

Rīga, 17 December 2018
No 6.1/2018-800

**Answers to the questions from the interested suppliers
in open competition "Supplier market study for railway
infrastructure components" ID. No RBR 2018/27**

RB Rail AS presents the following answers to the questions received until 13 December 2018 from the interested suppliers:

No	Questions	Answers
1.	<p>The clauses 2.4, 3.5, 4.9, 6.2/6.3 and 7.3-7.9 in the draft contract in Annex 7 do not define neither an acceptance procedure nor the number of estimated iterations before acceptance, bearing thus unlimited risk for the Contractor, as these clauses have a direct impact on payment, and also making an accurate effort estimation difficult. The estimated number of meetings which the Contractor shall attend is not limited either. Is it possible that RB Rail defines in more detail the acceptance procedure of the Deliverables and the estimated number of meetings (presencial meetings and skype meetings) and could you confirm to us that your provided answer to this question will constitute an integral part of the agreement between RB Rail and the Contractor?</p>	<p>Thank you for your interest in Rail Baltica Global project, particularly in procurement – open competition "Supplier market study for railway infrastructure components" (ID No RBR 2018/27).</p> <p>Please be informed that the essence of the Clauses 2.4, and 3.5 in Annex 7 of Regulation (Draft agreement) is to determine that the Contractor is responsible for the professional quality, technical accuracy of the contracted services. Consequently, the Clauses also establish an obligation, without additional compensation of any kind, to correct or revise any errors, deficiencies, or omissions if Study or any part of it does not comply with the Technical specification (Annex 2 of Regulation), Good Industry Standards and other requirements set in Draft agreement.</p> <p>Please note that according to Annex C (Schedule of the Study) of the Draft contract the number of iterations (interim results of each Deliverable) is not limited. In their proposals Tenderers are allowed to suggest a number of iterations before each Deliverable based on their experience in delivery similar services. However, the necessary number of iterations cannot be predetermined. Defects date (set in Annex C of Draft agreement) is stated for each final version</p>

	<p>of each Deliverable where Principal has to prove each Deliverable's compliance with Technical specification and other requirements stated in Agreement. After submitting final version of each Deliverable no more amendments are intended. Clauses 7.3 – 7.9. of the Draft agreement stipulate the procedure of acceptance of Deliverables and remedying process of defects. This procedure isn't applicable to iterations, only to final versions of each Deliverable after iterations.</p> <p>Please note that only <i>Defects date</i> for each Deliverable and <i>total deadline</i> for all Deliverables (20 weeks) as specified in Annex C of Draft Agreement are fixed. Clauses 6.2./6.3 of Draft Agreement state procedure for invoicing and payments and are closely related to acceptance procedure of Deliverables (Clauses 7.3. – 7.9) and should not be changed.</p> <p>Regarding meetings between the Consultant and the Principal, Clause 4.9 of Draft agreement shall be read together with Annex B (Technical specification), which is the same Annex 2 of Regulation, and specific Clause 3 (Description of services) where the number of high level briefings to be taken in person is determined and Clause 4.8 (Contractor's obligations) according to which progress meetings with the Contracting authority are held at least once per month.</p> <p>The Principal expects to have a minimum of meetings in person with the Consultant representative(s) as follows:</p> <ul style="list-style-type: none">• kick – off meeting• additional meetings to discuss the deliverables before the acceptance of each Deliverable as stated in Annex C. <p>Other meetings deemed necessary can be held over skype.</p> <p>We clarify that all answers to the questions from interested suppliers shall be binding for the tendering stage and following agreement.</p>
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Procurement Commission Chairman

Jānis Lukševics