

**Open tender procedure for rent of office premises for RB Rail AS branch office in
Tallinn, Estonia
Procurement number: P/2016-23.**

1. Name of Contracting authority, address, contact person, telephone and e-mail:

The Contracting authority is: Joint Stock company RB Rail AS. After the tender procedure will result with contract award to the winner of the Tender procedure, the Contract for office premises rent shall be signed with RB Rail Regional branch office.

Contracting authority	RB Rail AS (hereafter – RBR)
Legal address	Gogola iela 3, Riga, LV-1050, Latvia
Office address	Kr.Valdemāra iela 21, Riga, LV 1010, Latvia
Reg. No.	40103845025
Contact person	Procurement specialist Aija Caune
Telephone, fax, e-mail	+371 28113955, procurement@railbaltica.org

2. Description of the subject-matter of the procurement:

The subject matter of the procurement is fully-furnished and equipped office room for RB Rail AS branch office in Tallinn, Estonia in accordance with technical requirements specified in Annex 1 and this open tender regulation.

3. General technical requirements:

3.1.Desired location (administrative area) of the office premises rental object, description of the location.

The office premises building to be situated in a convenient location in the Vilnius city central business district. It should be easily accessible by private car as well as by all public transport system (located in close distance). The Tenderer should describe in its tender proposal all public transport available nearby – by indicating kind of transport (its number) and the distance to the nearest public transport stop from the office building. The tenderer should include in its Tender proposal a copy of a schematic map with indication of location of the Rental object in the map. (a google maps link can also be included in the Tender proposal). The office premises building should be surrounded by a number of business class hotels, restaurants and cafes. The Tenderer should indicate 3 - 5 closest hotels and 3 - 5 cafes, restaurants located nearby. The Tenderer should indicate all other nearby and/or on-site amenities (dry cleaning, ATM, etc.).

3.2. Car Parking conditions.

Car parking lots should be located nearby, but not more than 600 m distance from the office building. The Tenderer should provide information about the number of the potential car parking lots, distance to the office building, information on available free parking spaces and monthly/daily/hourly costs). If the Potential Tenderer provides parking lots in the building, information should be provided on the parking lot availability and costs per 1 car parking. The Tenderer should also indicate car parking availabilities for office visitors and regulations/pricing policies.

4. **Office premises building status** – Office building according building regulations. The tenderer should describe and indicate the status of the building according the inventory (technical documentation or equal).

5. **Minimum technical conditions of the office premises for the rent:**

5.1. Office premises should be new or recently renovated and refurbished and ready for use, there is no necessity for any financial capital investments from the Lessee. There should not be proposed any office space with necessary investment costs, management costs and/or development costs.

5.2. Office premises should be connected to water supply, sewerage, electricity supply, communications networks that allow you to connect to the internet and fixed telecommunications services.

6. **Planned office renting period:**

RBR initially plans to contract for a renting period of one year (with possible extension up to 3 years), but flexible contract cancellation with a 1 month prior notice required. The planned renting period is starting with January 16, 2017.

7. **Technical requirements:**

7.1. Technical and functional requirements are defined in the Technical requirements table in Annex 1 of the open tender procedure.

7.2. The Tenderer in his tender proposal (in Annex A) should describe in detail every technical requirement and his compliance to the requirement.

8. **Conditions for the exclusion of Tenderers:**

RBR shall exclude the Tenderers from further participation in the Procurement procedure as well as shall not review the Proposal in any of the following events:

8.1. if they are bankrupt or wound up, have suspended their business activities or are in other kind of status, which prevents or might prevent the Tenderers for proper implementation of the agreement;

8.2. if they or persons having powers of representation, decision making or control over the Tenderers have been convicted of a criminal offence relating to the professional conduct by the judgement of a court;

8.3. if they or persons having powers of representation, decision making or control over the Tenderers have been convicted of an offence relating to fraud, corruption, involvement in criminal organisation, money laundering or any other illegal activity by the judgement of a court;

8.4. if they have misrepresented the information included in their Proposal and required for particular procurement procedure;

8.5. if RBR has obtained information that the Tenderer have entered into unlawful agreements with competitors or have influenced in any unlawful way the person or group of persons appointed by RBR to select the proposals submitted for particular procurement procedure;

8.6. if they are in the situation of conflict of interests due to participation in related procurement procedures organised by RBR or due to other circumstances as described in applicable laws and thus have gained unfair competitive advantage;

9. **Other requirements:**

9.1. Tenderer (Office space lessor) is authorised to enter into office lease agreement with RBR (the Lessee).

9.2. management and maintenance service requirements: facilities management and maintenance is provided by the Lessor or a legal person authorized by Lessor. Facilities management is provided for all office building areas (including the staircases, etc.), adjoining

areas cleaning, elevators (if any), maintenance and repairs of existing water supply systems, heating and ventilation systems, drainage systems, power system maintenance (including repairs and maintenance), as well as cleaning snow from the roof of the building, as well as any other activities that would guarantee a smooth and high-quality use of the rented premises.

10. Submission of Tender proposal:

10.1. Tender Proposal for office premises rent should be submitted personally by courier or registered mail to the RB Rail AS, 21 Krišjāņa Valdemāra iela, room 639, Riga, LV-1010). A Proposal shall be submitted by 28th December, 2016 till 16:00 local Latvian time. If submitted personally, it should be delivered to RB RAIL AS office, Room 639, Valdemāra iela 21, Riga, LV-1010.

10.2. Tenderer may submit variants of the Proposal, but not more than 2 variants. If the Tenderer submits variants of the Proposal, each variant should be filled separately in the required format (Annex 1) with all necessary documents amended according the Tender regulation document.

10.3. Proposals submitted after the expiry of the deadline for the submission of Proposals shall not be reviewed. The Tenderer is responsible for the timely delivery of the proposal to the RBR if the Tenderer uses courier or registered mail. Proposals received after the deadline will be sent back unopened;

10.4. Tenderer may recall or amend its submitted Proposal before the expiry for the deadline of Proposals. In case of amendments, the Tenderer has to clearly notify that the Proposal is amended by indicating: "AMENDMENTS" for Procurement No P/2016-23 "Office premises rent in Tallinn, Estonia".

10.5. A public proposal opening meeting is not intended.

11. Preparation and layout of the Proposal:

11.1. the Tenderer shall submit a Proposal in a glued envelope, on which it is clearly indicated: "Proposal for Procurement No P/2016-23 "Office premises rent in Tallinn, Estonia" Do not open until 28 December, 2016 at 16:00 o'clock". And the address: To the RB Rail AS, Krišjāņa Valdemāra iela 21, room 639, Riga, LV-1010. The name, address and telephone number of the Tenderer shall be specified on the envelope;

11.2. the Proposal shall be submitted sewn or bound together, in written form, in English;

11.3. in case that there are documents in the Proposal which originally are not in English, a translation certified by the Tenderer has to be included;

11.4. All costs associated with the proposal preparation and submission shall be borne by the Tenderer.

12. The Proposal shall include the following documents:

12.1. Application (attached in Annex No. 1). The Tenderer shall submit Tender proposal by filling the table in Annex 1 (the column Tenderer proposal);

12.2. Any other technical documents and information confirming the compliance to the technical and functional requirements (photos of the offered office premises, maps, inventory, layout of offered office premises, etc.) shall be attached if necessary to prove the compliance to technical requirements;

12.3. Price offer.

13. Criteria for the selection of a Proposal:

13.1. the Tender proposal will be checked for compliance to functional and technical requirements of this Tender regulation.

13.2. Afterwards technically and functionally compliant office rent Tender proposals shall be evaluated by comparing rent and other service costs and the lowest price for the procurement in total (excl. VAT) shall be criteria for selecting the Proposal.

14. Price proposal:

14.1. the costs shall be specified in EUR, (excluding VAT);

14.2. the costs shall include all expenses of the Tenderer in relation to the delivery of the Services.

15. Period of validity of the Proposal:

Tender proposal shall be valid for 70 days from the day of opening of the Proposal.

16. Provision of information:

16.1. the Tenderer may request explanations regarding the preparation of the Proposal. All requests shall be executed in writing in English by sending to e-mail: procurement@railbaltica.org no later than 4 working days prior to the deadline specified in Article 10;

16.2. subject of the e-mail must begin with Procurement number: "P/2016-23". The name, address and telephone number of the Tenderer must be specified in content of the e-mail;

16.3. the RBR shall prepare a written reply to the request and shall publish it together with the asked question, without specifying the Tenderer who has asked the question in web page <http://www.railbaltica.org/en/procurements>;

16.4. it is the Tenderer's responsibility to follow any updated information concerning procurement published on the web page <http://www.railbaltica.org/en/procurements>.

17. Proposal Verification:

17.1. after the opening of the Procurement Proposal RBR shall perform verification of the Proposal's compliance with the requirements of this regulation and Technical Requirements, without the participation of the Tenderer. If the Proposal or the Tenderer fails to comply with the requirements of this regulation and Technical requirements, RBR can refuse the Proposal and exclude the Tenderer from further participation in the Procurement. If the Proposal does not comply with the layout requirements, the commission shall assess the significance thereof and make a decision regarding the solidity of refusal of the Proposal;

17.2. during the verification of the proposals RBR shall verify whether the Proposal contains any arithmetical errors. If RBR establishes such errors, they shall correct such errors. RBR shall notify the Tenderer whose arithmetical errors have been corrected, regarding the correction of errors and the corrected amount of the Proposal. Upon evaluating the price offer, RBR shall take into account corrections;

17.3. during the course of the Proposal verification RBR shall be entitled to ask for additional information from the Tenderer or invite to negotiations;

17.4. during the negotiations with the Tenderers, RBR may amend the technical requirements for the Procurement, if such amendments in the best way correspond to the needs and interests of RBR;

17.5. if the Proposals for the Procurement is not beneficial, RBR shall be entitled to propose that all Tenderers decrease the price of the Proposal, with or without making amendments to the Technical requirements, prior to making the decision regarding the results of the Procurement.

18. Contract award:

18.1. Where the successful tenderer refuses to enter into a lease agreement, RBR is entitled to terminate the procedure without awarding the contract or conclude a lease agreement with the next Tenderer whose tender proposal complies with this regulation and is next sequentially lowest price offer.

18.2. If there are no proposals received to the publication, tender procedure is counted as misprocured, and RBR has the right to send out publication announcement text to RBR selected Tenderers. In this case, the tenderers shall be determined through negotiation procedure on the basis of the rules of this procedure.

18.3. RBR is entitled to terminate the procedure without results, if there is justification for such decision, including but not limited to, if no compliant tender proposal is received, or compliant proposals exceed the planned budget limits.

19. Announcement of Results and Entering into Lease Agreement:

19.1. upon taking the decision regarding entering into the Lease agreement, RBR shall notify the results to the Tenderers of the Procurement within 5 working days and shall enter into a respective agreement with the winner of the Procurement;

19.2. if the selected Tenderer fails to enter into an agreement within the time period specified by RBR in the notification, then it shall be deemed that he has refused the rights granted to deliver Services, regarding which the minutes shall be prepared. In such a case RBR shall take a decision regarding termination of the Procurement without selecting any Proposal, or shall select the next sequentially lowest price offer.

20. Lease agreement:

Lease agreement shall include the following conditions:

20.1. Subject of the leasing agreement;

20.2. the lessor and the lessee legal data;

20.3. services provided and the usage conditions of lease object;

20.4. tender proposal;

20.5. the amount of rent, the rent payment procedure, the rent revision procedures, as well as payments for services (such as rent of conference halls, printing, copier, etc.);

20.6. the parties' rights and obligations;

20.7. the parties responsibilities for failure to execute the contract;

20.8. the lease term;

20.9. dispute settlement procedures;

20.10. conditions for terminating the contract, including the Lessee unilateral right to withdraw from the lease agreement;

20.11. The lease agreement shall provides that the Lessee may unilaterally terminate the lease contract without compensation to the Lessor informing the lessor in writing at least one month in advance.

20.12. Rental rates may be revised at the earliest after two years of the lease commencement date.

Tender application
[form of the Tenderer's company]
**For participation in the open procurement procedure for
Office rent for RB Rail AS branch office in Tallinn, Estonia**
Procurement No P/2016-23

_____ 2016

No. _____

Tenderer _____, reg. No. _____,

(Name of the Candidate)

represented by _____

(Name, surname and position of the manager or an authorised person)

by submitting this application:

- confirms its participation in the Procurement organised by the **RB Rail AS for rent of office premises for RB Rail AS branch in Tallinn, Estonia, Procurement No P/2016-23** and offers to deliver services in accordance with the Technical requirements and his Tender application specified and described below.
- confirms that it does not comply with any of the cases for the exclusion of Tenderers referred to the Paragraph 3 of the Tender regulations;
- confirms that it is informed of the fact that, upon the fulfilment of any cases regarding the exclusion of Tenderers referred to in Paragraph 8 of the Tender regulation for Procurement during the period of validity of the Proposal, the Proposal of the Tenderer may be refused or, in the case of granting the right to enter into an agreement, RBR may refuse to enter into a agreement;
- confirms that the Tender regulation for Procurement is clear and understandable, that it does not have any objections and complaints and that in case of granting the right to enter into an agreement it shall undertake to fulfil all conditions of the Tender regulation for Procurement as well as enter into a procurement agreement in accordance with the Tender Proposal;
- admits the period of validity of its Proposal for at least 70 days from the day of opening of the Proposal;
- guarantees that all the information provided is true.

No.	Requested information	Tenderer information
1.	Tenderer name, legal address, office address (if appropriate and if it is different from legal address), e-mail, telephone, bank details.	
2.	Name of the Contact person regarding this procurement, e-mail, telephone, address.	
3.	Address of offered lease premises building, providing information on the offered office space in m ²	
4.	Readiness to enter into lease agreement and offer office premises starting with January 16, 2017.	The tenderer should indicate the date.

TECHNICAL REQUIREMENTS	Description of the Technical requirements	Tenderer proposal: (to be filled by the Tenderer. The Tenderer in its tender proposal should describe in detail every technical requirement and his compliance to the requirement.
For office building:		
Location:	to be situated in a convenient location in the Vilnius city central business district	
Accessibility:	to all public transport system in close distance	
Surrounding requirement:	surrounded by a number of business class hotels, restaurants and cafes	
Technical conditions of the office building:	modern building specially designed and built as office premises building (status) with all appropriate newest technical infrastructure ensured (A Class office building or equal)	
	office building to be fully operative and according building legislation put into operation	
HVAC (Heating, ventilation, air conditioning):	heating, air-conditioning and ventilation ensured, controlled independently in each office room. (The Tenderer should indicate and characterise the capacity of the ventilation and conditioning systems).	

Natural lighting	natural lighting sufficiency ensured, not more than 9 m from natural lighting source, as well as rational fenestration to be ensured	
	to be accessible for persons with disabilities, if the office premises are higher than 2nd floor, elevator should be ensured. The Tenderer should describe what infrastructure is established in the building for persons with disabilities (elevators, doors, restrooms, etc.)	
Security and life safety infrastructure:	to be ensured in the building	
Security system and access monitoring system:	24 hours security (technical and or personal) to be ensured. The Tenderer should indicate what kind of passes control system is introduced.	
Office building availability:	24 hours/7 days	
Car Parking premises:	should be located nearby, but not more than 600 m distance from the office building. The Tenderer should provide such information about the potential car parking lots (information to be provided on available parking spaces and their monthly/daily/hourly costs). If the Potential Tenderer provides parking lots in the building, information should be provided on the availability and costs per 1 car parking.	
Car parking availabilities for office short term visitors:	car parking possibilities for office visitors to be ensured. The Tenderer should also indicate and describe what are the car parking possibilities for office visitors and regulations/pricing policies.	
Nearby and/or on-site amenities:	the Tenderer should indicate nearby and/or on-site amenities (dry cleaning, restaurants, ATM, etc.)	
Office room technical requirements:		
Furnishing and equipment:	fully-furnished and equipped workspace for 1 person, but with 2 modern, ergonomic office furniture tables and one round discussion table for 4 - 6 persons in the room.	
Ceiling height:	at least 2,7 m height to be ensured	
Office room usage:	separate office room needed, office room permanently occupied	

	by 1 person.	
Office room space:	Minimum 10 m ² of total office space per person	
Window:	a window office required (but internal office can be offered as second option).	
The following services/facilities to be provided:		
Mail handling /delivery services:	yes	
Access to administrative support:	yes	
Access to printer, scanner and photocopier:	work corner - printing, small office equipment	
Legal business address:	yes	
Access, amount and availability of meeting rooms:	<p>fully technically equipped meeting rooms to be available upon request. Meeting room capacity – approx. 4-16 persons.</p> <p>The Tenderer should indicate availability and capacity of proposed/ available meeting rooms, their description and availability of equipment (such as multimedia projector, screen, etc.).</p> <p>The Tenderer should provide both technical information as requested in technical requirements as well as hourly price offer to be included in Tender proposal.</p>	
Receptionist:	yes	
Kitchen with coffee /tea making equipment and other kitchen utilities:	yes	
Business lounge:	yes. The Tenderer should describe the offered business lounge, (capacity, hourly pricing rate).	
Rest areas:	yes	
All utilities:	yes	
Cleaning and maintenance services (office) and building:	<p>Yes.</p> <p>Office Trash collection every day, clean-up (at least twice a week).</p> <p>Facilities management to be provided for all office building areas (including the staircases, etc.), adjoining areas cleaning, elevators (if any), maintenance and repairs of existing water supply systems, heating and ventilation</p>	

	systems, drainage systems, power system maintenance (including repairs and maintenance), as well as cleaning snow from the roof of the building, as well as any other activities that would guarantee a smooth and high-quality use of the rented premise.	
Security (technical and or personal):	yes	
Technology requirements:		
Business grade internet WiFi:	yes	
conditioning system in closed window system case:	yes	
OTHER:		
OFFICE LAYOUT:	The Tenderer has to attach in his proposal office layout, several workspace layout options can be offered for the choice	
PRICE OFFER:		
	rent price should be offered with all utility charges (e.g. office cleaning and coffee, tea availability, internet, security, etc.). included in the monthly fixed fee per one person (workstation). All other information regarding all additional charges and office services should be reflected in price offer by naming the service and the costs. The Tenderer shall indicate the yearly rent cost and the total cost for three rental years, as well as indicate what will be the cost after the third rental year. Information on discount system can also be provided.	
ADDITIONAL CHARGES:	tenderer should indicate any other additional charges that may appear and their hourly costs (e.g. seminar, lounge room rent fee on hourly basis, multi-projector rent fee, etc.)	
PARKING:	parking lots availability and costs should be described and specified separately. Information to be provided on nearby available parking spaces and their monthly/daily/hourly costs.	
RENTING TERMS:	flexible renting period initially for a period of one year (with possible extension up to 3 years), but	The tenderer should describe lease agreement conditions and attach standard Lease agreement if possible.

	flexible contract cancellation with 1 month prior written notice required.	
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The Tenderer offers to deliver services in accordance with the Technical requirements for the following prices:

No.	Product/Service	Quantity	Unit price EUR, excl. VAT	Amount EUR, excl. VAT
1	Monthly rent price per person (workstation)	1 work station		
	Total amount of the Proposal EUR (excl. VAT): Total amount of the Proposal EUR (excl. VAT) in words: _____			
2.	Additional costs:			
2.1.	The Tenderer should reflect here additional charges and their hourly costs (e.g. seminar, lounge room rent fee on hourly basis, multi-projector rent fee, etc.)	hours		
2.2.		1 unit		
2.3.				
2.4.				

_____ (Signature)

Name and title of the Tenderer authorised representative

Date: _____