

**OPEN DESIGN CONCEPT CONTEST FOR A COMPLEX ARRANGEMENT OF
PANERIAI MEMORIAL TO VICTIMS OF HOLOCAUST AND ALL VICTIMS OF
NAZISM**

TERMS AND CONDITIONS OF THE OPEN DESIGN COTEST

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I. INTRODUCTION

1. Paneriai Memorial to Victims of Holocaust and All Victims of Nazism (hereinafter referred to as Paneriai Memorial) is the site of the massacre and graves, where Nazis executed nearly a hundred thousand of people, mostly Jews, during 1941-1944. A large part of the bodies were burnt, other bodies remained buried on the site of the Memorial. By the number of people massacred here, Paneriai Memorial is the largest Holocaust site in Lithuania and is well known internationally. Members of the Local Lithuanian Detachment, Polish Armia Krajowa resistance movement, Red Army prisoners of war of different nationalities, member of anti-Nazi resistance movement and many others were among the victims of the Nazi occupation who perished in Paneriai Forest.

II. GENERAL PROVISIONS

2. The Vilna Gaon Jewish State Museum (hereinafter referred to as the Contracting Authority) invites participants to the open design contest for ideas design concept to arrange Paneriai Memorial to Victims of Holocaust and All Victims Nazism (hereinafter referred to as “design contest”). The design contest shall be carried out following the Public Procurement Law of the Republic of Lithuania (hereinafter referred to as the Public Procurement Law), order No. 97 of 25 February 2014 by the Environment Minister of Lithuania regarding Approval of Design Contest Rules, other relevant legislation and these Terms and Conditions.

3. The design contest is based on the principles of equal treatment, non-discrimination, mutual recognition, transparency and confidentiality.

4. The present Terms and Conditions of the design contest, as well as all clarifications and explanations shall be published together with the design contest notice in the Central Public

Procurement Information System (hereinafter referred to as CVPIS, Lithuanian abbreviation of the IS). **In order to receive contest documents, clarifications or explanations thereof, potential bidders shall register with CVP IS and accept the invitation to participate in the design contest. Registration with CVP IS is free at <https://pirkimai.eviesieji.pirkimai.lt>.** The design contest documents shall also be published on the CA website at www.jmuseum.lt. The Terms and Conditions of the design contest in English are provided in Annex No.5 (provided in separate file).

III. MAIN CONCEPTS AND OBJECTIVE OF THE DESIGN CONTEST

5. For the purposes of the design contest, the main concepts used in the procedure shall have meanings as follows:

5.1. **Supplier** is any economic entity that may be either a natural person or a private legal person, or a public legal person or any group of such persons, which is able to draw a design and submit it for the contest.

5.2. **Design (plan)** is a proposal drawn up under the Terms and Conditions contained herein, whereby a supplier proposes an idea how to arrange Paneriai Memorial to Victims of Holocaust and All Victims of Nazism.

5.3. **Bidder** means a supplier who entered a design for the design contest.

5.4. **Slogan** means a short sentence chosen by a bidder to describe the idea of the design. It shall consist of not more than three words and shall appear on all envelopes of the bid (outer envelope, first and second envelopes), as well as on all documents enclosed in the first envelope. The slogan used by the bidder shall be the same on all documents.

5.5. **Slogan cipher** is name of the bidder, address of the headquarters, telephone and fax numbers, documents to prove qualification. Slogan cipher is enclosed in the second envelope.

5.6. **Open design contest** means a procurement procedure open to all suppliers who are interested to participate and enter designs.

5.7. **Open design contest documents** means documents published by the Contracting Authority where the objective and procedures of procurement are described. These documents include a contest notice, an invitation to enter a bid, notifications and other documents and clarifications (explanations) to these documents.

5.8. **Objects of cultural heritage** means single objects or objects being part of a complex which are registered as immovable cultural property, i.e., structures or other immovable items which are present in land plots, parts of the plots, water and forest areas or parts thereof and which have valuable properties and, together with the territory assigned thereto, are or may be separate objects of rights in rem.

5.9. **Cultural monument** means cultural heritage objects of national significance.

5.10. **Immovable cultural property** means the whole of the valuable properties determining the significance of an object or site of cultural heritage and important for society as its cultural wealth, irrespective of the identity of the owner of the object or the site.

5.11. **Movable cultural property** means material creations and other objects, which are movable based on their designation and nature, hold cultural value and are listed in the State inventories of movable cultural property.

5.12. Other concepts used herein shall have the meaning as defined in the Public Procurement Law

6. Contracting Authority:

6.1. Name: Vilna Gaon Jewish State Museum

6.2. Address: Naugarduko g.10/2, 01309 Vilnius.

7. Top three successful bidders shall be awarded with prizes: I place winner with LTL 30,000; II place winner with LTL 20,000; and III place winner with LTL 10,000. There shall also be two to four incentive prizes, depending on the numbers of bidders who qualified but did not succeed; the incentive prize fund shall be LTL 10,000.

8. The objective of the design contest is to select an idea for complex arrangement of Paneriai Memorial as part of the implementation of the new renovation concept for the Memorial site. The purpose of the new concept is to set principles for renovation and adaption of the Paneriai Memorial site for visitors' needs by ensuring maximum preservation of the authentic features and minimal restoration of the lost constituents of the site, as well as to commemorate victims who perished here by providing for measures to ensure the preservation of the historical memory about the Holocaust in Paneriai during the first half of XX century.

9. E-mail for contacts: muziejus@jmmuseum.lt.

10. The design contest is open to all natural persons, legal persons or any groups if such persons. A group of economic entities acting under a joint activity agreement can also make an entry; it is not required for a group of economic entities to be a legal person in order to make an entry.

11. In the presence of unforeseen circumstances (e.g. procurement object becomes no longer needed, absence of funds to pay for the project), the Contracting Authority shall be entitled to terminate the design contest after obtaining consent thereto from the Public Procurement Office. In such case, no compensation shall be paid to competitors.

12. The design contest shall be deemed valid if there is at least one bid that has not been rejected.

13. Technical Specifications of the design contest are provided in Annex No.1.

IV. QUALIFICATION REQUIREMENTS FOR BIDDERS

14. To make an entry, bidders shall meet the following qualification requirements:

	Qualification requirements	Documentary proof
14.1.	A supplier who is a natural person or the head of the supplier which is a legal person or a general member (members) of a partnership entitled to enter into a transaction on behalf of the legal person or an accountant (accountants) or another person (persons) entitled to draw up and sign the supplier's accounting documents has (have) an unspent or unexpunged conviction or a judgment of conviction was passed and became effective against the supplier (legal person) within the past five years for participation in a criminal organisation, formation or being in charge thereof, for bribery, bribery of an intermediary, graft, fraud, use of a credit, loan or targeted support not in accordance with its purpose or the established procedure, credit fraud, tax evasion, provision of inaccurate data on income, profit or assets, failure to file a tax return or to submit a report or another document, acquisition or handling of the property obtained by criminal means, money or property laundering or a judgment of conviction was passed and became effective against the suppliers of other countries for the crimes defined in the legal acts of the European Union listed in Article 45(1) of Directive 2004/18/EC of the European Parliament and of	Extracts from court rulings, if any, or a certificate issued by the Information Technology and Communication Department of the Ministry of the Interior, or a document issued by the Register Centre following the procedure established by the Republic of Lithuania Government to certify joint data handled by competent institutions; or equivalent documents issued by a competent court of law and public administration institutions of a country where the bidder is registered or comes from which certify that the bidder is clear from any of the infringements quoted (original or a duly certified copy). Any of such documents shall be issued not more than 60 days before the deadline fixed for submission of bids. A document that has been issued earlier and have a longer validity period than the deadline fixed for submission of tenders shall be accepted.

	the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts.	
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15. Where the bidder is unable to present the documentary proof as the documents are not issued in the country concerned or where these do not cover all the cases specified above, they may be replaced by the declaration on oath; or, in the countries where there is not provision for declarations on oath, by a solemn declaration made by the bidder before a competent professional or trade body in the country of origin or the country where the bidder is registered.

16. Copies of documents shall be endorsed with the signature of the bidder or a person authorized thereby, and shall bear the words “True Copy” together with the title, name (first letter of the name), family name, date and stamp (if applicable).

17. Documentary proof of foreign bidders’ qualification shall be legalised following the Government of the Republic of Lithuania order of 30 October 2006 No.1079 re. Approval of Procedure for Legalisation and Certification of Documents with *Apostille*, and the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents.

8. In the event an entry is made by a group of economic entities, qualification requirements specified in point 14.1 shall be met and the adequate proof shall be provided by each individual member of the group. If the bidder intends to resort to third parties to make a submission, sub-suppliers shall also meet qualification requirements set out in par 14.1 above.

19. A group of bidders making an entry under a joint activity agreement shall provide a certified copy of such agreement.

20. The joint activity agreement shall outline obligations of each party to the agreement. It shall also contain provisions regarding appointment of the individual to represent the group of economic entities, i.e. a person to be contacted by the Contracting Authority regarding any issues arising during the evaluation phase or any information pertaining to evaluation of designs, award of prizes and payment of the award. The joint activity agreement shall provide for the joint liability of all parties for failure to respect obligations towards the Contracting Authority.

21. Where a bidder provides inaccurate or incomplete documents to be submitted together with the bid as listed above (i.e.: power of attorney to sign the request to participate in the design contest, joint activity agreement, contract performance guarantee) or is unable to provide any of such documents, the Contracting Authority shall request the bidder to provide missing information or supporting documents within a reasonable time which shall be at least 3 working days after the date when such request has been sent from the Contracting Authority. Where the bidder is unable to provide the missing information or supporting documents within the time specified by the Contracting Authority, the bid shall be rejected.

22. Where a bidder provides inaccurate or incomplete data on its qualification, the Contracting Authority shall, with due respect to the public procurement principles, request such bidder to provide additional data or explanations within reasonable time. The Contracting Authority shall be entitled to reject the bid, if the bidder’s qualification does not meet the requirements set in point 14 above, or if the bidder fails to clarify inaccurate or incomplete qualification data as requested by the Contracting Authority. Only those participants shall be allowed to proceed to the next stage of the procurement, whose qualification meets the requirements specified herein.

V. REQUESTS FOR CLARIFICATION OF CONTEST DOCUMENTS AND FOR INFORMATION ABOUT ANY CONTRACT AUTHORITY MEETINGS WITH COMPETITORS

23. The Contracting Authority shall provide clarifications and explanations of these Terms and Conditions, as well as any requests for clarification and responses to those requests using the tools of CVP IS.

24. Bidders shall use CVP IS tools to request the Contracting Authority to clarify or explain the design contest documents. The Contracting Authority shall have 4 days from the date of receipt to answer any written request, provided the request is submitted through CVP IS no later than 10 days before the deadline fixed for submission of bids. The answers from the Contracting Authority shall be communicated through CVP IS without disclosing the identity of the bidder who filed the request. **Only bidders who are registered with CVP IS shall get access to notifications and information from the Contracting Authority.**

25. Until the deadline for submission of bids, the Contracting Authority may initiate clarifications (explanations) or supplements to the design contest documents following a procedure outlined in the Public Procurement Law.

26. Where the Contracting Authority provides clarifications of the design contest documents less than 6 days before the deadline for submission of bids, or if it is unable to ensure that such clarifications reach every bidder no later than 6 days before the deadline for submission of bids, the Contracting Authority shall extend the deadline for a reasonable period of time allowing bidders to take such clarifications into account while preparing the bids. Notifications about each extension of the deadline for bids shall be published on CVP IS together with the relevant amendments of the design contest notice.

27. The Contracting Authority intends to organize a meeting with bidders for the purpose of clarifying the design contest documents. The date and venue of the meeting shall be communicated through CVP IS.

VI. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF BIDS

28. The bid and all supporting documents, including requests, notifications, enquiries etc., shall be drawn up and submitted in Lithuanian or English.

29. The deadline for submission of bids shall be **1 pm of 20//08//2014** at the address Naugarduko g.10/2, 01309 Vilnius, 2nd floor.

30. The Contracting Authority shall appoint an administrative employee to register the bids who, upon request, shall issue the bid registration certificate indicating the date and time of the receipt of the bid.

31. Bids shall be drawn up and submitted by ensuring their anonymity.

32. One bidder may enter only one bid.

33. Bidders shall bear all the costs in relation to the drawing up and submission of bids, and the Contracting Authority shall have no duty or obligation to cover those costs. The Contracting Authority shall not be liable and shall not undertake to cover the said costs notwithstanding the process and the outcome of the design contest.

34. The Contracting Authority shall not be liable for delayed post services or other unforeseen circumstances that may result in bids not being submitted or submitted with delay. The Contracting Authority shall register the delayed bids and shall return them to the bidder unopened.

35. Before the deadline for submission of bids, contestants may amend or withdraw their bids, of which they shall notify the Contracting Authority in writing before the deadline for submission of bids. The bid shall not be deemed amended or withdrawn, if such notification from the bidder arrived later than the deadline set for submission of bids.

36. The bid shall be submitted in two envelopes (packages) which have to be enclosed into one outer envelope (package).

37. The bidders shall present a sealed outer envelope (package) with only this information written on it:

37.1. Vilna Gaon Jewish State Museum (Naugarduko g.10/2, 01309 Vilnius);

37.2. slogan which consists of not more than three words (short description of the idea);

37.3. „Design Contest for a Complex Arrangement of Paneriai Memorial to Victims of Holocaust and All Victims of Nazism” and „Not to be opened until 1 pm of 20//08//2014 “;

37.4. where the outer envelope (package) is sent by post, the name and address of the Contracting Authority shall be written where the name and address of the bidder should normally appear.

38. The outer envelope (package) shall contain 2 envelopes (packages):

38.1. the first envelope shall be noted with the slogan, the word “Design” and the text „Not to be opened until 1 pm of 20//08//2014“;

38.2. the second envelope shall be noted with the slogan and the text “Slogan Cipher”.

39. In the first envelope (package) (“Project”), the contestant shall enclose the following:

39.1. master plan with territory arrangement solutions for the design contest, scale 1: 500;

39.2. the following three visualisations of Paneriai Memorial arrangements in panoramic frames (Annex No. 10 of Technical Specifications):

39.2.1. burners’ pits;

39.2.2. massacre pits;

39.2.3. commemoration site referred to in point 5.5 of the Technical Specifications;

39.3. Visitors centre:

39.3.1. plan (s), scale 1: 200;

39.3.2. facades scale 1: 200;

39.3.3. section scale 1: 200;

39.3.4. two visualisations: one of the entrance to Paneriai Memorial, the second of the interior of the building.

39.4. Explanatory letter containing justification of solutions offered for arrangement of Paneriai Memorial.

40. Solutions indicated in points 39.1-39.3 above shall be presented:

40.1. on 4 pads (1 m (h) x 0,7 m), the thickness of which may not exceed 2.5 mm;

40.2. on a CD (Annex No.13 of Technical Specifications).

41. The explanatory letter shall be presented in A4 format and on the CD referred to in point 40.2 above.

42. All documents contained in the first envelope shall bear the same slogan. All pads (upper left corner), the CD and the explanatory letter (A4 format) shall be marked with the bidder’s slogan which consists of not more than three words in Times New Roman; the height of fonts on pads shall be 5 (five) cm.

43. All documents referred to in points 39.1-39.4 of these Terms and Conditions shall be neatly put into the first envelope (package), **without identifying the name of the bidder neither on nor in the envelope**. Anonymity of the bidder must be ensured. Bids where the principle of anonymity is breached shall be rejected.

44. The second envelope (Slogan Cipher) shall contain the following documents:

44.1. cipher of the bidder’s slogan, to be presented by filling out the template appended to these Terms and Conditions as Annex No. 2: name of the contestant or group of contestants, if the bid is entered by a legal person; or name(s) and family name(s), if the bid is entered by a natural person; company code (if the bid is entered by the legal person); address of the headquarters, telephone and fax numbers, e-mail address. Where a bid is entered by a group of individuals acting under the joint activity agreement, they shall also provide **the Joint Activity Agreement or a duly certified copy thereof, together with the name and telephone number of their authorised representative**. Legal bodies shall also provide the names of **the author or authors**, together with their contact telephone numbers;

44.2. documentary proof that the bidder meets qualification requirements referred to in point 14 of these Terms and Conditions;

44.3. a copy of the power of attorney or other document (e.g., job description) which entitles a representative to sign the document with the slogan cipher on behalf of the bidder (applicable in cases where the bid signed by the authorised person, not the head of the company).

45. The documents and their annexes contained in the second envelope shall be stitched together and numbered. The thread on the back side of the last page of the documents in the second envelope shall be sealed with a slip of paper which shall bear the signature of the bidder or their representative and indicate the number of pages, name, last name and title (if applicable) of the bidder or their representative.

46. By entering a bid, the bidders shall guarantee that these Terms and Conditions have been read and that they agree to all the provisions herein.

47. The Contracting Authority shall not require a tender security.

48. Should the bidder present a design in breach of requirements set forth in this Section of the Terms and Conditions, the design shall be rejected.

VII. EVALUATION COMMITTEE, EXPERT EVALUATION, ANALYSIS, DISCUSSION AND SCORING OF BIDS

49. Envelopes (packages) containing designs shall be opened during the first meeting of the Evaluation Committee. The meeting shall take place on 20//08//2014 at Naugarduko g.10/2, Vilnius, and shall be open to all bidders who entered their bids.

50. Designs shall be evaluated by the Design Contest Evaluation Committee (hereinafter referred to as the Evaluation Committee). Voting rights shall be vested in the Committee members only, and any decisions shall be carried only in the meetings of the Evaluation Committee which shall be recorded in the minutes. The minutes shall contain information about the grounds justifying decisions, explanations and opinions of every member of the Committee. The minutes shall be signed by all members who are present at the Committee meeting. The minutes shall be taken by the secretary of the Committee, who shall be present at the Committee meetings without the right to vote.

51. After the opening of envelopes (packages) with designs, designs shall be put on public display and a public discussion shall be organized. The outcome of public discussions shall be recorded in the minutes. During the public discussion, members of the Committee shall not share their opinion about the designs. The designs shall be displayed on 25//08//2014 at Naugarduko g.10/2, Vilnius.

52. The Contracting Authority shall appoint experts (reviewers) (hereinafter referred to as "experts"), who shall be specialists capable of evaluating architectural, artistic, technological, monument protection, transport organisation or other specific aspects of the solutions offered, and who shall be responsible for the initial selection of designs by assessing whether they meet the Terms and Conditions herein. They shall analyse the designs and present their reviews in writing to the Committee. The reviews shall be of advisory nature. Every expert shall sign a declaration of impartiality and the statement of confidentiality.

53. The experts appointed by the Contracting Authority shall perform the expert review of the designs following the Terms of Reference provided by the Evaluation Committee. The Terms of Reference shall be the main document on which experts shall base their reviews. The Terms of Reference shall include the description of the procurement object and evaluation instructions. All experts shall be given identical Terms of Reference for expert evaluation and shall enjoy identical conditions necessary to perform the evaluation. The Terms of Reference for expert evaluation are appended to these Terms and Conditions as Annex No. 3.

54. Members of the Evaluation Committee shall make their evaluation in an objective manner, solely according to the Terms and Conditions of the design contest, reviews and advisory scores from the experts and by ensuring anonymity of the authors of designs entered for the contest. To this end, the chairperson, members, secretary and experts of the Committee shall sign a declaration of impartiality and a statement of confidentiality.

55. In the event members of the Evaluation Committee are related by close or extended family ties to any of the bidders, they shall notify this fact to the chairperson of the Committee before the meeting and shall resign from the Committee.

56. The Committee shall evaluate designs that meet the requirements set forth in the design contest documents in a closed session without the presence of bidders and experts.

57. Only anonymously entered designs shall be evaluated. The identity of the bidders shall be revealed to the Evaluation Committee only after the Committee has evaluated designs and decided on the three most successful designs.

58. The Committee shall announce the final evaluation score by taking account the design contest requirements and following evaluation criteria set forth in point 62 below.

59. A design may be rejected on the following grounds:

59.1. if it has been received after the deadline fixed by the Contracting Authority for submission of bids;

59.2. if it has been submitted breaching the principle of anonymity, i.e. the presentation of the design (information on and in the envelopes (packages) as well as the documents) allows to identify the bidder;

59.3. if the bid fails to comply with requirements set forth in the design contest documents and/or Technical Specification.

60. Winners of the design contest shall be three best designs entered by the bidders.

61. The design contest shall be deemed valid if there is at least one entry that complies with the requirements set forth in the design contest documents.

62. Accepted designs shall be scored according to the following evaluation criteria:

Evaluation criteria	Weight of criteria
Criterion 1: emotional effect/impact of the architectural and artistic solution (T1)	Y1=30
Criterion 2: preservation of the authentic historical features (T2)	Y2=40
Criterion 3: harmony of the solution with the natural and historical environment (T3)	Y3=30

63. The final score (T) of any design shall be calculated by adding scores given for individual criteria (T1, T2, T3).

$$T = T1 + T2 + T3$$

64. The scores of individual criteria shall be calculated by comparing R (the value of the specific criterion derived by adding up the scores from all members of the Committee and calculating the average) with the highest score given to that criterion Rmax and by multiplying the result by Y (criteria weight):

$$T1 = R1 / R1_{max} \times Y1;$$

$$T2 = R2 / R2_{max} \times Y2;$$

$$T3 = R3 / R3_{max} \times Y3;$$

65. Evaluation instructions are described in the paragraphs below. The instructions are only guidelines; thus, based on their knowledge and experience, members of the Committee may choose to take into account other aspects of designs that may not be mentioned in the description but are relevant to the criterion in question. Seeking to facilitate evaluation and to introduce uniformity into the interpretation of the scores, the scale of 100 points is divided into qualitative intervals: satisfactory (up to 50), good (from 51 to 80), excellent (from 81 to 100):

65.1. emotional charge of architectural and artistic solutions (R1)

Satisfactory (from 1 to 50 points). The architectural-artistic means used in the solution give little opportunity to visitors to feel and fully comprehend atrocities against humanity perpetrated on this territory. Proposals regarding the arrangement of the territory with its surviving authentic elements and new structures reveal only superficial, emotionally neutral information for visitors and

does not contribute to fostering the sense of moral responsibility for the the historical events that had taken place on this site.

*Good (from 51 to 80 points).*The architectural-artistic means used in the solution give a partial opportunity to visitors to feel and comprehend atrocities against humanity perpetrated on this territory. Proposals regarding the arrangement of the territory with its surviving authentic elements and new structures reveal information for visitors which is not comprehensive, but emotionally charged and fostering the sense of moral responsibility for the historical events that had taken place on this site.

*Excellent (from 81 to 100 points).*The architectural-artistic means used in the solution give an opportunity to visitors to feel and fully comprehend atrocities against humanity perpetrated on this territory. Proposals regarding the arrangement of the territory with its surviving authentic elements and new structures reveal comprehensive and emotionally charged information for visitors which contributes to fostering the sense of moral responsibility for the historical events that had taken place on this site.

By employing architectural-artistic instruments, the solution gives an opportunity for visitors to feel and perceive the cruel crimes against humanity committed on this site. Proposals regarding the arrangement of the territory with its authentic features and proposed new structures reveal comprehensive information about the historical events on this site which provokes emotions and contributes to the development of moral responsibility.

65.2. preservation of authentic historical features(R2)

Satisfactory (from 1 to 50 points). Proposal to arrange cultural values constituting the complex of the cultural monument which had been indicated in the Evaluation Certificate issued by the Immovable Cultural Heritage Council (Annex No. 2 of Technical Specification) and identified valuable features of the complex (massacre pits, extant canals and fragments thereof, old paths and the road, etc.) offers little possibility to preserve authenticity: 1) the depth and width of pits, slopes of embankments, extant supporting stone walls, 2) pits, road and paths identified in addition shall also be uncovered by means of clearing up the trees and removing the surface soil. Proposal on arhitectural means to be used for arranging burial places of other Nazi victims (preserved *in situ*) present in the Paneriai Memorial does not ensure a harmonious layout of all monuments in memoriam of victims of massacre that had already been erected in this territory.

Good (from 51 to 80 points). Proposal to arrange cultural values constituting the complex of the cultural monument which had been indicated in the Evaluation Certificate issued by the Immovable Cultural Heritage Council (Annex No. 2 of Technical Specification) and identified valuable features of the complex (massacre pits, extant canals and fragments thereof, old paths and the road, etc.) offers average possibilities to preserve authenticity: 1) the depth and width of pits, slopes of embankments, extant supporting stone walls, 2) pits, road and paths identified in addition shall also be uncovered by means of clearing up the trees and removing the surface soil. Proposal on arhitectural means to be used for arranging burial places of other Nazi victims (preserved *in situ*) present in the Paneriai Memorial only partialy ensures a harmonious layout of all monuments in memoriam of victims of massacre that had already been erected in this territory.

Excellent (from 81 to 100 points). Proposal to arrange cultural values constituting the complex of the cultural monument which had been indicated in the Evaluation Certificate issued by the Immovable Cultural Heritage Council (Annex No. 2 of Technical Specification) and identified valuable features of the complex (massacre pits, extant canals and fragments thereof, old paths and the road, etc.) offers maximu possibilities to preserve authenticity: 1) the depth and width of pits, slopes of embankments, extant supporting stone walls, 2) pits, road and paths identified in addition shall also be uncovered by means of clearing up the trees and removing the surface soil. Proposal on arhitectural means to be used for arranging burial places of other Nazi victims (preserved *in situ*) present in the Paneriai Memorial ensures a harmonious layout of all monuments in memoriam of victims of massacre that had already been erected in this territory.

65.3. harmony of solution with the natural and historical environment (R3)

Satisfactory (from 1 to 50 points). It is proposed to rearrange the natural environmental by means of restoring elements which had been destroyed by time, but: 1) the solution poorly preserves natural relief characteristics of the location, 2) not all artificial elements of the memorial are restored (pits/embankments, ditches/canals); 3) trees are to be cleared but only with little consideration of the current situation and needs.

Good (from 51 to 80 points). It is proposed to rearrange the natural environmental by means of restoring elements which had been destroyed by time, but: 1) the solution only satisfactorily preserves natural relief characteristics of the location, 2) all artificial elements of the memorial are restored (pits/embankments, ditches/canals); 3) trees are to be cleared but only with average consideration of the current situation and needs.

Excellent (from 81 to 100 points). It is proposed to rearrange the natural environmental by means of restoring elements which had been destroyed by time with the aim of: 1) preserving natural characteristics of the location, 2) restoring artificial elements of the memorial are restored (pits/embankments, ditches/canals); 3) clearing the trees by taking a good consideration of the current situation and needs.

66. The Evaluation Committee shall evaluate all designs which comply with the requirements set forth in the design contest documents, and shall rank them in the descending order of total scores. If necessary, the minutes of the Committee meeting shall also contain comments on the designs which require further clarifications from the bidders.

67. Envelopes with slogan ciphers to identify bidders shall be opened in another session of the Evaluation Committee. The Contracting Authority shall invite all the bidders who entered their bids to participate in this meeting by notifying them thereof no later than three days before the meeting. The invitation shall indicate the venue, date and time (hours and minutes) of opening the envelopes with slogan ciphers. It shall also note, that all bidders or representatives thereof who entered bids for the design contest can participate in the Evaluation Committee meeting. After opening of envelopes, the Committee shall announce to the participants of the meeting the ranking of designs and the corresponding slogan ciphers. The procedures of opening envelopes with slogan ciphers shall be recorded in the separate minutes.

68. After the opening of envelopes with slogan ciphers, the Evaluation Committee shall check if the bidders meet the qualification requirements set forth in the design contest documents. Compliance with qualification requirements shall be performed in the absence of the bidders.

69. If necessary, bidders may be invited to clarify some points in their design. Bidders shall provide such additional clarifications without altering the design. Clarification shall be submitted in writing using CVP IS tools.

70. Not later than within 3 (three) working days after the documentation of opening of envelopes with slogan ciphers and evaluation of compliance with qualification requirements, the Contracting Authority shall notify each and every bidder about the ranking of designs, and, for those whose design is not in the ranking, the reasons for rejection of their design.

71. The winners of the design contest shall be the three contestants who got the highest scores and met requirements of the design contest.

72. The Evaluation Committee shall make the final decision regarding the results of the design contest only after resolving complaints submitted by the bidders in writing (if any), but not earlier than 15 (fifteen) days after date when notification about the ranking has been sent to all the bidders. The final decision of the Committee shall be communicated in writing to the winners and other bidders no later than within 3 (three) working days after the date of the final decision by the Evaluation Committee.

73. The Evaluation Committee may decide not to award first place prizes if it believes that none of the designs are acceptable to the Contracting Authority in the light of the design contest aims as specified in the documents, despite the fact that they meet the formal requirements.

VIII. RESULTS OF THE DESIGN CONTEST

74. The first, second and third place winners together with two to four incentive prize winners shall become entitled to financial awards specified in point 7 of the design contest Terms and Conditions.

75. The Contracting Authority shall sign a copyright contract on the transfer of copyright with the winners of the design contest (a draft contract is attached as Annex No. 4 to the terms and conditions of the contest).

76. Designs which have not succeeded in the design contest shall be returned to the bidders within one month from the date of the final decision in this design contest. Where the bidders fail to reclaim their designs within the specified period of time, the Contracting Authority shall not be held responsible for any further safekeeping of the designs.

IX. LIST OF ANNEXES

Annex No. 1. Technical Specifications

Annex No. 2. Bidder's Slogan Cipher

Annex No. 3. Terms of Reference for Expert Evaluation of Bids Submitted by Suppliers

Annex No. 4. Draft Copyright Contract on Copyright Transfer

Annex No. 5. The Terms and Conditions of the design contest in English

Annex No. 1 to the Terms and Conditions of the Design Contest

TECHNICAL SPECIFICATIONS OF OPEN DESIGN CONTEST FOR A COMPLEX ARRANGEMENT OF THE PANERIAI MEMORIAL TO VICTIMS OF HOLOCAUST AND ALL VICTIMS OF NAZISM

I. INTRODUCTION AND THE STATUS QUO

1. Paneriai Memorial is the surviving place of massacre and cemetery of people, mostly Jews, executed by the Nazis from 1941 to 1944. A larger part of human remains were burnt in attempt to conceal criminal evidence, other remains were kept buried in this territory. In terms of the number of victims shot dead the Paneriai memorial is the largest place of Holocaust in Lithuania, also known on an international scale.

Paneriai forest was the place of killings of soldiers of the Lithuanian local military detachment, soldiers of the Armia Krajowa, prisoners of war of various nationalities of the Red Army, members of the anti-Nazi resistance movement and other victims of the Nazi occupational regime.

By Resolution No. 155 of 13 February 2008 of the Government of the Republic of Lithuania the place of massacre and cemetery in Paneriai (now known as Paneriai Memorial) was confirmed the status of a cultural monument of national importance. The territory of this cultural monument is within the boundaries of Vilnius City and covers an area of 46 ha.

In preparation for complex works aimed at arrangement of Paneriai Memorial, a land parcel was partitioned in the part of the complex's territory featuring pits, canals, old paths, the road and a larger part of other burial places with monuments in memorium (with an area of 18.9333 ha), which has been given to the Vilna Gaon Jewish State Museum under land trust (hereinafter referred to as the Gaon Jewish Museum). The remainder larger part of the territory of the complex having the status of a state forest is administered by Vilnius City Municipality. The territory put up for the contest is a part of the land parcel handed over to the Gaon Jewish Museum which has been partitioned and defined in Annex No. 1 to the Terms and Conditions of the design contest.

Due to the fact that Holocaust was perpetrated in Paneriai, this territory under Judaism and Jewish customs is attributable to the burial place of Jewish remains, hence, any large-scale works of land removal and new constructions in this territory shall not be allowed. Considering these circumstances, any activities aimed at a complex arrangement of Paneriai Memorial shall be linked to preservation and cultivation of an authentic environment, to a creative and competent approach to arrangement of objects and environment of the memorial.

The Gaon Jewish Museum by right of trust owns the building constructed in 1985 and currently hosting a museum exhibition titled "Paneriai, a Site of Massacre". The building is in a very poor physical condition below the contemporary needs. Therefore, the building is proposed to be demolished.

The current layout of Paneriai Memorial was developed in 1985 by architect Jaunutis Makariūnas. Solutions implemented during the Soviet times are below contemporary needs and shall be, therefore, also changed.

A total number of objects now present in the territory is 27 (Annex No. 5), but it is not a finite number of identified objects.

In the Paneriai Memorial site there is the so-called imprisonment pit of corpse burners' brigade preserved in its partially authentic shape which was used to keep prisoners of war who were forced by the Nazis to burn the remains of murdered victims in attempt to conceal their crime of massacre of innocent people. Archeological excavations have corroborated evidence given by survivors who were kept imprisoned in Paneriai about an underground tunnel which had been dug by these prisoners and used as an escape path from the imprisonment pit (see Annex No. 6).

The current system of asphalt paths allows walking around the existing massacre pits; the paths were laid under the 1985 design under the then available circumstances.

At present the territory of the Paneriai memorial can hardly accommodate larger flows of visitors: it does not have an administrative building, nor a hall for cultural-educational events, nor does it have other facilities which could be used for rendering services to the visitors. In addition, the territory of the Paneriai memorial lacks most of infrastructural elements, such as information stands and signposts directing towards pits, paths, barracks, canals, etc.

II. AIM OF THE CONTEST

2. Out of the bids submitted for the contest, the idea which is closest to the Terms and Conditions of the contest shall be selected to be used as the basis for the implementation of the arrangement of the Paneriai memorial complex.

III. TASK, CRITERIA AND REQUIREMENTS OF THE CONTEST

3. The task of the contest is to present an emotionally charged solution which would pay tribute to all victims of Holocaust and Nazism by way of preserving and arranging the surviving authentic elements of the place of massacre with the help of architectural, landscape management, artistic, museum and other tools. The proposed idea shall help a visitor of the memorial to feel and comprehend the tragic fate of victims of the historical period, nurture interest of a young generation in historical past and respect for every human being as a personality.

4. Evaluation criteria:

4.1. emotional effect/impact of architectural and artistic solutions (with the help of architectural and artistic means to provide an opportunity to visitors of the memorial to feel and fully comprehend atrocities against humanity perpetrated in this territory. The bids on arrangement of the territory with its surviving authentic elements and new structures shall focus, to the extent possible, on the provision to visitors with comprehensive and emotionally charged information which fosters a sense of moral responsibility for the historical events that had taken place here);

4.2. preservation of historical authentic elements (cultural values constituting the complex of the cultural monument which had been indicated in the Evaluation Certificate issued by the Immovable Cultural Heritage Council (Annex No. 2 of Technical Specification) and identified valuable features of the complex (massacre pits, surviving canals and fragment thereof, old paths and the road, etc.) shall be arranged in such a way as to preserve authenticity to the extent possible: 1) the depth and width of pits, slopes of embankments, surviving supporting stone walls, 2) pits, road and paths identified in addition shall also be uncovered by means of clearing up the trees and removing the surface soil. Proposal on architectural means to be used for arranging burial places of other Nazi victims (preserved *in situ*) present in the Paneriai memorial in such a way as to ensure a harmonious layout of all monuments in memoriam of victims of massacre that had already been erected in this territory);

4.3. harmony of solutions with the natural and historical environment (the natural environment shall be rearranged by means of restoring elements which had been destroyed by time with the aim of: 1) preserving natural relief characteristics of the location, 2) restoring artificial elements of the memorial, such as pits/embankments, ditches/canals, fireplaces, 3) trees shall be cleared as required by the current situation and needs).

5. To complete the task, bidders shall be required:

5.1. to combine into a harmonious unity all monuments to Holocaust victims built in various historical periods by appropriately arranging memorial signs already erected to other victims of the Nazi regime;

5.2. when submitting architectural/artistic solutions, to indicate the following:

5.2.1. surviving fragments of the old road along which victims were taken to massacre sites;

5.2.2. identified massacre pits and surviving ditches/canals or fragments thereof;

- 5.2.3. imprisonment pit of corpse burners' brigade;
- 5.2.4. place of the escape tunnel of the corpse burners' brigade;
- 5.2.5. known locations of fireplaces used to burn the remains of exhumed executed victims;
- 5.3. to propose a concept for arrangement of green areas;
- 5.4. to propose a solution for the Visitors' Centre with premises for museum displays, for cultural and educational events, information centre, cafe and administrative building presented with the help of interactive state-of-the-art technologies; the Visitors' Centre shall be located in or near the territory of the current parking lot (Programme for the Visitors' Centre attached as Annex No. 11);
- 5.5. to propose solutions for the arrangement of the main monument for Holocaust victims. The area around this monument is used (and is planned to be used) for hosting events of national importance in commemoration of the victims of Holocaust (e.g. commemorative events to mark the date of Jewish genocide of Lithuania and the commemorative event on 23 September, etc.) as well as other visits by highest-level foreign state representatives paying tribute to the victims;
- 5.6. to foresee a parking place for vehicles of visitors to Paneriai Memorial, and a public transport stop for visitors coming by means of public transport;
- 5.7. to propose a network of paths stretching alongside the fragments of the historical road and path;
- 5.8. to plan lighting system of paths, objects and the entire territory.

6. The following annexes shall be attached to the Technical Specifications:

- Annex No. 1 Topographic picture marking the boundaries of the land parcel and the boundaries of the territory put up for the contest, including scanned archaeological data (dwg and pdf); scheme (jpg);
- Annex No. 2 Evaluation Certificate issued by the Immovable Cultural Heritage Council (pdf), a map of the territorial boundaries of Paneriai Memorial with indicated elements of the cultural monument and valuable features (pdf), as well as additional information about marked objects (word);
- Annex No. 3 An outline of 1944 (jpg);
- Annex No. 4 Certificate about the number of people murdered in Paneriai (pdf);
- Annex No. 5 A scheme with marked objects (pdf);
- Annex No. 6 The findings of the archaeological research of the corpse burners' pit (pdf);
- Annex No. 7 Bibliographic material with references to historical sources (word), the workshop material (word), memories (word);
- Annex No. 8 Historical photographs, reference to historical photographs (word);
- Annex No. 9 Information film about Paneriai Memorial, reference to Memorial (word);
- Annex No. 10 Panoramic photographs for visualisation purposes (jpg), additional photographs (word);
- Annex No. 11 Programme for the Visitors' Centre (word);
- Annex No. 12 Concept of the Arrangement of Paneriai Memorial (word);
- Annex No. 13 Requirements for digital materials of the contest (word).

Annex No. 2 to the Terms and Conditions of the Design Contest

(Slogan Cipher)

BIDDER'S SLOGAN CIPHER IN AN OPEN DESIGN CONTEST FORA COMPLEX ARRANGEMENT OF THE PANERIAI MEMORIAL TO VICTIMS OF HOLOCAUST AND ALL VICTIMS OF NAZISM

(day) (month) 2014

Bidder's slogan	
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Data about the Bidder:

A full legal title (first and last name of a natural person) (if the bid is entered by a group of economic entities, names of all economic entities and the obligatory data listed below shall be given)	
Enterprise (personal) code	
VAT payer's code (if applicable)	
Address, postal index	
Internet website (if applicable)	
e-mail address:	
Telephone:	
Fax (if applicable)	
Name of the bank	
Bank code	
Type and number of the account	

1.1 A list of documents submitted by the Bidder:

No.	Document title	Number of pages

1.2 Bidder's declaration: I, the undersigned, hereby certify that the data and information submitted in the design and application is true and correct:

First and last name of the head of the bidder's company	
Title	
Signature and stamp (if applicable)	
Legal persons shall indicate the author(s) of the design and their contact telephone numbers	
Date and place	

Annex No. 3 To the Terms and Conditions of the Design Contest

_____ (name and legal form of the Contracting Authority, registered seat, contact information (telephone and fax numbers, e-mail address, other relevant information), name of the register in which data are filed and stored, code of the Contracting Authority)

To Expert _____
(First and last name of the expert)

TERMS OF REFERENCE FOR EXPERT EVALUATION OF BIDS SUBMITTED BY SUPPLIERS

(_____ No. _____)
Vilnius

1. Title of the procurement: open design contest for a complex arrangement of Paneriai memorial to victims of Holocaust and all victims of Nazism. Procurement number:

2. Terms of Reference for expert evaluation is the main document to be used by an expert as the basis for evaluation. All experts shall be given identical terms of reference for expert evaluation and shall enjoy identical conditions necessary to perform the evaluation.

3. The object of the expert evaluation are the bids submitted in an open design contest for a complex arrangement of Paneriai memorial to victims of Holocaust and all victims of Nazism. The description of the object to be evaluated has been given in the documentation of an open design contest for a complex arrangement of Paneriai memorial to victims of Holocaust and all victims of Nazism.

4. The aim of expert evaluation is to help the Evaluation Committee to select the winners of 1-3 places on the basis of the procurement objectives stipulated in the conditions of the design contest.

5. An expert shall perform evaluation on the basis of the following criteria:

No.	Criterion	Requirements to characteristics related to the evaluation criterion or desirable features of characteristics
1.	Emotional effect/ impact of the architectural-artistic solutions	With the help of architectural and artistic means to provide an opportunity to visitor of the memorial to feel and fully comprehend atrocities against humanity perpetrated in this territory. Proposals on arrangement of the territory with its surviving authentic elements and new structures shall focus, to the extent possible, on the provision of comprehensive and emotionally charged information to visitors and fostering of the sense of moral responsibility for the historical events that had taken place here.
2.	Preservation of authentic historical elements	Cultural values constituting the complex of the cultural monument which had been indicated in the Evaluation Certificate issued by the Immovable Cultural Heritage Council (Annex No. 2 of Technical Specification) and identified valuable features of the complex (massacre pits, surviving canals and fragment thereof, old paths and the road, etc.) shall be arranged in such a way as to preserve authenticity to the extent possible: 1) the depth and width of the pits, slopes of embankments, extant supporting stone walls, 2) pits, road and paths identified in addition shall also be uncovered by means of clearing up the trees and removing the surface soil. Proposal on architectural means to be used for arranging graves of other Nazi victims (preserved <i>in situ</i>) present

		in Paneriai Memorial in such a way as to ensure a harmonious layout of all monuments in memoriam of victims of massacre that had already been erected in this territory).
3.	Harmony of solutions with the natural and historical environment	The natural environmental shall be rearranged by restoring elements destroyed by time with the aim of: 1) preserving natural relief characteristics of the location, 2) restoring artificial elements of the memorial, such as pits/embankments, ditches/canals; 3) trees shall be cleared as required by the current situation and needs.

For information purposes, free access to all submitted bids will be provided at ___:___(hour : min) on (day) _____(month) 20__ at address: _____.

INSTRUCTION FOR EXPERT EVALUATION

An expert shall:

1. Familiarise himself/herself with the information provided in these Terms of Reference.
2. To arrive personally to examine the bids submitted.
3. Evaluate without any prejudice, be impartial and objective, apply all the knowledge that is available to him/her.
4. Not coordinate his/her evaluation with other experts.
5. Evaluate bids independently (without making comparisons between different bids) by means of taking into account the requirements for the characteristics of an object under evaluation as stipulated by the Contracting Authority only.
6. Complete the expert evaluation checklist (attached). When completing the checklist, the following has to be done:
 - 6.1. all bids have to be evaluated against all evaluation criteria applicable to the bids;
 - 6.2. the evaluation scale from 0 to 100 has to be used where “0” stands for the characteristic of an object which does not meet the requirement or where an object does not possess a certain characteristic at all, and where “100” marks the characteristic which is in full compliance with the established requirements or is as good as it could only be;
 - 6.3. reply to all the questions listed in the checklist and submit all the requested information.
7. The completed expert evaluation checklist has to be submitted by ___ (day) of _____ (month) 20__ to the Contracting Authority.
8. Experts shall not divulge to third parties any information related to the procurement and evaluation.

Please be informed that in accordance with Article 16(6) of the Law on Public Procurement of the Republic of Lithuania an expert who has violated the said law shall be held liable in the manner prescribed by the law.

In the event of any uncertainties related to the terms of reference for expert evaluation or the evaluation itself, all queries shall be addressed to:

(job title, first and last name and the telephone number of the person responsible)

(job title of the manager of the Contracting Authority or its authorised representative (e.g. Chair of the Public Procurement Commission))

(signature)

(first and last name)

(first and last name of the expert evaluating the bids and contact details (telephone and fax numbers, e-mail address, other relevant information))

EXPERT EVALUATION CHECKLIST OF BIDS SUBMITTED BY SUPPLIERS

Title of the procurement: open design contest for a complex arrangement of Paneriai Memorial to victims of Holocaust and all victims of Nazism. Procurement number:

The Contracting Authority: Vilna Gaon Jewish State Museum.

Object being evaluated: bids submitted to the open design contest for a complex arrangement of Paneriai memorial to victims of Holocaust and all victims of Nazism.

Expert evaluation date: __ (day) of _____ (month) 20____

Description of the bids submitted by the Suppliers:

Slogan of the bid	Criterion	Expert opinion (<i>the expert shall complete the table with evaluation and expert opinion on the bids submitted</i>)
1.	Emotional effect/ impact of the architectural-artistic solutions	
	Preservation of historical authentic elements	
	Harmony of the solutions with the natural and historical environment	
2.	Emotional effect/ impact of the architectural-artistic solutions	
	Preservation of historical authentic elements	
	Harmony of the solutions with the natural and historical environment	
3.	Emotional effect/ impact of the architectural-artistic solutions	
	Preservation of historical authentic elements	
	Harmony of the solutions with the natural and historical environment	

Ranking of the bids with scores:

Bids suppliers	of Evaluation criteria for the bids (<i>the expert shall complete the table with the recommended number of points</i>)		
	1 criterion Emotional effect/ impact of the architectural-artistic solutions Max. score – 100 points	2 criterion Preservation of historical authentic elements Max. score– 100 points	3 criterion Harmony of the solutions with the natural and historical environment Max. score– 100 points
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
Slogan			
Slogan			
Slogan			

Expert

(signature)

(first and last name)

Annex No.4. to the Terms and Conditions of the Design Contest

COPYRIGHT CONTRACT ON COPYRIGHT TRANSFER

[venue where the contract has been executed], [date of the signature of the contract]

[legal form] [title], legal person's code [code], having its registered seat in [address], data about the company are filed and stored with [name of the register to be indicated], represented by [job title, first and last name], acting in accordance with [title of the document on the basis of which the person is acting] (hereinafter – **the Contracting Authority**), and

Where the author is a natural person:

[first and last name of the author], personal code [code], residing at [address](hereinafter – **the Author**),

Where the assignee of the copyright is a legal person:

[legal form] [title], legal person's code [code], having its registered seat in [address], data about the company are filed and stored with [name of the register to be indicated], represented by [job title, first and last name], acting in accordance with [title of the document on the basis of which the person is acting] (hereinafter – **the Author**),

Hereinafter jointly referred to as **the Parties**, and each individually as the **Party**, have concluded the present Copyright Contract on Copyright Transfer, hereinafter referred to as **Contract**:

1. Subject matter of the Contract

1.1. By this Contract the Author transfers all Proprietary Rights to their Work. The Work is a proposed design concept for a complex arrangement of Paneriai Memorial to commemorate all victims of the Holocaust and the Nazi regime (hereinafter – **the Work**). [the Work/copy thereof has been attached as Annex to the present Contract].

1.2. The Author hereby warrants that the Work is an original and has been created without any violation of proprietary or personal non-proprietary rights held by third parties. The Author shall undertake to compensate any damages resulting from third party claims to the Contracting Authority related to the ownership of the copyright to the Work or other violations of proprietary relationship.

1.3. The Proprietary Rights to the Work shall be deemed as having been transferred to the Contracting Authority as of the moment of signing this Agreement.

2. Rights transferred

2.1. The Author hereby transfers to the Contracting Authority the following Proprietary Rights to the Work and individual parts thereof within the territories of member states of the European Economic Area for the entire validity period of the Proprietary Rights, stipulated under the laws of the Republic of Lithuania

2.1.1. to reproduce the Work in whatever form or means;

2.1.2. to publish the Work;

2.1.3. to adapt or otherwise reproduce the Work;

2.1.4. to distribute the master copy of the Work or copies thereof by way of sale or other forms of transfer of proprietary or disposable rights, also by way of import and export;

2.1.5. to display a master copy of the Work or copies thereof in public;

2.1.6. broadcast, re-broadcast or publish the Work by other means, including making it publicly available through computer networks (internet).

2.2. The Author hereby maintains all personal non-proprietary rights to the Work. The Contracting Authority hereby undertakes to:

2.2.1. make reference to the Author's name whenever the Work is used in public;

2.2.2. make reference to the Author's name in the following manner: [the first and last name of the Author or his/her chosen **nickname**].

2.3. The Author shall have no right to avail themselves of the Proprietary Rights after they are transferred to the Contracting Authority.

3. Representations and warranties

3.1. The Author herewith warrants and represents to the Contracting Authority that:

3.1.1. the Author is the sole holder of proprietary and Non-proprietary Rights to the Work;

3.1.2. proprietary rights to the Work have not been vested to third parties;

3.1.3. Proprietary rights to the Work have not been subject to encumbrance or limitation; the proprietary rights have not been transferred, arrested or pledged, either in full or in part; the Author's right of disposal with proprietary rights to the Work have not been subject to encumbrance or have not been withdrawn; the proprietary rights, either in full or in part, are not the subject matter of legal, arbitration or other type of dispute;

3.1.4. there are no other circumstances which could prevent the Contracting Authority from exercising proprietary rights to the Work within the entire scope of the present Contract or the laws of the Republic of Lithuania.

3.1.5. the Parties hereby warrant and represent to each other that when communicating, coordinating and signing the present Contract they were acting in good faith towards each other and have not submitted any misleading information.

4. Remuneration

4.1. No remuneration shall be paid for the transferred Proprietary Rights.

5. Liabilities of the Parties

5.1. Each of the Parties shall reimburse the respective other Party any damages resulting from improper discharge of their contractual obligations.

5.2. Where the Author violates the provisions of the Agreement regulating the Proprietary Rights, the Contracting Authority shall be entitled to claim from the Author a penalty in the size of 1,000 (one thousand) litas.

6. Final Provisions

6.1. The Contract shall enter into force from the date of its signature and shall remain in effect until full discharge of obligations assumed by the Parties under the Contract. The proprietary rights transferred to the Contracting Authority shall remain in effect during the entire validity period as specified in the laws.

6.2. The Contract has been drawn and shall be interpreted in accordance with the laws of the Republic of Lithuania.

6.3. In the event that one of the clauses of the Contract becomes illegal, invalid or unenforceable, this fact shall not render other clauses of the Contract invalid or unenforceable.

6.4. Any disputes, disagreements or claims resulting from or in connection with the present Contract shall be resolved in negotiations, and in the event of failure to reach an agreement – in the procedure prescribed by the laws of the Republic of Lithuania.

6.5. Conditions contained in the Contract cannot be changed during the validity period of the Contract, except for such conditions of the procurement contract which, if changed, would not infringe the Law on Public Procurement of the Republic of Lithuania in Article 3 of this law and provided that such changes to the procurement contract have been approved by the Public Procurement Office.

6.6. The Contract has been drawn in duplicate, one copy for each of the Parties. Both copies of the Contract shall be equally legally binding.

Signatures of the Parties:

The Contracting Authority:

[name]
[address]
Legal person's code:
VAT payer's code:
Tel.: , fax
E-mail:

L.S.
Bank:

The Author:

[first and last name]
[address]
Personal code:
Tel.: , fax
E-mail:

L.S.
Bank:

(job title, first and last name, signature)

(first and last name, signature)

L.S.