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the Pre-Commercial Procurement  
Commission of the State Enterprise Centre of  
Registers and its amendment by Minutes No.  
KP-152(2) of 5 September 2018

**PRE-COMMERCIAL PROCUREMENT CONDITIONS FOR  
DEVELOPING A TECHNOLOGY FOR PREPARATION, STORAGE AND  
MANAGEMENT OF SPATIAL THREE-DIMENSIONAL (3D) DATA NECESSARY FOR  
EFFECTIVE IMPLEMENTATION OF ECONOMIC DEVELOPMENT PROJECTS**

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## CHAPTER I GENERAL INFORMATION

### Legal information

The pre-commercial procurement shall be carried out in accordance with Article 15(2)(2) of the Law of the Republic of Lithuania on Public Procurement, the Description of the Pre-commercial Procurement Execution Procedure approved by Resolution No 709 of the Government of the Republic of Lithuania of 1 July 2015 (hereinafter referred to as the **Description**) and these Pre-commercial Procurement Conditions (hereinafter referred to as the **Conditions**).

### Main definitions

**Tenderer** means a legal entity or a group of such entities, other organization or its unit, having submitted a tender to participate in a pre-commercial procurement.

**Pre-commercial procurement** means a procurement of scientific research and/or experimental development (hereinafter – R&D) services, other than those where the benefits accrue exclusively to the Contracting Authority for its use in the conduct of its own affairs and are remunerated by the Contracting Authority or that constitute State aid to develop an innovative product.

**Coordinating Body** means the Agency for Science, Innovation and Technology.

**Contracting Authority** means the State Enterprise Centre of Registers.

### Pre-commercial procurement principles

Pre-commercial procurement is conducted in accordance with the principles of innovation, competitiveness, risk-benefit sharing and value for money.

## CHAPTER II PRE-COMMERCIAL PROCUREMENT OBJECT

The pre-commercial procurement shall be aimed at procuring the services for developing a pilot version of the technology for preparation, storage and management of spatial 3D data necessary for effective implementation of economic development projects.

The goal shall be to develop a pilot version of the technology for preparation, storage and management of spatial 3D data necessary for effective implementation of economic development projects (hereinafter referred to as the Technology).

The requirements for the pre-procurement object shall be set out in the Annex 1 of the Pre-commercial Procurement Conditions “Technical Specification for Developing the Technology for Preparation, Storage and Management of Spatial 3D Data Necessary for Effective Implementation of Economic Development Projects” (hereinafter referred to as the Technical Specification).

Taking into account the results of the stages, the Contracting Authority may, in pursuit of the objectives of the pre-commercial procurement, and knowing that they might not be achieved, or they might exert a dominant influence on the results, impose additional and motivated requirements and/or revise the existing ones. In case of such demand, the Contracting Authority shall discuss preliminarily

this situation with the suppliers, evaluate the impact (risk/benefit) of adding additional requirements or revising the existing requirements on the pre-commercial procurement and, upon making an appropriate decision, shall inform all suppliers about this in writing. These additional requirements and/or revisions shall be included in the pre-commercial procurement documents.

### CHAPTER III PRE-COMMERCIAL PROCUREMENT STAGES, DURATION AND BUDGET

Pre-commercial procurement stages, planned duration (of each stage of the pre-commercial procurement) and maximum number of financed tenderers:

The pre-procurement procedure shall consist of **3 stages**. At the end of each stage, the tenderers compete and their number shall be reduced after each stage in order to select those tenderers whose tender mostly corresponds to the Technical Specification of the pre-commercial procurement.

Total duration of the pre-commercial procurement stages shall be **25 months**:

Stage	Duration*	Maximum number of financed tenderers
Stage I (concept development)	5 months	4
Stage II (prototype development)	12 months	3
Stage III (pilot production)	8 months	2

\* The duration of each stage includes 4 weeks for the evaluation of respective stage results (tenders). The Contracting Authority shall have the right to extend duration.

Pre-commercial procurement budget, indicating the funds to be allocated for activities of each pre-commercial procurement stage and maximum fixed price for each tenderer in each stage:

Pre-commercial procurement budget allocated for the procurement of services shall be 840 645.00 Eur.

	Stage I (Concept development)	Stage II (Prototype development)	Stage III (Creation of pilot batch)
Budget, Euro	84 065.00	588 451.00	168 129.00
Maximum fixed price for each tenderer, Euro*	21 016.25	196 150.33	84 064.50

\*The given budget paid by the Contracting Authority to the tenderer shall be the maximum fixed price per tenderer; however the tenderer should also contribute to the creation of the pre-commercial procurement result with own funds.

Expected sources of financing of pre-commercial procurement and part of pre-commercial procurement budget consisting of funds from each source:

Stages	Contracting Authority's funds, EUR	Funding from the European Union Structural Funds, EUR
I	12 609,75	71 455,25
II	88 267,65	500 183,35
III	25 219,35	142 909,65

#### CHAPTER IV PRE-COMMERCIAL PROCUREMENT PROCEDURES AND TERMS

Procurement information provision procedure:

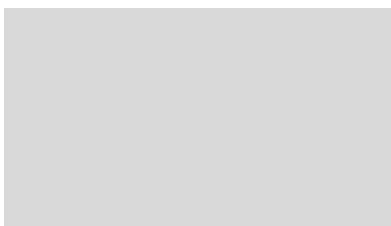
Information on this pre-commercial procurement (the pre-commercial procurement conditions, the deadline for submission of tenders, information on the progress of pre-commercial procurement procedure, answers to tenderers, selected winning tenderers of each pre-commercial procurement, etc.) shall be published on the websites of the Contracting Authority ([www.registrucentras.lt](http://www.registrucentras.lt)) and of the Agency for Science, Innovation and Technology ([www.mita.lrv.lt](http://www.mita.lrv.lt)).

Revision and updating of procurement documents:

No later than 5 days before the deadline established for the submission of tenders, the Contracting Authority shall have the right to revise and update pre-commercial procurement documents. Revisions of pre-commercial procurement documents shall be published in the same form and at the same place as the first version of the pre-commercial procurement documents, and tenderers shall be respectively informed at the latest 5 days before the deadline for the receipt of tenders.

Revision and updating of procurement documents on the initiative of tenderers:

No later than 10 working days before the deadline for the receipt of tenders, the tenderers shall have the right to request from the Contracting Authority the clarification of pre-commercial procurement documents as well as the additional information about the pre-commercial procurement. The Procurement Commission, acting in accordance with the information provision procedure published in the pre-commercial procurement documents, must provide answers to the requests of tenderers no later than within 5 working days of the receipt of written requests. The Contracting Authority shall publish the answers to the requests of tenderers, but shall not specify whom in particular the request for clarification was received from. Answers regarding the pre-commercial procurement



documents and additional information shall be published in the same form and at the same place as the pre-commercial procurement documents. Requests by tenderers to clarify pre-commercial procurement documents for the contracting authority must be submitted by e-mail. mail: [alvydas.janulevicius@registrucentras.lt](mailto:alvydas.janulevicius@registrucentras.lt)“

Public consultation on pre-commercial procurement documents:

No later than within 14 working days before the deadline for the receipt of tenders, the Contracting Authority, on its initiative, may organise a public consultation on pre-commercial procurement documents by publishing the announcement about that 5 working days before in the same form and at the same place as the pre-commercial procurement documents.

Where the Contracting Authority organises a meeting with tenderers, it shall draw up the minutes of the meeting. The minutes shall record all questions about procurement documents asked during the meeting and answers to them. The minutes shall be published on the websites of the Contracting Authority ([www.registrucentras.lt](http://www.registrucentras.lt)) and of the Agency for Science, Innovation and Technology ([www.mita.lrv.lt](http://www.mita.lrv.lt)).

## CHAPTER V REQUIREMENTS FOR THE PREPARATION AND SUBMISSION OF TENDERS

Deadline for the receipt of tenders:

Tenders for the entire pre-commercial procurement must be submitted – **by 15 October 2018, 09:00 a.m.** If the deadline for the receipt of tenders is extended, the tenderers shall be notified of this by e-mail and additionally this information will be published on the websites of the Contracting Authority ([www.registrucentras.lt](http://www.registrucentras.lt)) and the Coordinating Body ([www.mita.lrv.lt](http://www.mita.lrv.lt)).

At Stage I, II and Stage III, the tenders for the pre-commercial procurement shall not be submitted. During evaluation of the results of Stage I and Stage II, the tenderers shall be ranked by scores awarded during the evaluation of quality of the results of the relevant Stage in descending order. Those tenderers who were awarded the highest scores will be invited to the next stage, not exceeding the maximum number of tenderers admitted for the relevant stage. Tenderers shall be informed about the evaluation results and the invited tenderers by e-mail; additionally, this information will be published on the websites of the Contracting Authority ([www.registrucentras.lt](http://www.registrucentras.lt)) and the Coordinating Body ([www.mita.lrv.lt](http://www.mita.lrv.lt)).

The Contracting Authority shall have the right to extend the deadline for the submission of tenders.

Method of submission of tenders:

Tenderers may submit their tenders signed with e-signature only by e-mail: [info@registrucentras.lt](mailto:info@registrucentras.lt). Tenders submitted in paper form or not by electronic means specified by the Contracting Authority shall be rejected as not complying with requirements of pre-commercial procurement documents.

Composition of the tenderer's tender:

- 1) Completed form of the tender (Annex 2 to the Pre-commercial Procurement Conditions);
- 2) Documents supporting the tenderer's qualifications (i.e. qualification requirements established in the Pre-commercial Procurement Conditions);
- 3) Compliance of the proposed pre-commercial procurement object with the conditions of the Technical Specification of the pre-commercial procurement object;
- 4) Other documents to be submitted according to the Pre-commercial Procurement Conditions (e.g., a joint activity (partnership) agreement when a tender is submitted by a group of entities);
- 5) A digital copy of a power of attorney or other document (e.g. a job description) granting the right to sign the tender (this applies when the tender is signed with the electronic signature of the authorised person but not with the electronic signature of the head of the company);
- 6) A tenderer must indicate the subcontractors, which it intends to use for the execution of the Procurement Contract Agreement, and the scope of services they will cover;
- 7) Declaration of the tenderer (Annex 5 of the Pre-commercial Procurement Conditions).

Tender price:

The price in the tenders shall be given in euro. The price shall be expressed and calculated in the manner specified in Annex 2 to the Pre-commercial Procurement Conditions. The price shall be calculated taking account of the total amounts indicated in the pre-commercial procurement object's Technical Specification, price components, etc. The price shall be inclusive of all taxes and all costs of the tenderer. Where the proposed services are subject to the value added tax (VAT), the VAT shall be indicated separately in the tender. Irrespective of the amount of costs incurred by the tenderers in the relevant stage, the Contracting Authority shall pay a fixed price for each tenderer in the respective pre-commercial procurement stage, which does not exceed the fixed flat price per tenderer at the appropriate stage, except for the cases where the costs incurred by the participant are lower than the fixed price.

Language of the tender:

The language of the tender and other correspondence shall be Lithuanian or English. Where the relevant documents are issued in other language, the tenderer shall be responsible for the presentation of the duly certified translation into the Lithuanian or English language. **Such translation must be approved by signature of the tenderer or his authorised person, or by signature of the translator and by the seal of the translation bureau.**

Other requirements:

All documents (tender form, documents confirming compliance of tenderers' qualifications with the qualification requirements established in the Pre-commercial Procurement Conditions, other documents included in the tender) must be **submitted in the folder of digital**

	<p><b>documents encrypted by electronic means</b> (the encrypted folder must be in ZIP format). The document encryption instruction is available at the following address: <a href="http://vpt.lrv.lt/uploads/vpt/documents/files/uzsifravimo_instrukcija.pdf">http://vpt.lrv.lt/uploads/vpt/documents/files/uzsifravimo_instrukcija.pdf</a>. The submitted documents or their digital versions shall be accessible using non-discriminating and publicly available data file formats (e.g., pdf, doc, etc.), by providing digital copies of appropriate documents and signing them with signature (secure electronic signature is also possible). Where the tender and/or other documents accompanying the tender are signed by the authorised person, the tenderer must submit a digital copy of the power of attorney or other document whereby the person was authorised to sign the tender and/or other documents. The Contracting Authority shall retain the right to request the original documents.</p> <p>The tender documents submitted by the Tenderer must be encrypted. The Tenderer who submits an encrypted folder of documents shall:</p> <ol style="list-style-type: none"> <li>1) submit the tender with the encrypted folder of documents before the deadline for the receipt of tenders (<b>15 October 2018, 09:00 a.m.</b>) by e-mail: <a href="mailto:info@registrucentras.lt">info@registrucentras.lt</a>;</li> <li>2) by the beginning of the tender envelopes' opening procedure (meeting) (<b>15 October 2018, 10.00 a.m.</b>), provide the password by e-mail: <a href="mailto:info@registrucentras.lt">info@registrucentras.lt</a>, which will be used by the Contracting Authority to decode the submitted document.</li> </ol> <p>If, before the beginning of the tender envelopes' opening procedure (meeting), the tenderer (due to his own fault) has failed to submit the password or submitted a wrong password using which the Contracting Authority could not decode the submitted information, the tenderer's tender shall be rejected as not complying with requirements specified in the procurement documents.</p>
Tender validity period:	<p>The tender validity period shall be specified in the tender. The tenderer's tender shall be valid for at least 90 calendar days after its submission. Where the tender validity period is not indicated in the tenderer's tender, it shall be considered that the tender is valid for the period specified in the pre-commercial procurement documents.</p>
Tender withdrawal:	<p>The tenderer shall have the right to modify or withdraw his tender before the deadline for the receipt of the tenders. In order to withdraw or modify the tender, the tenderer shall send a letter by e-mail (signed by the authorised person) notifying of the withdrawal of the tender. In order to submit the withdrawn and modified tender again, the tenderer shall re-submit such tender.</p>
Participation of entities in pre-commercial procurement:	<p>Where a group of entities participates in these pre-commercial procurement procedures, such a group shall submit a digital copy of a joint activity (partnership) agreement. The joint activity (partnership) agreement shall state the contractual obligations of each party to the agreement in performing the procurement contract planned to be concluded with the Contracting Authority and portions of value of the obligations expressed in percentage in the total value of the purchase</p>



contract. The joint activity (partnership) agreement shall specify the joint and several liability of all parties to the contract for the default on obligations to the Contracting Authority. In addition, the joint activity (partnership) agreement shall specify the entity representing the group of entities (with whom the Contracting Authority will communicate on the issues arising during the evaluation of the tender and provide information relating to the evaluation of the tender).

The Contracting Authority shall not require the group of entities to adopt a specific legal form when the tender submitted by the group of economic entities is recognised to be the winning tender and the Contracting Authority proposes to conclude the contract.

Participation of sub-suppliers in the pre-commercial procurement:

In each stage, the tenderer may involve sub-suppliers; however, the portion of services to be provided by the sub-supplier should not exceed 30% of the services provided by the Tenderer at the respective stage of pre-commercial procurement.

**The Contracting Authority shall not be responsible for contingencies, which prevented to receive the tender in time or the tender was not received at all. The tender, which arrived late due to the tenderer's fault, shall not be evaluated.**

The tenderer, either individually or with the group of entities, may submit only one tender with regard to the procurement object. In case the tenderer submits more than one proposal with regard to the procurement object, or as a member of the entities' group participates in providing several tenders, all such tenders shall be rejected.

Alternative tenders shall not be accepted. In case the Tenderer submitted an alternative tender, his tender and alternative tender(s) shall be rejected. The Tenderer, submitting an individual tender, may not participate in the group of tenderers, which submits another tender. The Tenderer, submitting an individual tender, may not propose his potential to the other tenderer, or be the member of the tenderers' group submitting another tender in the same pre-commercial procurement.

## CHAPTER VI REQUIREMENTS FOR TENDERERS

The tenderer must meet the qualification requirements specified hereunder.

Qualification requirement	Documents supporting compliance with the requirement
1. The tenderer has not acquired the status of an entity which is bankrupt or in bankruptcy, under restructuring or is being wound-up.	1) If the service provider is a legal entity registered in the Republic of Lithuania, he shall not be required to submit the documents supporting compliance with this qualification requirement. The Contracting Authority shall verify data in the information system of the Centre of Registers ( <a href="http://www.registrucentras.lt/jar/p/">http://www.registrucentras.lt/jar/p/</a> ) on the closing day for the submission of tenders specified in the Contract Notice.

	<p>The service provider registered in the Republic of Lithuania who is a natural person shall submit an extract issued by the State Enterprise Centre of Registers or the document issued by the Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the data jointly processed by the competent authorities for proving the specified circumstances, or extract from the court decision issued by the court (if relevant).</p> <p>The service provider from another country who is a legal entity or a natural person shall submit a certificate issued by the competent court or public administration institution in the country where the service provider is registered, or in the country from which he arrived.</p> <p>The said document must be issued not earlier than 60 days prior to the deadline for submission of tenders. If the document has been issued earlier and its validity term is longer than the period fixed for the submission of tender, such document shall be deemed admissible during its validity period.</p> <p>2) Supplier's Declaration (Annex 2 of the Pre-commercial Procurement Conditions) confirming that the service provider has not entered into the settlement arrangement with creditors, has not suspended or restricted his activities, does not seek arrangement with creditors; or a document issued by the respective country confirming that the service provider has not entered into the settlement arrangement with creditors, has not suspended or restricted his activities, or confirming that his situation according to the laws of the country where he is registered is not the same or similar; or a sworn or official declaration if the respective country does not issue the appropriate document or it does not satisfy all the specified requirements (<i>a digital copy of the document is provided</i>).</p>
<p>2. The tenderer's manager who has the right to conclude a transaction on behalf of a legal person, or the accountant (accountants) or any other person (persons) authorised to draw up and sign the accounting documents of the tenderer, has no record of conviction (or conviction has expired or has been cleared); during past 5 (five) years the tenderer (legal person) has not been the subject of</p>	<p>An extract from the decision of the court or the document issued by the Information Technology and Communications Department under the Ministry of the Interior of the Republic of Lithuania or by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania confirming the data</p>

<p>a conviction by final judgment for crimes against property, property rights and property interests, intellectual or industrial property, the economy or business order, financial system, civil service and public interests</p>	<p>jointly processed by competent authorities, or a document issued by the relevant foreign institution (<i><b>a digital copy of the document is provided</b></i>). The said document must be issued not earlier than 60 days before the deadline for submission of tenders. If the document has been issued earlier but it is still valid on the day of examining the tenders received through the Central Information System of Public Procurements, such document shall be deemed admissible.</p>
<p>3. The tenderer has fulfilled the obligations relating to the payment of taxes, including social security contributions, according to requirements of the country where he is registered or of the country of the Contracting Authority; the tenderer shall be considered to have fulfilled the obligations relating to the payment of taxes, including social security contributions, where the amount of his outstanding obligations is less than EUR 50.</p>	<p>A document issued by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania or a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the data jointly processed by the competent authorities, or a document of the relevant foreign institution (<i><b>a digital copy of the document is provided</b></i>). The said document must be issued not earlier than 60 days before the deadline for submission of tenders. If the document has been issued earlier but it is still valid on the day of examining the tenders received through the Central Information System of Public Procurements, such document shall be deemed admissible.</p> <p><u>If the service provider is a legal entity registered in the Republic of Lithuania</u>, he shall not be required to provide any documents proving payment of social security contributions. The Contracting Authority shall verify the data on the closing date for the submission of tenders as specified in the Contract Notice.</p> <p><u>If the service provider is a natural person registered in the Republic of Lithuania</u>, he shall submit a document issued by the territorial divisions of the State Social Insurance Fund Board and other State Social Insurance Fund institutions related to administration of the State Social Insurance Fund, or provides a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania confirming the data jointly processed by the competent authorities.</p>

	<p>The service provider from another country, <u>whether he is a natural person or legal entity</u>, shall provide a certificate issued by the competent state authority of the country where he is registered. The said document must be issued not earlier than 60 days before the deadline for submission of tenders. If the document has been issued earlier but it is still valid on the date of examining the electronic tenders, such document shall be deemed admissible (<i>a digital copy of the document is provided</i>).</p>
<p>4. During the last year, the tenderer (legal entity) has not been the subject of a conviction by final judgment for crimes specified in Article 292<sup>1</sup> (1) of the Criminal Code of the Republic of Lithuania.</p>	<p>With regard to natural persons - certificate issued by the Department of Information Technology and Communications under the Ministry of the Interior of the Republic of Lithuania about their criminal records; with regard to legal persons - a certificate issued by the Department of Information Technology and Communications under the Ministry of the Interior of the Republic of Lithuania about decisions taken by the court; an extract from the court decision issued by the court (if any), or the document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania confirming the data jointly processed by the competent authorities, or a certificate issued by the competent court or the public administration institution of the country where the service provider is registered, or of the country from which he arrived, issued not earlier than 60 days before the deadline for the submission of tenders. If the document was issued earlier but its validity is longer than the deadline for submission of proposals, such document is admissible during its validity term (<i>digital copies of documents are provided</i>).</p>
<p>5. The Service Provider has the right to engage in information technology activities that are necessary for the performance of the procurement contract.</p>	<p>The valid access (access key) of the service provider (legal entity) to the electronic certified extract from the Register of Legal Entities of the State Enterprise Centre of Registers, or other documents confirming the right of the service provider to engage in activities related to the procurement object that are necessary for the execution of the procurement contract; or the document issued by the foreign relevant authority (certificates issued by professional or activity keepers, by institutions authorised by the State as determined by the law of the country</p>

	in which the service provider is registered), or a sworn declaration certifying the right of the service provider to engage in the relevant activity ( <i><b>digital copy of the document is provided</b></i> ).
<p>6. During the last 3 years or during the period from the registration date (if the provider has been operating for less than 3 years, data shall be examined from the registration date), the service provider should have successfully executed, or is executing the contracts for creation, development and maintenance of IS in various projects with the total value of not less than EUR 250 000.00 excluding VAT (the part of subcontractors and the value of the hardware supply component are not included).</p> <p><b>REMARKS:</b></p> <ul style="list-style-type: none"> <li>- The requirement may be complied with by providing information on several executed contracts.</li> </ul> <p>If the requirement is complied with by providing information on several executed contracts, the aggregate value of these contracts must be not less than specified above.</p>	<p>The list of main services provided over the last 3 years indicating the total amounts and dates of the services as well as recipients of the services irrespective of whether they are the contracting authorities, or not. The tenderers shall submit the following documents evidencing the provision of services: in case the beneficiary was a contracting authority - a certified statement; in case the beneficiary was not a contracting authority - his certificate, or in the absence of such a certificate - a declaration of the tenderer in a free form (<i><b>digital copies of documents or electronic documents are provided</b></i>).</p>
<p>The service provider must have qualified specialists responsible for the execution of the procurement contract:</p> <p><b>1) Project leader:</b></p> <ul style="list-style-type: none"> <li>- Physical or technological higher education or equivalent;</li> <li>- At least 3 years of experience in the IS project management;</li> <li>- Management experience for a team of at least 5 people;</li> <li>- Management experience in one or more successfully implemented (completed) projects in the field of IT creation or development and maintenance with a total value of less than EUR 250 000.00 excluding VAT.</li> </ul> <p><b>2) Information system architect.</b></p> <ul style="list-style-type: none"> <li>- Physical or technological higher education or equivalent;</li> <li>- At least 3 years of experience in the IS designing;</li> <li>- At least 3 years of experience as the IS architect;</li> <li>- Experience of information system architect in one or more projects successfully implemented during recent 3 years;</li> </ul> <p><b>3) Information system analyst.</b></p>	<ol style="list-style-type: none"> <li>1. A list of proposed specialists where names of the proposed specialists and their positions in project are given;</li> <li>2. Curriculum vitae (CV) of each specialist on the list specifying: education, qualifications, professional experience, projects (contracts executed) where the expert participated (name of project, project value, role of the specialist in the project (services provided), brief description of the project, contact details of the project contractor, name, surname, phone number and e-mail of the person responsible for the project implementation (project leader) and other relevant information;</li> <li>3. Documents certifying the required education;</li> <li>4. In case the specialist is not an employee of the service provider, a consent of the specialist to perform the duties assigned to him in the project if the service provider was awarded the tender and signed the public procurement contract should be submitted;</li> <li>5. Documents certifying qualifications, competences and professional experience of</li> </ol>

<ul style="list-style-type: none"> <li>- Physical or technological higher education or equivalent;</li> <li>- At least 3 years of experience in the IS analysis;</li> </ul>	<p>the specialists: certificates, licences or other equivalent documents mentioned above.</p> <p><b>NOTE.</b> When calculating and evaluating the experience records of the proposed specialist, the experience gained during the same period is not cumulative, for example, if the proposed specialist executed 3 different contracts from 1 January 2015 by 1 January 2016, he/she shall be considered to have 1 year of experience. The experience of the proposed experts/specialists (Project Leader and Information Systems Architect) is deemed to qualify if his/her experience is gained in a project that has been completed, i.e. the IS has been created and implemented, or has been developed/upgraded and implemented, and the final act of transfer and acceptance of the services provided or other relevant document confirming that has been signed.</p>
<p><b>4) Database management system designer.</b></p> <ul style="list-style-type: none"> <li>- Physical or technological higher education or equivalent;</li> <li>- At least 3 years of experience in the IS designing;</li> </ul>	
<p><b>5) Programmer(s)</b></p> <ul style="list-style-type: none"> <li>- Physical or technological higher education or equivalent;</li> <li>- At least 3 years of experience in the IS creation and development;</li> </ul>	

If the tenderer submits inaccurate or incomplete data about compliance with the aforementioned qualification requirements, the Pre-commercial Procurement Commission, acting with due regard to the Pre-commercial Procurement Principles, must ask the tenderer to revise, supplement or explain such data within the reasonable time fixed by the Pre-commercial Procurement Commission.

If a joint tender is submitted by a group of entities, each member of the group of entities must meet the qualification requirements and submit the documents set out in Points 1-4 of these Conditions on individual basis; whereas the qualification requirements set out in Points 5-7 of these Conditions must be complied with and the indicated documents must be submitted by at least one of the members of the group of entities, or by all members of the group of entities collectively.

## CHAPTER VII

### EVALUATION OF TENDERS AND MAKING THE LIST OF TENDERERS

Familiarisation with tenders:

Familiarisation with the tenders received shall take place during the meeting of the Pre-commercial Procurement Commission to be held at the Contracting Authority's office (to the following address: Vinco Kudirkos 18-3, Vilnius), on 15 October 2018, 10.00 a.m. All tenderers who submitted tenders shall be notified of the received tenders (name of the tenderer submitting the tender and the price) by electronic means. Procedures of examination and evaluation of tenders shall be carried out by the Pre-commercial Procurement Commission without participation of the tenderers or their authorised representatives.

Procedure for the evaluation of tenders:

The procedure for evaluation of the tenders is provided for in Annex 3 "Procedure for the evaluation of tenders" to the Pre-commercial Procurement Conditions.

Rejection of tenders:

The tender shall be rejected in the following cases:

- 1) The tender does not comply with the requirements specified in the pre-commercial procurement documents (the tender is not signed in the manner specified in the pre-commercial procurement documents, the tenderer does not meet the qualification requirements, the tender does not meet the conditions and requirements for the supply of services being procured established in the Technical Specification, etc.);
- 2) The tenderer fails to revise or supplement the submitted inaccurate or incomplete data about his qualifications on request of the Pre-commercial Procurement Commission within the fixed time limit;
- 3) The tenderer provides false information about compliance with the established requirements and the Pre-commercial Procurement Commission proves by any lawful means that the information is false;
- 4) The tenderer submits more than one tender for the procurement object, or as a participant of the group of entities participates in submitting several tenders for the procurement object;
- 5) The tender is submitted after expiry of the deadline for the receipt of the tenders.

Making the list of pre-commercial procurement tenderers:

The Pre-commercial Procurement Commission shall evaluate the received tenders; make the list of tenderers for the respective stage of the pre-commercial procurement according to the number of evaluation scores; and no later than within 3 working days shall send this list to all tenderers participating in the pre-commercial procurement. The list shall also be published on the websites of the Contracting Authority ([www.registrucentras.lt](http://www.registrucentras.lt)) and of the Agency for Science, Innovation and Technology ([www.mita.lrv.lt](http://www.mita.lrv.lt)).

Determining the winners of the pre-commercial procurement:

The winners who will implement the relevant stage of the pre-commercial procurement shall be the tenderers, whose tenders according to the ranking established on the basis of the evaluation scores are included in the maximum number of the financed tenderers specified in the Pre-Commercial Procurement Conditions (see the maximum number of the financed tendered given above).

## CHAPTER VIII IMPLEMENTATION OF THE PRE-COMMERCIAL PROCUREMENT

Awarding procedure:

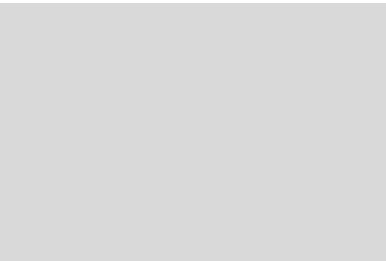
Winning tenderers are those whose tenders for the entire pre-commercial procurement (at all stages, at the second and third stages or just at the third stage) are recognized as the best ones.

Maximum number of possible winners:

Stage I: 4 winners;  
Stage II: 3 winners;  
Stage III: 2 winners

Stages of pre-commercial procurement:

This pre-commercial procurement shall consist of 3 stages. The pre-commercial procurement stage shall begin with conclusion of the



contract with the tenderer. At the end of each stage, the results presented by the tenderers shall be evaluated in accordance with the procedure set out in current Pre-commercial Procurement Conditions (Annex 3). Based on the evaluations, the Pre-commercial Procurement Commission shall make a ranking list of evaluations and make a decision on the participation of tenderers in the next stage of the pre-commercial procurement.



End of the pre-commercial procurement:

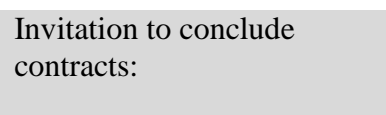
The pre-commercial procurement shall end when:

- 1) The objective specified in the pre-commercial procurement documents is achieved and the obligations established in the contracts for the implementation of the last stage with its participants are fulfilled;
- 2) The pre-commercial procurement procedures are terminated;
- 3) The time limit of the Contracting Authority's proposal to conclude pre-commercial procurement contracts for the implementation of the relevant stage expires and the pre-commercial procurement contract for the implementation of the stage is not concluded with any of the tenderers for reasons that depend on the tenderers;
- 4) All tenderers withdraw their tenders before conclusion of the pre-commercial procurement contract for the implementation of the relevant stage or refuse concluding the pre-commercial procurement contract for the implementation of the stage;
- 5) No tenders are received until the deadline the submission of the tenders.

Subject to the approval of the Agency for Science, Innovation and Technology, the Contracting Authority shall have the right to terminate the pre-commercial procurement in stage I or stage II with none of the tenderers reaching the result specified in the pre-commercial procurement contract if the continuation of the pre-commercial procurement is no longer appropriate.

Subject to the written approval of the Agency for Science, Innovation and Technology, the Contracting Authority shall have the right to terminate the pre-commercial procurement procedure at any time, where any circumstances, due to which the financing of the pre-commercial procurement will not be guaranteed, emerge, or where it appears that there are circumstances, which prevent the pre-commercial procurement to comply with the pre-commercial procurement principles established in Paragraph 4 of Description of the Pre-commercial Procurement Execution Procedure approved by Resolution No 709 of the Government of the Republic of Lithuania of 1 July 2015.

## CHAPTER IX PRE-COMMERCIAL PROCUREMENT CONTRACTS



Invitation to conclude contracts:

No later than within 14 calendar days after publication of the list of tenderers made on the basis of the number of evaluation scores, the Contracting Authority shall submit a written proposal (by e-mail) to



the invited tenderers to conclude the pre-commercial procurement contract for the implementation of the respective stage.

Pre-commercial procurement contract:

The draft pre-commercial procurement contract is provided in Annex 6 of the Conditions.

Refusal of the tenderer to conclude the contract:

If the tenderer, who was offered to conclude the pre-commercial procurement contract, refuses in writing to conclude it, fails to sign the pre-commercial procurement contract by the deadline specified by the Contracting Authority or refuses to conclude the pre-commercial procurement contract under the terms and conditions specified in the procurement documents, it shall be considered that the tenderer has refused concluding the pre-commercial procurement contract. In that case, the Contracting Authority shall offer to sign the pre-commercial procurement contract to the tenderer the evaluation of whose tender according to the established ranking is the first after the tender of the tenderer who has refused concluding the pre-commercial procurement contract.

Pre-commercial procurement contract performance security:

The Contracting Authority shall request that performance of the pre-commercial procurement contract of stage II and stage III is secured by a bank guarantee or by a surety of an insurance undertaking:

- 1) The tenderer, no later than within 5 (five) working days after concluding the contract, must provide the Contracting Authority with a duly executed unconditional and irrevocable guarantee (surety) of a bank or an insurance undertaking securing the implementation of terms and conditions of the procurement contract in compliance with requirements of legal acts of the Republic of Lithuania in the form acceptable to the beneficiary of services, and all (original) documents accompanying such guarantee (surety);
- 2) The guarantor (surety provider): bank or insurance undertaking;
- 3) The amount of guarantee (surety) – 5% of the procurement contract price;
- 4) In case the Contracting Authority uses the contract performance guarantee, the tenderer, in order to continue fulfilling the contractual obligations, must, no later than within 5 (five) working days, provide the Contracting Authority with a new guarantee (surety) of securing the implementation of terms and conditions of the contract the value of which may not be lower than the amount indicated in Point 3 above;
- 5) The term of validity of the guarantee (surety) – until discharge of all contractual obligations;
- 6) The subject matter of the guarantee (surety): any breach, partial or full default on or improper performance of the tenderer's obligations and/or liabilities under the contract and its annexes;
- 7) Conditions and procedure of payment of the guarantee (surety) amount: within 10 working days after the first written notification of the Contracting Authority to the guarantor (surety provider) about the partial or full non-fulfilment or improper fulfilment of the contractual

obligations of the tenderer. The guarantor (surety provider) shall have no right to request the Contracting Authority to justify its demand. The Contracting Authority shall indicate in the notification to the guarantor (surety provider) that the guarantee (surety) amount is due to the Contracting Authority because of the tenderer's partial or full non-fulfilment of the terms and conditions of the procurement contract or other breach thereof.

## CHAPTER X INTELLECTUAL PROPERTY AND PROTECTION OF CONFIDENTIAL INFORMATION

### Intellectual property rights:

Intellectual property objects that are developed or appear when the tenderer participates in the pre-commercial procurement and/or supplies R&D services or that are created before that and are used by the tenderer in the pre-commercial procurement and/or in the supply of R&D services shall be the ownership of the tenderer. The tenderer who owns the intellectual property objects created in the pre-commercial procurement shall grant to the Contracting Authority an unlimited right to use free of charge the intellectual property objects created by the tenderer in the pre-commercial procurement, and to third parties – a nonexclusive right (e.g., a license under market conditions).

### Confidential information:

The Coordinating Body and the Contracting Authority must not:

- 1) without a prior written consent of the tenderer with whom a pre-commercial procurement contract was not concluded, disclose to third parties the confidential information received from such tenderer in the pre-commercial procurement for at least 4 years after the day of submission of the tender of such tenderer;
- 2) without a prior written consent of the tenderer with whom a pre-commercial procurement contract was concluded, disclose to third parties the confidential information received from such tenderer in the pre-commercial procurement for at least 4 years after the communication of results of the last stage of the pre-commercial procurement contract implemented.

## CHAPTER XI SUBMISSION AND HANDLING OF COMPLAINTS

The tenderers who disagree with the Contracting Authority's decisions or acts (omissions) relating to the execution of the pre-commercial procurement shall have the right, within 10 working days after receiving a written notification from the Contracting Authority on the decision taken thereby, or after becoming aware of the acts (omissions), to file a written claim with the Coordinating Body. The bringing of the claim to the Agency for Science, Innovation and Technology shall be the optional procedure of the out-of-court settlement of disputes.

Further to the receipt of the tenderer's claim, the Agency for Science, Innovation and Technology shall, within 3 working days, request in writing the Contracting Authority to present no later than within 5 working days the reasoned written explanations regarding the filed claim. Considering the filed claim, explanations and other evidence, the Coordinating Body shall, no later than within 15

working days after the receipt of the tenderer's claim, take a reasoned decision to satisfy or reject the claim and communicate the decision to the tenderer and the Contracting Authority.

## CHAPTER XII ANNEXES

Annex 1	Technical Specification
Annex 2	Tender Form
Annex 3	Procedure for the Evaluation of Tenders
Annex 4	Form for the description of the expert working experience
Annex 5	Tenderer's Declaration
Annex 6	Draft Contract
Annex 7	Aims, Goals, Activities

Annex 1  
To the Pre-commercial Procurement Conditions  
for developing a technology for preparation,  
storage and management of spatial three-  
dimensional (3D) data necessary for effective  
implementation of economic development  
projects

## **TECHNICAL SPECIFICATION FOR DEVELOPING THE TECHNOLOGY FOR PREPARATION, STORAGE AND MANAGEMENT OF SPATIAL 3D-DATA NECESSARY FOR EFFECTIVE IMPLEMENTATION OF ECONOMIC DEVELOPMENT PROJECTS**

### **I. GENERAL PART**

At present, various spatial data are being collected and stored in the Real Property Cadastre, many other cadastres and registers. However, they are not well integrated, and 2D objects are created and displayed on their basis. The two-dimensional imaging limits the perception of content; while incomplete information often leads to inaccurate, misleading decisions made by the public, government, and business. Studies have shown that 3D imaging improves the perception of transmitted information, and consequently leads to higher-quality decision-making. The receipt of integrated and as comprehensive as possible information from the existing sources in one place, which is easily perceived and visible to a user, contributes to the improvement of the quality of decisions.

The developed Technology would enable the integration of the Real Property Cadastre and other geographic information systems and the 3D representation of their data. The archival and existing materials of different purposes, types and periods would be used, such as maps, georeferenced information system data, geodetic and cadastral measurement results, orthophoto and satellite images, and the data obtained using modern laser scanning, aerial photogrammetry and terrestrial photogrammetry, building information modelling technologies. Data integration and visualization would be based on modern data modelling and data analysis methods.

### **II. GOAL OF THE R&D SERVICE TO BE PROCURED**

The goal of the R&D service is to develop a technology for preparation, storage and management of spatial 3D data necessary for efficient implementation of economic development projects. This is important for developing the spatial data infrastructure and for the progress of geo-information technology science. The goal will be achieved by using multidisciplinary research solutions and modern scientific and technological methods.

The project will integrate the up-to-date spatial data collected and stored in the Real Property Register, other cadastres and registers and information systems (for example, in the Register of Subsoil, the Register of Territorial Planning Documents, topographical plans and engineering

network plans maintained by municipalities, etc.); and the 3D models will be created on the basis of integrated data and will be published on the Internet by using the Regional Geographic Information Environment Service REGIA of the Centre of Registers (hereinafter referred to as REGIA). REGIA is an interactive map based on textual and graphical data of the Address Register of the Republic of Lithuania, in which, in accordance with the procedure established by legal acts, it is possible to enter the data, which are geographically related to the objects of the Address Register. Both government and municipal authorities, businesses and residents, use the REGIA service, therefore the publishing of project results through REGIA will ensure the greatest possible dissemination, awareness raising and use of project results among different stakeholders.

The proposed Technology must ensure practical implementation of the solutions developed by the Project for converting 2D spatial data of objects collected and stored in the Real Property Cadastre into 3D. It must also ensure the integration of 3D models of land surface structures and of land surface, as well as the creation of 3D models of underground structures (stored in the Real Property Cadastre and municipal databases) and their representation in a single REGIA environment. The proposed technology should allow transferring 3D models with lower level of details into the models with higher level of details and be able to integrate the building information models created during the BIM process. The Technology must allow dynamic representation of the history of spatial data changes using the archival and current material of different purpose, types and periods, such as maps, data of geoinformation systems, results of geodetic and cadastral measurements, orthophoto and satellite images and the data obtained using modern laser scanning, aerial photogrammetry and terrestrial photogrammetry techniques. The proposed Technology should cover the implementation of methods for processing of the point cloud data (LIDAR) obtained during the laser scanning (using aircraft) in order to automatically extract buildings, engineering structures (roads, bridges, etc.), water bodies, forest areas. The service must allow quick modelling of both external spaces (landscape, public and residential zones) as well as volumetric (3D) external and internal spaces of structures (supermarkets, houses or apartments, engineering structures and underground communications). In order to ensure the widest possible use of three-dimensional spatial data created within the scope of the Project, the 3D spatial data created by the Technology must be represented in the REGIA environment in an aesthetic and maximum user-friendly form.

The integrated information created and managed by the Technology based on R&D services would be relevant to citizens (when taking part in the state governance, when dealing with real property investments, planning trips and travelling, searching for various information, etc.) and all representatives of the government (self-government) institutions in their work using spatial data for decision making, to business representatives (investors, professionals from various fields such as architects and designers, land managers, monument protection specialists and urban planners, developers and contractors for roads and their facilities (viaducts), to the companies maintaining buildings, engineering networks, real estate brokers, property valuers, surveyors agents, etc.). The State Enterprise Centre of Registers will use the developed technology for integrating the spatial data stored in the Real Property Register, other registers and information systems, for creating 3D models for the entire territory of Lithuania and for publishing in REGIA.

### **III. REQUIREMENTS FOR THE R&D SERVICE**

**Stage I. Designing of spatial data integration concept.**

At the end of the first stage, all tenderers shall submit their developed technology concepts. Experts will evaluate them, select three from four concepts developed during the first stage, and announce three as the best ones.

**Stage II. Development of technology prototype and test product.**

Three bidding suppliers at the second stage will develop a technology prototype on the basis of the concepts, after modelling and evaluating the architecture of heterogeneous geographic information systems platforms, after developing the methodology for integrating the data obtained by laser scanning (ground and air) and other technologies with the digital photogrammetric data, after developing the guide for the use of archive material, the methodology for using data sets of large and different formats (caches, storages, etc.), and the feasibility analysis for visualization of spatial 3D data and their presentation to users.

Test product will be created on the basis of the technology prototype - spatial 3D test data will be integrated for a defined area, and a methodology for preparing, storing and managing of such data will be developed. During this stage, a full system check will be performed.

At the end of the second stage, three bidding suppliers will submit the technology prototypes and the test products developed. Two of the prototypes and test products developed by the bidding suppliers will be evaluated and selected by experts as the best ones.

**Stage III. Creating a service for publication of the test product (spatial 3D data) in REGIA.**

The test products developed during the second stage of the project (integrated spatial 3D data of the defined area) will be published on the Internet by using REGIA. To this end, a service for publishing a test product in the REGIA will be developed during the third stage. Test products developed for the defined territory will be presented to potential users. The public (potential users) will be informed of the new product within the REGIA platform itself and during the workshops. REGIA is used by government and municipal institutions, business and residents, therefore the publication of project results in REGIA will ensure the highest possible dissemination, awareness raising and use of the project results among stakeholders.

**IV. OTHER INFORMATION**

The requirements for pre-commercial procurement object set out in the Technical Specification are detailed in Annex 7 “Aims, Goals, Activities” to the Conditions.

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Annex 2

To the Pre-commercial Procurement Conditions  
for developing a technology for preparation,  
storage and management of spatial three-  
dimensional (3D) data necessary for effective  
implementation of economic development  
projects

(Tenderer's name)

(Legal entity's legal form, registered office address, contact details, name of the register where  
data about the tenderer are collected and stored, company code, VAT payer's code, if the legal  
entity is a VAT payer)

**STATE ENTERPRISE CENTRE OF REGISTERS**

**TENDER**

**FOR THE PRE-COMMERCIAL PROCUREMENT FOR DEVELOPING THE  
TECHNOLOGY FOR PREPARATION, STORAGE AND MANAGEMENT OF SPATIAL  
3D-DATA NECESSARY FOR EFFECTIVE IMPLEMENTATION OF ECONOMIC  
DEVELOPMENT PROJECTS**

20.. ....

(Date)

Tenderer's name <i>//Where a group of entities participates, names of all entities shall be specified/</i>	
Tenderer's address <i>//Where a group of entities participates, all addresses of entities shall be specified/</i>	
Full name and position of the person responsible for the tender	
Phone number	
E-mail address	

**Description of the concept of the proposed innovative product**

<b>Compliance of the tender with conditions of the Technical Specification of the pre-commercial procurement object</b>
<ul style="list-style-type: none"><li>1. Functionality:<ul style="list-style-type: none"><li>1.1. Integrity of three-dimensional (3D) modelling technology</li><li>1.2. Efficiency of three-dimensional (3D) modelling technology</li><li>1.3. Storage, management and supply of 3D models</li><li>1.4. Implementation and publication of the developed product, technology</li></ul></li><li>2. Influence on innovation. Possibilities of the proposed solution to resolve future challenges, which can be wider than specified</li><li>3. Quality:<ul style="list-style-type: none"><li>3.1. Management quality:</li><li>3.2. Risk management quality:</li></ul></li><li>4. Commercial opportunities:<ul style="list-style-type: none"><li>4.1. Assessment of the operational environment</li><li>4.2. Estimation (evaluation) of the operational costs</li></ul></li></ul>



By signing below, we declare, confirm and guarantee that:

- 1.1. We agree with all requirements of the Procurement Conditions;
- 1.2. We are interested in participating in the Procurement and concluding a procurement contract in accordance with the requirements specified in the Procurement Conditions;
- 1.4. The signatory who signs this tender verifies authenticity of the digital copies submitted with the tender at the moment of submission of such documents;
- 1.5. After careful examination of the Procurement Conditions, we are ready to provide the Services in accordance with the requirements of the Procurement Conditions.
- 1.6. Alongside the tender, we submit the following documents:



We will perform the contract with the involvement of the following sub-suppliers (sub-providers):

Names of sub-suppliers (sub-providers)	Services and their extent to be provided with the involvement of the following sub-suppliers (sub-providers)	Percentage share of services to be transferred to the sub-supplier (sub-provider)	Stage(s)

This tender also contains confidential information:

<i>To specify what information and/or parts of the tender are confidential</i>

Tender price (*for the selected stage*):

Stage	Total tender price of the relevant stage (the amount of costs the participant will actually incur for the provision of R&D services), euro	Share of the tender price per tenderer, euro	Fixed price, euro	
I				
II				
III				

Tender price in words (*for the selected stage*):

Stage I \_\_\_\_\_;

Stage II \_\_\_\_\_;

Stage III \_\_\_\_\_.

Documents accompanying the tender:

Title of submitted documents	Number of document pages
<i>[Title of the document issued by the court, the State Enterprise Centre of Registers or other competent authority and other documents supporting compliance with qualification requirements]</i>	

Tender shall be valid until \_\_\_\_\_ (*to specify the tender validity deadline*)\*.

\* The tender must be valid at least 90 calendar days from submission of the tender

By submitting this tender, we acknowledge our agreement with all terms and conditions of the Pre-commercial Procurement for developing a technology for preparation, storage and management of spatial three-dimensional (3D) data necessary for effective implementation of economic development projects.

The tender is signed with electronic signature

### Annex 3

To the Pre-commercial Procurement Conditions for developing a technology for preparation, storage and management of spatial three-dimensional (3D) data necessary for effective implementation of economic development projects

## PROCEDURE FOR THE EVALUATION OF TENDERS

### GENERAL INFORMATION

1. The tenders submitted for the pre-commercial procurement and the results provided by the tenderers at the end of each pre-commercial procurement stage shall be examined and evaluated by the Pre-commercial Procurement Commission and/or by the engaged experts.

2. Evaluation of the tender and stage results:

2.1. The administrative evaluation: examination of compliance of the submitted documents and of the tenderers' qualifications with the formal requirements of procurement conditions. The administrative evaluation shall be performed only with regard to the tenders submitted for the Stage I of the pre-commercial procurement.

2.2. The tenders that were not rejected by the Contracting Authority after the administrative evaluation and the results provided by the tenderers at the end of the pre-commercial procurement stages shall be evaluated in accordance with the evaluation criteria (the score points are summed up).

3. The same evaluation criteria will be used during all 3 stages of the pre-commercial procurement.

4. Based on the evaluation, the Procurement Commission shall produce the ranking of tenders and takes a decision on the participation of tenderers in the next stage of procurement.

5. Tenders submitted by tenderers of pre-commercial procurement and the results of pre-procurement stages shall be evaluated against the criteria given below:

Evaluation criteria	Maximum score	Tenders submitted by tenderers of pre-commercial procurement	Stage I	Stage II	Stage III
1. Functionality (T1)		$Y_1 = 55$	$Y_1 = 55$	$Y_1 = 55$	$Y_1 = 55$
Integrity of three-dimensional (3D) modelling technology (P1.1)	$R_{1.1 \max} = 100$	$L_{1.1} = 0,30$	$L_{1.1} = 0,30$	$L_{1.1} = 0,40$	$L_{1.1} = 0,20$
1.2. Efficiency of three-dimensional (3D) modelling technology (P1.2)	$R_{1.2 \max} = 100$	$L_{1.2} = 0,30$	$L_{1.2} = 0,30$	$L_{1.2} = 0,25$	$L_{1.2} = 0,20$
1.3. Storage, management and supply of 3D models (P1.3)	$R_{1.3 \max} = 100$	$L_{1.3} = 0,30$	$L_{1.3} = 0,30$	$L_{1.3} = 0,25$	$L_{1.3} = 0,20$
1.4. Implementation and publication of the developed product, technology (P1.4)	$R_{1.4 \max} = 100$	$L_{1.4} = 0,10$	$L_{1.4} = 0,10$	$L_{1.4} = 0,10$	$L_{1.4} = 0,40$
2. Influence on innovation (T2)		$Y_2 = 5$	$Y_2 = 5$	$Y_2 = 5$	$Y_2 = 5$
2.1. Possibilities of the proposed solution to resolve future challenges, which can be wider than specified, are evaluated (P2.1)	$R_{2 \max} = 100$	$L_2 = 1$	$L_2 = 1$	$L_2 = 1$	$L_2 = 1$
3. Quality (T3)		$Y_3 = 20$	$Y_3 = 20$	$Y_3 = 20$	$Y_3 = 20$

3.1. Management quality (P3.1)	$R_{3.1 \max} = 100$	$L_3 = 0,5$	$L_3 = 0,5$	$L_3 = 0,5$	$L_3 = 0,5$
3.2. Risk management quality (P3.2)	$R_{3.2 \max} = 100$	$L_3 = 0,5$	$L_3 = 0,5$	$L_3 = 0,5$	$L_3 = 0,5$
4. Commercial opportunities (T4)		$Y_4 = 20$	$Y_4 = 20$	$Y_4 = 20$	$Y_4 = 20$
4.1. Assessment of the operational environment (P4.1)	$R_{4.1 \max} = 100$	$L_4 = 0,5$	$L_4 = 0,5$	$L_4 = 0,5$	$L_4 = 0,5$
4.2. Estimation (evaluation) of the operational costs (P4.2)	$R_{4.2 \max} = 100$	$L_4 = 0,5$	$L_4 = 0,5$	$L_4 = 0,5$	$L_4 = 0,5$

## DESCRIPTION OF EVALUATION CRITERIA

Criterion	Explanation of the criterion
1. Functionality (T <sub>1</sub> )	Scores shall be assigned for the compliance of the proposed solution with the Technical Specification and other specified functionality requirements. Additional functionality evaluation parameters are identified below:
1.1. Integrity of three-dimensional (3D) modelling technology (P <sub>1</sub> )	<p><i>Three-dimensional (3D) modelling technology to be developed should integrate the up-to-date spatial data from various sources and build three-dimensional (3D) models with different level of details on the basis of such data.</i></p> <p><i>Aspects of evaluation:</i></p> <ul style="list-style-type: none"> <li>▪ <i>Use of the up-to-date and historical data of all types of real property cadastre objects stored in the Real Property Register (including engineering structures and premises) and evaluation of such use;</i></li> <li>▪ <i>Evaluation of the use of up-to-date and historical engineering infrastructure spatial data stored in the Real Property Register and other IS and the use of such data;</i></li> <li>▪ <i>Land surface modelling using spatial data of land surface as well as assessment of the possibilities to use drones for updating land surface data and the use of such data;</i></li> <li>▪ <i>Integration of three-dimensional land surface model and other three-dimensional (3D) objects into the common 3D model;</i></li> <li>▪ <i>Use of the point cloud data obtained during laser scanning, aerial photography for the purpose of automated extraction of buildings, engineering structures (roads, bridges, etc.), water bodies, forest areas;</i></li> <li>▪ <i>Evaluation of the use of other spatial data of cadastres, registers, information systems, such as territorial planning, protected territories and others important for the economic development projects and the use of such data in three-dimensional (3D) modelling.</i></li> </ul>

<p><i>1.2. Efficiency of three-dimensional (3D) modelling technology (P<sub>2</sub>)</i></p>	<p><i>The technology for using three-dimensional (3D) models and creating them from the two-dimensional spatial data, which has to be developed, should implement the efficiency requirements described in the Technical Specification, which are related with technology use environment.</i></p> <p><i>Aspects of evaluation:</i></p> <ul style="list-style-type: none"> <li>▪ <i>The level of details in three-dimensional (3D) models under creation, management of the level of details in the models to be created, depending on the use case of the model, the use of two-dimensional spatial for the creation of models and other circumstances;</i></li> <li>▪ <i>Three-dimensional (3D) modelling speed when the level of details in 3D models differs;</i></li> <li>▪ <i>Possibility of using technology for large-scale two-dimensional data processing and 3D modelling from these data;</i></li> <li>▪ <i>Quality assurance methods for 3D models created (e.g. automated error detection, automated model adjustment, etc.).</i></li> </ul>
<p><i>1.3. Storage, management and supply of 3D models (P<sub>3</sub>)</i></p>	<p><i>The technology to be developed must include not only techniques for the development of three-dimensional (3D) objects but also effective storage, management, versioning and selection of models as well as their supply for usage. The possible processes for detailing and updating models should be also evaluated and used.</i></p> <p><i>Aspects of evaluation:</i></p> <ul style="list-style-type: none"> <li>▪ <i>Efficiency of the proposed storage for the created three-dimensional (3D) object models - optimal use of technical resources and infrastructure;</i></li> <li>▪ <i>Ensuring storage and management of versioned three-dimensional (3D) models with different levels of details.</i></li> </ul>
<p><i>1.4. Implementation and publication of the developed product, technology (P<sub>4</sub>)</i></p>	<p><i>Integrated three-dimensional models that have been created for a defined territory must be made fully accessible to a wide variety of user groups. They should be provided for viewing and presented in the form of applications.</i></p> <p><i>Aspects of evaluation:</i></p> <ul style="list-style-type: none"> <li>▪ <i>Availability of built-in three-dimensional (3D) modelling tools, the need for specific competencies or technical tools, ease of use;</i></li> <li>▪ <i>Availability of created three-dimensional models for users: necessary technological tools, accessibility (e.g., accessible wherever there is the Internet), the use of 3D models and apps on mobile devices;</i></li> <li>▪ <i>Convenience of user interfaces for viewing three-dimensional (3D) models, for viewing history of changes of 3D models, for management and other use;</i></li> </ul>

	<ul style="list-style-type: none"> <li>▪ <i>Applications for using three-dimensional (3D) models are offered and realized - spatial analysis tools (e.g. visual disturbance, shadow cast, etc.)</i></li> </ul>
2. Influence on innovation (T <sub>2</sub> )	Scores shall be awarded for the possibilities of the proposed solution to resolve future challenges, which can be wider than specified (P <sub>2.1</sub> ), and for the influence upon wider use of three-dimensional (3D) technologies both at the Contracting Authority and generally in Lithuania.
3. Quality (T <sub>3</sub> )	<p>Two aspects are evaluated:</p> <ul style="list-style-type: none"> <li>▪ Management quality (P<sub>3.1</sub>) – solution implementation management, taking into account the work schedule, the management of project changes, human and material resources, including technical capabilities.</li> <li>▪ Risk management quality (P<sub>3.2</sub>) – risk identification and management. What are the key identified risks (technical, commercial, etc.) and how efficiently they will be managed?</li> </ul>
4. Commercial opportunities (T <sub>4</sub> )	<p>Business plan and operation analysis:</p> <ul style="list-style-type: none"> <li>▪ Assessment of the operational environment (P<sub>4.1</sub>): assessment of the current situation of information systems in operation for the formation of real property objects, registration, data storage, imaging; identification of spatial data relevant to the development of wider 3D models (identifying the existing data or recommended data) and submission of proposals;</li> <li>▪ Operational costs (P<sub>4.2</sub>) (if applicable, for example, a plan for protection of intellectual property arising from the technology developed, patents, licenses, maintenance costs, etc.).</li> </ul>

6. The tender evaluation score (S) shall be calculated by summing up the scores for each of the criteria (T<sub>i</sub>):

$$S = \sum_i T_i$$

6.1. The scores for each of the evaluation criteria (T<sub>i</sub>) shall be calculated by multiplying the sum of evaluations against the parameters (P<sub>s</sub>) of this criterion by weighting (Y<sub>i</sub>) of the criterion, which is being evaluated:

$$T_i = (\sum_s P_s) \times Y_i$$

6.2. The evaluation of the parameter of the criterion (P<sub>s</sub>) shall be calculated by comparing value of the parameter, which is being evaluated, (R<sub>p</sub>) with the value of the same parameter in the best tender (R<sub>max</sub>) and multiplying by weighting of the parameter of the criterion, which is being evaluated (L<sub>s</sub>):

$$P_s = \frac{R_p}{R_{\max}} \cdot L_s;$$

Where:

$R_p$  – value of the parameter, which is being evaluated, consisting of the average of scores awarded to the parameter during the evaluation process, i.e. when evaluating compliance of the parameter, each member of the Commission (expert) awards a certain score to that parameter. The scores awarded by all members of the Commission (experts) are summed up, and the average of the parameter is calculated;

$R_{max}$  – the best value of the parameter with reference to the evaluation scores awarded by the members of the Commission (experts).

7. All criteria are qualitative ones. In order to facilitate the evaluation and to harmonize possible interpretations of the scores, members of the Commission (experts), after analysing the tenders, award scores with reference to the relevant values of the criterion as follows:

Score	Evaluation	Explanation	Justification (indicated by the person involved in evaluation)
91-100	Exceptional	The tender and the measures to achieve the objective extend beyond the technical specification limits; high added value is offered, exceeding the set minimum requirements.	
81-90	Excellent	All the requirements are considered; the submitted tender is very convincing, based on experiences, explicitly justified and comprehensive.	
71-80	Very good	All the requirements are considered; the submitted tender is convincing, explicitly justified and comprehensive.	
61-70	Good	All the requirements are considered; the tender reveals perception that is fully in line with the provisions of Technical Specification.	
51-60	Almost good	All mandatory requirements are considered; however, certain aspects have not been fully disclosed; there are some inaccuracies.	
41-50	Average	The tender is not detailed enough and does not fully comply with the technical requirements.	
31-40	Weak	The tender is not reasonable and convincing; compliance of the tender with the terms and conditions	

		of the technical specification is only formal one.	
21-30	Very weak	Only declarative compliance with the requirements of the technical specification is given.	
11-20	Negative	The tender does not take into account most of the essential requirements.	
0-10	Negative	The tender does not meet all or almost all of the established requirements	



Annex 4

To the Pre-commercial Procurement Conditions for developing a technology for preparation, storage and management of spatial three-dimensional (3D) data necessary for effective implementation of economic development projects

[forename and surname/name of the tenderer]

**DESCRIPTION OF THE EXPERT WORKING EXPERIENCE**

[day] [month] 2018

[city]

1. **Role in the project:** [e.g. Project Leader]
2. **Forename:**
3. **Surname:**
4. **Education:**

<b>Institution</b> <i>(from – to)</i>	<b>Degree or diploma obtained:</b>

5. **Professional experience:**

<b>Date</b> <i>(from – to)</i>	<b>City, country</b>	<b>Company, organisation</b>	<b>Position</b>	<b>Description</b>

6. **List of the projects evidencing the requirements for relevant expertise:**

*[a description of the experience that will allow to identify whether the expert has the required expertise, including the name(s) of the project(s) implemented, the implementation period(s) to the nearest month, contact details of the persons who can provide information on the implemented project(s), other important information about the project(s)]*

Annex 5

To the Pre-commercial Procurement Conditions for developing a technology for preparation, storage and management of spatial three-dimensional (3D) data necessary for effective implementation of economic development projects

**TENDERER'S DECLARATION**

[*day*] [*month*] 2018

1. I, \_\_\_\_\_ ,  
(position of the tenderer's manager or his/her authorized person, forename and surname)  
hereby confirm that \_\_\_\_\_ , managed (represented) by me  
(name of the tenderer)  
who participates in \_\_\_\_\_  
(type of the procurement, name of the procurement object)  
conducted by \_\_\_\_\_  
(name of the Contracting Authority)  
\_\_\_\_\_ ,

has not employed the nationals of third-countries illegally staying in the Republic of Lithuania, or has recruited five or more nationals of third-countries illegally staying in the Republic of Lithuania, or has employed the national of third-countries illegally staying in the Republic of Lithuania under particularly exploitative working conditions, or has employed the minor national of third-countries an illegally staying in the Republic of Lithuania;

The manager of the tenderer having the right to conclude a transaction on behalf of the legal entity, or the accountant (accountants) or another (other) person(s) having the right to draw up and sign the tenderer's accounting records and documents, has no conviction (or conviction has expired or has been withdrawn); during the last 5 years there was no final judgement or conviction made having the force of *res judicata* with regard to the tenderer (legal entity) for criminal offenses to property, property rights and property interests, intellectual property or industrial property, economy and business practice, financial system, public service and public interests.

I am aware that if the declaration submitted by me is false, the tender submitted by the tenderer will be rejected. The tenderer shall be responsible for correctness of the information provided in the declaration in the manner prescribed for by laws.

If a group of entities participates in the procurement, each entity has to fill in the declaration.

**On behalf of the tenderer:**

\_\_\_\_\_

To the Pre-commercial Procurement Conditions for developing a technology for preparation, storage and management of spatial three-dimensional (3D) data necessary for effective implementation of economic development projects

**CONTRACT FOR PRE-COMMERCIAL PROCUREMENT OF DEVELOPING THE TECHNOLOGY FOR PREPARATION, STORAGE AND MANAGEMENT OF SPATIAL 3D-DATA NECESSARY FOR EFFECTIVE IMPLEMENTATION OF ECONOMIC DEVELOPMENT PROJECTS [TO INDICATE THE STAGE OF THE PRE-COMMERCIAL PROCUREMENT] NO \_\_\_\_\_**

[...] [...] 20[...]  
Vilnius

The State Enterprise Centre of Registers, code of legal entity 124110246, registered office address: Vinco Kudirkos g. 18-3 Vilnius, data about the entity are collected and stored in the Register of Legal Entities, represented by [position, forename and surname of the person signing the contract], acting on the basis of [to specify the document whereby the signing person is authorised to sign the contract] (hereinafter referred to as the **CA**),

and

[**Name of the Tenderer**], code of legal entity [...], registered office address [...], data about the entity are collected and stored in the Register of Legal Entities, represented by [position, forename and surname of the person signing the contract], acting on the basis of [to specify the document whereby the signing person is authorised to sign the contract] (hereinafter referred to as the **Tenderer**) (hereinafter collectively referred to as the **Parties**, and individually – the **Party**),

have concluded this contract on pre-commercial procurement of Developing the Technology for Preparation, Storage and Management of Spatial 3D-Data Necessary for Effective Implementation of Economic Development Projects [to specify the pre-commercial procurement stage] (hereinafter referred to as the **Contract**) and agreed on the below listed terms and conditions.

**1. Subject matter of the Contract**

1.1. By virtue of the Contract, the Tenderer undertakes, in accordance with the procedure and terms and conditions established in the Contract [please select the object of the pre-commercial procurement stage: to develop and prove the concept of the pre-commercial procurement of Developing the Technology for Preparation, Storage and Management of Spatial 3D-Data Necessary for Effective Implementation of Economic Development Projects / to create the prototype of the pre-commercial procurement of Developing the Technology for Preparation, Storage and Management of Spatial 3D-Data Necessary for Effective Implementation of Economic Development Projects and to create the innovative product test batch of the 3D models / to publish the spatial 3D in REGIA (hereinafter referred to as the **Pre-commercial Procurement Result**).

1.2. By virtue of the Contract, the CA undertakes, acting in accordance with the procedure and terms and conditions established in the Contract, to pay to the Tenderer for the properly and timely created Pre-commercial Procurement Result.

1.3. The Pre-commercial Procurement Result and its development requirements are provided for in Annex 1 “Technical Specification”.

## **2. Contract price (pricing rules) and terms of payment**

2.1. The total value of created Pre-commercial Procurement Result [specify the value in euro in figures and words] of which the Tenderer's share of costs is [to indicate the value in euros in figures and words] while the share of costs to be borne by the CA [to specify the value in euros in figures and words]. The CA shall pay to the Tenderer for the properly and timely created Pre-commercial Procurement Result in accordance with the procedure established in the Contract [to specify the value in euro in figures and words] (hereinafter generally referred to as the Price).

2.2. The Price shall be maximum and fixed.

2.3. Where the CA establishes that the Pre-commercial Procurement Result or its technical, functional, quantitative and qualitative criteria do not meet the requirements set forth in the Contract and in the pre-commercial procurement documents, the Price payable to the Tenderer shall be reduced proportionately to the achieved results.

2.4. The Price shall be reduced by a common written agreement of the Parties. Such agreement between the Parties must be reached no later than within 15 (fifteen) working days after the written notification of the Price reduction communicated by the CA to the Tenderer. If the Parties fail to agree on the proportionate reduction of the Price, the CA must apply in writing to the Coordinating Body of the pre-commercial procurement requesting to determine, with the engagement of experts, by what proportion the Price should be reduced.

2.5. Where the pre-commercial procurement object or its technical, functional, qualitative and quantitative criteria do not meet the requirements of the Contract and of the pre-commercial procurement documents through the fault of the Tenderer, the Price shall not be paid to the Tenderer.

2.6. At Stage II and Stage III of pre-commercial procurement, the CA shall pay to the Tenderer an advance of 25 % from the amount of the Price within 5 days of the day of signing the Contract by transferring the advance to the Tenderer's bank account specified in the Contract.

2.7. The CA shall accept the result of the Contract from the Tenderer against signature. When accepting the result of the Contract the CA must satisfy itself that the pre-commercial procurement object, its technical, functional, qualitative and quantitative criteria meet the requirements of the pre-commercial procurement contract and of the pre-commercial procurement documents and that other terms and conditions set forth in the Contract are not breached. The CA shall pay to the Tenderer for the produced appropriate Pre-commercial Procurement Result, which complies with the terms and conditions of the Contract, no later than within 30 (thirty) calendar days of the day of receiving the VAT invoice in the information system e-Invoice (website of the e-service "e-Invoice" at [www.esaskaita.eu](http://www.esaskaita.eu)) and of signing the Deed of Acceptance–Transfer of the Pre-commercial Procurement Result (Annex 2 "Form of the Deed of Acceptance–Transfer of the Pre-commercial Procurement Result" to the Contract) (depending on which of the dates is later).

## **3. Procedure for Transferring the Pre-Commercial Procurement Result to the CA**

3.1. The CA shall accept the result of the pre-commercial procurement from the Tenderer against signature on the basis of the Deed of Acceptance–Transfer (Annex 2 to the Contract).

3.2. When accepting the result of the pre-commercial procurement the CA must satisfy itself that the pre-commercial procurement result, its technical, functional, qualitative and quantitative criteria meet the requirements of the pre-commercial procurement contract and of the pre-commercial procurement documents and that other terms and conditions set forth in the Contract are not breached.

3.3. In cases, where the CA checks and/or accepts the specific result of the pre-commercial procurement in separate stages, the procedure and terms for accepting the result of the pre-commercial procurement are set out in Annex 3.

3.4. Upon accepting the result of pre-commercial procurement in parts, the CA shall create conditions for the Tenderer to rectify the deficiencies identified by the CA. If the Tenderer does not eliminate deficiencies within the period specified by the CA, not longer than 10 working days, it shall

be deemed that the result of pre-commercial procurement or its technical, functional, quantitative and qualitative criteria do not meet the requirements stipulated in this Contract and pre-commercial procurement documents due to the fault of the Tenderer.

#### **4. Rights and obligations of the Parties**

4.1. The Tenderer undertakes to develop the Pre-commercial Procurement Result in a professional, diligent and careful manner, acting in accordance with provisions of the Contract and requirements of legal acts, and to ensure the compliance of the Pre-commercial Procurement Result with requirements of Annex 1 “Technical Specification” to the Contract, and Annex 4 “Aims, Goals, Activities” to the Contract and to fulfil all duties arising from the Contract in accordance with the procedure established in the Contract, to act in good faith and to cooperate with the CA in fulfilling his contractual obligations.

4.2. The Tenderer undertakes to enable the CA and other competent authorities respectively authorised by laws or other legal acts to check the performance of the Contract.

4.3. For the purpose of performing the Contract, the Tenderer shall have the right to involve the sub-supplier(s), provided that the Tenderer has indicated the intention to involve the sub-supplier(s) in his tender.

4.4. The CA or its designated representative shall have the right to receive documents confirming the expenses incurred during the execution of the project from the Tenderer.

4.5. The CA undertakes to pay the Price specified in the Contract in accordance with the procedure and time limits established in the Contract and to fulfil all its duties arising from the Contract in accordance with the procedure established in the Contract and to act in good faith, in compliance with requirements of the Contract and legal acts and to cooperate with the Tenderer in performing the Contract.

4.6. The CA or the authorised representative appointed thereby shall have the right to receive from the Tenderer all necessary information pertaining to the development of the Pre-commercial Procurement Result, get familiarised with the documents or information relating to the Pre-commercial Procurement Result and performance of the Contract, and monitor the performance of the Contract and on-site checks.

4.7. The Parties shall agree to cooperate and collaborate with each other, to inform about the progress of the obligations undertaken in a timely manner and to notify without delay of circumstances that may impede the quality and timely fulfilment of their obligations.

4.8. The CA shall undertake to provide the tenderers with the data it processes that are needed for implementation of pre-commercial procurement activities, as well as to mediate, if needed, for submitting data processed by other institutions to tenderers. Before transferring the data necessary for the implementation of pre-commercial procurement activities, an agreement between the CA and the Tenderer on the provision of data will be signed.

#### **5. Acknowledgements and guarantees**

5.1. Each of the Parties hereby represents and guarantees to the other Party that:

5.1.1. the Party has all rights, powers and approvals necessary for the conclusion and performance of the Contract;

5.1.2. the Party has carried out all required legal actions for the Contract to be properly concluded and valid, and holds all permits and licenses provided for by legal acts and has the employees required for supplying or receiving the services;

5.1.3. the conclusion and performance of the Contract does not violate i) the respective Party's articles of association, business documents; ii) laws and other legal acts applicable to it; iii) decisions, acts or other documents of the court or other public authorities that are binding on the respective Party; iv) agreements concluded by the respective Party or unilateral obligations assumed in respect of third parties; v) rights of creditors of the respective Party.

## **6. Liability**

6.1. Where the Tenderer delays, through his fault, the development of the Pre-commercial Procurement Result during the period fixed in the Contract, the CA may, without a written notice and without losing the right to other remedies, demand under the Contract late payment interest of 0.02 % from the amount of the Price per each delayed day calculated from the end of the Pre-commercial Procurement Result development period specified in the Contract until the day of the actual development and transfer of the delayed Pre-commercial Procurement Result. Late payment interest may be withheld from the Price payable to the Tenderer.

6.2. In the event of the failure to make the payment within the fixed time limits, the CA must pay, on the Tenderer's request, late payment interest of 0.02 % from the delayed amount of the Price per each delayed day.

6.3. The payment of late payment interest shall not relieve the Parties from the duty to discharge the obligations assumed under the Contract.

6.4. Where the Tenderer is unable to fulfil in a timely and/or proper manner the obligations provided for in the Contract due to the fault of the CA and/or due to circumstances depending on the CA, and/or due to any other circumstances beyond control of the Tenderer, the Tenderer shall be exempted from the liability under this part of the Contract and shall not be charged late payment interest.

6.5. The Party which fails to fulfil or improperly fulfils its obligations under the Contract must indemnify to the other Party all resulting direct losses.

6.6. In all instances, the Party to the Contract shall indemnify only direct losses according to this Contract, and the amount of the indemnified losses may not exceed the Price. This limitation of liability shall not apply when losses arise from deliberate acts or gross negligence of the Party to the Contract.

6.7. Where the Tenderer breaches the obligations provided for in the Contract (excluding the case provided for under paragraph 2.4 of the Contract), the CA shall have the right to notify in writing the Tenderer and eliminate the breaches within the reasonably fixed time limit. Where the Tenderer fails to eliminate the breaches within the time limit fixed by the CA, the latter shall have the right to unilaterally terminate the Contract and claim compensation for losses incurred as a result of the breach.

## **7. Contract validity, amendment, expiry and termination**

7.1. The Contract shall enter into force on the day of its signing. The Contract shall be valid until the proper fulfilment of all obligations, but no longer than by [...] [...] 20[...].

7.2. During validity of the Contract, its terms and conditions may not be amended, except for those terms and conditions of the Contract the amendment of which would not be in breach of the pre-commercial procurement principles. Amendments to the Contract shall be documented in the form of an additional agreement signed by both Parties to the Contract.

7.3. Risks relating to other taxes and expenditure shall be borne by the Tenderer. If taxation environment changes and other taxes or expenditure are applied, or in the event of change in the general price level and changes in prices of the groups of services, the Price shall not be recalculated.

7.4. In addition to the cases of termination of the Contract specified therein, the Contract may be terminated in accordance with the procedure and in the cases specified in the Civil Code of the Republic of Lithuania and/or other legal acts.

## **8. Force majeure**

8.1. The Party shall not be held liable for the non-fulfilment or improper fulfilment of any obligations under the Contract, if the Party proves that the reason for that was the circumstances which the Party could not control and reasonably foresee, avoid or remove by any means, e.g., decisions of the Government and other acts affecting the Party's business, political unrest, strikes,

declared and undeclared wars, other armed conflicts, fires, tides, other natural disasters (hereinafter referred to as **force majeure circumstances**). Under force majeure circumstances, the Parties shall be exempted from liability for the non-fulfilment or improper fulfilment of the obligations provided for in the Contract in accordance with the procedure set forth by legal acts of the Republic of Lithuania, and the time limit for the fulfilment of the obligations shall be extended.

8.2. The Party seeking exemption from liability must notify the other Party in writing of force majeure circumstances immediately, but no later than within 3 (three) working days of the occurrence or of becoming aware of such circumstances by providing the proof demonstrating that it has taken all reasonable precautions and has made all efforts to reduce expenses or adverse consequences, and also notify of the expected time limit of the fulfilment of obligations. The notification shall also be required when the grounds for the non-fulfilment of the obligations cease to exist.

8.3. The grounds for exemption of the Party from liability shall appear from the moment of occurrence of force majeure circumstances or, where the notification has not been submitted in a timely manner – from the moment of the receipt of the notification. The Party communicating the notification with delay or failing to notify must indemnify to the other Party the damage incurred thereby due the late notification or due to the failure to notify.

8.4. Where force majeure circumstances persist for more than 30 (thirty) calendar days, either Party shall have the right to terminate the Contract notifying the other Party no later than 10 (ten) calendar days before the Contract termination day.

## **9. Guarantee for execution of the Contract**

9.1. To ensure the enforcement of the Contract, the Tenderer, no later than 5 (five) business days from the Contract signing date for stage II and III, must provide a guarantee issued by a bank registered in the Republic of Lithuania or abroad or a surety letter of the insurance company, as provided for in the pre-commercial procurement terms and conditions. The guarantee value must be at least 5% of the Contract procurement price (EUR 24,519.00 (twenty four thousand five hundred and nineteen euros)). The Contract shall enter into force only upon submission of the required Contract guarantee by the Tenderer.

## **10. Exercise of intellectual property rights**

10.1. Intellectual property objects that are created or appear during or before the participation of the Tenderer in the pre-commercial procurement and/or supply of scientific research and experimental development (hereinafter referred to as the **R&D**) services, if they are used by the Tenderer in the pre-commercial procurement and/or in the supply of the R&D services, shall belong to the Tenderer.

10.2. The Tenderer must grant to the CA the right of unlimited and free of charge use of the intellectual property objects developed in the pre-commercial procurement, and to third parties – a non-exclusive right (e.g., a licence under market conditions).

## **11. Use of physical property developed in the pre-commercial procurement**

11.1. Where the Pre-commercial Procurement Results developed by the Tenderer in the pre-commercial procurement are inextricably connected to physical property (the created prototype of the innovative product: source codes, algorithms, methods, data processing models or similar; or the innovative product test batch: source codes, processed data sets, installation instructions or similar), the Tenderer must transfer this property to the CA.

11.2. The transfer of physical property shall be recorded in the Deed of Acceptance–Transfer of the Pre-commercial Procurement Result (Annex 2 “Form of the Deed of Acceptance–Transfer of the Pre-commercial Procurement Result” to the Contract).

## **12. Miscellaneous**

12.1. The Parties acknowledge that by concluding this Contract they express their willingness to be bound by the Contract.

12.2. The Contract is concluded and must be performed and construed according to laws of the Republic of Lithuania and shall be governed by law of the Republic of Lithuania.

12.3. Any provision of the Contract which becomes or is declared fully or partially invalid shall not affect the validity of the remaining provisions of the Contract.

12.4. Where for the performance of the Contract the Tenderer involves the sub-supplier(s) who improperly fulfils (fulfil) the obligations to the Tenderer and also when the sub-supplier(s) is (are) incapable of fulfilling the obligations to the Tenderer because of the instituted bankruptcy proceedings and/or a similar situation, the Tenderer may replace the sub-supplier(s) notifying the CA in writing in accordance with the procedure set forth in the Contract stating the reasons for the replacement of the sub-supplier(s). In the event of the replacement of the sub-supplier(s) the Parties shall conclude an agreement on the replacement of the sub-supplier(s). This clause of the Contract shall apply where the Tenderer has indicated the intention to involve the sub-supplier(s) in his tender).

12.5. Each Party undertakes, without a prior written consent of the other Party, not to disclose to any third parties the confidential information received in the pre-commercial procurement for at least 4 (four) years after the last transfer of the pre-commercial procurement contract performance results.

12.6. Disputes shall be settled by way of negotiations, and in the event of the failure to settle the dispute within 30 (thirty) calendar days of the starting day of the dispute (the starting day of the dispute shall be the day on which one Party to the Contract receives a claim from the other Party filed in accordance with the procedure set forth in the Contract); the dispute shall be settled before a competent court in accordance with the procedure set forth by laws.

12.7. The Parties agree that all correspondence concerning the Contract between the Parties shall take place in the Lithuanian language. All notifications and other correspondence which may be submitted by one Party to the other Party under the Contract shall be considered to be valid and duly delivered when the acknowledgement of the receipt is received or when they are sent by a registered mail, fax or by e-mail to the addresses of the Parties specified in the Contract, other addresses or fax numbers indicated by one Party when communicating the notification.

12.8. In the event of change of the Party's address and/or other contact or payment details, the Party must notify the other Party of the envisaged change of such details no later than before 3 (three) working days. If the Party defaults on the duty to notify, it shall be considered that the other Party has properly fulfilled its duties where it has fulfilled them using the last contact and/or payment details available to it.

12.9. The Contract shall be concluded in two copies of equal legal value in the Lithuanian language delivering one copy to each Party.

12.10. An inseparable part of this Contract:

Annex 1 "Technical Specification"

Annex 2 "Form of the Deed of Acceptance–Transfer of the Pre-commercial Procurement Result"

Annex 3 "Testing Procedure of the Pre-commercial Procurement Result"

Annex 4 "Project Aim, Goals, Activities"

Annex 5 "Tender"

**CONTRACTING AUTHORITY**

**State Enterprise Centre of Registers**

Code of legal entity: 124110246

Address: Vinco Kudirkos g. 18-3,  
03105 Vilnius

E-mail: [info@registrucentras.lt](mailto:info@registrucentras.lt)

Tel.: (8 5) 268 8202

**TENDERER**

[name]

Code of legal entity: [...]

Address: [...]

E-mail: [...]

Tel.: [...]



Fax: (8 5) 268 8311  
Bank, code AB DNB bankas  
IBAN: LT944010042400050387

Fax: [...]  
[...] bank, code [...] IBAN: [...]

VAT payer's code: [...]

[position]  
[forename and surname]

---

Place of seal

[position]  
[forename and surname]

---

Place of seal

Annex 2  
to the Pre-commercial Purchase Contract  
“Form of the deed of acceptance-transfer of  
the result of the pre-commercial procurement”

**DEED OF ACCEPTANCE–TRANSFER  
OF THE RESULT OF THE PRE-COMMERCIAL PROCUREMENT  
“DEVELOPMENT OF TECHNOLOGY FOR PREPARATION, STORAGE AND  
MANAGEMENT OF SPATIAL THREE-DIMENSIONAL (3D) DATA NECESSARY FOR  
EFFECTIVE IMPLEMENTATION OF ECONOMIC DEVELOPMENT PROJECTS” [TO  
SPECIFY THE STAGE]**

[...] [...] 201[...]  
Vilnius

State Enterprise Centre of Registers, code of legal entity: 124110246, registered office address: Vinco Kudirkos g. 18-3 Vilnius, data on legal entity are collected and stored at the Register of Legal Entities of the Republic of Lithuania, represented by [position, forename, surname], acting in accordance with the [Regulations/Statutes] of the Centre of Registers, shall **accept**,

whereas

[**name of the tenderer**], code of legal entity: [ ... ], registered office address: [ ... ], data on legal entity are collected and stored at the Register of Legal Entities of the Republic of Lithuania, represented by [position, forename, surname], acting in accordance with the [Regulations/Statutes/Power of Attorney], shall **transfer**

Result(s) of the **Pre-commercial procurement** “Development of technology for preparation, storage and management of spatial three-dimensional (3D) data necessary for effective implementation of economic development projects” [*specify the results*], as it is established in the contract No [...] for Stage [*specify the stage of the pre-commercial procurement*] of the Pre-commercial Procurement [*specify the pre-commercial purchase object name*] as of [...] [...] 201[...] (hereinafter referred to as the **Contract**).

By this deed, the parties to the Contract confirm that they have no claims to each other regarding the fulfilment of the obligations of the Contract. This statement does not cover cases when it is not possible to notice the shortcomings of the pre-commercial procurement result(s) during the acceptance-transmission of the results.

The deed has been executed in two legal copies, each copy having the same legal power. Each Party shall receive a copy of the deed.

**CONTRACTING AUTHORITY**  
**State Enterprise Centre of Registers**  
Code of legal entity: 124110246  
Address: Vinco Kudirkos g. 18-3,  
03105 Vilnius  
E-mail: [info@registrucentras.lt](mailto:info@registrucentras.lt)  
Tel.: (8 5) 268 8202

**TENDERER**  
[name]  
Code of legal entity: [...]  
[Address]  
  
E-mail: [...]  
Tel.: [...]

Fax: (8 5) 268 8311  
Bank, code AB DNB bank  
IBAN.: LT944010042400050387

[position]  
[forename and surname]

---

Place of seal

Fax: [...]  
[...] bank, code [...] IBAN.: [...]

VAT payer's code: [...]

[position]  
[forename, surname]

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Place of seal

## PROCEDURE AND TERMS FOR TESTING PRE-COMMERCIAL PROCUREMENT RESULT IN PHASES

Phase	Technologies tested during the partial testing	Requirements of Technical Specifications that have been fulfilled during testing	Deadline for implementation of the phase	Deadline for remedying defects

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**Project aim:** To develop the technology for preparation, storage and management of spatial (3D) data necessary for the effective implementation of economic development projects. The technology would enable integration of the data of the Real Property Register and other geographical information systems, their three-dimensional (3D) representation, data processing and management.

Information about the data stored in the Real Property Register, technologies, applications and information systems used for data processing is given at:  
[http://www.registrucentras.lt/bylos/dokumentai/geo/SECR\\_data\\_addresses\\_buildings\\_map.pdf](http://www.registrucentras.lt/bylos/dokumentai/geo/SECR_data_addresses_buildings_map.pdf)

Goal of the project	Planned project activity	Description of the planned project activity	Physical indicators
1. To integrate up-to-date spatial data stored in the Real Property Register, other cadastres and registers as well as information systems, to create 3D models on the basis of integrated data	1.1. Preparation of 3D models of the ground real property objects	1.1. Cadastral data (both graphical and textual data) of real property objects stored in the Real Property Register, their types, data volumes are analysed. Evaluation is performed whether there enough current data for the automated creation of 3D models. An analysis and evaluation is done what additional data must be collected and stored for the creation of 3D models. Solutions (with several alternatives if possible) for the automated transformation of two-dimensional spatial data of all types of real property cadastre objects stored in the Real Property Register (including engineering structures and premises) into three-dimensional models with different level of details are created; Three-dimensional models of real property objects located in Trakai city municipality and registered in the Real Property Register are created. A specification for the creation of three-dimensional models of all real property objects in the territory of Lithuania is developed.	1.1. Concept part prepared (Stage 1 of pre-commercial procurement).  Number of 3D models created, pcs. Specification prepared. (Stage 2 of pre-commercial procurement).

		The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.	
	1.2. Creation of 3D models of underground structures.	<p>1.2. Cadastral data (both graphical and textual data) of real property objects stored in the Real Property Register, their types, data volumes are analysed, including data on engineering infrastructure stored in other information systems. Evaluation is performed whether there enough current data for the automated creation of 3D models. An analysis and evaluation is done what additional data must be collected and stored for the creation of 3D models. Spatial data of engineering infrastructure stored in the Real Property Register and other information systems in Trakai city municipality are integrated, their three-dimensional models are created. After intersection of engineering infrastructure data with graphical data of the Real Property Register parts of these structures registered in the Real Property register are identified. A specification for integration of the data of Real Property Register and engineering infrastructures in the entire territory of Lithuania and for the creation of three-dimensional models is being developed.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	<p>1.2. Concept part prepared (Stage 1 of pre-commercial procurement).</p> <p>Number of 3D models created, pcs. Specification prepared. (Stage 2 of pre-commercial procurement).</p>

	<p>1.3. Integration of 3D models of real property objects and land surface.</p>	<p>1.3. Three-dimensional models of structures (including underground structures mentioned in 1.2 Point) are created, and spatial data of land parcels are integrated with three-dimensional model of land surface of Trakai city municipality territory. For this purpose, digital spatial data of the land surface as well as the surface data of the parts of the mentioned territory that are updated using drones (or in other ways) must be used. Several alternative solutions are proposed for representation of two-dimensional data of land parcel boundaries on a three-dimensional land surface.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	<p>1.3. Concept part prepared (Stage 1 of pre-commercial procurement).</p> <p>Integrated land surface model; Number of integrated 3D models, pcs. (Stage 2 of pre-commercial procurement).</p>
	<p>1.4. Development of technology for automated processing of laser scanning, aerial photography data.</p>	<p>1.4. Creation of the methods for processing the point cloud data obtained during laser scanning, aerial photography for the purpose of automated extraction of buildings, engineering structures (roads, bridges, etc.), water bodies, forest areas from the point cloud, and creation of three-dimensional models of these objects.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	<p>1.4. Concept part prepared (Stage 1 of pre-commercial procurement).</p> <p>Specification of data processing technology (document). Number of 3D objects created in an automated way, pcs. (Stage 2 of pre-commercial procurement).</p>
	<p>1.5. Integration of spatial data of other important cadastral and registers, information systems.</p>	<p>1.5. Spatial data of other cadastral, registers and information systems (e.g. data of territorial planning documents, protected territories, etc.), also data of Building Information Modelling (BIM), which are important for the economic development projects, are integrated; the necessary three-dimensional models are created;</p>	<p>1.5. Concept part prepared (Stage 1 of pre-commercial procurement). Number of integrated systems and created 3D models, pcs. (Stage 2 of pre-commercial procurement)</p>

		<p>data are represented on 3D land surface.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	
	<p>1.6. Development of technology for usage or an automated creation of 3D models of newly formed real property objects.</p>	<p>1.6. Information systems used for the formation of real property objects, their registration, data storage and representation are analysed. Analysis is performed what spatial 3D data of buildings (obtained during the building designing stage or BIM process) would be used for the creation of 3D models of newly formed real property objects. Spatial data necessary for the automated creation of three-dimensional models of real property objects of all purposes and land surface are identified. Solutions and technology for the automated creation of three-dimensional models of real property objects, their storage and representation is developed.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	<p>1.6. Concept part prepared (Stage 1 of pre-commercial procurement).</p> <p>Specification of technology for the automated creation of 3D models (document); 3D models prepared with reference to this specification, pcs. (Stage 2 of pre-commercial procurement).</p>
	<p>1.7. Development of technology for the management of the developed 3D model data.</p>	<p>1.7. Development of technology for the creation, updating of three-dimensional data (e.g. land surface of the part of the territory, buildings, premises in the building formed as separate real property objects) and for transferring 3D models with lower level of details into the models with higher level of details.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	<p>1.7. Concept part prepared (Stage 1 of pre-commercial procurement).</p> <p>Specification of 3D data management with described technology (document).</p>



	<p>1.8. Representation of the history of 3D data changes.</p>	<p>1.8. Technology for representation of the history of spatial data (change of land parcel boundaries, development of new buildings on the territory, reconstruction of the building etc.) in the three-dimensional integrated model is developed.</p> <p>The activity covers phases of Stage 1<sup>t</sup> and Stage 2 of pre-commercial procurement.</p>	<p>1.8. Concept part prepared (Stage 1 of pre-commercial procurement). Number of integrated systems and created 3D models, pcs. (Stage 2 of pre-commercial procurement). Specification of technology for representation of the history of 3D data changes (document). Representation of the history of 3D objects, pcs. (Stage 2 of pre-commercial procurement)</p>
<p>2. To ensure that persons received and used integrated spatial 3D data</p>	<p>2. Publication of the created 3D models on the Internet using REGIA.</p>	<p>2. The created integrated three-dimensional models for the said territory should be fully accessible for user groups and presented using the Electronic Service of Regional Geographic Information Environment (hereinafter referred to as REGIA) of the Centre of Registers or a reference link should be given through REGIA to the solution developed in other environment. The publicity works of the created 3D data should be planned and implemented. Several three-dimensional analysis tools (e.g. visual disturbance, shadow cast, etc.) must be developed.</p> <p>The activity covers phases of Stage 1<sup>t</sup> and Stage 3 of pre-commercial procurement.</p>	<p>2. Concept part prepared (Stage 1 of pre-commercial procurement). Number of 3D models published in REGIA, presentations and analysis tools, pcs. Study on legal environment and data opening. Three-dimensional analysis tools developed, pcs. (Stage 3 of pre-commercial procurement)</p>

To the Pre-commercial Procurement Conditions for developing a technology for preparation, storage and management of spatial three-dimensional (3D) data necessary for effective implementation of economic development projects

### AIMS, GOALS, ACTIVITIES

**Project aim:** To develop the technology for preparation, storage and management of spatial (3D) data necessary for the effective implementation of economic development projects. The technology would enable integration of the data of the Real Property Register and other geographical information systems, their three-dimensional (3D) representation, data processing and management.

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Goal of the project	Planned project activity	Description of the planned project activity	Physical indicators
1. To integrate up-to-date spatial data stored in the Real Property Register, other cadastres and registers as well as information systems, to create 3D models on the basis of integrated data	1.1. Preparation of 3D models of the ground real property objects	1.1. Cadastral data (both graphical and textual data) of real property objects stored in the Real Property Register, their types, data volumes are analysed. Evaluation is performed whether there enough current data for the automated creation of 3D models. An analysis and evaluation is done what additional data must be collected and stored for the creation of 3D models. Solutions (with several alternatives if possible) for the automated transformation of two-dimensional spatial data of all types of real property cadastre objects stored in the Real Property Register (including engineering structures and premises) into three-dimensional models with different level of details are created; Three-dimensional models of real property objects located in Trakai city municipality and registered in the Real Property Register are created. A specification for the creation of three-dimensional models of all real property objects	1.1. Concept part prepared (Stage 1 of pre-commercial procurement).  Number of 3D models created, pcs. Specification prepared. (Stage 2 of pre-commercial procurement).

		<p>in the territory of Lithuania is developed.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	
	<p>1.2. Creation of 3D models of underground structures.</p>	<p>1.2. Cadastral data (both graphical and textual data) of real property objects stored in the Real Property Register, their types, data volumes are analysed, including data on engineering infrastructure stored in other information systems. Evaluation is performed whether there enough current data for the automated creation of 3D models. An analysis and evaluation is done what additional data must be collected and stored for the creation of 3D models. Spatial data of engineering infrastructure stored in the Real Property Register and other information systems in Trakai city municipality are integrated, their three-dimensional models are created. After intersection of engineering infrastructure data with graphical data of the Real Property Register parts of these structures registered in the Real Property register are identified. A specification for integration of the data of Real Property Register and engineering infrastructures in the entire territory of Lithuania and for the creation of three-dimensional models is being developed.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	<p>1.2. Concept part prepared (Stage 1 of pre-commercial procurement).</p> <p>Number of 3D models created, pcs.</p> <p>Specification prepared. (Stage 2 of pre-commercial procurement).</p>

	<p>1.3. Integration of 3D models of real property objects and land surface.</p>	<p>1.3. Three-dimensional models of structures (including underground structures mentioned in 1.2 Point) are created, and spatial data of land parcels are integrated with three-dimensional model of land surface of Trakai city municipality territory. For this purpose, digital spatial data of the land surface as well as the surface data of the parts of the mentioned territory that are updated using drones (or in other ways) must be used. Several alternative solutions are proposed for representation of two-dimensional data of land parcel boundaries on a three-dimensional land surface.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	<p>1.3. Concept part prepared (Stage 1 of pre-commercial procurement).</p> <p>Integrated land surface model; Number of integrated 3D models, pcs. (Stage 2 of pre-commercial procurement).</p>
	<p>1.4. Development of technology for automated processing of laser scanning, aerial photography data.</p>	<p>1.4. Creation of the methods for processing the point cloud data obtained during laser scanning, aerial photography for the purpose of automated extraction of buildings, engineering structures (roads, bridges, etc.), water bodies, forest areas from the point cloud, and creation of three-dimensional models of these objects.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	<p>1.4. Concept part prepared (Stage 1 of pre-commercial procurement).</p> <p>Specification of data processing technology (document). Number of 3D objects created in an automated way, pcs. (Stage 2 of pre-commercial procurement).</p>
	<p>1.5. Integration of spatial data of other important cadastral and registers, information systems.</p>	<p>1.5. Spatial data of other cadastral, registers and information systems (e.g. data of territorial planning documents, protected territories, etc.), also data of Building Information Modelling (BIM), which are important for the economic development projects, are integrated; the necessary three-dimensional models are created;</p>	<p>1.5. Concept part prepared (Stage 1 of pre-commercial procurement). Number of integrated systems and created 3D models, pcs. (Stage 2 of pre-commercial procurement)</p>

		<p>data are represented on 3D land surface.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	
	<p>1.6. Development of technology for usage or an automated creation of 3D models of newly formed real property objects.</p>	<p>1.6. Information systems used for the formation of real property objects, their registration, data storage and representation are analysed. Analysis is performed what spatial 3D data of buildings (obtained during the building designing stage or BIM process) would be used for the creation of 3D models of newly formed real property objects. Spatial data necessary for the automated creation of three-dimensional models of real property objects of all purposes and land surface are identified. Solutions and technology for the automated creation of three-dimensional models of real property objects, their storage and representation is developed.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	<p>1.6. Concept part prepared (Stage 1 of pre-commercial procurement).</p> <p>Specification of technology for the automated creation of 3D models (document); 3D models prepared with reference to this specification, pcs. (Stage 2 of pre-commercial procurement).</p>
	<p>1.7. Development of technology for the management of the developed 3D model data.</p>	<p>1.7. Development of technology for the creation, updating of three-dimensional data (e.g. land surface of the part of the territory, buildings, premises in the building formed as separate real property objects) and for transferring 3D models with lower level of details into the models with higher level of details.</p> <p>The activity covers phases of Stage 1 and Stage 2 of pre-commercial procurement.</p>	<p>1.7. Concept part prepared (Stage 1 of pre-commercial procurement).</p> <p>Specification of 3D data management with described technology (document).</p>

	<p>1.8. Representation of the history of 3D data changes.</p>	<p>1.8. Technology for representation of the history of spatial data (change of land parcel boundaries, development of new buildings on the territory, reconstruction of the building etc.) in the three-dimensional integrated model is developed.</p> <p>The activity covers phases of Stage 1<sup>t</sup> and Stage 2 of pre-commercial procurement.</p>	<p>1.8. Concept part prepared (Stage 1 of pre-commercial procurement). Number of integrated systems and created 3D models, pcs. (Stage 2 of pre-commercial procurement). Specification of technology for representation of the history of 3D data changes (document). Representation of the history of 3D objects, pcs. (Stage 2 of pre-commercial procurement)</p>
<p>2. To ensure that persons received and used integrated spatial 3D data</p>	<p>2. Publication of the created 3D models on the Internet using REGIA.</p>	<p>2. The created integrated three-dimensional models for the said territory should be fully accessible for user groups and presented using the Electronic Service of Regional Geographic Information Environment (hereinafter referred to as REGIA) of the Centre of Registers or a reference link should be given through REGIA to the solution developed in other environment. The publicity works of the created 3D data should be planned and implemented. Several three-dimensional analysis tools (e.g. visual disturbance, shadow cast, etc.) must be developed.</p> <p>The activity covers phases of Stage 1<sup>t</sup> and Stage 3 of pre-commercial procurement.</p>	<p>2. Concept part prepared (Stage 1 of pre-commercial procurement). Number of 3D models published in REGIA, presentations and analysis tools, pcs. Study on legal environment and data opening. Three-dimensional analysis tools developed, pcs. (Stage 3 of pre-commercial procurement)</p>