



PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN LITHUANIA

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	<p>PPP in Lithuania are currently mainly governed by Law No. VIII-1312 of 1999 on Investments [hereinafter “Investments Law”] issued July 7, 1999 (last amended 2014), whereas Article 2(15) defines PPPs as “ways of cooperation between a state or municipal authority and a private entity as specified by laws, whereby the state or municipal authority transfers to the private entity the activity assigned to its functions, while the private entity invests in this activity and the assets required for carrying it out and receives remuneration therefore as specified by the laws...;” the Government of the Republic of Lithuania Resolution 1480 of 2009 on Public-Private Partnership [hereinafter “PPP Resolution”] issued November 11, 2009 (last amended by Resolution No. 767 of July 29, 2015); Law No. I-1491 on Public Procurement [hereinafter “Public Procurement Law”] issued August 13, 1996 (last amended May 2, 2017 but amendments effective July 1, 2017). Furthermore, contributors have identified that for purposes of the scope of the case study assumption in this Report, PPP projects in the road sector in Lithuania can only be implemented on availability-based model. As a result, a project to build, finance, maintain, and operate a highway of an estimated investment value of \$150 million would be classified as a PFI type contract and would be procured on the basis of Public Procurement Law. Consequently, concessions and their governing Concessions Law (Law No. I-1510 of 1996) shall not fall under the scope of this analysis, which shall be confined to the other previously mentioned regulatory framework.</p>
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	<p> http://www.ppplietuva.lt/vpsp-projektai/?lang=en https://www.e-tar.lt/portal/lt/legalAct/TAR.C54AFFAA7622/mljgfOSVqW </p>
2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?	Yes

Please describe:	New public procurement laws, implementing EU Public Procurement Directives 2014/24 and 2014/25, were adopted and will become effective on June 1, 2017.
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	Yes
Please describe:	EU Directive 2014/23/EU is to be transposed into Lithuanian Concessions Law. The amendments are currently being discussed in Parliament and are expected to be approved in the first half of year 2017.
3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.4 Besides national defense and other matters of national	No

<p>security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom</p>	
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other</p>	No
<p>If yes, specify and provide the relevant legal/regulatory provisions:</p>	n/a
<p>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</p>	Yes
<p>If yes, please specify and provide the relevant legal/regulatory provision (if any):</p>	Article 4(1) of the Real Estate Taxation Law provides for private partners being exempt from real estate taxes. This Law is available at: https://www.e-tar.lt/portal/lt/legalAct/TAR.B4FAA1DD73CF/BDUQszODwO
<p>5. Please identify the PPP procuring authorities in Lithuania and provide their website(s) (if available):</p>	Procurement authorities are generally official entities either at the national level or the municipal level that initiate the PPP project. The Lithuanian Road Administration under the Ministry of Transport and Communications for example, was identified as the appointed procuring authority for road PPP projects at the national level (http://www.lra.lt/en.php/about_lra/general_information/101). Whereas, on the municipal level, the Vilnius City Municipality was mentioned as the procuring entity for a school PPP project in that municipality (https://www.vilnius.lt/).
<p>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</p>	Yes
<p>If yes, please indicate its name, and its website (if available):</p>	The Central Project Management Agency (Projektų Valdymo Agentūra - CPMA), website: www.cpva.lt

6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	Yes
6.2 PPP capacity building for other public authorities.	Yes
6.3 PPP promotion among the public and/or private sectors in national and international forums.	Yes
6.4 Technical support in implementing PPP projects.	Yes
6.5 Identification and selection of PPP projects from the pipeline.	No
6.6 Revision of fiscal risks born by the Government.	No
6.7 Consultation with affected communities on potential impact of PPP projects.	No
6.8 Approval of PPP projects.	Yes
6.9 Undertaking the procurement of PPPs.	No
6.10 Oversight of PPP implementation.	No
6.11 Other	No
6.11 please specify:	n/a
Please provide the relevant legal/regulatory provisions:	n/a
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Articles 23-25 of the PPP Resolution, in the case of central government PPP projects, the Ministry of Finance “evaluates the financial conditions, specified in the project of the partnership agreement in terms of the requirements of fiscal discipline.” Article 23 of the Resolution specifically provides, “Implementing the

	procurement procedure, the institution, implementing the central government partnership project, prepares the project of the partnership agreement and submits it to the Ministry of Finance: 23.1. if the procurements are organized by an open tender or a restricted tender, the project of the partnership agreement is submitted before announcing the information about the procurement...”
8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The Ministry of Finance must ascertain the compliance requirements before the PPP negotiations are concluded and the award granted according to Articles 23-25 of the PPP Resolution, where in the case of central government PPP projects, the Ministry of Finance “evaluates the financial conditions, specified in the project of the partnership agreement in terms of the requirements of fiscal discipline.” Article 25 provides, “if the financial conditions, specified in the project of the partnership agreement, are approved in the conclusion of the Ministry of Finance, the institution, implementing the central government partnership project, continues to conduct the procurement procedures and in the case when the financial conditions, specified in the project of the partnership agreement, are in compliance with the conditions, established in the resolution of the Government of the Republic of Lithuania or the Parliament (Seimas) of the Republic of Lithuania on the implementation of the partnership project, signs the partnership agreement and implements the partnership project.”
8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	These liabilities are considered as liabilities on the institution implementing the partnership project and Ministry of Finance. Article 38.5 of PPP Resolution provides liability on the institution that implements partnership projects to present information regarding the process of the project to the Ministry of Finance and Article 40.2 provides for liability of accounting the received information by the Ministry of Finance. On December 20, 2012 the Ministry of Finance approved the 27th standard of public sector accounting and financial accounting called Agreements of Concession and Partnership of Public and Private Entities
Reporting liabilities (explicit and implicit,	Yes

direct and contingent) arising from PPPs.	
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 40.3 of the PPP Resolution, the Ministry of Finance submits to the Government of the Republic of Lithuania an annual report of the concluded partnership agreements and their implementation, the form of which is approved by the Minister of Finance. And on December 20, 2012 the Ministry of Finance approved the 27th standard of public sector accounting and financial accounting called Agreements of Concession and Partnership of Public and Private Entities
8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).	No
Accounting and reporting according to other international standard (e.g. European System of Accounts).	Yes
Please specify:	European System of Accounts 2010, Eurostat Manual on Government Deficit and Debt
Other.	No
Please specify:	n/a
9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	Yes
If yes, please specify the relevant authority	With regards to central PPP projects, the PPP Commission, the Seimas of the Republic of Lithuania (parliament) on the recommendation of the Government of the Republic of Lithuania (for projects where the commitments undertaken by the State exceed EUR 58 000 000) (Article 15.9 of the Investments Law), and the PPP Projects Commission (Commission) (Articles 12-17 of the PPP Resolution), approve these projects before initiating the procurement project. As for the municipal level PPP projects, the municipal council undertakes such approvals (Articles 28-29 of the PPP Resolution).
and provide the relevant	PPP Resolution Articles 12-17, 28-29. Investments Law Article 15.9

legal/regulatory provisions (if any):	
9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
10. Does the procuring authority use transaction advisors during the PPP project cycle?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	General provisions of the Public Procurement Law (Art.10) on hiring experts when special knowledge or assessment is required, such resort does take place in PPP projects in Lithuania
11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs	No

with other public investment priorities.	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 14 of the Investments Law provides, “The state investment policy shall be formulated in the Program of the Government of the Republic of Lithuania, state-supported programs, the State Investment Program and the Government Borrowing Program, with due regard to the forecasts of the development of the economy and economic and social development of the Republic of Lithuania.” In terms of PPPs in specific, Article 2.15 of the same Law ensures that the Investments Law, Concessions Law, and other relevant laws would all supplement each other in specifying the forms of partnerships between the public and private sectors. In the SEIMAS (Parliament) OF THE REPUBLIC OF LITHUANIA RESOLUTION No XIII-82 ON THE PROGRAM OF THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA issued December 13, 2016 Vilnius (approved by the Parliament (Seimas)) https://lrv.lt/uploads/main/documents/files/XVII%20Vyriausybes%20programa_EN20170112.pdf, the Government of the Republic of Lithuania, in Paragraph 217.5, emphasized its intention to integrate the public-private partnership model in the long-term planning of investment in state and municipal public services and infrastructure. And as set in the Program of the Lithuanian Government, some PPP projects are considered to be a national and municipal priority, i.e. Vilnius Multifunctional Complex or Lithuanian airports concession.</p>
The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.	No
If yes, please elaborate:	n/a
The procuring authority does not evaluate PPPs against existing government priorities.	No
Please elaborate and provide examples:	n/a

11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?	<p>Yes</p>
If yes, please specify:	<p>In practice, priority projects notably get more attention from politicians and result in faster decision-making. For example, contributors provided that the Lithuanian airport concession project is considered to be a national priority project which led to swift decision making, including Parliamentary vote for special airport legislation which opened up the possibility for Lithuanian airports to be operated by a private operator.</p>
If no, please elaborate:	<p>n/a</p>
12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)	<p>Yes</p>
Relevant legal/regulatory provision (if any)	<p>The PPP Resolution Article 6.4 refers to the Methodological Documents, approved by the CPMA, as part of the evaluation structure of PPP projects. The Development of Methodology and Model Intended for Assessment of Socio-Economic Impact of Investments Financed from the European Union Structural Funds and the National Budget Funds of Lithuania: Final Report (Socio-Economic Methodology) as a component of the Methodological Documents details such an assessment in Sections 1.1-1.3 precisely. Additionally, Methodology for the Estimation of Components of Socio-Economic Impact of Investment (Benefit/Cost) in the Field of Culture, and the Calculation and Application of the Estimates of Component (Cultural Methodology), also part of the Methodology Documents, in Chapter II, addresses the cultural impact.</p>
Is there a specific methodology for the assessment?	<p>Yes</p>
If yes, please elaborate	<p>The Socio-Economic Methodology highlights the impact by PPP projects on health care, social security, and education and science, in Sections 1.1-1.3. And Chapter II of the Cultural Methodology addresses cultural impact assessments from PPP projects.</p>
Is the assessment done in practice?	<p>Yes</p>

Details:	It is a mandatory part of an investment project, and CPMA does not approve projects without such analysis.
12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)	Yes
Relevant legal/regulatory provision (if any)	Art. 15 of the Investments Law provides: “2) economic and financial aspects of the general government and private entities’ partnership, by comparing the costs of the general government and private entities’ partnership to the costs incurred when the activities are carried out in other available ways;” Methodology for Preparing Investment projects for funding from the EU funds and/or State budget (Preparation Methodology), part of the Methodology Documents, serves as a basis as well, in Sections 4 & 5 under “Financial” and “Economic” Analysis.
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Sections 4 & 5 under “Financial” and “Economic” Analysis of the Preparation Methodology provide the different components that should be considered when affordability assessments are conducted.
Is the assessment done in practice?	Yes
Details:	It is a mandatory part of an investment project, and CPMA does not approve projects without such analysis.
12.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	Art. 15 of the Investments Law requires a prior negotiation assessment including: 1) any risks related to activity transfer under the general government and private entities’ partnership; “In addition, the Preparation Methodology provides a basis for such an assessment under “Sensitivity and Risks” in Section 6.
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	The Preparation Methodology provides a basis for such an assessment under “Sensitivity and Risks” in Section 6 provide the different components that should be considered when risk identification and allocation assessments are conducted.
Is the assessment done in practice?	Yes
Details:	It is a mandatory part of an investment project, and CPMA does not approve projects without such analysis.
12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other	Yes

procurement alternatives (i.e. value for money analysis, public sector comparator)	
Relevant legal/regulatory provision (if any)	Art. 15 of the Investments Law provides: “2) economic and financial aspects of the general government and private entities’ partnership, by comparing the costs of the general government and private entities’ partnership to the costs incurred when the activities are carried out in other available ways;” and “3) the benefit of general government and private entities’ partnership, by comparing it to the benefit obtained when the activities are carried out in other available ways, also possible damage and/or threats and their impact on public interest.” Section 3 on “Feasibility and Options” in the Preparation Methodology approaches this assessment.
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Section 3 on “Feasibility and Options” in the Preparation Methodology approaches comparative assessment and details its components.
Is the assessment done in practice?	Yes
Details:	It is a mandatory part of an investment project, and CPMA does not approve projects without such analysis.
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	Art. 24 of the PPP Resolution provides, “the Ministry of Finance evaluates the financial conditions, specified in the project of the partnership agreement in terms of the requirements of fiscal discipline and submits its conclusion - approval or disapproval to the financial conditions...” Sections 4 & 5 under “Financial” and “Economic” Analysis of the Preparation Methodology address this in more detail.
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	CPMA Order No 2014 / 8-337 on Dec. 31, 2014 on PUBLIC AND PRIVATE PARTNERSHIP ISSUES METHODOLOGICAL RECOMMENDATIONS http://www.ppplietuva.lt/wp-content/uploads/2015/06/II_metodika_201412311.pdf provides details on this assessment. Sections 4 & 5 under “Financial” and “Economic” Analysis of the Preparation Methodology provide the different components that should be considered when financial viability or bankability assessments are conducted.
Is the assessment done in practice?	Yes
Details:	It is a mandatory part of an investment project, and CPMA does not approve projects without such analysis.
12.6. Market sounding and/or assessment (showing evidence of investors’ interest in the market for the project)	Yes

Relevant legal/regulatory provision (if any)	The Preparation Methodology outlines the analysis discussion of the micro-economic environment where the PPP project is to be conducted on the first hand under Section 1 on the “Project Context.” It further stresses the importance of analyzing the existing economic environment when deciding to conduct PPP projects in Section 2 on “Feasibility and Options.” Sections 4 & 5 under “Financial” and “Economic” Analysis of the Preparation Methodology also discuss this assessment.
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	CPMA Order No 2015 / 8-221 on Aug. 24, 2015 MARKET INVESTIGATION AND PRIVATE PRINCIPAL INITIATIVE PROJECT COMMUNICATION PLAN FOR SECTOR PARTNERSHIP METHODOLOGICAL RECOMMENDATIONS http://www.ppplietuva.lt/wp-content/uploads/2015/08/VI-metodika.pdf [hereinafter “Market Analysis Methodology”] stress the importance of researching market interest before initiating a PPP project and includes different components of this analysis. Moreover, the Preparation Methodology outlines the analysis discussion of the micro-economic environment where the PPP project is to be conducted on the first hand under Section 1 on the “Project Context.” It further stresses the importance of analyzing the existing economic environment when deciding to conduct PPP projects in Section 2 on “Feasibility and Options.” Sections 4 & 5 under “Financial” and “Economic” Analysis of the Preparation Methodology also discuss this assessment.
Is the assessment done in practice?	Yes
Details:	It is a mandatory part of an investment project, and CPMA does not approve projects without such analysis.
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	Article 3 of the Law on Environmental Impact Assessment for Planned Economic Activity No. I-1495 provides, “2. Environmental impact assessment shall be conducted when a proposed economic activity is included in the List of the Proposed Economic Activities Subject to an Environmental Impact Assessment, where it transpires in the course of screening of the proposed economic activity (hereinafter referred to as “screening”) that the proposed economic activity must be subject to an environmental impact assessment on an obligatory basis, or in the case indicated in subparagraph 3 of paragraph 1 of Article 7 of this Law.”
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	The Manual for Environmental Impact Assessment in Lithuania http://www.am.lt/VI/en/VI/files/0.740565001014724261.pdf provides guidance on components of such screening process.
Is the assessment done in practice?	Yes
Details:	This is in application of regulatory provisions and to better prepare PPP projects.
12.8. Consultation process with affected communities on potential impact of the PPP project	Yes

Relevant legal/regulatory provision (if any)

According to the Market Analysis Methodology, which CPVA follows, Chapter II provides:

If the market research shows that the identified problem could be solved when implementing the PPP, it is recommended that the public entity prepare the initiated PP communication plan. The communication plan is being prepared to ensure effective internal and external communication, which begins at the stage of initiation of the PPP and ends with the implementation of the PPP contract.

The purpose of the communication plan is clear, consistent and timely communication with all stakeholders to ensure the smooth preparation and implementation of the PPP. The aim of the communication plan is to:

- Ensure equal understanding of the parties involved in the PP on the content and objectives of the communication
- A unified and correct process for communicating the results to all interested parties;
- Ensure transparency of the PPP development process and clear communication of objectives of the PPP, as well as timeliness and goals, and appropriate presentation of information, to form a favorable stakeholder approach to the project and ensure their interest in the implementation of the PPP.

1. Stakeholders

The public entity is responsible for the effective and appropriate communication plan

Communication. It is important that communication is appropriate and effective for the public entity to be appropriate and effective not only to inform the public about the initiated PPP and its benefits, but also to create a favorable environment for PPPs Implementation. Therefore, a public entity has to be identified before the communication plan is developed

Interested parties. Below, Table 1 of the Guidelines highlights potential stakeholder groups

And their interests.

The same Chapter II.1 follows:

Identifying stakeholders is important to ensure cooperation with them.

Collaboration with all stakeholder groups has an influence on the knowledge of stakeholder groups with the implementation of the PPP, which allows stakeholder groups to better understand the objectives of the PPP. However interest groups often have different interests; therefore, in developing a communication plan, it is important to take into account the interests of all stakeholders in order to bring them in line.

2.3. At this stage, the public entity is the owner / participant of the communication.

Other communication participants: Ministry of Finance of the Republic of Lithuania, CPVA and IL.

Communication in the third stage

Other stakeholder groups referred to in paragraph 2.1 of the Guidelines are also

	<p>involved.</p> <p>The main communication stakeholder groups in the third stage could be: public procurement Participants.</p> <p>Other communications of the third stage interested groups could be: the society, the media.</p>
<p>Is there a specific methodology for the assessment?</p>	<p>Yes</p>
<p>If yes, please elaborate</p>	<p>According to the Market Analysis Methodology, Chapter II provides:</p> <p>If the market research shows that the identified problem could be solved</p> <p>When implementing the PPP, it is recommended that the public entity prepare the initiated PPP communication</p> <p>The plan. The communication plan is being prepared to ensure effective internal and external communication, which begins at the stage of initiation of the PPP and ends with the implementation of the PPP contract.</p> <p>The purpose of the communication plan is clear, consistent and timely communication with all Stakeholders to ensure the smooth preparation and implementation of PP.</p> <p>The aim of the communication plan is to:</p> <p><input type="checkbox"/> Ensure equal understanding of the parties involved in the PPP on the content and objectives of the communication</p> <p>A unified and correct process for communicating the results to all interested parties;</p> <p><input type="checkbox"/> Ensure transparency of the PPP development process, clear communication of objectives of the PPP, as well as timeliness and goals, and appropriate presentation of information, to form a favorable stakeholder approach to the project and ensure their interest in the implementation of the PPP.</p> <p>1. Stakeholders</p> <p>The public entity is responsible for the effective and appropriate communication plan</p> <p>Communication. It is important that communication is appropriate and effective for the public entity to be appropriate and effective not only to inform the public about the initiated PPP and its benefits, but also to create a favorable environment for PPPs</p> <p>Implementation. Therefore, a public entity has to be identified before the communication plan is developed</p> <p>Interested parties. Below, Table 1 of the Guidelines highlights potential stakeholder groups</p> <p>And their interests.</p> <p>The same Chapter II.1 follows:</p> <p>Identifying stakeholders is important to ensure cooperation with them.</p> <p>Collaboration with all stakeholder groups has an influence on the knowledge of stakeholder groups with the implementation of the PPP, which allows stakeholder groups to better understand the objectives of the PPP. However</p>

	<p>interest groups often have different interests; therefore, in developing a communication plan, it is important to take into account the interests of all stakeholders in order to bring them in line.</p> <p>2.3. At this stage, the public entity is the owner / participant of the communication.</p> <p>Other communication participants: Ministry of Finance of the Republic of Lithuania, CPVA and IL.</p> <p>Communication in the third stage</p> <p>Other stakeholder groups referred to in paragraph 2.1 of the Guidelines are also involved.</p> <p>The main communication stakeholder groups in the third stage could be: public procurement Participants.</p> <p>Other communications of the third stage interested groups could be: the society, the media.</p>
Is the assessment done in practice?	Yes
Details:	It is a mandatory part of an investment project, and CPMA does not approve projects without such analysis.
13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 24.2 clause 3 and 8 of Public Procurement Law, the procedure of the suppliers' qualification assessments and the criteria of the tender assessments must be in the procurement documents. Contributors moreover confirm that this provision serves as a basis for all feasibility assessments being identified in advance accordingly.
and specify which of the assessments are included in the request for proposals and/or tender documents:	All assessments must be identified in advance based on the Public Procurement Law.
13.1. Are the assessments published online?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
specify the website	n/a

please specify which of the assessments are published online:	n/a
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 24(2)(9) of the Public Procurement Law stipulates, “[T]ender documents shall provide with contract conditions and draft contract if it is prepared.” In addition, CPMA, which prepared Annex 5 of the “Partnership Agreements” as part of its Methodological Documents serves as a standard contract.
If no, please elaborate	n/a
14.1. Are the tender documents published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 23.1 of the Public Procurement Law provides, “Notices (prior information notices, contract notices, contract award notices, notices of the results of a design contest, notices for voluntary ex ante transparency) shall be published in the Official Journal of the European Union and announced in the Central Portal of Public Procurement. Prior information notices may be published on the website of the contracting authority in the specially assigned section after sending to the European Commission a notification of the intent to announce the notice in such a form. Date of dispatch of the notice to the European Commission must be indicated in the notice published on the “buyer profile”.”
and please specify the website:	https://pirkimai.eviesiejipirkimai.lt/login.asp?B=ppo and website of contracting authority (state or municipal authority)
15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	Yes
If yes, please specify and provide a government- supported website where the mentioned standards are available or provide an electronic copy of them:	Refer to the Partnership Agreement as the model contract, available at http://www.ppplietuva.lt/teisine-metodine-informacijametodiniai-dokumentai/metodiniai-dokumentai/?lang=en
16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or	No

other Government entity)	
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	According to Article 13.4 of the Partnership Agreement, “On request of the Private entity or the Investor, the Public entity, in accordance to its competence indicated in legal acts, or if indicated in the Agreement, must as soon as possible, but no later than 10 (ten) Business days (except cases when other periods are indicated in the Agreement) issue the approvals, arrangements, permits, authorizations and/or licenses to the Private entity needed for the fulfillment of rights and obligations under the Agreement, if the Private entity’s right to acquire these arrangements, permits, authorizations and/or licenses or the right is provided in legal provisions or Agreements and all necessary information and documents were presented to the Public entity.” This implies a cooperative obligation on the procuring authority with the private partner that is to be identified in the partnership agreement, but no sole obligation can be inferred. Furthermore, Law No. I-1120 of Republic of Lithuania on Land Planning issued December 12, 1995, https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/dde75b13095011e78dacb175b73de379?jfwid=wny8rfncr but no sole obligation on either partner can be identified
16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	According to Article 13.4 of the Partnership Agreement, “On request of the Private entity or the Investor, the Public entity, in accordance to its competence indicated in legal acts, or if indicated in the Agreement, must as soon as possible, but no later than 10 (ten) Business days (except cases when other periods are indicated in the Agreement) issue the approvals, arrangements, permits, authorizations and/or licenses to the Private entity needed for the fulfillment of rights and obligations under the Agreement, if the Private entity’s right to acquire these arrangements, permits, authorizations and/or licenses or the right is provided in legal provisions or Agreements and all necessary information and documents were presented to the Public entity.” This implies a cooperative obligation on the procuring authority with

	<p>the private partner that is to be identified in the partnership agreement, but no sole obligation can be inferred. Additionally, Law No. I-1495 on the Republic of Lithuania Proposed Economic Activity Environmental Assessment Law issued August 15, 1996, define the scope of the law that includes “economic activity”, in which PPP infrastructure projects fall under, and defines the “responsible authority” with regards to environmental assessments as the government authorities in Article 5.1.1 and obligates it to conduct this assessment for public tenders in Article 6.1.2. In addition, Chapter II of this law identifies the process of such assessment and the stakeholders that are included. No explicit obligation on the procuring authority could be inferred.</p>
16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	<p>According to Article 13.4 of the Partnership Agreement, “On request of the Private entity or the Investor, the Public entity, in accordance to its competence indicated in legal acts, or if indicated in the Agreement, must as soon as possible, but no later than 10 (ten) Business days (except cases when other periods are indicated in the Agreement) issue the approvals, arrangements, permits, authorizations and/or licenses to the Private entity needed for the fulfillment of rights and obligations under the Agreement, if the Private entity’s right to acquire these arrangements, permits, authorizations and/or licenses or the right is provided in legal provisions or Agreements and all necessary information and documents were presented to the Public entity.” This implies a cooperative obligation on the procuring authority with the private partner that is to be identified in the partnership agreement, but no sole obligation can be inferred</p>
16.4. Obtaining the required land: Procuring authority (or other Government entity)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No

Relevant legal/regulatory provision (if any)	<p>According to Art. 151(1) of the Investments Law provides, “Under a general government and private entities’ partnership agreement, a general government entity shall authorize a private entity to carry out the activities specified in paragraph 3 of Article 152 of this Law, to manage and use the state-owned or municipal assets required for carrying out these activities and shall undertake to pay to the private entity remuneration for the activities carried out...” And according to Art. 152(5) of the Investments Law, which provides, “[W]hen for carrying out the activity stipulated in the general government and private entities’ partnership agreement it is necessary to transfer to the private entity a plot of land attributed to state-owned or municipal immovable property or a state-owned or municipal plot of land required for creation of new assets, this land shall be leased to the private entity for the period of validity of the general government and private entities’ partnership agreement without an auction. The state-owned or municipal plot of land which is necessary, in accordance with the requirements of the general government and private entities’ partnership agreement, for the creation of the new assets or that is occupied, under this agreement, by the newly created assets may not be sold or otherwise transferred to the private entity within the period of validity of the partnership agreement.” And Art. 9 para. 3 of Law No . VIII - 729 on State and Municipal Property issued May 12, 1998 (Property Law) provides, “[sic][E]ntities have the right to make decisions related to state assets management, use and disposal, with the exception of decisions relating to the transfer of assets to other persons or rights in rem lien, if the law does not provide otherwise. The authority empowered to decide on the transfer of state property in trust state authority in its decision on the transfer of state property trust is entitled to determine other assets entrusted to the management, use and disposal conditions.” Additionally, according to Article 8.1 of the Partnership Agreement, “The Public entity undertakes to ensures, that the Public entity shall, no later than [indicate period, 10 (ten) days recommended]) Business days after concluding the Agreement, waiver the [indicate usage or any other lawful basis to manage] rights to manage the Land plot(s), also undertakes to complete all actions and make all efforts, so the Land plot(s) indicated in paragraph 3.2 of the Agreement is(are) leased to the Private Entity.”</p>
16.5. Obtaining the required right of way: Procuring authority (or other Government entity)	<p>Yes</p>
Private Partner	<p>No</p>
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	<p>No</p>
To be established in the contract	<p>No</p>
Relevant legal/regulatory provision (if any)	<p>In case of making available land, as previously mentioned, the right of way would be included. In other cases related to immovable property generally, a right to trust or lease is granted according to art. 15.4 of the Investments Law.</p>

PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	No
The bid evaluation committee members require sufficient qualification without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 16(2) of the Public Procurement Law stipulates that members of the Procurement Commission would be appointed taking into account their economic, technical and legal knowledge and must have impeccable reputation (not convicted for specific criminal offences, codex of ethics, and without any addiction ailments.)
The bid evaluation committee members are not required to have any specific qualifications.	No
Please elaborate and provide examples:	n/a
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Article 22(1) of the Public Procurement Law provides that procurement notice shall be published for any public tender (except for extraordinary cases when exceptions compliant with the EU procurement law for award of public contract without tendering are allowed). According to Article 23 of Public Procurement Law, notices (prior information notices, contract notices, contract award notices, notices of the results of a design contest, notices for voluntary ex ante transparency) shall be published in the Official Journal of the European Union, as well as in the supplement Informaciniai Pranešimai to the official gazette Valstybes zinios and in the Central Portal of Public Procurement.
19.1. If yes, is the public procurement notice published online?	Yes

If yes, please specify the website:	https://pirkimai.eviesiejipirkimai.lt/login.asp?B=ppo ; also on http://ted.europa.eu/TED/main/HomePage.do
20. Are foreign companies prohibited from participating in the bidding process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to the Article 28 of the Public Procurement Law, the procuring authority must fix a sufficient time limit for receipt of request to participate in tenders. The time limits shall be sufficiently long to give the potential bidders reasonable time for drawing up and submitting their requests to participate in tenders. When fixing the time limit, the procuring authority must take into account the complexity of procurement and the time required for drawing up the requests for tenders. The law specifies the minimum time limit for the submitting of request to participate in tenders according to the type of public procurement. To be more specific, in general the final time limits for submission of request to participate in tenders are:</p> <ul style="list-style-type: none"> - 52 days in the Open Procedure (Article 44). This is also the minimum time specify for Public Works Concessions as regulated by article 20.2 of the Concessions Law. - 40 days in the Restricted Procedure (Article 46); - 37 days in the Competitive Dialogue (Article 52); - 37 days in the Negotiated Procedure (Article 59). <p>Additionally, it is worth mentioning that depending on the procurement type, Article 44, Article 46, Article 52 or Article 59 provide the list of cases when the minimum time limit for receipt of request to participate in tender can be shortened.</p>
and the time in calendar days:	52
22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available	Yes
Default	No

Relevant legal/regulatory provision (if any)	According to Article 43.1 of the Public Procurement, “The number of tenderers in the open procedure shall be unlimited. The contracting authority shall evaluate the tenders submitted in compliance with the requirements set in the contract documents by all suppliers who meet the minimum qualification requirements.”
22.2. Restricted tendering (with pre-qualification stage): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>According to Article 45 of the Public Procurement Law:</p> <p>1. The contracting authority shall conduct the restricted procedures in two phases:</p> <p>1) following the procedure set forth in Articles 22 and 23 of this Law (general provisions on procurement and contract notices), the contracting authority shall publish the contract notice and, on the basis of the qualification criteria specified therein, select the candidates to be invited to submit their tenders;</p> <p>2) following the requirements set forth in the contract documents, the contracting authority shall examine, evaluate and compare the tenders submitted by the invited tenderers.</p> <p>2. Negotiations between the contracting authority and suppliers shall be prohibited in the restricted procedure.</p> <p>Articles 47-48 of the same Law discuss the pre-qualification stage procedures.</p>
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>According to Article 45 of the Public Procurement Law:</p> <p>1. The contracting authority shall conduct the restricted procedures in two phases:</p> <p>1) following the procedure set forth in Articles 22 and 23 of this Law (general provisions on procurement and contract notices), the contracting authority shall publish the contract notice and, on the basis of the qualification criteria specified therein, select the candidates to be invited to submit their tenders;</p> <p>2) following the requirements set forth in the contract documents, the contracting authority shall examine, evaluate and compare the tenders submitted by the invited tenderers.</p> <p>2. Negotiations between the contracting authority and suppliers shall be prohibited in the restricted procedure.</p> <p>Articles 47-48 of the same Law discuss the pre-qualification stage procedures.</p> <p>Contributors moreover confirm that multi-stage tendering may apply to any of the available tendering procedures.</p>
22.4. Competitive dialogue: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>According to Article 50 of the Public Procurement Law:</p> <p>1. Where the contracting authority considers that the use of the open or restricted procedure will not allow the award of a particularly complex contract, the latter may make use of the competitive dialogue provided that at least one of the following conditions is present:</p> <p>1) the contracting authority is not objectively able to define the technical</p>

	<p>requirements for the subject-matter of the contract in accordance with subparagraphs 2, 3 and 4 of paragraph 3 of Article 25 of this Law, capable of satisfying their needs or objectives;</p> <p>2) the contracting authority is not objectively able to specify the legal status or financial make-up of the subject-matter of the contract.</p> <p>2. A public contract shall be awarded by applying the competitive dialogue on the sole basis of the criterion of the most economically advantageous tender.</p> <p>3. The contracting authority may establish prizes and payments to participants in the competitive dialogue.</p> <p>Articles 52-54 of the latter Law further elaborate on the procedures of this dialogue.</p>
22.5. Direct negotiation with more than one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.6. Direct negotiation with only one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.7 Other. Specify:	No
Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 24 of the Public Procurement Law establishes that “In contract documents the contracting authority shall give comprehensive information about the contract conditions and award procedures (...) including among others the possibility of a pre-selection procedure and the tender opening and tender evaluation procedures.”
If no, please elaborate:	n/a
22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	Article 47.4 of the Public Procurement Law states, “when selecting candidates, the contracting authority shall apply only those selection criteria and procedure that are specified in the contract documents”.
22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	Article 3(1) of the Procurement Law sets that procurement procedures shall comply with principles of transparency, non-discrimination, and equality. Under the Lithuanian and European Court of Justice case law, these principles are imperative and mean that no deviations from criteria previously published are allowed during the subsequent tender procedures.
If no, please elaborate:	n/a
23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 27 of the Public Procurement Law provides the rules on how and when the procuring authority should respond to the interested parties or potential bidders who submitted questions to clarify the public procurement notice and / or the request for proposals.
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 27(3) of the Public Procurement Law provides, “[The] contracting authority, when submitting a response to the tenderer, submits the clarifications to any other tenderers who have joined the tender procedures, without disclosing the identity of the tenderer who submitted the request.”
23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	Contributors confirmed that this disclosure was always followed in practice and infringing such disclosure could result in void PPP agreements.
If no, please elaborate:	n/a
24. Besides questions and clarifications, can	Yes

the procuring authority conduct pre-bidding conference?	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	According to Article 27 of Public Procurement Law before the expiry of the time limit for the submission of tenders, the procuring authority may at its own initiative clarify (fine-tune) the contract documents. Contributors provided that procuring authorities use this basis to conduct pre-bidding conferences.
24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 27(6) of Public Procurement Law provides that the procuring authority shall prepare minutes of the meeting (conference) and disclose it to all participants. The minutes shall include all questions and answers discussed in the meeting (conference).
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	Contributors provided that in all cases all bidders received the same information.
If no, please elaborate:	n/a
25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The CPMA Methodological Documents include the Standard PPP Contract (Annex 5) (Partnership Agreement). In Section II on "Definitions of the Agreement and Interpretation" of the Partnership Agreement, a "financial activity model" is defined as being "prepared by the Investor and presented together with the Tender of the same name, in which the financing structure and conditions of financing of the Private entity, financially (economically) substantiated aims of investment, evaluation of the return on investment and other performance indicators are indicated." And Annex 1.3.3(a) to this Agreement addresses precisely the "Financial Activity Model."
If no, please elaborate:	n/a

26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 32 of the Public Procurement Law provides the rules on how the procuring authority has to evaluate the proposals. Article 39 of this Law provides, "The criteria on which the contracting authority shall evaluate tenders shall be..." and follows with providing such criteria.</p>
Evaluation criteria is not set in the tender documents	<p>No</p>
27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.	<p>No</p>
Please specify and provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	<p>Yes</p>
Please provide the relevant legal/regulatory provisions (if any):	<p>Article 39 of Public Procurement Law provides the procedures that the procuring authority must follow when only one proposal is submitted. Article 39 provides, "7. The contracting authority must, in accordance with the evaluation criteria and procedure established in the procurement documents, immediately evaluate the submitted bids of the bidders, in the event specified in Paragraph 8 of Article 32 of this Law, to verify the compliance of the supplier whose tender according to the results of the evaluation can be recognized as a winner to the minimum qualification requirements, to determine the queue of offers (except for cases when only one supplier is invited to bid or only one supplier offers) and the winning bid. The queue is determined by the reduction in the cost-effectiveness or the increase in prices."</p>

The procuring authority does not award a PPP contract if only one proposal is submitted.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions.	No
28. Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	According to Article 23 of the Public Procurement Law, “notices (prior information notices, contract notices, contract award notices, notices of the results of a design contest, notices for voluntary ex ante transparency) shall be published in the Official Journal of the European Union, as well as in the supplement Informaciniai pranešimai to the official gazette Valstybes zinios and in the Central Portal of Public Procurement.
28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	https://pirkimai.eviesiejipirkimai.lt/login.asp?B=ppo; http://ted.europa.eu/TED/main/HomePage.do
29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 41 of the Public Procurement Law provides, “the contracting authority shall as soon as possible, but not later than within five working days inform interested candidates and interested tenderers in writing of a decision reached concerning the award of the public contract or conclusion of a framework agreement, or admittance to a dynamic purchasing system, provide a summary of the relevant information referred to in paragraph 2 of this Article which has not been provided during the procurement procedure and indicate the established ranking of tenders, the successful tender and the exact period of deferment. The contracting authority must also indicate the grounds for any decision not to award the public contract or conclude the framework agreement or to recommence the procedure or implement the dynamic purchasing system.”
If no, please elaborate:	n/a
29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	Article 41(1) of the Public Procurement Law sets a requirement to provide all bidders who have submitted proposals to disclose information who was selected as a successful bidder and characteristics/relative advantages of the successful bid.
30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Article 94 of the Public Procurement Law:</p> <p>1. A supplier shall have the right to file a claim with the contracting authority, file a request or bring a lawsuit before court (with the exception of an action for nullification of a public contract):</p> <p>1) within 15 days from dispatch to suppliers of a written notice of the contracting authority of the decision adopted by it;</p> <p>2) within ten days (in the case of simplified procurement procedures – within five working days) from publication of a decision adopted by the contracting authority, where this Law does not require to give suppliers a written notice of the decisions adopted by the contracting authority.</p> <p>Article 2(22) of the same Law provides, “Deadline for the conclusion of a procurement contract (hereafter - deferral period) is a 15-day period starting from the date of dispatch of notification of the decision to conclude a procurement contract from the contracting authority to the interested candidates and interested parties during the day and during which a procurement contract can not be concluded.”</p>
and the time in calendar days:	15
30.1. Is the standstill period set out in the notice of intention to award?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Contributors confirmed that the dispatch to suppliers of a written notice of the contracting authority of the decision adopted by it includes the standstill period according to Articles 2(22) and 94 of the Public Procurement Law.
31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?	Yes
If yes, please provide the relevant	Article 18(3) of the Public Procurement Law prohibits negotiations with the selected bidders or any alterations after the contract has been awarded.

legal/regulatory provisions (if any):	
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	Yes
If yes, please specify:	Contributors confirmed that this restriction is always respected and that the infringement of imperative requirements of the Public Procurement Law would render subsequent contracts null and void, thus the restriction is respected in practice.
If no, please elaborate:	n/a
32. Does the procuring authority publish the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 18(11) of the Public Procurement Law imposes an obligation on contracting authorities to publish the successful bid, the signed public contract and any changes thereof online, at the Central Public Procurement Informational System (except for confidential information or such information publication of which could infringe laws, lawful commercial interests of suppliers, or would hinder competition).
32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes	No
Publication of the full PPP contract without including all its annexes and appendixes	Yes
Publication of a summary of the PPP contract without publishing the full PPP contract	No
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	No
Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	No

32.2. If yes, is it published online?	Yes
If yes, please specify the website:	https://www.cvpp.lt/
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 18(11) of the Public Procurement Law imposes an obligation on contracting authorities to publish the successful bid, the signed public contract and any changes thereof online, at the Central Public Procurement Informational System.
PPP Contract Management	
41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The Partnership Agreement provides for establishing a monitoring and evaluation system in each individual contract (Chapter X (Articles 27-29) of the Partnership Agreement under "Control of Performance of Obligations.") Article 27 of the Partnership Agreement provides, "27.1. The Public entity shall have the right to control how the Private Entity is performing its obligations under the Agreement, including the right to inspect, using its chosen means and costs."
41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team	Yes
Relevant legal/regulatory provisions (if any):	Sections 1.2. and 1.4. of PPP Projects Implementation and Management Guidelines (PPP implementation Guidelines) (Lithuanian version can be found at the following link: http://www.ppplietuva.lt/wp-content/uploads/2015/06/IV_VPSP_igyvendinimas_20130419.pdf) highlight the importance of the same PPP contract management team being involved in all stages of the PPP project implementation including project initiation, preparation, approval, procurement and implementation, and that the procurement team shall consist of a PPP project manager, PPP contract manager and other members. The composition of roles and the main functions of the procurement team are approved by the order of the Head of the PPP project implementing institution.
Participation of the members of the PPP contract management team in the PPP	Yes

procurement process and/or vice versa	
Relevant legal/regulatory provisions (if any):	Section 1.3.1 of the PPP Implementation Guidelines provide that the PPP contract management framework shall start to form from the private partner selection phase. At this time the team defines PPP contract terms and service specifications, which are also discussed and maintained in PPP contract management and performance monitoring requirements. Level of service quality and value for money for the PPP contract will depend on how effectively activities are organized, executed, and monitored. Partnership fees and the payments will depend on the quality of service, which will be compared with the requirements set for service specifications, service standards, and the like. Therefore, procedures will assess whether the service meets the specifications and standards, as well as discrepancies that effect partnerships agreements amounts of taxes to be practical and enforceable to both PPP contract parties. Moreover, procedures should be explained in the private partner selection documents.
Elaboration of a PPP implementation manual or an equivalent document	Yes
Relevant legal/regulatory provisions (if any):	Section 1.1 Table 1 of the PPP Implementation Guidelines provides that the contract management teams shall be authorized to develop selection documentation, including qualification requirements and to develop technical specifications.
Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	Yes
Relevant legal/regulatory provisions (if any):	Section 3.6 of the PPP implementation Guidelines provides, "Insufficient Risks should be monitored continuously throughout the project so that they can be managed in a timely and effective manner. A risk management plan must be drawn up that includes: <ul style="list-style-type: none"> • all identified risks; • details of risk elimination actions; • costs of risk elimination actions; • Critical data on risk elimination and management; • Liability for risk elimination. A risk register must be drawn up for the PPP project. At the time of implementation, this register must be used

	<p>Monitoring, ongoing review and filling. The risk register must include:</p> <ul style="list-style-type: none"> • Risk categories; • a risk profile; • probability of occurrence of risk; • risks; • Risk rating according to the potential impact on the service provided (high, medium, low); • risk control mechanism; • the time when risk is likely to occur; • the last date of the Risk Revision; • Risk-taking actions taken.”
<p>41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.</p>	No
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The PPP contract management team members are required to meet sufficient qualification without specific details.</p>	Yes
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	Sections 1.2. and 1.4. of the PPP implementation Guidelines generally provide that such a team shall consist of a PPP project manager, PPP contract manager and other members. The composition of roles and the main functions of the team are approved by the order of the Head of the PPP project implementing institution.
<p>The PPP contract management team members are not required to meet any specific qualifications.</p>	No
<p>Please elaborate and provide examples:</p>	n/a
<p>42. Does the procuring or contract management authority establish a system for tracking progress and</p>	Yes

completion of construction works under a PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any):	Chapter X (Articles 27-29) of the Partnership Agreement regulates the “Control of Performance Obligations” and gives the procuring authority the competence to, “27.1. The Public entity shall have the right to control how the Private Entity is performing its obligations under the Agreement, including the right to inspect, using its chosen means and costs and in accordance with the procedure set forth in the Agreement.” The Chapter follows with more details.
42.1. If yes, is the PPP contract construction performance information made available to the public?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.2. If yes, is the PPP contract construction performance information made publicly available online?	n/a
If yes, please specify the website:	n/a
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The Partnership Agreement provides for establishing a monitoring and evaluation system in each individual contract (Chapter X (Articles 27-29) of the Partnership Agreement under “Control of Performance of Obligations.”) Article 27 of the Partnership Agreement provides, “27.1. The Public entity shall have the right to control how the Private Entity is performing its obligations under the Agreement, including the right to inspect, using its chosen means and costs.” Section 1.1 Table 1 of the PPP Implementation Guidelines also provides for developing monitoring and control management indicators and systems.
43.1. If yes, which of the following tools does it include (check all that apply)? Performance is assessed against evaluation criteria set in the tender documents and the PPP contract	Yes

Relevant legal/regulatory provisions (if any)	The Partnership Agreement Annex 2 would embody technical specifications and penalties for not abiding by the set evaluation criteria, which would include, inter alia, reduction of availability payments.
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	Article 24.5 of the Partnership Agreement provides, “Any taxes, levies or other payments of any nature shall not be deducted from the payments made by the Public Entity to the Private Entity, except for the deductions according to the penalties scheme provided for in the Specifications. Deductions from the payments made by the Public Entity to the Private Entity cannot exceed the rate necessary to ensure payment to the Private Entity of the part of the respective Annual Remuneration M1, related to repayment of the loan granted by the Funder and payment of the interest.” The Partnership Agreement annexes include “Deduction mechanism” or “Payment Mechanism” that describe mechanism of how and when payments can be reduced due to non-performance. This non-payment mechanism is also identified as “zero availability - zero payment”.
The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions (if any)	Chapter X (Article 28.1) of the Partnership Agreement under “Control of Performance of Obligations” provides, “[T]he Private Entity shall provide the Public Entity information and allow for the possibilities to control its activity, related to the fulfillment of the rights and duties under this Agreement.” The Article further details such information, which includes financial statements and annual reports.
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	Article 28.1. of the Partnership Agreement provides, “The Private Entity shall provide the Public Entity information and allow for the possibilities to control its activity, related to the fulfillment of the rights and duties under this Agreement. Not later than within the terms indicated the Private Entity shall provide the Public Entity the following information: Set of financial statements and annual report approved by the Private Entity body and audited by an independent auditor and the auditor’s report on them .” And according to Section 1.5.1 of the PPP Implementation Guidelines, planning, information gathering, and analysis is an effective PPP contract management strategy. When planning a PPP contract management strategy it easier to determine what information is required in order to

	<p>successfully manage the PPP contract, and information gathering and analysis will clarify and improve the contract management plan and manage project risks. Properly planned and collected information helps to achieve: PPP contract management team members understand the legal and economic project context; all project risks are identified and constantly adjusted to set down and subject to its control and mitigation techniques.</p>
The PPP contract performance information must be available to the public	No
Relevant legal/regulatory provisions (if any)	n/a
43.2. Is PPP contract performance information made publicly available online?	No
If yes, please specify the website:	n/a
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Partnership Agreement Chapter XI on "Transfer of Rights and Obligations" Article 30.2. provides, "The Private Entity shall not be entitled to transfer its rights and obligations under the Agreement without prior written consent of the Public Entity that shall not be unreasonably withheld by the latter. Consent for transfer of the rights and obligations under the Agreement can be granted to the Private Entity only for transfer of them to its affiliate or subsidiary over which the Private Entity can make decisive influence directly as it is defined in Article 5 of the Law on Companies of the Republic of Lithuania; it should be ensured by an agreement that these prerequisites will be met during the whole term of validity of the Agreement and not less than 3 (three) months after the end of validity of the Agreement."

45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).	<p>No</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>
Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 30.3 of the Partnership Agreement provides, "Apart from the cases set forth in paragraph 32.2 and paragraph 34.2 of the Agreement the Private Entity shall be entitled to transfer its rights and obligations under the Agreement or shares of the Private Entity or the part of them if: 30.3.1. The new Investor meets the qualification requirements set forth in the Purchase conditions for the part of not fulfilled Agreement; 30.3.2. If due to restructuring of the Investor, including its takeover, merger or acquisition, all or part of the rights of the initial Investor shall be taken over by another economic operator that meets initial criteria of qualitative selection provided that other substantial changes of the Agreement are not necessary due to this that would require a new purchase to be organized."</p>
In other cases, flexibility to change the ownership structure and/or assign the contract.	<p>No</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>
46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	<p>Yes</p>

If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	The Partnership Agreement in Article 39.1 ensures the possibility of modifying the contract “provided that such amendments are consistent with public interests, do not change the substantial obligations of this Agreement (except the cases when it is directly allowed by the Agreement) and risk sharing between the Parties.”
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 39.2.1 of the Partnership Agreement permits such a change provided the conditions specified in Article 40 of this Agreement are met, and the nature of the contract does not change.
A change in the risk allocation of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the financial and/or economic balance of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis
A change in the duration of the contract.	No
If yes, please provide the relevant legal/regulatory/standard	n/a

rd contractual provisions (if any):	
A change in the agreed price or tariff.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Articles 39.2.2. and 39.2.3. of the Partnership Agreement provide, “39.2.2. if the value of specific Agreement amendment can be monetized and the value of such amendment does not exceed 10% of the Agreement value and procurement value limits fixed by the European Union Legislation, provided that such Agreement Amendment shall not change the general nature of the Agreement. In cases of few consecutive amendments, the value shall be counted regarding to the total value of such amendments, or</p> <p>39.2.3. if all the following conditions are fulfilled:</p> <ol style="list-style-type: none"> 1. the necessity to amend emerged because of the circumstances that could not have been anticipated by the Parties whose acts were careful and mindful; 2. the amendment shall not change the general nature of the Agreement; 3. the growth of annual remuneration shall not exceed 50% of the value of the Original Agreement. In case of few consecutive amendments, this limit is applied to the value of every amendment.”
46.3. Can the procuring authority unilaterally modify a PPP contract?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Articles 43, 44, 47 of the Partnership Agreement apply. Article 44.2 of the Partnership Agreement provides, “The Parties inability to meet the obligations under the Agreement or any part thereof due to force majeure circumstances shall exempt the Party from liability for non-performance of the relevant obligation or part of them, and it is not subject to any sanction if force majeure circumstances affecting country has made all possible efforts in order to reduce the damage of such circumstances and used all the necessary measures in order to fulfill its obligations under the Agreement. The circumstances, referred to in this Article shall prove the Party that could not execute obligations under the Agreement.”</p>
Material Adverse government action .	No
If yes, please provide the relevant legal/regulatory/standa	n/a

rd contractual provisions (if any):	
Change in the Law.	Yes
If yes, please provide the relevant legal/regulatory/standa rd contractual provisions (if any):	Article 42.2.6 of the Partnership Agreement details one of the substantial violations as, “[I]f the requirements of the legislation, which have been amended after the signing of the Agreement, have resulted in the activities undertaken by the Private Entity (Execution of Works or Service provisions) being unlawful or the execution of such activities become impossible or substantially complicated.”
Refinancing.	Yes
If yes, please provide the relevant legal/regulatory/standa rd contractual provisions (if any):	Section IX of the Partnership Agreement on “Payments,” precisely Article 26, provides, “26.1. The Private Entity shall have the right to change the financing sources or financing conditions provided for in the Financial Activity model if this increases return of investment with regard to risk undertaken by any of the Parties, except for the case set forth in paragraph 26.2, including liabilities in cases of the Agreement termination without fault on the Public Entity’s part.”
Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standa rd contractual provisions (if any):	<p>Article 20 of the Partnership Agreement provides,</p> <p>“20.1. The Private entity, at its own expense (i.e. not increasing the Annual remuneration), risk and liability may hire Sub-suppliers [If carried out for carrying out Work and/or] providing Services, except case indicated in paragraph 20.5, meeting the qualification requirements for Sub-suppliers indicated in annex [indicate annex No.] of the Purchase conditions indicated in annex 1 to the Agreement, after receiving a prior approval from the Public entity, which cannot be unreasonably withheld. Approval is not necessary in the case indicated in paragraph 20.5, also for Sub-suppliers, identified in the proposal of the Investor.</p> <p>20.2. Sub-suppliers must comply with the similar requirements [if carried out when carrying out Work or] providing Services, as the requirements for the Private entity for [if carried out Work and] Services in accordance to the Agreement.</p> <p>20.3. Sub-suppliers may be replaced by other economic entities, if:</p> <p>20.3.1. the replacing economic entities [if the winner of the Purchase was based on the capacity of the Sub-suppliers ensure at least similar resources and capacity as the resources and capacity committed by the Sub-suppliers being replaced, needed to complete the residual part of the Agreement and] comply with the requirements for Sub-suppliers, including qualification requirements, if at the time of Purchase the Private entity has based its compliance with the requirements indicated in the Purchase conditions on the qualifications of the relative Sub-suppliers, and</p> <p>20.3.2. The Private entity receives a prior written approval from the Public entity, which cannot be unreasonably withheld.”</p>
48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the	Yes

implementation of PPP contracts?	
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>When a foreign investor is concerned, Article 6 of the Investments Law would apply. This Article provides,</p> <p>“2. Disputes over the infringement of the rights and lawful interests of the investor/investors shall be settled according to the procedure established by the laws of the Republic of Lithuania. Disputes between foreign investor/investors and the Republic of Lithuania over the infringement of their rights and lawful interests (investment disputes) shall be considered, upon agreement between the parties, by the courts of the Republic of Lithuania, international arbitration bodies or other institutions.</p> <p>3. Investment disputes shall also be settled with due regard to the provisions of treaties. In the case of investment disputes, foreign investor/investors shall have the right to refer directly to the International Centre for Settlement of Investment Disputes.”</p> <p>And according to Article 52 of the Partnership Agreement, it gives supremacy to negotiations between the disputing parties and the alternative means they choose to settle their dispute. In the absence of such circumstances, a special commission is appointed in the manner detailed in both Partnership Agreements’ previously mentioned articles.</p>
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	No
If yes, please specify:	n/a
Local courts	Yes
Domestic arbitration	Yes
International arbitration	Yes
Investor-State Dispute Settlement (ISDS)	Yes
Mediation	Yes
Please provide the relevant legal/regulatory/standard contractual provisions (if any)	<p>When a foreign investor is concerned, Article 6 of the Investments Law would apply. This Article provides,</p> <p>“2. Disputes over the infringement of the rights and lawful interests of the investor/investors shall be settled according to the procedure established by the laws of the Republic of Lithuania. Disputes between foreign investor/investors and the Republic of Lithuania over the infringement of their rights and lawful interests (investment disputes) shall be considered, upon agreement between the parties, by the courts of the Republic of Lithuania, international arbitration bodies or other institutions.</p> <p>3. Investment disputes shall also be settled with due regard to the provisions of treaties. In the case of investment disputes, foreign investor/investors shall have the right to refer directly to the International Centre for Settlement of Investment Disputes.”</p> <p>And according to Article 52 of the Partnership Agreement, it gives supremacy to</p>

	<p>negotiations between the disputing parties and the alternative means they choose to settle their dispute. In the absence of such circumstances, a special commission is appointed in the manner detailed in both Partnership Agreements' previously mentioned articles.</p> <p>Additionally, Lithuania is a member state and party to the ICSID Convention since August 5, 1992, which serves as a basis for many Investor-State Dispute Settlement cases. Lithuania is also a contracting state to the New York Convention (UNCITRAL Convention on the Recognition and Enforcement of Foreign Arbitral Awards), a basis for international arbitration, which entered into force in Lithuania on June 12, 1995. Article 6.3 of the Investment Law provides that Investment disputes shall also be settled with due regard to the provisions of treaties. In the case of investment disputes, foreign investor/investors shall have the right to refer directly to the International Centre for Settlement of Investment Disputes."</p> <p>Finally, local courts remain competent to hear cases before it according to Articles 22(2) & 23 of the Lithuanian Civil Procedures Law.</p> <p>Moreover, the Lithuanian Law on Commercial Arbitration, which came into force on 2 May 1996 and was amended in June 2012 is based on the UNCITRAL Model Law. Article 4(5) states that the Law on Commercial Arbitration and definitions contained therein should be interpreted in the light of the 1985 UNCITRAL Model Law (the Model Law), with subsequent amendments and supplements.</p>
48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>Article 22(2) of the Civil Procedures Code provides, "2. Courts also hear cases in accordance with extraordinary legal proceedings and applications regarding acceptance and enforcement of judgements by foreign courts and arbitration courts in the Republic of Lithuania." And Article 23 provides, "Parties, upon their agreement, may transfer any dispute regarding a right to be resolved by the arbitration, except for disputes that, pursuant to laws, cannot be resolved by arbitration." Article 41 of the Law on Commercial Arbitration moreover provides, "1. An arbitral award shall take effect from the moment it is made and shall be enforced by the parties. 2. An arbitral award shall be deemed made from the date indicated in the arbitral award. 3. After the arbitral award takes effect, the same parties to the dispute shall not have the right to state a further claim regarding the same subject and on the same grounds. 4. An arbitral award shall be a document subject to enforcement, to be enforced from the moment of taking effect according to the procedure established in the Code of Civil Procedure."</p>
International arbitration	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>Article 26 of the Law on Commercial Arbitration provides, "1. An arbitral award or ruling on interim measures made in any other state may be recognised and enforced in the territory of the Republic of Lithuania.</p> <p>2. A party's request to recognise and allow enforcement of the foreign arbitral award or ruling on interim measures shall be submitted to the Court of Appeals of Lithuania. The content of this request shall be subject mutatis mutandis to the provisions of Article 51.2 of this Law." Article 51 of this Law moreover provides, "1. An arbitral award made in any state – a party to the 1958 New York Convention on</p>

	<p>the Recognition and Enforcement of Foreign Arbitral Awards shall be recognised and enforced in the Republic of Lithuania according to the provisions of this article and the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.” Lithuania is also a contracting state to the New York Convention (UNCITRAL Convention on the Recognition and Enforcement of Foreign Arbitral Awards), a basis for international arbitration, which entered into force in Lithuania on June 12, 1995.</p>
Investor-State arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>Article 6.3 of the Investment Law provides that Investment disputes shall also be settled with due regard to the provisions of treaties. In the case of investment disputes, foreign investor/investors shall have the right to refer directly to the International Centre for Settlement of Investment Disputes.” Additionally, Lithuania is a member state and party to the ICSID Convention since August 5, 1992, which serves as a basis for many Investor-State Dispute Settlement cases. Article 26 of the Law on Commercial Arbitration provides, “1. An arbitral award or ruling on interim measures made in any other state may be recognised and enforced in the territory of the Republic of Lithuania.</p> <p>2. A party’s request to recognise and allow enforcement of the foreign arbitral award or ruling on interim measures shall be submitted to the Court of Appeals of Lithuania. The content of this request shall be subject mutatis mutandis to the provisions of Article 51.2 of this Law.” Lithuania is also a contracting state to the New York Convention (UNCITRAL Convention on the Recognition and Enforcement of Foreign Arbitral Awards), a basis for international arbitration, which entered into force in Lithuania on June 12, 1995.</p>
49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of	Yes

termination for failure to meet service obligations?	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 32 of the Partnership Agreement provides, "32.2. In case of the Private Entity's failure to perform or improper performance of its obligations under the Agreement and when this is deemed to be a material breach of the Agreement, the Funder, having regard to the conditions set forth in the Direct Agreement, shall be entitled to assign another entity for execution of the Agreement instead of the Private Entity and for performance of the obligations of the Private Entity towards the Funder."
50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 32 of the Partnership Agreement provides, "32.1. The Funder shall be entitled to use a step-in right, set forth in the Direct Agreement in accordance with the requirements and procedure set forth in the Direct Agreement as well as other rights of the Funder set forth in the Direct Agreement. The Public Entity cannot exercise actions contradicting the Direct Agreement. 32.2. In case of the Private Entity's failure to perform or improper performance of its obligations under the Agreement and when this is deemed to be a material breach of the Agreement, the Funder, having regard to the conditions set forth in the Direct Agreement, shall be entitled to assign another entity for execution of the Agreement instead of the Private Entity and for performance of the obligations of the Private Entity towards the Funder."
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a

rd contractual provisions (if any):	
Other.	No
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	The grounds would include, the termination of the contract determined by the circumstances which depend on the private entity or the investor, the termination of the agreement determined by the circumstances which depend on the public entity, and the termination of the agreement without the fault of the parties (due to force majeure). Section XVI of the Partnership Agreement regulates these grounds, where they could be due to the conduct of the public entity, private entity, or without the fault of the parties.
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Articles 45-48 of the Partnership Agreement apply. Article 45.1. of the Partnership Agreement provides, "If the Agreement is terminated on the basis set out in Article 411 because of the Investor or a Private entity fault or from circumstances within their control, the Public entity shall pay only compensation to the Private entity, which is calculated by the following formula:[specify formula, or if applicable, choose this $NK = FI + FG + NA - G - D - K - VN$." Article 46.1 of the Partnership [Agreement provides, "In the event the Agreement is terminated on the basis provided in Article 422 because of the fault of the Public entity [if it is or Assignor], the compensation to a Private entity is paid and is calculated by the following formula: $NK = FI + FG + KI + R \times k + NA + S - G - D - K$." Whereas Article 47.1. of the same Agreement provides, "In the event the Agreement is terminated on the basis provided in Article 433, the Public entity [if it is and Assignor] pays compensation to a Private entity, which is calculated by the following formula: $NK = FI + FG + KI + NA - G - D - K$."
Unsolicited Proposals	
34. Are unsolicited proposals in Lithuania: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	No
Explicitly allowed by the legal framework?	Yes

Not regulated by the legal framework, but do happen in practice?	No
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)	No
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	Article 13 of the Investments Law allows the submission of unsolicited proposals. And Art. 4 of the PPP Resolution as amended by Res. 767 of 2015 stipulates, "Private entities have the right to initiate (to propose to implement) (hereinafter - to initiate) new partnership projects or the partnership projects, planned to be implemented in accordance with the requirements established in Item 4 of the Rules, for which the investment project is not prepared by submitting the partnership project initiation proposal to the competent state or municipal institution (carrying out the assigned statutory functions)."
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	Amended Article 4 of the PPP Resolution provides the basis for unsolicited proposals but refers to the general rules of PPPs to apply, in terms of their assessment "to be implemented in accordance with the requirements established in Item 4 of the Rules, for which the investment project is not prepared by submitting the partnership project initiation proposal to the competent state or municipal institution (carrying out the assigned statutory functions)." Contributors confirmed that the proposal assessment stage for unsolicited proposals falls under the scope of this Article.
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority	No

follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Article 4 of the PPP Resolution, unsolicited proposals are implemented in accordance with the requirements, established in Item 4 of the Rules. Item 4 provides, "The implementation of the Partnership project must be provided in the applicable strategic action plans and (or) in the inter-institutional action plans, and (or) in the municipal medium or short-term strategic planning documents."</p> <p>Contributors confirm that unsolicited proposals, on this regulatory basis, are included amongst the existing government priorities. Moreover, and as applicable to all PPPs, in its SEIMAS OF THE REPUBLIC OF LITHUANIA RESOLUTION No XIII-82 ON THE PROGRAMME OF THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA issued December 13, 2016 Vilnius (approved by the Seimas)</p> <p>https://lrv.lt/uploads/main/documents/files/XVII%20Vyriausybes%20programa_EN20170112.pdf , the Government of the Republic of Lithuania, in Paragraph 217.5, emphasized its intention to integrate the public-private partnership model in the long-term planning of investment in state and municipal public services and infrastructure. And as set in the Programme of the Lithuanian Government, some PPP projects are considered to be a national and municipal priority, i.e. Vilnius Multifunctional Complex or Lithuanian airports concession.</p>
The procuring authority does not evaluate unsolicited proposals against existing government priorities.	No
Please elaborate and provide examples:	n/a
37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	Amended Article 4 of the PPP Resolution refers to the application of the general rules on PPP procurement with regards to unsolicited proposals.
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The general rules on procuring PPPs would apply according to amended Article 4 of the PPP Resolution.
and the time in calendar days:	52
39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.	No
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	No
39.3 Bid Bonus.	No
39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	No
39.5 Other.	No
Please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	n/a