdown of prices and proposed construction methods.
- The submission of any variant solution shall comprise:



- (a) an individual tender for the variant solution;
- (b) a demonstration of the benefit of the variant solution over the conforming solution, including quantifiable justification of any economic and/or technical advantage;
- (c) a draft of the amendments to the technical provisions of the special conditions necessitated by the variant solution;
- (d) the drawings and specifications provided for in the conforming solution, but not affected by the variant solution;
- (e) the drawings and specifications affected by the variant solution;
- (f) a technical note on the conception of the variant solution and where appropriate, drawings and the calculations;

19.3 The rates and prices inserted in the breakdown of the Tender Price shall be based on the details specified in the Tender Documents and the Tenderer shall state clearly in his variant proposals the additions or deductions to be made to each of the relevant rates and prices, if the variant proposal for such construction details is accepted and approved by the Contracting Authority.

For unit-price contracts, he shall include a bill of quantities as modified by the variant solution.

## **20 PREPARATION AND SIGNING OF TENDERS**

20.1 Tenders shall comprise the documents specified in Clause 14. above. Each complete Tender shall be prepared in 1 original and 6 copies in the language of the procedure, clearly marked "Original" or "Copy". In case of divergence between them, the original shall prevail.

20.2 The original of the Tender shall be typewritten or written in indelible ink and signed by a person or persons authorised to sign on behalf of the Tenderer by the Power of Attorney submitted by the Tenderer in accordance with Form 4.3 of VOLUME 1, Section 4 of the Tender Documents. All pages where entries or amendments have been made shall be initialled against the entries or amendments by the person or persons signing the Tender. All pages shall be numbered consecutively by hand, machine or in any other way acceptable to the Contracting Authority.

20.3 The Tender shall not comprise any changes or amendments, except those made in accordance with instructions issued by the Contracting Authority or necessary adjustment made by the Tenderer of errors made by the Tenderer. In such case, amendments shall be initialled by the person signing the Tender.

20.4 The Tender may be rejected if any alteration, addition or deletion to the Tender documents, not specified in an Addendum issued by the Contracting Authority, is made, or if the Tender Documents are incompletely or improperly filled in.

## **21 SEALING AND MARKING OF TENDERS**

- 21.1 The Tenders shall be delivered by registered mail with acknowledgement of receipt, or by hand against receipt signed by the Financing Authority or his duly authorised representative.
- 21.2 Tenderers shall seal the original and all the copies of their Tenders in an envelope or package.
- 21.3 The envelope shall be delivered to the address of the Financing Authority (CPMA) at the following addresses:
- Central Project Management Authority  
Tumo-Vaižganto str.8a/2  
2600 Vilnius,  
Lithuania
- Works Procurement Notice Reference: .....
- Title "Construction of four campsites in Utena region"
- Text: "DO NOT OPEN BEFORE THE OPENING SESSION" and  
"NEATPLĖŠTI IKI VOKŲ ATPLĖŠIMO PROCEDŪROS"
- 21.4 If the outer envelope is not sealed and marked as required in Sub-Clause 21.3, the Financing Authority will assume no responsibility for the misplacement or premature opening of the Tender.
- 21.5 Variant proposals, if any, shall be submitted in a separate inner envelope, clearly marked "Variant".

## **22 EXTENSION OF TIME FOR SUBMISSION OF TENDERS**

- 22.1 The Financing Authority may, at his sole discretion, extend the deadline for submission of Tenders by issuing an Addendum in accordance with Clause 10 hereof. In such case, all rights and obligations of the Contracting Authority and the Tenderer regarding the original date specified in the Notice of Invitation to Tender shall be subject to the new date.

## **23 LATE TENDERS**

- 23.1 All Tenders received after the deadline for submission, stated in the Notice of Invitation to Tender, will be kept by the Financing Authority. The associated guarantees may be returned to the Tenderers on request.
- 23.2 No liability can be accepted for late delivery of Tenders. Late Tenders will be rejected and not admitted for evaluation.

## **24 TENDER ALTERATIONS AND WITHDRAWALS**

- 24.1 Tenderers may alter or withdraw their Tenders by written notification prior to the deadline as stated above. No Tender may be altered after the deadline for submission of Tenders.
- 24.2 Any such notification of alteration or withdrawal shall be prepared, sealed, marked and submitted in accordance with the provisions of Clause 21. above, and the envelope shall, in addition, be marked as "Alteration" or "Withdrawal".

- 24.3 The withdrawal of a Tender in the period between the deadline for submission of Tenders and the date of expiry of the validity of the Tender shall result in forfeiture of the Tender Guarantee, as provided for in Sub-Clause 18.6. hereof.

## 25 OPENING OF TENDERS

- 25.1 Tenders shall be opened in public session at the time specified in the Works Procurement Notice at: Central Project Management Authority, Tumo Vaižganto st. 8A/2, LT-2600 Vilnius by the committee appointed for the purpose. The committee shall draw up minutes of the meeting, which shall be available to those Tenderers requesting them in writing.
- 25.2 At the tender opening, the Tenderers' names, the tender prices, any discount offered, written notifications of modification and withdrawal, the presence of the requisite tender guarantee and such other information as the Contracting Authority and Financing Authority may consider appropriate shall be announced.
- 25.3 The Chairman shall open the Tenders, including valid Variant solutions, submitted in accordance with the provisions of Clauses 21. and 24. hereof.
- 25.4 Envelopes marked "Withdrawal" shall be opened and read out first. Tenders, including any variant solutions, for which an acceptable notice of withdrawal has been submitted in accordance with Clause 24. shall not be opened but shall be returned to the Tenderer.
- 25.5 Tender prices, totals of every Tender, any reductions, variants and withdrawals of Tenders, presence of Tender Guarantee and other particulars the Evaluation Committee considers important shall be announced by the Chairman of the Evaluation Committee during the public opening.
- 25.6 Any reductions or alterations to Tender prices made by the tenderers shall not be taken into consideration during the analysis and evaluation of Tenders.
- 25.7 **After the public opening of the tenders, No information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award can be disclosed before the signature of the contract by the Contracting Authority and the successful Tenderer.**

## 26 SECRECY OF PROCEDURE

- 26.1 Information concerning checking, explanation, opinions and comparison of Tenders, and also recommendations concerning the award of Contract, shall not be disclosed to Tenderers or to any other person who is not officially involved in the process until the name of the successful Tenderer is announced.
- 26.2 Any attempt by a Tenderer to directly approach any member of the Evaluation Committee/ Contracting or Financing Authorities during the

evaluation period shall be considered as a legitimate reason to disqualify his Tender.

## **27 CLARIFICATION OF TENDERS**

- 27.1 Tenders which are incomplete, conditional, illegible, obscure or that contain additions not called for or other irregularities may be rejected.
- 27.2 The Evaluation Committee may, at its discretion, ask any Tenderer to clarify any aspect of his Tender, when this is required to check and compare Tenders.
- 27.3 Such requests and the relevant responses shall be made in writing or by fax, but shall not be allowed to propose, alter or try to change the price or content of the Tender, except to adjust arithmetical errors discovered by the Evaluation Committee when analysing Tenders in accordance with Clause 30 hereunder.

## **28 CHECKING OF TENDERS AND THEIR COMPLIANCE WITH THE REQUIREMENTS OF THE TENDER DOCUMENTS**

- 28.1 Before a detailed analysis of Tenders is undertaken the Evaluation Committee shall determine if each Tender:
  - 28.1.1 has been properly signed, and
  - 28.1.2 has the required Tender Guarantee, and
  - 28.1.3 in its substance complies with the requirements stated in the Instructions to Tenderers.
- 28.2 A complying Tender is one which conforms to the requirements and specifications described in the Tender Documents without essential deviations or reservations. Essential deviations and reservations include those which:
  - 28.2.1 in any way influence the scope, quality or execution of Works, or
  - 28.2.2 limit the rights of the Contracting Authority or the obligations of the Tenderer under the Contract in a way inconsistent with the Tender Documents, or
  - 28.2.3 whose rectification would affect unfairly the competitive position of other Tenderers presenting complying Tenders.
- 28.3 If any Tender does not comply with the following requirements of the Tender Documents, it shall be rejected by the Evaluation Committee during the conformity check :
  - Eligibility of tenderers, sources of materials
  - Minimal annual turnover ( at least 0,5 MLN EURO)
  - Experience in construction of the similar Works

## **29 EVALUATION AND COMPARISON OF TENDERS**

- 29.1 The Evaluation Committee shall evaluate and compare only those Tenders determined as substantially compliant in accordance with Clause 28. above.
- 29.2 The aim of the tender evaluation process is to identify the Tenderer who is most likely to enable the Contracting Authority to achieve his objectives of having a completed facility on time, meeting the required quality criteria and within the budget for the Works. The evaluation of Tenders may take into account not only Construction cost, but also Operation cost and resources required (ease of operation and maintenance) in line with the requirements of the technical specifications.
- 29.3 The above will feature in the assessment of which Tender (if any) appears to be in the Contracting Authority's best interests. The Contracting Authority will scrutinise in detail all the information supplied by the Tenderers and will formulate his judgement on the basis of technical expertise, Tender Sum, and present value of operating costs, if necessary.
- 29.4 The Contracting Authority reserves the right to seek such clarification of any part of the Tenderer's offer as the Evaluation Committee may consider necessary for the evaluation of the offer.
- 29.5 The Contracting Authority reserves the right to carry out such verification of information submitted with the Tender as the Evaluation Committee may deem appropriate.

### **30 CORRECTION OF ERRORS**

- 30.1 Complying Tenders shall be checked for arithmetical errors by the Evaluation Committee. Errors shall be corrected by the evaluation committee as follows:
- where there is a discrepancy between amounts in figures and in words, the amount in words shall prevail;
  - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted shall prevail.
- 30.2 The amount stated in the Form of Tender shall be adjusted by the Evaluation Committee in a case of error and such adjusted amount shall bind the Tenderer. If the Tenderer does not accept such adjustment his Tender shall be rejected and his Tender Guarantee shall be forfeited.
- 30.3 When analysing the Tender, the Evaluation Committee shall state the final Tender price after adjusting the Tender price as provided for in Clause 30.

### **31 CRITERIA FOR AWARD**

31.1. The Evaluation Committee shall select the Tenderer whose Tender has been determined to meet the administrative and technical criteria, and has offered the lowest price.

### **32 RIGHT OF THE CONTRACTING AUTHORITY TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**

32.1 The Contracting Authority reserves the right to accept or reject any Tender and/or cancel the whole process of Tendering and reject all Tenders. He may do so at any time before awarding the Contract without any liability to the Tenderers. The Contracting Authority reserves the right to initiate a new Tender.

32.2 The Contracting Authority reserves the right to conclude the Contract Agreement with the successful Tenderer for the sum of available funds only.

32.3 Should the Tender Sum of the lowest compliant Tender exceed the available budget, the Contracting Authority reserves the right to negotiate with the relevant Tenderer with the aim of reducing the scope of the Work and or revising other provisions of the Contract, which shall produce reductions in the Tender Price satisfactory to the Contracting Authority. Such negotiations shall be finished in X days after the invitation to negotiations regarding the scope of works has been received by the Tenderer.

### **33 NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS**

33.1 Prior to the expiration of the period of validity of Tender, the Contracting Authority will notify the selected Tenderer, in writing, that his Tender has been considered the most favourable and draw attention to any arithmetical errors which were corrected during the evaluation process.

33.2 This notification could be in the form of an Invitation to contract clarifications, listing a number of issues to be the subject of the discussion, for which the Tenderer will prepare himself. The clarifications will be limited only to the issues that have not substantially contributed to the selection of the most favourable Tender. The outcome of the contract clarifications will be reflected in a Memorandum of Contract clarifications, to be signed by both parties, which shall then be included in the Contract Documents forming a consisting part of the Contract.

33.3 Only the signed Contract Agreement shall constitute an official commitment on the part of the Contracting Authority and no activities can commence before the Contract Agreement has been signed by the Contracting Authority and the successful Tenderer.

33.4 After the Contract Agreement has been signed by the Contracting Authority and the successful Tenderer, and the Performance Guarantee has been provided by the successful Tenderer, all in accordance with Clause 34. following, the Contracting Authority shall notify, without delay,

other Tenderers that their Tenders have not been successful and release their Tender Guarantee.

### **34 CONTRACT SIGNING AND PERFORMANCE GUARANTEE**

34.1 The successful Tenderer will be required to enter into a Contract Agreement in the form provided in VOLUME 2, Section 1 of the Tender Documents and to provide a Performance Guarantee in the form provided in VOLUME 2, Section 4 of the Tender Documents.

34.2 Prior to signing of the Contract, he could further be required to provide a re-confirmation of the financial statement provided as part of the Tender in accordance with form 4.4. This statement shall indicate his access to credit facilities sufficient to ensure his liquidity during his Contract performance. In case of failure by the Tenderer in providing this statement, the Tender will no longer be considered and the Tenderer whose Tender has been evaluated as second most advantageous may be invited for contracting and so forth.

34.3 Upon signing by the successful Tenderer:

34.3.1 The successful Tenderer shall become the Contractor, and

34.3.2 The Contract shall become effective.

34.4 If he fails to sign and return the Contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the Tender to be cancelled without prejudice to any claims rights, or remedies the Contracting Authority may have in respect of such failure and the successful Tenderer shall have no claim whatsoever on the Contracting Authority.

### **35 COMMENCEMENT OF WORKS**

35.1 Following the signature of the contract by both parties, the Contracting Authority's Representative will issue a written "Notice to Commence the Works" in accordance with Clause 31 of the General Conditions of Contract, as specified by the Special Conditions and the Appendix to Tender.

35.2 The Contractor shall inform the Contracting Authority's Representative by return of the date of receipt of the notice.

### **36 ETHIC CLAUSES**

36.1 Any attempt by a candidate or Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

36.2 Without the Contracting Authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, perform

other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

- 36.3 When putting forward a candidacy or tender, the candidate or Tenderer must declare that, he is affected by no potential conflict of interest, and that he has no particular link with other Tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.
- 36.4 The Contractor must at all times act honourably and impartially in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 36.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to violate the political, cultural and religious mores of the recipient state.
- 36.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 36.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 36.8 The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 36.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 36.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 36.11 All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven,



commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

### **37 APPEALS**

- 37.1 Tenderers believing themselves the victims of an error or irregularity during the selection procedure or award process may petition the Contracting Authority directly within 30 days of the award of the contract, informing the Commission. The Contracting Authority must reply within 90 days of receipt of the complaint.
- 37.2 Where informed of such a complaint, the Commission shall communicate its opinion to the Contracting Authority and do all it can to facilitate an amicable solution between the complainant (Tenderer) and the Contracting Authority.
- 37.3 If the above procedure fails, the Tenderer may have recourse to procedures established under the national legislation of the Contracting Authority.

# **VOLUME 1**

## **SECTION TWO**

### **FORM OF TENDER APPENDIX TO TENDER CERTIFICATE OF SITE VISIT**

**TENDER FORM FOR A WORKS CONTRACT  
FINANCED BY PHARE AND NATIONAL COOFINANCING**

**PROJECT Construction of Four campsites in Utena region**

**INVITATION TO TENDER NO [.....]**

*[Place and date]*

**A: Lithuanian State Department of Tourism  
Juozapavičiaus g. 13,  
2005 Vilnius ,Lithuania**

**1 SUBMITTED by**

	<b>Name(s) of Tenderer(s)</b>	<b>Nationality</b>
<b>Leader*</b>		
<b>Partner 2*</b>		
<b>Etc ... *</b>		

\*Add / delete additional lines for partners as appropriate. Note that a sub-Contractor is not considered to be a partner for the purposes of this application form.

**2 CONTACT PERSON (for this application)**

<b>Name</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>e-mail</b>	

We, the undersigned, hereby declare that:

- 1** We have examined and accept in full the content of the dossier for invitation to tender no [.....] of [../..].We hereby accept without reserve or restriction and in their entirety its provisions.
- 2** We offer to execute, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction, the following works:

Construction of four campsites in Utena region: at Palušė in Ignalina district in the National Aukštaitija Park, at Sudeikiai in Utena district, in the Moletai at Mindunai, at Kaunas street in Zarasai district.

- 3 The price of our tender [*excluding the discounts described under point 4,*] is:  
give [%] or [.....] discount .
- 4 This tender is valid for a period of [.....] days from the final date for submission of tenders, i.e. until [../../].
- 5 If our tender is accepted, we undertake to provide a performance guarantee of [.....] as required by Article 13 of the General Conditions.
- 6 Our firm / company [*and our subcontractors*] has / have the following nationality:  
[.....]
- 7 We are making this application in our own right and [**as partner of the consortium** led by < name of the leader / ourselves > ]\* for this Tender [Lot No]. We confirm that we are not participating in any other application for the same contract, whatever the form of the application. [We confirm as partner of the consortium that all partners are legally responsible, jointly and severally, for the execution of the Contract, that the Leading Partner is authorised to obligate and receive instructions for and on behalf of each and all partners, and that the execution of the Contract, including payments, shall be responsibility of the Leading Partner and that all partners in the Joint Venture/Consortium shall be bound to remain in the Joint Venture/Consortium for the whole period of the execution of Contract].
- 8 We are not in any of the situations excluding us from participating in contracts which are listed in Section 2.3 of the Manual of Instructions for External Relations Contracts (available from the following Internet address:  
  
[http://europa.eu.int/comm/europeaid/index\\_en.htm](http://europa.eu.int/comm/europeaid/index_en.htm)
- 9 We agree to abide by the ethics clauses in Section 7 of the Manual of Instructions and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application;
- 10 We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the European Communities.
- 11 We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It shall incur no liability towards us should it do so.

Name and first name: [.....]

Duly authorised to sign this tender on behalf of:

[.....]

Place and date: [.....]

Stamp of the firm / company:

This tender includes the following annexes:

**[*Numbered list of annexes with titles*]**

**APPENDIX TO TENDER FOR A WORKS CONTRACT  
FINANCED BY CPMA  
PROJECT Construction of Four Campsites in Utena region**

**INVITATION TO TENDER NO [.....]**

*(Note: Tenderers are required to fill in the blank space in this Appendix to Tender)*

	<b>Sub-Clauses of General Conditions of Contract or Special Conditions</b>	
Employer's(Contracting Authority's) name and address	1.1.2.2 & 1.3	Lithuanian State Department of Tourism, Juozapavičiaus g. 13, 2005 Vilnius, Lithuania
Contractor's name and address	1.1.2.3 & 1.3	
Name and address of the Contracting Authority's Representative/Engineer	1.1.2.4 & 1.3	.....
Financing Authority's name and address		Central Project Management Authority Ministry of Finance Tumo Vaižganto g. 8A/2 LT-2600 Vilnius Lithuania Phone: +370 5 2514392 Fax: +370 5 2514401
Time for Notice to Commence	8.1	21 days from confirmed reception date of Letter of Acceptance
Time for Completion of the Works	1.1.3.3	Final completion date is 31/05/2004.
Currency	14.2	Official currency for contractor is Euro. Financing Authority will pay in litas to the local contractor according to the contractors' payment certificates, written in Euro. The official currency rate of euro/litas will be the fixed rate by Lithuanian Bank of that day in which the payment certificate was written.
Law of the Contract	1.4	Lithuanian

	<b>Sub-Clauses of General Conditions of Contract or Special Conditions</b>	
Ruling language	1.4	English
Language for communications	1.4	English and Lithuania
Time for access to the Site	2.1	The Commencement Date
Amount of Performance Guarantee	4.2	10 % of each Accepted Contract Price.
Normal working hours	6.5	Monday to Friday from 7.30 to 16.00
Data and information transmission system approved	1.3	Facsimile transmission (NOT email)
Liquidated damages for the Works	8.7	0.05 % of the final Accepted Contract Price for each lot per each beginning day
Limit of liquidated damages for delay	8.7	10 % of the final Accepted Contract Price
Percentage of retention	14.3	10 % of the Accepted Contract Price
Limit of retention	14.3	5 % of the Accepted Contract Price
Minimum amount of Interim Payment Certificates	14.6	30,000 EURO
Maximum amount of Advance Payment	14.2	20 % of the Accepted Contract Price.
Starting of repayment of Advance Payment	14.2(a)	From 1 <sup>st</sup> Interim Payment
Repayment Amortisation percentage for Advance Payment	14.2(a)	10 % from the sum each Interim Certificate

	<b>Sub-Clauses of General Conditions of Contract or Special Conditions</b>	
Percentage for adjustment of Provisional Sums	13.5(b)	10 %
Amount of insurance for design	18.2	
Minimum amount of third party insurance	18.3	EUR 100,000 per accident individually, with the number of occurrences unlimited
Periods for submission of insurance	18.1	21 day after commencement date
Number of members of Dispute Adjudication Board	20.2	Three (3)
Member of Dispute Adjudication Board (if not agreed) to be nominated by	20.2	One by Employer One by Contractor One either in mutual consent or in case of disagreement by Chamber of Commerce and Industry, Vilnius
Arbitration rules	20.6	ICC rules, Paris
Number of arbitrators	20.6	Three (3)
Language of arbitration	20.6, 1.4	Lithuanian
Place of arbitration	20.6	Vilnius, Lithuania

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_

duly authorised to sign Tenders for and on behalf of

\_\_\_\_\_

*(Note: Tenderers are required to fill in the blank space in this Appendix to Tender)*



## **VOLUME 1**

### **SECTION THREE**

#### **FORM OF TENDER GUARANTEE**

## MODEL FOR TENDER GUARANTEE

### Works contract

Invitation to tender no [.....]

The undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to:

CPMA-Central Project Management Authority  
J.Tumo-Vaižganto 8A/2,  
2600 Vilnius  
Lithuania

on behalf of [*Contractor's name and address*], the payment of [*amount of the tender guarantee*], without dispute, on receipt of a first written request from the recipient.

The guarantee will enter into force and take effect from the [*deadline for submitting*]. It will remain in force up to and including the date 90 days after this deadline. It may be extended by the Contracting Authority, for a further 40 days in exceptional cases, notice of which extension(s) to the Guarantor is hereby waived.

Should [*Contractor's name and address*] be notified as successful tenderer, this guarantee will be extended for a further 60 days from the notification of award. It shall be released upon the signing of the Contract Agreement by the Tenderer and upon provision of the required Performance Guarantee.

Any demand in respect of this Guarantee should reach the Guarantor not later than the above date. We note that you will release the guarantee and notify us of the fact at the latest within 30 days of the expiry of the tender validity period, including any extensions, in accordance with the Instructions to Tenderers.

Any dispute concerning this guarantee shall be governed by [*enter the law applicable*] and fall within the competence of [*indicate which jurisdiction applies*].

Done at ....., ..../../..

Name and first name: ..... On behalf of: .....

Signature: .....

[*stamp of the body providing the Guarantee*]

**VOLUME 1**

**SECTION 4**

**QUESTIONNAIRE**

# **VOLUME 1**

## **SECTION 4**

### **QUESTIONNAIRE**

### **CONTENTS**

#### **ADDITIONAL NOTICE TO TENDERERS**

**FORM 4.1      GENERAL INFORMATION ABOUT THE TENDERER**

**FORM 4.2      ORGANISATION CHART**

**FORM 4.3      POWER OF ATTORNEY**

**FORM 4.4      FINANCIAL STATEMENT**

**FORM 4.5      FINANCIAL IDENTIFICATION**

**FORM 4.6      TECHNICAL QUALIFICATIONS**

- 4.6.1      PERSONNEL
- 4.6.2      EQUIPMENT
- 4.6.3      WORKPLAN AND PROGRAMME
- 4.6.4      EXPERIENCE AS CONTRACTOR
- 4.6.5      DATA ABOUT JOINT VENTURES
- 4.6.6      LITIGATION HISTORY
- 4.6.7      QUALITY ASSURANCE SYSTEM(S)
- 4.6.8      ACCOMMODATION FOR THE PROJECT MANAGER
- 4.6.9      FURTHER INFORMATION

**These documents may be adapted as required per the project.**

**VOLUME 1**  
**SECTION 4**  
**QUESTIONNAIRE**  
**ADDITIONAL NOTICE TO TENDERERS**

1. All questions contained in all the Forms shall be answered by the Tenderer.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the Tenderer "Not applicable" shall be written against it, with a brief explanation of why it does not apply.
4. Each page of every individual form shall be numbered consecutively in the lower right corner.
5. Financial data and declarations presented by the Tenderer shall be given in EURO or in the national currency. Original bank statements may be also attached for reference.
6. Attached documentation/certificates must always be accompanied by a relevant translation into the language of the procedure.
7. Each partner of a Joint Venture/Consortium shall fill in and submit every form.
8. Firms applying as a Joint Venture/Consortium additionally shall fill in Form 4.5.5 concerning Joint Ventures/Consortia.
9. The signatory of this questionnaire guarantees the truth and accuracy of all the statements made.
10. Accuracy in the filling in of the questionnaire, its completeness and attached documentation will be taken into account in the Tender evaluation. The attention of Tenderers is also drawn to the fact that absence of some data may cause their non compliance in the related item of evaluation.

**VOLUME 1**  
**SECTION 4**  
**FORM 4.1**  
**GENERAL INFORMATION ABOUT THE TENDERER**

{

4.1.1. Name of Company .....

4.1.2. Registered Address .....

Telephone ..... Telefax ..... Telex.....E-mail.....

4.1.3. Names and nationalities of Principals/Directors & Associates .....

4.1.4. Type of Company  
(Individual, Partnership, Corporation, etc.) .....

4.1.5. Description of Company (e.g. General Civil Project Managing Contractor)

4.1.6. Company's Original Nationality .....

4.1.7. Number of Years experience as Contractor  
- in own country .....  
- internationally .....

4.1.8. Registration Particulars .....

Please attach copy of the Registration Certificate

4.1.9. Participation in the Company  
Share (%) .....

4.1.10. Name(s) and address(es) of associated Company(ies) to be involved in the  
project and whether parent/subsidiary/subcontractor/other: .....

4.1.11. If the company is a subsidiary, what involvement, if any, will the parent  
Company have in the project? .....

4.1.12. Foreign Companies shall indicate whether or not they are established in the  
State of the Contracting Authority in accordance with applicable regulations  
(For information only)

Signature : .....

(a person or persons authorised to sign on behalf of the Tenderer)

Date:.....}

**VOLUME 1**  
**SECTION 4**  
**FORM 4.2**  
**ORGANISATION CHART**

{Please give details here below of the **Organisation Chart** of your Company, showing the position of directors, key personnel and functions.

Signature .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date.....}

**VOLUME 1**  
**SECTION 4**  
**FORM 4.3**  
**POWER OF ATTORNEY**

Please attach here the **Power of Attorney** authorising the signatory of the Tender and all related documentation.

Signature : .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date: .....}



# VOLUME 1

## SECTION 4

### FORM 4.4

## FINANCIAL STATEMENT

Please provide all of the information required by this form in EURO or National currency equivalent.

#### 4.4.1 Basic Capital

Amount..... EURO or NC  
 Currency..... EURO or NC  
 Authorised..... EURO or NC  
 Issued..... EURO or NC

#### 4.4.2 Annual value of construction work undertaken for each of the last 3 years, and projected for the next two years

EURO or NC	Year -3	Year -2	Last Year	Current Year	Year +1	Year +2
Home						
Abroad						
Total						

#### 4.4.3 Approximate value of Work in hand (home and abroad)

.....EURO or NC

#### 4.4.4 Please attach copies of the Company's previous X years certified statements of account (with translations into the language of the procedure if necessary) from which the following basic data shall be abstracted; and provide the same information projected forward for the next two years.

EURO or NC	Year -2	Year -1	Last Year	Current Year	Year +1	Year +2
1.Total Assets	.....	.....	.....	.....	.....	.....
2.Total Liabilities	.....	.....	.....	.....	.....	.....
<i>Net Value (1-2)</i>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>
	.....	.....	.....	.....	.....	.....
3.Current Assets	.....	.....	.....	.....	.....	.....
4.Current Liabilities	.....	.....	.....	.....	.....	.....
<i>Working Capital (3-4)</i>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>
	.....	.....	.....	.....	.....	.....
5.Profit (before taxation)	.....	.....	.....	.....	.....	.....
6.Loss	.....	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....

4.4.5 Name and address of Banks (principal/others):

.....  
.....  
.....

4.4.6 Please enclose a reference/certificate about the financial situation of the Company and its access to credit facilities (maximum amount of credit facility to be stated) ..... equivalent EURO or national currency.

Signature: .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date: .....}

NAME																																								
ADDRESS																																								
TOWN/CITY																																								
POSTCODE																																								
CONTACT PERSON																																								
TELEPHONE																																								
FAX																																								
VAT NUMBER																																								

NAME																																								
ADDRESS																																								
TOWN/CITY																																								
POSTCODE																																								
ACCOUNT NUMBER																																								
CURRENCY					BIC CODE																																			

NAME																																
ADDRESS																																
TOWN/CITY																																
POSTCODE																																

**SIGNATURE BENEFICIARY :**

**VOLUME 1  
SECTION 4  
FORM 4.6.1 to 9  
QUESTIONNAIRE  
TECHNICAL QUALIFICATIONS**

**VOLUME 1**  
**SECTION 4**  
**FORM 4.6.1.1**  
**TENDERER'S OVERALL PERSONNEL**

{i - Overall

- |                              |       |
|------------------------------|-------|
| a - Directors and Management | ..... |
| b - Administrative Staff     | ..... |
| c - Technical Staff          |       |
| - Project Managers           | ..... |
| - Surveyors                  |       |
| - Foremen                    | ..... |
| - Mechanics                  |       |
| - Technicians                | ..... |
| - Machine Operators          |       |
| - Drivers                    | ..... |
| - Other skilled staff        |       |
| - Labour and unskilled staff | ..... |

---

Total	=====
-------	-------

ii - Site Operative Staff to be employed on the Contract (if relevant)

- |                              |       |
|------------------------------|-------|
| a - Site Management          | ..... |
| b - Administrative Staff     | ..... |
| c - Technical Staff          | ..... |
| - Project Managers           | ..... |
| - Surveyors                  | ..... |
| - Foremen                    | ..... |
| - Mechanics                  | ..... |
| - Technicians                | ..... |
| - Machine operators          | ..... |
| - Drivers                    | ..... |
| - Other skilled staff        | ..... |
| - Labour and unskilled staff | ..... |

---

Total	=====
-------	-------

Signature .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date .....}

**VOLUME 1**  
**SECTION 4**  
**FORM 4.6.1.2**  
**Personnel to be employed on the Contract**

Function/Name	Nationality	Age	Education	Years of experience (With the Company/ in construction)	Major Works for which Responsible (Project/Value)
<b>Project Manager</b>				/	
<b>Asst. Project Manager</b>				/	
<b>Quality Control .....</b> .....				/	
<b>Others Responsible for .....</b> .....				/	
<b>Others Responsible for .....</b> .....				/	

Signature .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date.....}

**VOLUME 1**  
**SECTION 4**  
**FORM 4.6.1.3**  
**PROFESSIONAL EXPERIENCE RECORD FOR KEY**  
**PERSONNEL**  
**CURRICULUM VITAE**

(Maximum 3 pages + 3 pages of annexes)

{Proposed position in the Contract:

1. Surname:
2. Name:
3. Date and place of birth:
4. Nationality:
5. Civil Status:  
Address (phone/fax/e-mail):
6. Education:

<i>Institutions:</i>	
<i>Date:</i> <i>From (months/year)</i> <i>To (months/year)</i>	
<i>Degree:</i>	

7. Language skills (Mark 1 to 5 for competence, where 5 is the highest):

<i>Language</i>	<i>Level</i>	<i>Passive</i>	<i>Spoken</i>	<i>Written</i>
	<i>Mother Tongue</i>			

8. Membership of Professional Bodies:
9. Other skills (e.g. computer literacy, etc.):
10. Present Position:
11. Years of professional experience:
12. Key qualifications:
13. Specific experience in non-industrialised countries:

<i>Country</i>	<i>Date: from (month/year) to (month/year)</i>	<i>Name and brief description of the project</i>

14. Professional experience:

<i>Date: from (month/year) to (month/year)</i>	
<i>Location</i>	

Tender Dossier  
Volume I

Company / Organisation	
Position	
Job Description	

15. Others:

15a. Publications and Seminars:

15b. References:

Signature .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date.....}



[illegible]

Vol. I/1

Tender Dossier  
Volume I

	DESCRIPTION (Type/Make/Model)	Power/ Capacity	No. of Units	Age (years)	Owned (O) or hired (H)/ and Percen- tage of Ownership	Origin (country)	Present approximate Value in EURO or in NC
<b>B)</b>	<b>VEHICLES AND TRUCKS</b>						
					/		
					/		
					/		
					/		
					/		
<b>C)</b>	<b>OTHER EQUIPMENT</b>				/		
					/		
					/		
					/		
					/		
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					/		

Signature .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date.....}

**VOLUME 1**  
**SECTION 4**  
**FORM 4.6.3**  
**WORKPLAN AND PROGRAMME**

- 4.6.3.1 State the proposed location of your Main Site Office, plant, (steel structure/concrete/asphalt) yard, laboratory, site accommodation, etc. (sketches to be attached as required)
- 4.6.3.2 Give a brief outline of your programme for the completion of the Works in accordance with the required method of construction and stated time of completion
- 4.6.3.3 Attach a critical milestone bar chart (Schedule of Execution) representing the Construction Programme and detailing the relevant activities, dates, allocation of labour and plant resources, etc.
- 4.6.3.4 If the Tender intends to sub-contract part of the Works under the Contract he is required to provide the following details:

Work intended to be sub-contracted	Name and details of Sub-Contractor	% Value of Subcontract as Percentage of Total Cost of the Project	Experience in Similar Work (Details to be Specified)

Signature .....

*(a person or persons authorised to sign on behalf of the Tenderer*

Date .....}

**VOLUME 1**  
**SECTION 4**  
**FORM 4.6.4**  
**EXPERIENCE AS CONTRACTOR**

**{4.6.4.1}** List of Contracts of similar nature and extent performed during the past  
<insert number> years

Name of Project/Kind of Works	Total Value of Works contract	Period of Contract	% of Works carried out by the contractor	Contracting Authority and Place	Prime Contractor (P) or Sub-Contractor (S) or Consortium Partner (CP)	Final Acceptance Issued? - Yes - Not Yet (Current Contracts) - No
<b>A) In home country</b>						

Tender Dossier  
Volume I

Name of Project/Kind of Works	Total Value of Works Contract	Period of Contract	Commencement Date	Percentage of Works Completed	Contracting Authority and Place	Prime Contract or (P) or Sub-Contract or (S) or Consortium Partner (CP)	Final Acceptance Issued? - Yes - Not Yet (Current Contracts) - No
<b>B) Internationally</b>							

**4.6.4.2** Please attach here available references and certificates from the relevant Contracting Authorities

Signature .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date .....}

**VOLUME 1**  
**SECTION 4**  
**FORM 4.6.5**  
**DATA ABOUT JOINT VENTURES**

- {4.6.5.1** Name .....
- 4.6.5.2** Managing Board Address .....
- .....
- Telex .....
- Telephone .....Telefax.....E-mail.....
- 4.6.5.3** Agency in the State of the Contracting Authority, if any ( in the case of a Joint Venture/Consortium with a foreign Leading Partner )
- Office Address .....
- .....
- Telex .....
- Telephone .....Telefax.....
- 4.6.5.4** Names of partners
- i) .....
- ii) .....
- iii) .....
- etc. ....
- 4.6.5.5** Name of leading partner
- .....
- .....
- 4.6.5.6** Agreement governing the formation of the Joint Venture/Consortium
- i) Date of signature: .....
- ii) Place: .....
- iii) Enclosure - Joint Venture/Consortium agreement
- 4.6.5.7** Proposed proportion of responsibilities between partners (in %) with indication of the type of the Works to be performed by each
- .....
- .....
- .....
- .....
- .....

Signature : .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date: .....}

**VOLUME 1**  
**SECTION 4**  
**FORM 4.6.6**  
**LITIGATION HISTORY**

{Please provide information on any history of litigation or arbitration resulting from contracts executed during the last X years or currently under execution.

A separate sheet should be used for each partner of a Joint Venture/Consortium.

Year	Award FOR or AGAINST Tenderer	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value in EURO or in NC)

Signature .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date .....}

**VOLUME 1**  
**SECTION 4**  
**FORM 4.6.7**  
**QUALITY ASSURANCE SYSTEM(S)**

{Please provide hereunder details of the Quality Assurance System(s) it is proposed to use to ensure successful completion of the Works.

Signature .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date .....}



**VOLUME 1**  
**SECTION 4**  
**FORM 4.6.8**  
**ACCOMMODATION FOR THE PROJECT MANAGER**

{Please attach sketches and data detailing the characteristics of the accommodation and facilities intended to be provided by the Tenderer under the relevant items in the Bill of Quantities/Breakdown of Lump Sum.

Signature .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date .....}

**VOLUME 1**  
**SECTION 4**  
**FORM 4.6.9**  
**SOURCES OF MATERIALS**

The Tenderer shall state below the sources and country of origin of all principle materials and fittings of whatever kind to be used in the Works, and the arrangements to be made for their delivery and storage near or at the Site.

Signature .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date .....}

**VOLUME 1**  
**SECTION 4**  
**FORM 4.6.10**  
**FURTHER INFORMATION**

{Tenderers may add here any further information that they may deem useful for the evaluation of their Tenders.

Signature .....

*(a person or persons authorised to sign on behalf of the Tenderer)*

Date .....}

# **VOLUME 1**

## **SECTION FIVE**

### **GLOSSARY OF TERMS**

## Definitions

**Commission:** The Commission of the European Communities

**Contracting Authority (Employer as per FIDIC rules):** The Commission, or the State, or the legal person governed by public or private law which concludes the contract as set out in the Financing Agreement.

**Works contract:** A contract concluded between a Contractor and the Contracting Authority for the execution of works or the building of a structure.

**Mixed contract:** A contract concluded between a Contractor and the Contracting Authority which at the same time comprises at least two different types of input, *i.e.*, works, supply or services.

**Tenderer:** Any natural or legal person or group of such persons submitting a tender, with a view to concluding a contract.

**Successful Tenderer:** The Tenderer selected after a procurement procedure.

**Restricted procedures:** The procedure in which following a procurement notice, only the candidates invited by the Contracting Authority may present an offer.

**Simplified procedure:** The procedure in which without a procurement notice only the candidates invited by the Contracting Authority may present an offer (see Manual point 3.3)

**Negotiated procedure:** The procedure in which without a procurement notice the Contracting Authority consults with the candidate or candidates of his own choice and negotiates the contract conditions with one or several of them (see Manual points 10.1.2, 14.1.2 and 19.1.3).

**Suitable media:** The publication in the Official Journal of the European Communities and on Internet is obligatory in all the cases specified in the Manual. Publication in the journals in the beneficiary country and where necessary other specialised journals may be necessary or recommended as the case may be.

**Tender dossier:** The document drafted by the Contracting Authority and which contains all necessary documents for the preparation and the presentation of an offer.

**General Conditions:** The general provisions, which contain the contractual clauses of an administrative, financial, legal and technical nature with regard to the execution of the contract.

**Special Conditions (Conditions of Particular Applications as per FIDIC rules):** The special provisions drafted by the Contracting Authority which form an integral part of the tender dossier and which contains any modifications to the General Conditions, the specific contractual clauses and the Terms of Reference (in a service contract) or the technical specifications (in a supply or works contract).

**Evaluation committee:** A committee which is composed of an odd number of members, minimum three members, each of whom must have the necessary technical and administrative expertise to assess tenders.

**Time limits:** Time limits shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

**Breakdown of the overall price:** The itemised list of rates and prices showing the build-up of the price in a lump sum contract.

**Project manager (Engineer as per FIDIC rules):** the government department, legal person governed by public law, or the natural or legal person designated by the Contracting Authority in accordance with the law of the State of the Contracting Authority, who is responsible for directing/or monitoring the execution of the works contract, or to whom the Contracting Authority may delegate rights and/or powers, under the contract.

**Communications:** certificates, notices, orders and instructions issued in writing under the contract.

**Administrative order:** any instruction or order issued by the Project manager to the Contractor in writing regarding the execution of the works.

**Conflict of interest:** any event influencing the capacity of a candidate, Tenderer or Contractor to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, Tenderer or Contractor, or any conflict with his own interests. These restrictions also apply to Subcontractors and employees of the candidate, Tenderer or Contractor.

**Bill of quantities:** the document containing an itemised breakdown of the tasks to be carried out in a unit price contract, indicating a quantity for each item and the corresponding unit price.

**Day:** calendar day.

**In writing:** this includes any hand-written, type written or printed communication, including telex, cable and fax transmissions.

**Foreign currency:** any currency permissible under the applicable provisions and regulations other than the EURO, which has been indicated in the tender.

**National currency:** the currency of the country of the Contracting Authority.

**Tender price:** the sum stated by the Tenderer in his tender for carrying out the contract.

**Contract price:** the sum stated in the contract representing the initial estimate payable for carrying out the works, or such other sum as ascertained at the end of the contract as due under the contract.

**International open procedure:** procedure in which any natural or legal person or group thereof may, after publication by the Commission on the OJCE and on its internet site of a call for tender, submit a tender in response to a procurement notice.

**Local open procedure:** procedure in which any natural or legal person or group thereof may, after publication of a call for tender locally, submit a tender in response to a procurement notice

**Candidate:** any natural or legal person or group of such persons applying to take part in a restricted or simplified procedure or selected under a simplified or negotiated procedure.

**Contractor:** the successful Tenderer once all parties concerned have signed the contract.

**Liquidated damages:** the sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

**General damages:** the sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party

**Project manager's Representative:** any natural or legal person, designated by the Project manager as such under the Contract, and empowered to represent the Project manager in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. Accordingly, where functions, rights and/or powers of the Project manager have been delegated to the Project manager's Representative, references to the Project manager include the Project manager's Representative.

**Works:** the temporary and permanent Works to be carried out under the Contract.

**Plant:** machinery, apparatus, components and all items to be provided under the Contract for incorporation in the Works.

**Equipment:** appliances and other machinery, and, where applicable under the law and/or practice of the State of the Contracting Authority, the temporary structures on the Site required for carrying out the Works but excluding plant or other items required to form part of the permanent works.

**Drawings:** drawings provided by the Contracting Authority and/or the Project manager, and/or drawings provided by the Contractor and approved by the Project manager, for the carrying out of the Works.

**Site:** the places provided by the Contracting Authority where the Works are to be carried out and other places stated in the Contract as forming part of the Site.

**Defect Liability Period** : the period stated in the Contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the Works and to remedy defects or faults as instructed by the Project manager.

**Final Acceptance Certificate**: certificate(s) issued by the Project manager to the Contractor at the end of the Defect Liability Period stating that the Contractor has completed his obligations to construct, complete, and maintain the Works concerned.

**Provisional Sum**: a sum included in the contract and so designated for the execution of work or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Project Manager

**Dayworks**: varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

**Variation**: an instruction given by the Project manager, which varies the Works.

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# **VOLUME 1**

## **SECTION 6**

### **EVALUATION GRID AND OTHER ANNEXES**

## ADMINISTRATIVE COMPLIANCE GRID

<b>Contract title :</b>	Constructions of four campsites in Utena region	<b>Publication reference :</b>	
-------------------------	---	--------------------------------	--

Tender envelope number	Tenderer name	Nationality of tenderer (consortium) <sup>4</sup> eligible?  (Yes/No)	Documentation complete?  (Yes/No)	Language as required?  (Yes/No)	Tender submission form duly completed?  (Yes/No)	Consortium agreement signed by all partners?  (Yes/No/ Not Applicable)	Sub-contracting statement acceptable?  (Yes/No/ Not Applicable)	Other administrative requirements in tender dossier? (Yes/No/ Not Applicable)	Overall decision?  (Accept / Reject)
1									
2									
3									
4									
5									
6									
7									
8									

<b>Chairman's name</b>	
<b>Chairman's signature</b>	
<b>Date</b>	

<sup>4</sup> If the tender has been submitted by a consortium, the nationalities of **all** the consortium partners must be eligible

## ADMINISTRATIVE COMPLIANCE GRID

<b>Contract title :</b>	Constructions of four campsites in Utena region	<b>Publication reference :</b>	
-------------------------	---	--------------------------------	--

Tender envelope No	Tenderer name	Rules of origin respected? (Yes/No)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Nationalities of any experts and/or sub-contractors eligible? (Yes/No)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? (Y/N)	Comments

<b>Evaluator's name</b>	
-------------------------	--

## ADMINISTRATIVE COMPLIANCE GRID

<b>Evaluator's signature</b>	
<b>Date</b>	

# ADMINISTRATIVE COMPLIANCE GRID

## EVALUATION OF ADMINISTRATIVE COMPLIANCE CRITERIA FOR EVALUATION

NUMBER OF TENDER: \_\_\_\_\_

NAME OF TENDERER: \_\_\_\_\_

Table no. 1

Reference (Vol./clause or Subclause)	CRITERIA FOR ADMINISTATIVE COMPLIANCE	Y	N
<b>Category I - Nationality of Tenderer eligible</b>			
Vol.I/S-c 3.1 and 3.2	Nationality of Tenderer: EU member , Phare beneficiary state, Cyprus, Malta or Turkey (in case of J V/Consortium, for all the members)		
Vol.I/S-c3.1 and 3.2	Nationality of Sub-contractors: EU member or Phare beneficiary state or Cyprus, Malta, Turkey		
<b>Overall acceptance for Category I</b>			
<b>Category II - Documentation complete</b>			
Vol.I/S-c 1.3	Tenderer has obtained Documents according to Notice of Invitation		
Vol.I/S-c 3.3	Clarification of the Eligibility of Tenderer (in case of Joint Venture/Consortium all members) submitted in acceptable form		
Vol.I/S-c 3.3	Clarification of the Eligibility for Sub-contractors in acceptable form		
Vol.I/S-c 4. 1.1	Tenderer has provided appropriately filled in General Information form (Form 4.1)		
Vol.I/S-c 4. 1.1	Tenderer has provided appropriate Organisation Chart of the Company and/or Joint Venture/Consortium (Form 4.2)		
Vol.I/S-c 4.1.1	Appropriately formulated Power of Attorney has been annexed (Form 4.3)		
Vol.I/S-c 4. 1.2 and 4.1.3	Adequately detailed Financial Statement for last three years and Financial Projections for forthcoming 2 years is annexed (Form 4.4)		
Vol.I/S-c 4. 1.5	Tender is accompanied with properly filled in Questionnaire for Technical Qualifications (Forms 4.6.1.1 - 4.6.1.10 and 4.6.2 - 4.6.9)		
Vol.I/S-d.4.1.5	Properly filled CVs of the Key Personnel are annexed in requested format and duly signed by the individual person (Forms 4.6.1.3)		
Vol.I/S-d.4.1.4	Properly filled Financial identification is annexed in requested format (Forms 4.5)		

## ADMINISTRATIVE COMPLIANCE GRID

Vol.I/S-c. 7.1 and 14.2.7	Tenderer has participated to the Site Visit and duly signed Site Visit Declaration is attached		
	Documentation complete (continued)	Y	N
Vol.I/S-c 10.1 -10.3, 14.2.6	Tenderer has received all the Addenda published by the Contracting Authority, signed it and attached to the Tender Documents		
Vol.I/S-c 14.2.2, 18.1-18.3	Tenderer has submitted a Tender Guarantee in appropriate form, for appropriate time and duly signed		
Vol.I/S-c 14.2.5	Tenderer has submitted the Bills of Quantities in appropriate form, correctly calculated and duly signed		
Vol.I/S-c 4.1.5	Appropriate Work Programme with Method Statement is attached		
Vol.I/S-c 4.1.5	Appropriate Work Schedule is attached		
Vol.I/S-c 14.2.9	Appropriate Payment Schedule is attached		
	Decision for acceptance (Y/N)		
	<b>Overall acceptance for Category II</b>		
<b>Category III - Language as required</b>			
Vol.I/S-c 13.1	Tender is written in English language		
	<b>Overall acceptance for Category III</b>		
<b>Category IV - Tender submission form duly completed</b>			
	Decision for acceptance (Y/N)		
j	Tender submission form duly completed	Y	N
Vol.I/S-c 14.3 and 20.2	Tender Submission Form is duly signed and the signature(s) witnessed appropriately		
Vol.I/S-c 15.2	Tender Prices are in EUROS [EUR]		
	<b>Overall acceptance for Category IV</b>		
<b>Category V - Consortium agreement signed by all partners</b>			
	Consortium agreement signed by all partners		
Vol.I/S-d.4.3	In case of Joint Venture/Consortium, the duly signed agreement identifying the leading partner is annexed		
Vol.I/S-d.4.3	In case of Joint Venture/Consortium all required data for all partners, their responsibilities and commitment for the whole period of execution is submitted		
Vol.I/S-c 3.6.1	Every partner of Joint Venture/Consortium conforms to the requirements of Vol.I/S-cl. 3.1 -3.4 above.		

## ADMINISTRATIVE COMPLIANCE GRID

Vol.1/S-cl.4.2.9	Percentage of works allocated for each partner of Joint Venture/Consortium is appropriate		
Vol.1/ App. to Tender	- Implementation is possible before the requested deadline		
	<b>Overall acceptance for Category V</b>		
<b>Category VI - Sub-contracting statement acceptable</b>			
	i Sub-contracting statement stated and acceptable		
	Percentage of sub-contracted work stated		
	All sub-contractors identified and are eligible for tender (statement)		
Vol.I/S-c 3.6.2 and 3.6.4	Every sub-contractor providing more than 10 % of Works conforms to the requirements of Vol. 1/S-cl. 3.1, 3.2 and 3.4		
	<b>Overall acceptance for Category VI</b>		
<b>Category VII - Other administrative requirements in tender dossier</b>			
t	Other administrative requirements in tender dossier	i	
Vol.I/S-c 3.4 i	Tenderer can be considered as eligible		
Vol.I/S-c 5.1	Tenderer has submitted only one basic Tender		
Vol.I/S-c 14.1.2, 15.1, 17.1, 17.3, [ 18.6, 20.3, 20.4, 27.1, 28.2 and ! 28.3	Tenderer has not made any derivations, reservations to the Tender which may influence the following: j i		
	- the scope, quality, execution or the schedule of the Works		
	- violates the rights of the Contracting Authority (Employer)		
	- affects the competitiveness of other Tenderersi		
	<b>Overall acceptance for Category VII</b>		
	<b>Decision for acceptance (Y/N)</b>		

Y= Submitted Tender complies with the requirements and conditions defined in Tender Dossier

N = Submitted Tender does not comply with the requirements and conditions defined in Tender Dossier

## ADMINISTRATIVE COMPLIANCE GRID

### EVALUATION OF TECHNICAL COMPLIANCE ORIGIN OF MAIN MATERIAL AND EQUIPMENT

NUMBER OF TENDER: \_\_\_\_\_

NAME OF TENDERER: \_\_\_\_\_

ADDRESS OF TENDERER: \_\_\_\_\_

Table no. 2

Reference (Vol./Clause or Sub-	ASSESSING ORIGIN OF MATERIAL	FINDINGS	Y	N
Vol.I/S-c 1 3.6.3 and 3.6.4	Every supplier providing more than 10 % of Works conforms to the requirements of Vol.I/S-cl. 3.1, 3.2 and 3.4			
Vol.I/S-c 3.7	Origin of material and services tendered is in eligible source Countries			
I				
	Decision for acceptance (Y/N)			



# ADMINISTRATIVE COMPLIANCE GRID

## TECHNICAL AND FINANCIAL CAPABILITY

NUMBER OF TENDER EVALUATION OF  
TECHNICAL COMPLIANCE \_\_\_\_\_

NAME OF TENDERER \_\_\_\_\_

Table no. 3

Reference (Vol./Clause or Sub- clause)	ASSESSING THE ECONOMIC AND FINANCIAL CAPABILITY		FINDINGS	Y	N
	Tenderer's Annual Turnover from construction				
	Annual turnover of Tenderer [million EUROS]	2000			
		2001			
		2002			
		Average for three last years			
Vol./S-c 4.2 item	Minimum turnover of single Tenderer	Minimum [EUR]:	0.5 mln EURO per Tendered		
Vol./S-c 4.2 item	Minimum summary turnover of Joint Venture/Consortium	Minimum [EUR]:	0.5 mln EURO per Tendered	Y	N
Vol./App.to Tender	! Liquid Assets in the year 2001 Annual Report and assigned Credit Facilities for the Project			Y	N
Vol./S-c 4.2 item 1	Minimum Liquid Assets of Sole Tenderer	Minimum [EUR]:	>0.075 mln EURO Minimum Interim Payment		
	Decision for acceptance (Y/N)				
Vol./S-c 4.2 item	Minimum Liquid Assets of Joint Venture/Consortium	Minimum [EUR]	>0.075 mln EURO Minimum Interim Payment	Y	N
	Decision for acceptance (Y/N)				
	OVERALL DECISION OF ACCEPTANCE (Y/N)				

Y= Submitted Tender complies with the requirements and conditions defined in Tender Dossier

N= Submitted Tender does not comply with the requirements and conditions defined in Tender  
Dossier

# ADMINISTRATIVE COMPLIANCE GRID

## EVALUATION OF TECHNICAL COMPLIANCE EVALUATION OF TENDERER'S PROFESSIONAL CAPACITY

NUMBER OF TENDER-----

NAME OF TENDER\_\_\_\_\_

Table no. 4a

Reference (Vol./Clause or Sub-clause)	ASSESSING PROFESSIONAL CAPACITY	FINDINGS	Y	N
	Tenderer's Experience			
Vol.I/S-d.4.1.5	Number of projects similar (in complexity and nature) to the specified project has been completed during 3 last years			
Vol.I/S-c 4.1.5	Number of projects similar (in complexity and nature) to the specified project in progress			
	Decision of acceptance (Y/N)			
	Experience of management and Key Personnel			
Vol.I/S-c 4.1.5	Experience of the Project Director in the field (at least 5 years)			
Vol.I/S-c 4.1.5	Experience of the Site Manager in the field (at least 5 years )			
Vol.I/S-c 4.1.5	Experience of the Main Foreman in the field (at least 5years )			
Vol.I/S-c 4.1.5	Other key staff proposed by the Tender			
Vol.I/S-c 4.1.5	Experience of the Quality Assurance Engineer or Supervisor in the field (if proposed by a Tenderer)			
Vol.I/S-c 4.1.5	Total number of staff employed is specified			
Vol.I/S-c 4.1.5	Number of technical staff [ for info only]		X	X
Vol.I/S-c 4.1.5	Organisation chart of the Company showing actual structure is included			
	Decision of acceptance (Y/N)			

## ADMINISTRATIVE COMPLIANCE GRID

Table no. 4b

Reference (Vol./Clause or Sub- clause)	<b>ASSESSING PROFESSIONAL CAPACITY</b>	<b>FINDINGS</b>	<b>Y</b>	<b>N</b>
	Tenderer's organisational capacity	^		
	References for Major Work for the proposed Key Personnel			
Vol.I/S-c 4.1.5	Proposed organisation chart of the project showing the position of Employer, Engineer location of Key Persons			
Vol.I/S-c 4.1.5	Number of proposed operational work groups in the field during the implementation			
	Tenderer's overall capacity			
Vol.I/App .to Tender	Time of completion proposed by Tenderer			
	Percentage of Sub-contracted work			
Vol.I/S-c 4.2 item 4	Main Contractor's ability to carry out the Work by own means, in % (70 % requested)			
Vol.I/S-c 4.2 item 6	Ability of the leading partner of the Joint Venture/Consortium to carry out the Works by own means, in % (50 % requested)			
Vol.I/S-c 4.2 item 7	Ability of the other partner of the Joint Venture/Consortium to carry out the Works by own means, in % (10 % requested)			
Vol.I/S-c 4.1.5	Litigation history for last 5 years, number of cases in progress			
	Decision of acceptance (Y/N)			
	Overall professional capacity			
	OVERALL DECISION OF ACCEPTANCE (Y/N)			

Y = Submitted Tender complies with the requirements and conditions defined in Tender Dossier  
 N = Submitted Tender does not comply with the requirements and conditions defined in Tender Dossier

## ADMINISTRATIVE COMPLIANCE GRID

### EVALUATION OF TECHNICAL COMPLIANCE EVALUATION OF TECHNICAL CAPACITY

NUMBER OF TENDER: \_\_\_\_\_  
NAME OF TENDERER: \_\_\_\_\_

Table no. 5a

Reference (Vol./Clause or Sub-	<b>ASSESSING TECHNICAL CAPACITY</b>	<b>FINDINGS</b>	<b>Y</b>	<b>N</b>
	Assessment of the implementation sequence and coordination of payments			
Vol.I/S-c 4.1.5	Appropriate Work Programme with Method Statement is attached			
Vol.I/S-c 4.1.5	Appropriate Work Schedule is attached			
	- Scheduled construction sequence is manageable			
	- Critical Path(s) of the implementation are presented			
	- Schedule of use of labour is presented and is appropriate to the implementation			
	- Schedule of use of plant resources is presented and is appropriate to the implementation			
	Schedule and critical dates of major material procurement/supply is presented and is appropriate to the implementation			
	- Implementation is possible before the requested deadline			
Vol.I/S-c 4.1.5	Appropriate Payment Schedule is attached			
	- Payment Schedule is in conformity and co-ordinated with Work Schedule			
	- Critical requirements of the financing has been taken into account in the Payment Schedule			
	- Amortisation of the Advance Payment has been taken into account			
	- Retention Money has been taken into account			
	Decision of acceptance (Y/N)			

## ADMINISTRATIVE COMPLIANCE GRID

Table no. 5b

Reference (Vol./Clause or Sub- clause)	CRITERIA FOR TECHNICAL COMPLIANCE	FINDINGS	Y	N
<b>Vol.I/S-c 4.1.5</b>	<b>Capacity of Tenderer's machinery fleet</b>			
	<b>Tenderer's entire machinery fleet</b>			
	<b>Tenderer's other plant and resources</b>			
	<b>Decision of acceptance (Y/N)</b>			
	<b>Overall technical capacity</b>			
	<b>OVERALL DECISION OF ACCEPTANCE (Y/N)</b>			

Table no. 6

Reference (Vol./Clause or Sub- clause)	ASSESSING COMPLIANCE WITH TECHNICAL SPECIFICATIONS	FINDINGS	Y	N
Vol.I/S-c 4.1.5	Approach and Methodology compliant with requirements			
Vol III	Compliance of works and material with required standards:			
	- Civil Works standards			
	- Mechanical Works standards			
	- Electrical Works standards			
Vol III	Tendered technological equipment compliant to requirements			
	Decision of acceptance (Y/N)			
	Conformity with technical specifications			
	OVERALL DECISION OF ACCEPTANCE (Y/N)			

Y = Submitted Tender complies with the requirements and conditions defined in Tender Dossier  
N = Submitted Tender does not comply with the requirements and conditions defined in Tender Dossier

## ADMINISTRATIVE COMPLIANCE GRID

### EVALUATION OF TECHNICAL COMPLIANCE EVALUATION OF ANCILLARY SERVICES

NUMBER OF TENDER: \_\_\_\_\_  
NAME OF TENDERER: \_\_\_\_\_

Table no. 7

Reference (Vol./Clause or Sub- clause)	ASSESSING ANCILLARY SERVICES	FINDINGS	Y	N
<b>Vol.I/S-c 4.1.5</b>	<b>Adequacy of the facilities for the Engineer</b>			
	<b>Adequacy of the measurement equipment to be provided to the Engineer</b>			
	<b>Decision of acceptance (Y/N)</b>			
	<b>Conformity with technical specifications</b>			
	<b>OVERALL DECISION OF ACCEPTANCE (Y/N)</b>			

Y = Submitted Tender complies with the requirements and conditions defined in Tender Dossier

N = Submitted Tender does not comply with the requirements and conditions defined in Tender Dossier

## ADMINISTRATIVE COMPLIANCE GRID

### EVALUATION OF TECHNICAL COMPLIANCE EVALUATION OF NATIONAL ELIGIBILITY OF EXPERTS AND SUB-CONTRACTORS

NUMBER OF TENDER:

\_\_\_\_\_

NAME OF TENDERER:

\_\_\_\_\_

Table no. 8

Reference (Vol./Clause or Sub- clause)	<b>ASSESSING NATIONAL ELIGIBILITY OF EXPERTS AND SUB-CONTRACTORS</b>	<b>FINDINGS</b>	<b>Y</b>	<b>N</b>
	Eligibility of			i
	- Project Manager			
	- Site Manager			
	- Site Supervisor/Foreman			
	- Design Engineer in Chief			
	- Process Designer/Engineer			
	- Automation Engineer/Programmer			
	- Quality Assurance Engineer or Supervisor			
	- 1. nominated by tenderer			
	- 2. nominated by tenderer			
	- 3 nominated by tenderer			
	Eligibility of Sub-contractors			
	- 1 nominated by tenderer			
	- 2. nominated by tenderer			
	- 3 nominated by tenderer			
	Decision of acceptance (Y/N)			
	Conformity with technical specifications			
	OVERALL DECISION OF ACCEPTANCE (Y/N)			

Y = Submitted Tender complies with the requirements and conditions defined in Tender Dossier

N = Submitted Tender does not comply with the requirements and conditions defined in Tender Dossier

## **VOLUME 2**

### **SECTION 1**

# **FORM OF CONTRACT AGREEMENT**



---

## CONTRACT AGREEMENT NO. LI0112.01.01-000

FINANCED BY THE STATE DEPARTMENT OF TOURISM AND EUROPEAN  
COMMISSION PHARE PROGRAMME

PROJECT LI 0112 Construction of four campsites in Utena region

This Contract made between:

.....  
address: .....

...

(hereinafter called "the Contracting Authority") of the one part and

.....

.....  
address: .....

...

(hereinafter called "the Contractor") of the other part.

Whereas the Contracting Authority is desirous that certain Works should be executed by the Contractor, viz.:

**Construction of four campsites in Utena region**

and has accepted a Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

**It is hereby agreed as follows:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following Documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:
  - a) The said Contract Agreement,
  - b) The said Tender with Appendixes,
  - c) The Special Conditions of Contract,
  - d) The General Conditions of Contract,
  - e) The Technical Specifications,
  - f) The Design Documentation (Drawings),
  - g) The Price Schedule,
  - h) The Correspondence with the tenderer,
  - i) The Proposal.

Addenda and memoranda have the order of precedence of the document they are modifying.

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Contracting Authority to execute and complete the Works under this Contract and within

the liability period remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Financing Authority hereby agrees to pay the Contractor the EC Phare component of the Contract Price and the Contracting Authority hereby agrees to pay the National component of the Contract Price in consideration of the execution and completion of the Works and remedying of defects therein the amount of:

The EC Phare component (net of VAT/other taxes): ..... EUR

(in words)

The National component (including VAT of EUR): ..... EUR

(in words)

**Grant Total Contract Price:** ..... **EUR**  
(in words)

or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. VAT shall be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the program. VAT and other taxes shall not be paid on the funds originating from EC funds

5. Following the Contractor invoices in EURO, the payments will be made in LITAS at the official exchange rate of the Bank of Lithuania of the day the invoice is drawn, or in EURO.

Apart of the advance payment, all the invoices shall be endorsed by the Programme Officer prior to submitting these to the relevant authority for payment.

**In Witness** whereof the parties hereto have caused the Contract. This Contract becomes effective from the day the last party, that is the Contractor, has signed it.

**CONTRACTING AUTHORITY:**

Signed and sealed by

Alvitis Lukoševičius  
Director of Lithuanian State Department of  
Tourism

Date.....

**FINANCING AUTHORITY**

Endorsed by

Director of Central Financing and

**CONTRACTOR:**

Signed and sealed by

.....

In the capacity of .....

Being fully authorised by and acting on behalf of

.....

Date.....

**ENDORSED FOR FINANCING IN THE NAME  
OF EUROPEAN COMMISSION**

Endorsed

by .....

.....

---

Contracting Unit (CFCU) .....

Date.....

Date.....

## VOLUME 2

### SECTION 2

#### GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract for Construction comprises:

1. General Conditions
  2. Particular Conditions
- (a) The “General Conditions”, for which “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer” First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) shall be applied for all the Works.
- (b) **These General Conditions are not annexed to these documents.** The Contractor may purchase them in printed form from the Secretariat of FIDIC, Geneva, Switzerland or from member National Association of Consultants of his native Country.
- (c) and the following “Particular Conditions”, which include amendments and additions to such General Conditions.
- (d) The following clauses in General Conditions have been amended through Particular Conditions:

## VOLUME 2

### SECTION 3

#### PARTICULAR CONDITIONS

##### Definitions

##### 1.1 Delete and substitute:

1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Financing Authority in accordance with Instructions to Tenderers.

1.1.1.6 “Drawings ” means the drawings of the works, as included in the Contract (Volume V of the Tender Documents), and any additional and modified drawings issued by (or on behalf of) the employer in accordance with the Contract

Delete sub-paragraph 1.1.4.6. Insert the following sub-paragraphs (where appropriate to their numbering):

1.1.2.11 “Financing Authority” means the person named as Financing Authority in the Appendix to Tender and the legal successors in title to this person. The functions and responsibilities of Financing Authority are as defined in the clause 2.6.

1.1.6.10 “Eligible Countries” means member states of the European Union and beneficiary countries of the PHARE Programme, Cyprus, Malta and Turkey.

##### Interpretation

##### 1.2 Insert new paragraph:

Wherever these Conditions require the Contractor to indemnify the Employer from any matter, the Contractor shall also indemnify the Engineer and the Beneficiary from the same matter.

Insert new Sub-Clause 1.15:

- |                                   |  |
|-----------------------------------|--|
| <b>Details to be Confidential</b> | <b>1.15</b> The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or as agreed by the Employer. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of the Employer and the Financing Authority. |
|-----------------------------------|--|

Insert new Sub-Clause 2.6:

- |                                |  |
|--------------------------------|--|
| <b>The Financing Authority</b> | <b>2.6</b> The Financing Authority, as defined in the Appendix to tender, intends to apply part of funds grant towards the costs of the Works, as defined in the Appendix to Tender, to cover eligible payments under the Contract for the Works. Payments by EC from grant will be made only at the request of the Financing Authority.<br>Except as the EC Delegation to Lithuania may specifically otherwise agree, no party other than the Financing Authority shall derive any rights from the administration grant or have any rights to the grant payment proceeds. |
|--------------------------------|--|

- |  |  |
|--|--|
| <b>Engineer's Duties and Authority</b> | <b>3.1</b> At the end of this Sub-Clause, insert:<br>The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions: <ul style="list-style-type: none"><li>(a) Sub-Clause 3.5: agreeing or determining any matter which will increase the Contract Price. Increase of the contract price, however, shall not affect the amounts financed by the Financing Authority without prior written endorsement of the latter.;</li><li>(b) Sub-Clause 4.4: giving consent to a Subcontractor for a sub-contract for which a different subcontractor is named in the Contract;</li><li>(c) Sub-Clause 8.4: agreeing or determining an extension of the Time for Completion.</li><li>(d) Clause 13: instructing a Variation which is expected to increase the Contract Price or in any substantial way change the scope, character or quality of the Works.</li></ul> |
|--|--|

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk.

The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer, with the approval of the Employer, shall determine an addition to the Contract price, in respect of such instruction, in accordance with Clause 13.3.

<b>Contractor's General Obligations</b>	<p><b>4.1</b> Insert after the first paragraph:</p> <p>Contractor shall prepare detailed design in compliance with Lithuanian standards STR 1.05.01 1997 and STR 1.05.02 1997.</p> <p>The Contractor shall respect and abide by all laws and regulations in force in the state of the Contracting Authority and shall ensure that his personnel, their dependants and his local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the employer and Financing Authority against any claims and proceedings arising from any infringement by the Contractor, his employees and their dependants of such laws and regulations.</p>
<b>Performance Security</b>	<p><b>4.2</b> Delete the second paragraph and replace by:</p> <p>Not later than on the date of signing the Contract Agreement the Contractor shall furnish to the Employer the Required Performance Security. The form of Performance Security included in the Tender Documents or other performance warranty may be used, as well as other forms, all subject to approval by the Financing Authority.</p> <p>If the Performance Security is to be furnished by the Contractor in the form of a bank or insurance company guarantee, then it shall be issued according to the Contractor's choice:</p> <ul style="list-style-type: none"><li>(a) By a bank operating in the country of the Employer or by a foreign bank through a co-operating bank operating in the country of the Employer, or</li><li>(b) Subject to the approval by the Financing Authority, directly by a foreign bank.</li></ul> <p>If the performance security is to be provided by the Contractor in the form of a bond, then a fiduciary, surety or insurance company acceptable to the Financing Authority shall issue it.</p> <p>The Employer will accept any performance guarantee or bond endorsed by the financing Authority.</p>
<b>Contractor's Representative</b>	<p><b>4.3</b> Add at the end of the Sub-Clause</p> <p>If the Contractor's Representative, or these persons, is not fluent in the Lithuanian language, the Contractor shall make available a competent interpreter during all working hours.</p>
<b>Subcontractors</b>	<p><b>4.4</b> At the end of sub- clause (b) insert " Suppliers"</p>
<b>Co-operation</b>	<p><b>4.6</b> Delete sub-paragraph (a).</p>
<b>Setting Out</b>	<p><b>4.7</b> Delete all text after the first paragraph.</p>

**Safety  
Procedures**

- 4.8** Add the following Sub-Clauses:
- (f) The Contractor shall comply with all current legislation and regulations and the relevant specifications, during all stages of the Works, with respect to all measures, operation and administrative steps which are required for the full protection and safeguard of the environment.
  - (g) The Contractor will be responsible for the proper disposal of sewage from all places within the Site and shall comply strictly with the regulations of the relevant authorities.

**Transport of  
goods**

- 4.16** At the end of sub- clause (a) insert “ including the copy of invoice and information to which custom terminal goods intend to be delivered ”

**Contractor's  
Operations on  
Site**

- 4.23** Add at the end of the Sub-Clause

No important operation of any kind, especially cutting through or closing existing roads, water conduits or public utilities shall be carried out without the written consent of the Engineer. The Contractor shall apply to the Engineer, in writing for such consent, at least 7 days prior to the proposed start of such operation. He shall include with the application full details of the operation, the programme, the major items of plant to be employed and enclose copies of all necessary permits obtained in accordance with Clause 1.13.

The Contractor shall bear any costs related to the cutting throw or closing of roads, public utilities and public transport.

Insert new Sub-Clause 4.25

**Existing  
Services**

- 4.25** The Contractor shall acquaint himself from available information with the position of all existing services such as drains, telephone, electricity lines and poles, water pipes, gas pipes and the like, before any excavation or other Work likely to affect the existing services are commenced. The Contractor will be liable for all damage to roads, drainage ditches, pipes, cables or services of any kind caused by him or his Sub-contractors in the execution of the Works, and must make good any such damage at his own expense and to the complete satisfaction of the Engineer within the Time for Completion.

The Contractor is required to make all necessary arrangements with the relevant local authorities and owners for the removal and reinstatement of all services as agreed with or instructed by the Engineer. The Contractor will pay the costs of these works and, where not included in the Contract, be reimbursed by the Employer.



<b>Engagement of Staff and Labour</b>	<b>6.1</b>	Add to the Sub-Clause:  The Contractor is encouraged, to the extent that it is practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.
<b>Contractor's Superintendence</b>	<b>6.8</b>	At the end of this Sub-Clause, insert the following paragraph:  A reasonable proportion of the Contractor's superintending staff shall also have a working knowledge both oral and written of the Lithuanian language or the contractor shall have a sufficient number of competent interpreters available on Site during all working hours
Insert new Sub-Clauses 6.12 – 6.16:		
<b>Festivals and Religious Customs</b>	<b>6.12</b>	In all dealing with his staff and labour, the Contractor shall respect the Country's recognised festivals, days of rest and religious or other customs.
<b>Repatriation of Personnel and Labour</b>	<b>6.13</b>	The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of all such persons, as he recruited and employed for the purposes of or in connection with the Contract. And he shall maintain such persons, as are to be returned, in a suitable manner until they shall have left the Site or, in case of persons who are not nationals of or have been recruited outside the Country, shall have left the Country.
<b>Measures against Insect and Pest Nuisance</b>	<b>6.14</b>	The Contractor shall at all times take necessary precautions to protect all staff and labour employed on the Site from insect nuisance, rats and other pests and reduce the dangers to health and the general nuisance by the same.
<b>Epidemics</b>	<b>6.15</b>	In the event of outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government of the Country or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
<b>Burial of the Dead</b>	<b>6.16</b>	The Contractor shall make all necessary arrangements for the transport, to any place as required for burial, of any of his expatriate employees or members of their families who may die in Lithuania. The Contractor shall also be responsible, to the extent required by the local regulations, for making any arrangement with regard to burial of any of his local employees who may die while engaged upon the Works.

Add new Sub-Clause 7.9

<b>Restriction on Eligibility</b>	<p><b>7.9</b> Any Plant, materials or services, which will be used for the execution of the Works or incorporated in the Works, shall have their origin in member states of the European Union or the beneficiary countries of the PHARE Programme, Cyprus, Malta and Turkey countries.</p> <p>For the purpose of this clause origin means the place where the materials and equipment are mined, grown, produced, or manufactured, or from which the services are provided.</p> <p>The origin of goods is distinct from the nationality of the Supplier.</p>
<b>Variations</b>	<p><b>13.1</b> The Contracting Authority reserves the right, at the time of contracting, to vary the works quantities specified within a range of plus or minus 25 %.The total value of the works may not rise or fall as a result of the variation in the quantities by more than 50%.</p>
<b>The Contract Price</b>	<p><b>14.1</b> Add the following:</p> <p>The Contractor is exempted from (i) VAT and (ii) import duties and import taxes levied on import on Contract items into the Country.</p> <p>The Contractor shall prepare the necessary exemption and other documents in accordance with the Laws of the Country, the requirements of customs and other legally constituted authorities, and any other reasonable requirements of the Employer. The Contractor shall be entirely responsible for the presentation of documentation in order to clear the Goods through the customs authorities, and shall be deemed to have been satisfied (before submitting the Tender) as to all relevant procedures.</p> <p>All imported Goods, which are not incorporated in or expended in connection with the Works, shall be exported on completion of the Contract. If not exported, or if used in connection with other contracts, the Goods will be assessed for duties (as applicable to the Goods involved) in accordance with the Laws of the Country, and the Contractor shall pay such duties accordingly.</p>
<b>The Contract Price ( continued)</b>	<p><b>14.1</b> The Accepted Contract Amount shall not include item 14.1 (i) and 14.1 (ii), but shall be deemed to include all taxes, business taxes, duties, port dues, quay dues, and other charges that may be levied in accordance with laws and regulations in being on the date, 28 days prior to the latest date for submission of tenders, imposed both outside and inside the Employer's country on the Contractor's equipment, Plant, materials, and supplies (whether permanent or temporary) acquired for the Contract, and on services performed under the Contract.</p> <p>Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Country on profits made by him in respect of the Contract.</p>

**Currencies of  
Payment**

**14.15** Delete Sub-Clause 14.15 and substitute:

The currency of the Contract shall be EURO. Payments will be made at the official exchange rate of the Bank of Lithuania of the day the invoice is drawn, or in EUR.

Insert new Sub-Clause 15.6:

**Anti-Corruption**

**15.6** No offer, payment, consideration, or benefit of any kind, which constitutes illegal or corrupt practices, shall be made, either directly or indirectly, as an inducement or reward in relation to the tendering, award or execution of the Contract.

Any such practice will be grounds for the immediate termination under Sub-Clause 15.2 and for such additional actions (civil and/or criminal) as may be appropriate.

**Insurance  
against Injury to  
Persons and  
Damage to  
Property**

**18.3** Add the following:

Insurance cover shall extend to liability to third parties arising from accidents in Lithuania involving vehicles supplied by the Contractor and used by the Employer, the Contractor or the Engineer under the Contract.

**Arbitration**

**20.6** The Place of Arbitration shall be in Vilnius, Lithuania.

## VOLUME 2

### SECTION 4

#### TEMPLATE FOR PERFORMANCE GUARANTEE

Invitation to tender no [...]

The undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to CPMA-Central Project Management Authority, J.Tumo-Vaižganto 8A/2, 2600 Vilnius, Lithuania on behalf of [*Contractor's name and address*], the payment of [*amount of the performance guarantee*], representing the performance guarantee mentioned in article 13 of the General conditions without dispute, on receipt of a first written request from the recipient.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The guarantee will enter into force and take effect from the [*indicate the date of entry into force of the contract*] and shall be valid until the date of issue of the final statement of account.

We note that you will release the guarantee and notify us of the fact at the latest within thirty days of the date of issue of this Certificate.

Any dispute concerning this guarantee shall be governed by [*enter the law applicable*] and fall within the competence of [*indicate which jurisdiction applies*].

Done at ....., ..../../..

Name and first name: ..... On behalf of: .....

Signature: .....

[*stamp of the body providing the Guarantee*]

## VOLUME 2

### SECTION 5

#### TEMPLATE FOR ADVANCE PAYMENT GUARANTEE

Invitation to tender no [...]

The undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to CPMA-Central Project Management Authority, J.Tumo-Vaižganto 8A/2, 2600 Vilnius, Lithuania on behalf of [*Contractor's name and address*], the payment of [*indicate the amount* ], corresponding to the advance/balance as mentioned in Article 44 of the Special Conditions without dispute, on receipt of a first written request from the recipient.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The guarantee will enter into force and take effect from the [*indicate the date of payment of the advance*] and shall be valid until CFCU-Central Financing and Contract Unit, J.Tumo-Vaižganto 8A/2, 2600 Vilnius, Lithuania has received full repayment of the same amount from the Contractor.

We note that you will release the guarantee and notify us of the fact at the latest within thirty days of this date.

Any dispute concerning this guarantee shall be governed by Lithuanian law and fall within the competence of Lithuanian jurisdiction

Done at ....., ..../../..

Name and first name: ..... On behalf of: .....

Signature: .....

[*stamp of the body providing the Guarantee*]

## VOLUME 2

### SECTION 6

#### TEMPLATE FOR RETENTION MONEY GUARANTEE

Invitation to tender no [...]

The undersigned, [*name, company name, address*], hereby declare that we will guarantee, not merely jointly and severally, but as principal debtor, to [CPMA-Central Project Management Authority, J.Tumo-Vaižganto 8A/2, 2600 Vilnius, Lithuania] on behalf of [*Contractor's name and address*], the payment of [*indicate the amount* ], corresponding to the advance/balance as mentioned in Article 45 of the Special Conditions without dispute, on receipt of a first written request from the recipient.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The guarantee will enter into force and take effect from the [*indicate the date of payment of the retention money under the contract*] and shall be valid until the date of issue of the certificate of final acceptance.

We note that you will release the guarantee and notify us of the fact at the latest within thirty days of the date of issue of this Certificate.

Any dispute concerning this guarantee shall be governed by [*enter the law applicable*] and fall within the competence of [*indicate which jurisdiction applies*].

Done at ....., ..../../..

Name and first name: ..... On behalf of: .....

Signature: .....

[*stamp of the body providing the Guarantee*]