

PROCUREMENT

REGULATIONS

"TECHNICAL EXPERTISE OF THE CUT – AND – COVER RAILWAY TUNNEL"

(IDENTIFICATION NO RBR 2017/32)



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Contents

REGULATION.....	1
1. GENERAL INFORMATION.....	3
2. THE RIGHTS OF THE PROCUREMENT COMMISSION.....	4
3. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION.....	4
4. THE RIGHTS AND OBLIGATIONS OF THE TENDERER.....	5
5. SUBJECT-MATTER OF THE PROCUREMENT.....	6
6. TENDERER.....	6
7. SELECTION CRITERIA FOR TENDERERS.....	7
8. RELIANCE ON THE CAPABILITIES OF OTHER PERSONS.....	12
9. SUBCONTRACTING.....	13
10. FINANCIAL PROPOSAL.....	13
11. TECHNICAL PROPOSAL.....	13
12. CONTENTS AND FORM OF THE PROPOSAL.....	14
13. SUBMISSION OF A PROPOSAL.....	15
14. OPENING OF PROPOSALS.....	15
15. VERIFICATION OF PROPOSALS.....	15
16. SELECTION OF TENDERERS.....	15
17. VERIFICATION OF TEHCNICAL PROPOSALS.....	15
18. VERIFICATION OF FINANCIAL PROPOSALS.....	16
19. CONTRACT AWARD CRITERIA.....	16
20. TENDERER'S CHECK PRIOR TO MAKING THE DECISION REGARDING THE CONCLUSION OF THE CONTRACT.....	20
21. DECISION MAKING, ANNOUNCEMENT OF RESULTS AND ENTERING INTO A contract.....	21
ANNEX NO 1: APPLICATION.....	23
ANNEX NO 2: EXPERT'S APPLICATION.....	25
ANNEX NO 3: EXPERT'S PROFESSIONAL EXPERIENCE.....	26
ANNEX NO 4: TECHNICAL SPECIFICATION.....	27

1. GENERAL INFORMATION

- 1.1. The identification number of this procurement is No RBR 2017/32.
- 1.2. The applicable CPV code is: 71300000-1.
- 1.3. The contracting entity is joint stock Contracting authority RB Rail AS, legal address: K. Valdemara Street 8 - 7, Riga, LV-1010, Latvia (hereinafter – Contracting authority).
- 1.4. This procurement is organised in accordance with Section 9 of the Public Procurement Law of Latvia in effect on the date of publishing the Contract notice. The estimated service contract price is higher or equal 10 000 EUR, but lower than 42 000 EUR.
- 1.5. The procurement regulation and all its annexes are freely available at the Internet webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 1.6. Amendments to the procurement regulation and answers to Contractors' questions shall be published on the Contracting authority's Internet webpage <http://railbaltica.org/tenders/>. It is the Contractor's responsibility to constantly follow the information published on the webpage and to take it into consideration in its proposal.
- 1.7. Contact persons of the Contracting authority for this procurement:
 - (a) In administrative aspects of the procurement: Procurement specialist Jānis Lukševics, telephone: +371 29188156, e-mail address: janis.luksevics@railbaltica.org, procurement@railbaltica.org;
 - (b) In aspects concerning subject-matter of Procurement: Accounting manager Mārtiņš Krauklis, telephone +371 2733 0734, e-mail address: martins.krauklis@railbaltica.org, procurement@railbaltica.org.
- 1.8. The procurement commission and the Contractor exchange information in writing in English, by sending documents by post, electronically or by delivering in person.
- 1.9. The Contractor can request additional information regarding the Regulation. Additional information can be requested in writing, by sending it to the procurement commission by post or electronically to e-mail address procurement@railbaltica.org, or delivering in person. Additional information must be requested in a timely fashion, so that the procurement commission can give it a reply no later than 4 (four) days prior to the deadline for proposal submission. The procurement commission shall provide additional information within 3 (three) business days from the day of receipt of the request.
- 1.10. The Contractor covers all expenses, which are related to the preparation of the Proposal and its submission to the Contracting authority. The submitted proposals are not returned to the Tenderer, unless specifically envisaged in the Regulations.

2. THE RIGHTS OF THE PROCUREMENT COMMISSION

- 2.1. The procurement commission has the right to demand at any stage of the procurement that the Tenderer submits all or part of the documents which certify Tenderer's compliance to the requirements for the selection of tenderers. The procurement commission does not demand such documents or information which is already at its disposal or is available in public data bases.
- 2.2. If the Tenderer submits document derivatives (e.g. copies), then in case of doubt about the authenticity of the submitted document derivation the procurement commission can demand that the Tenderer shows the original documents.
- 2.3. In the course of proposal assessment the procurement commission has the right to demand that the information included in the proposal is clarified.

3. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

- 3.1. The procurement commission ensures the documentation of the process of the procurement procedure.
- 3.2. The procurement commission ensures free and direct electronic access to the procurement procedure documents at the Internet webpage of the Joint-Stock Contracting authority RB Rail AS <http://railbaltica.org/tenders/>.
- 3.3. If an interested Tenderer has in a timely fashion in writing by post or electronically, or delivering in person, requested additional information about the requirements included in procurement procedure documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the procurement commission provides a response electronically (if the Contractor has requested that the answer be given electronically or if it is impossible to send the response by fax) within 3 (three) business days, but not later than 4 (four) days before the deadline for submitting proposals. Simultaneously with sending this information to the Contractor who had asked the question, the Contracting authority publishes this information on its Internet webpage <http://railbaltica.org/tenders/>, where procurement procedure documents are available, indicating the question asked.
- 3.4. If the Contracting authority has amended the procurement procedure documents, it publishes this information on the Contracting authority's Internet webpage <http://railbaltica.org/tenders/>, where procurement procedure documents are available.
- 3.5. The exchange and storage of information is carried out in such a way that all data included in the Proposals is protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for their submission. In time between the day of the submission of Proposals till the moment of opening thereof the Contracting authority does not disclose information regarding the existence of other Proposals. In the time period of Proposal assessment till the moment

of the announcement of the results the Contracting authority does not disclose information regarding the assessment process.

- 3.6. The procurement commission assesses the Tenderers and their submitted Proposals based on the Public Procurement Law, procurement procedure documents, as well as other regulatory enactments.
- 3.7. If the procurement commission determines that the information about the Tenderer, its subcontractors and persons upon whose capabilities the Tenderer is relying that is included in the submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies or expands the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required in order to prepare and submit such information. If the procurement commission has demanded to clarify or expand upon the submitted documents, but the Tenderer has not done this in accordance with the requirements stipulated by the procurement commission, the procurement commission is under no obligation to repeatedly demand that the information included in these documents be clarified or expanded upon.

4. THE RIGHTS AND OBLIGATIONS OF THE TENDERER

- 4.1. The rights of the Tenderer:
 - 4.1.1. The Tenderer can request and within 3 (three) business days after submitting the request receive a copy of the Proposal opening sheet, which is an Annex to the Proposal opening meeting minutes;
 - 4.1.2. If the Contracting authority gets the necessary information about the Tenderer directly from a competent institution, through data bases or other sources, the Tenderer in question has the right to submit a statement or a different document regarding the corresponding fact, if the information obtained by the Contracting authority does not conform to the factual situation;
 - 4.1.3. If a Tenderer believes that its rights have been violated or such violation is possible due to possible violation of the regulatory enactments of the European Union or other regulatory enactments, the Tenderer has the right to submit a complaint to the Administrative court according to the procedure stipulated in the Public Procurement Law and Administrative Procedure Law regarding the Tenderer selection requirements, technical specifications or other requirements relating to this procurement, or relating to the activities by the Contracting authority or the procurement commission during the procurement procedure.
- 4.2. The obligations of the Tenderer:
 - 4.2.1. to prepare the Proposal in accordance with the requirements of the Regulations;
 - 4.2.2. to provide true and accurate information about its qualification and the Proposal;

- 4.2.3. to provide answers to the inquiries of the Commission regarding additional information that is necessary for the selection of the Candidates, within the time limits specified by the Commission;
- 4.2.4. to cover all costs that are related to the preparation and submission of the Proposal;
- 4.2.5. until the end of the deadline for submission of the Proposal, to follow the information about the process of the procurement on the webpage of the Contacting authority <http://railbaltica.org/tenders/> taking into account the fact that the Contacting authority ensures free and direct electronic access to the documents of the procurement.

5. SUBJECT-MATTER OF THE PROCUREMENT

- 5.1. The subject-matter of the procurement is technical expertise of the cut-and-cover railway tunnel. Detailed information is provided in Annex 4 (Technical specification).
- 5.2. The delivery of the cut-and-cover railway tunnel technical expertise services will be provided in Latvia.
- 5.3. The Tenderer can submit proposal for the entire volume of the procurement.
- 5.4. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal shall be submitted, the Proposal will not be reviewed.

6. TENDERER

- 6.1. The proposal can be submitted by:
 - 6.1.1. A Contractor, who is a legal or natural person (hereinafter – Tenderer) and who complies with the selection criteria for tenderers;
 - 6.1.2. A group of Contractors (hereinafter also – Tenderer, partnership) which complies with the selection criteria for tenderers:
 - (a) a group of Contractors who have formed a partnership for this particular procurement. In this case all the members of the partnership shall be listed in Annex 1 "Application". If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract, the partnership shall at its discretion either enter into a partnership agreement (within the meaning of Latvian Civil Law Sections 2241-2280) and shall submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of Latvian Commercial Law, Chapter IX and X) and notify the Contracting authority in writing;
 - (b) an established and registered partnership (a general partnership or a limited partnership, within the meaning of Latvian Commercial Law, Chapter IX and X) (hereinafter also – Tenderer) which complies with the selection criteria for tenderers.

7. SELECTION CRITERIA FOR TENDERERS

7.1. Exclusion grounds

The Contracting authority shall exclude the Tenderer from further participation in the procurement in any of the following circumstances:

No	Requirement	Documents to be submitted (<i>no obligation to submit documents, unless specifically requested by the procurement commission</i>)
1.	Tenderer's insolvency proceedings have been announced, the Tenderer's business activities have been suspended, the tenderer is under liquidation.	<ul style="list-style-type: none"> - For the Tenderer, which is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases. - For the Tenderer, which is registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence of non existence of such cases of exclusion.
2.	It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the procurement contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions exceeding 150 euro in total in any of the countries.	<ul style="list-style-type: none"> - For the Tenderer, which is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases. - For the Tenderer, which is registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence of non existence of such cases of exclusion.
3.	A person who drafted the procurement procedure documents (Contracting authority's official or employee), procurement commission member or expert is related to the tenderer, or is interested in selection of some tenderer, and the Contracting authority cannot prevent this situation by measures that cause less restrictions on tenderers. A person who drafted the procurement procedure documents (Contracting authority's official or	<ul style="list-style-type: none"> - No obligation to submit documents, unless specifically requested by the procurement commission.

No	Requirement	Documents to be submitted (<i>no obligation to submit documents, unless specifically requested by the procurement commission</i>)
	<p>employee), procurement commission member or expert is presumed to be related to the tenderer in any of the following cases:</p> <ul style="list-style-type: none"> - If he or she is a current or and ex-employee, official, shareholder, procura holder or member of a tenderer or a subcontractor which are legal persons and if such relationship with the legal person terminated within the last 24 months. - If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – relative) of a Tenderer's or subcontractor's, which is a legal person, shareholder who owns at least 10% of the shares in a joint-stock Contracting authority, shareholder in a limited liability Contracting authority, procure holder or an official. - If he or she is a relative of a tenderer or a subcontractor which is a natural person. <p>If the tenderer is a partnership, consisting of natural or legal persons, a relation to the tenderer is presumed also if a person who drafted the procurement procedure documents (Contracting authority's official or employee), procurement commission member or expert is related to a member of a partnership in any of the above mentioned ways.</p>	
4.	<p>The Tenderer's specified person on which possibilities the applicant relies in order to demonstrate that it meets the qualification requirements set out in the notice of the Contract or the procurement rules, as well as to</p>	<p>- The rules for the document submission are set in the sections 1, 2 and 3, if applicable.</p>

No	Requirement	Documents to be submitted (<i>no obligation to submit documents, unless specifically requested by the procurement commission</i>)
	the members of the partnership, if the applicant is a partnership, are applicable rules set in the requirements mentioned above, that is, sections 1, 2 and 3 of this table.	

7.2. Legal standing and suitability to pursue the professional activity

No	Requirement	Documents to be submitted
1.	The Tenderer or all members of the partnership (if the Tenderer is a partnership) must be registered in the Registry of Enterprises or Registry of Inhabitants, or an equivalent register in their country of residence, if the legislation of the respective country requires registration of natural or legal persons.	<ul style="list-style-type: none"> - For a Tenderer which is a legal person (or a member of a partnership, a person on whose abilities a Tenderer relies) registered in Latvia the Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer which is a natural person (or a member of a partnership, a person on whose abilities a Tenderer relies) – a copy of an identification card or passport. - For a Tenderer (or a member of a partnership, a person on whose abilities a Tenderer relies) which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration, shareholders, officials and procura holders (if any) can be determined. - If a proposal is submitted by a partnership, the Proposal shall include an agreement (or letter of intention to enter into agreement) signed by all members on the participation in the procurement, which lists responsibilities of each and every partnership members and

No	Requirement	Documents to be submitted
		<p>a joint commitment to fulfil the procurement contract, and which authorises one key member to sign the proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made.</p> <ul style="list-style-type: none"> - If the Proposal or any other document, including any agreement, is not signed by the legal representative of the Tenderer, members of the partnership, person on whose capabilities the Tenderer relies or sub-contractors, then a document certifying the rights of the persons who have signed the Proposal or any other documents, to represent the Tenderer, a member of the partnership, a person on whose capabilities the Tenderer is relying, or a sub-contractor (powers of attorney, authorization agreements etc.) must be included.
2.	<p>The representative of the Tenderer who has signed the proposal documents has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer.</p>	<ul style="list-style-type: none"> - the document confirming the right of signature (representation) of the representative of the Tenderer who signs the proposal. If the Tenderer submits a power of attorney (original or a copy certified by the Tenderer) there shall be additionally submitted document confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer.

7.3. Technical and professional ability (team of experts)

No	Requirement	Documents to be submitted
1.	<p>A team of experts with At least two experts of the Tenderer shall have the following minimum experience in the following fields of expertise:</p> <ol style="list-style-type: none"> 1) Project manager - Experience in 3 railway tunnel projects in the role of railway project manager within the period of last 10 years. The Project manager shall have the Master's degree or equivalent education. 2) Tunnel expert - Experience in construction of 3 different types of railway tunnels as a construction site manager and/or as a construction supervisor and/or as a designer for a with a total length of at least 6 km and the total construction works value at least 150 million EUR (all three projects together) within the last 15 years; 3) Tunnel expert - Experience in 3 projects for the high speed railway (> 200 km/h) tunnel construction and/or designing requirements in relation to all aspects of safety (e.g. TSI, Independent Safety Assessments, NoBo etc.), including placement of different railway safety related systems, interface management and functionality of railway tunnel systems within the last 10 years; 4) Tunnel expert - Experience in 5 projects for the assessment of geotechnical, hydrogeological conditions and the assessment of stability calculations for the 	<p>- information about each expert, filled in Annex No 2 and Annex No 3 signed by the relevant expert.</p>

No	Requirement	Documents to be submitted
	<p>railway tunnel constructions, within the last 15 years.</p> <p>One expert can meet several experience requirements as required above, however the minimum number of experts to be provided are two. Proposed expert has to meet at least one section of the requirements listed above.</p>	

- 7.4. Notices and other documents, which are issued by Latvian competent institutions, are accepted and recognized by the procurement commission, if they are issued no earlier than 1 (one) month prior to the date of opening of the Proposals. Notices and other documents, which are issued by foreign competent institutions, are accepted and recognized by the procurement commission, if they are issued no earlier than 6 (six) month prior to the date of opening of Proposals.
- 7.5. If the documents, with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 7.1, are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or a person on whose capabilities the Tenderer relies before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence).

8. RELIANCE ON THE CAPABILITIES OF OTHER PERSONS

- 8.1. For the fulfilment of the specific contract, in order to comply with the selection requirements for the Tenderers relating to the technical and professional ability (including regarding the team of key experts), the Tenderer may rely upon the capabilities of other persons, regardless of the legal nature of their mutual relationship. In this case:
- 8.1.1. The Tenderer indicates in the Proposal all persons upon whose capabilities it relies by filling in the table which is attached as Annex 1 and proves to the Contracting authority that the Tenderer shall have available all the necessary resources for the fulfilment of the contract, by submitting a signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced by the Tenderer with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the contract.

- 8.1.2. Documents on cooperation and passing of resources have to be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil the contract, as well as that during the validity of the Contract the Tenderer will in fact use the resources of such person upon whose capabilities the Tenderer relies.
- 8.2. The Contracting authority shall evaluate the person, on whose capabilities the Tenderer to whom the rights to conclude the Contract should be assigned is relying. In case such person will comply with any of the exclusion grounds which are mentioned in Section 7.1, the Contracting authority shall request the Tenderer to change such person. If the Tenderer shall not submit documents about another person which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting authority shall exclude such Tenderer from further participation in the procurement.

9. SUBCONTRACTING

- 9.1. The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by filling in the table which is attached as Annex 1.

10. FINANCIAL PROPOSAL

- 10.1. The Financial proposal shall be submitted as part of Annex 1.
- 10.2. The proposed contract price shall be determined in euro without value added tax (hereinafter – VAT).
- 10.3. The proposed contract price is to be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma are indicated, then only the first two decimal places will be taken into account.
- 10.4. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the obligations specified in the Contract.
- 10.5. The prices are fixed for all the term of the fulfilment of the Contract and are not recalculated, except in cases stipulated in the Contract (if any).

11. TECHNICAL PROPOSAL

- 11.1. Technical proposal shall contain description of the Techniucal spcefifications.
- 11.2. Description of the Technical proposal shall conform with Technical Specifications as detailed in the Annex 4 **Error! Reference source not found.****Error! Reference source not found.****Error! Reference source not found.** and cover at least the following main chapters:
 - Understanding requirements of the tender and project;
 - Organisation of the work and resources;
 - Proposed methodology for the deliverables.
- 11.3. The Technical proposal should not exceed more than 15 pages.
- 11.4. The Technical proposal will be evaluated by scoring in accordance with the Section 19.6.

12. CONTENTS AND FORM OF THE PROPOSAL

- 12.1. The documents shall be included in the proposal in the following order (hereinafter – Proposal):
- 12.1.1. title page with title "Technical expertise of the cut-and-cover railway tunnel" No RBR 2017/32", name, address and contact information of the Tenderer;
 - 12.1.2. the table of contents with page numeration;
 - 12.1.3. application (financial proposal) in accordance with Annex No 1;
 - 12.1.4. technical proposal prepared in accordance with Section 11;
 - 12.1.5. information in accordance with Annex No 2, Annex No 3 and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers;
 - 12.1.6. information and documents relating to entities on whose capabilities the Tenderer is relying, or the corresponding European single procurement documents;
 - 12.1.7. information about subcontractors in accordance with Annex No 1.
- 12.2. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal shall be submitted, the Proposal will not be reviewed.
- 12.3. The Tenderer shall submit a Proposal only for the whole subject matter of the procurement in total.
- 12.4. The Tenderer shall submit a Proposal sewn or bound together, the loose ends of the ribbon fixed so that they cannot be opened without damaging the fixation, upon which the Tenderer must confirm with a signature the number of pages contained in the Proposal.
- 12.5. The Proposal must be submitted in written form in English. Upon the request from procurement commission Tenderer will have to submit Proposal documents translated in Latvian in period within 2 (two) weeks.
- 12.6. The Tenderer shall submit 1 (one) signed Original, 1 (one) Copy and a digital format (USB format files being in MS Office format or PDF format) copy of the Proposal.
- 12.7. The Proposal may contain original documents or their derivatives (e.g. copies). In the proposal or in reply to a request of the procurement commission the Tenderer shall submit only such original documents which have legal force. In order for the document to gain legal force it has to be issued and formatted in accordance with the Law on Legal Force of Documents, but public documents issued abroad shall be formatted and legalized in accordance with the requirements of the Document Legalization Law. When submitting the Proposal, the Tenderer has the right to certify the correctness of all submitted documents' derivatives and translations with one certification.

- 12.8. The Tenderer shall submit Proposal in a glued up envelope, on which it shall be indicated: "Technical expertise of the cut-and-cover railway tunnel" No RBR 2017/32". Do not open until 16 January 2018 at 15:00 o'clock". And the address: To the RB Rail AS, K. Valdemara Street 8 - 7, Riga, LV-1010. The name, address and telephone number of the Tenderer shall be specified on the envelope.

13. SUBMISSION OF A PROPOSAL

- 13.1. Proposal (documents referred to in the Section 11) shall be submitted personally, by courier or registered mail to the RB Rail AS, K. Valdemara street 8 - 7, Riga, LV-1010, Latvia by 16 January, 2018 till 15:00 o'clock.
- 13.2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals. In case of amendments, the Tenderer has to clearly indicate on the Proposal that the Proposal is amended by indicating: "AMENDMENTS" in addition to the information mentioned in Section 12.8.
- 13.3. Proposals submitted after the expiry of the deadline for the submission of Proposals shall not be reviewed.

14. OPENING OF PROPOSALS

- 14.1. The opening of Proposals takes place during an open meeting of the procurement commission at 15:00 o'clock on 16 January 2018 at RB Rail AS, K. Valdemara street 8 - 7, Riga, LV-1010.
- 14.2. The Proposals are opened in order of their submission, by naming the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal.

15. VERIFICATION OF PROPOSALS

- 15.1. Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in the Regulation (Section 12) and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.

16. SELECTION OF TENDERERS

- 16.1. Procurement commission verifies whether the tenderers comply with the selection criteria mentioned in Section 7.2. and 7.3. and selects conformable tenderers.

17. VERIFICATION OF TECHNICAL PROPOSALS

- 17.1. The Procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in Section 11 and selects for further evaluation the compliant Technical proposals.

18. VERIFICATION OF FINANCIAL PROPOSALS

- 18.1. The procurement commission verifies whether Tenderers have completed Annex 1 “Application” in accordance with the requirements.
- 18.2. The procurement commission verifies whether there are any arithmetical errors, whether an abnormally low price Proposal has been received, as well as assesses and compares the Contract prices proposed.
- 18.3. The procurement commission informs the Tenderer whose mathematical errors have been corrected about the correction of mathematical errors and the corrected financial proposal.
- 18.4. When evaluating the financial proposal, the procurement commission takes corrections into account.
- 18.5. The procurement commission has the right to demand that the Tenderer explains the calculation upon which the financial proposal is based and other related aspects in order to ascertain the objectivity of the financial proposal and whether an abnormally low price Proposal has been submitted.
- 18.6. The procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low price proposals.

19. CONTRACT AWARD CRITERIA

- 19.1. The Proposal selection criterion is the most economically advantageous proposal, according to the evaluation methodology described in this Section below.
- 19.2. The economically most advantageous proposal shall be the Proposal which will receive the highest sum of scores for the following criteria:

No	Evaluation criteria:	Points:
1.	Quality of the Technical proposal , which will be evaluated in accordance with Section 19.6.	60
2.	Financial proposal , which will be evaluated in accordance with Section 19.7.19.6.2.	40
Total:		100

- 19.3. The procurement commission shall sum up the points obtained by each Tenderer and the Contract shall be awarded to the Tenderer whose Proposal obtains the highest score.
- 19.4. In case several Tenderers will obtain equal number of points, the procurement commission shall award the right to conclude the contract to the Tenderer which will obtain higher score for its financial proposal.

19.5. In case several Tenderers will obtain equal number of points, the procurement commission will invite representatives of those particular Tenderers and organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, procurement commission will carry out the draw without representatives of Tenderers present.

19.6. **Evaluation of the quality of the Technical proposal:**

19.6.1. Quality of the Technical proposal will be evaluated by scoring the Technical proposals according to the following criteria:

No	Criteria	Points
<i>(a) Understanding of the topic and clarity of the Technical proposal/ tender</i>		
a.1	<p>Outstanding¹ level of detail</p> <p>The Tenderer has produced (above and beyond what has been produced in the Technical specification) a detailed, reasoned, extended description of their thoughts and opinions on the planned service content, the provision of services methods and performance management, quality assurance, service to be performed as part of the job sequence. This is to include the various interrelationships, service results, reports and a preliminary table of contents of the Expertise.</p>	25
a.2	<p>Good² level of detail</p> <p>The Tenderer has produced (above and beyond what has been produced in the Technical specification) a partly extended description of their thoughts and opinions on the planned service content, the provision of services methods and performance management, quality assurance, service to be performed as part of the job sequence. This is to include the various interrelationships, service results, reports and a preliminary table of contents of the Expertise.</p>	17
a.3	<p>Satisfactory³ level of details</p> <p>The Tenderer has produced (above and beyond what has been produced in the Technical specification), a general description of their thoughts and opinions on the planned service content, the provision of services methods and performance management, quality assurance, service to be performed as part of the job sequence. This is to include the</p>	7

¹ **Outstanding** here and elsewhere means a detailed and well-structured description comprising features which exceed the required quality and performance set out in the Technical specification, with many, and/or additional to the ones mentioned in the Technical specification, alternatives analysed, options are substantiated including by taking into account the particular tasks of this particular project.

² **Good** here and elsewhere means a detailed and structured description, which meets the required quality and performance set out in the Technical specification, with some alternatives analysed and choices substantiated including by taking into account the particular tasks of this particular project.

³ **Satisfactory** here and elsewhere means a description, which generally meets the required quality and performance set out in the Technical specification but with some minor issues negatively deviating from the Technical specification and limited additional analysis or substantiation including by taking into account the particular tasks of this particular project.

No	Criteria	Points
	various interrelationships, service results, reports and a preliminary table of contents of the Expertise.	
a.4	<p>Insufficient⁴ level of details</p> <p>The Tenderer has failed to produce additional information as to their understanding of the general requirements of the project.</p>	0
(b) Organisation of the work and resources		
b.1	<p>Outstanding level of detail</p> <p>The technical proposal details the engagement of experts and justifies their role in the implementation of the Expertise. The Tenderer provides a clear and detailed estimate of the number of working days each expert (including non-key experts) will be engaged and description of tasks performed by each expert.</p> <p>The Tenderer has provided a detailed Gantt Chart for the implementation of the Expertise with milestones and dates of deliverables clearly shown.</p> <p>The Proposal includes a detailed description of the planned cooperation and communication with Contracting authority, accounting for planned meetings, and potential items to be included on the agenda. Information will be provided regarding the use of interpreters.</p>	25
b.2	<p>Good level of detail</p> <p>The technical proposal details the engagement of experts (including non-key experts) and justifies their role in the implementation of the Expertise. The Tenderer provides an estimate of the number of working days each expert (including non-key experts) will be engaged.</p> <p>The Tenderer has provided a Gantt Chart for the implementation of the Expertise with milestones and dates of deliverables clearly shown.</p> <p>The Proposal includes a detailed description of the planned cooperation and communication with Contracting authority, accounting for planned meetings, and potential items to be included on the agenda. Information will be provided regarding the use of interpreters.</p>	17
b.3	<p>Satisfactory level of details</p>	7

⁴ **Insufficient** here and elsewhere means a description, which partly meets the required quality and performance set out in the Technical specification in some areas but with some major issues negatively deviating from the Technical specification and very limited or no additional analysis or substantiation including by taking into account the particular tasks of this particular project.

No	Criteria	Points
	<p>The technical proposal details the engagement of experts and justifies their role in the implementation of the Expertise. The Tenderer provides an approximate estimate of the number of working days each expert will be engaged.</p> <p>The Tenderer has provided a Gantt Chart for the implementation of the Expertise with milestones and dates of deliverables clearly shown.</p> <p>The Proposal indicates details of the planned cooperation and communication with RB Rail AS, accounting for planned meeting, and potential items to be included on the agenda. Information will be provided regarding the use of interpreters.</p>	
b.4	<p>Insufficient level of details</p> <p>The technical proposal fails to detail the engagement of experts and justify their role in the implementation of the Expertise. The Tenderer has failed to provide an estimate of the number of working days each expert will be engaged.</p> <p>The Tenderer has provided insufficient detail in the Gantt Chart.</p> <p>There is no clear plan as to how communications with Contracting authority will be carried out.</p>	0
<i>(c) Quality of the proposed methodology for the deliverables</i>		
c.1	<p>Outstanding level of detail</p> <p>The contents of the Technical proposal conform with the Technical Specification, deliverables are outlined in the best practice of expertise, the description of provision of services provides an idea about the way and means of provision of these services and an outstanding description of the specific tasks of deliverables, including a proposal on the expertise in the context of Tenderer's experience from similar projects.</p>	50
c.2	<p>High level of detail</p> <p>The contents of the Technical proposal conform with the Technical Specification, deliverables are outlined in the best practice of industry, the description of provision of services provides an idea about the way and means of provision of these services and a good description of the specific tasks of deliverables, including a proposal on the expertise in the context of Tenderer's experience from similar projects.</p>	36
c.3	<p>Satisfactory level of details</p> <p>The contents of the Technical proposal conform with the Technical Specification, deliverables are outlined in the best practice of industry, the description of provision of services provides an idea about the way and means of provision of these services and a satisfactory description of the specific tasks of deliverables.</p>	16

No	Criteria	Points
c.4	<p>Insufficient level of details</p> <p>The Technical proposal consists of unanswered or significantly inadequate and incomplete solutions to the required specific tasks. A failure to grasp the intended requirements of tasks outlined in the Technical specification. The Technical proposal conforms with the Technical Specification and practice of the industry only partly, the description of provision of services does not provide an idea about the way and means of provision of these services and project in general and an insufficient description of the specific tasks of deliverables.</p>	0

19.6.2. The procurement commission shall obtain the score for each Technical proposal in this criterion by summing up all points obtained by the particular Technical proposal in this criterion and dividing the sum with the number of members of the procurement commission which participated in the evaluation of the Technical proposals. The result shall be used as the points for the calculation of the score for the particular Technical proposal according to the following formula:

$$points = \frac{\text{Total sum of points received for Technical proposal}}{100} \times 60$$

19.7. Evaluation of the Financial proposal

19.7.1. The procurement commission shall award the maximum available points for the Financial proposal to the Financial proposal with the lowest proposed price.

19.7.2. Other Financial proposals shall receive score in accordance with the following formula:

$$points = \frac{\text{lowest proposed price from the compliant proposals}}{\text{Tenderer's proposed price}} \times 40$$

20. TENDERER'S CHECK PRIOR TO MAKING THE DECISION REGARDING THE CONCLUSION OF THE CONTRACT

20.1. Prior to making the decision about assigning rights to conclude the Contract, the procurement commission performs a check regarding the existence of grounds for exclusion of tenderers for Tenderers, members of a partnership (if the Tenderer is a partnership) and persons on whose capabilities the Tenderer is relying.

20.2. If, in accordance with the information published on the day of the last data update in a public database, on the last day of proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract is made, the Tenderer, member of a partnership (if the Tenderer is a partnership), or a person on whose capabilities the Tenderer is relying have tax debts, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, the procurement commission informs the Tenderer and sets a deadline – 10 days from the day

of issuing or receiving information – for the submission of a certificate evidencing absence of tax debt or decision to prolong the deadline or postpone payment of the tax, an agreement on payment of the tax or other objective evidence proving absence of a tax debt.

- 20.3. If the Tenderer fails to submit required evidence about itself before the deadline, the procurement commission excludes the Tenderer from participation in the procurement.

21. DECISION MAKING, ANNOUNCEMENT OF RESULTS AND ENTERING INTO A CONTRACT

- 21.1. The procurement commission selects the Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulation and chooses the Proposal in accordance with the Contract award criteria as described in Section 19. The Tenderer whose Proposal shall receive the best score shall be selected.
- 21.2. Within 3 (three) business days from the date of decision about the procurement results the procurement commission informs all the Tenderers about the decision made by sending the information by post or electronically and keeping the evidence of the date and mode of sending the information. The procurement commission announces the name of the chosen Tenderer, indicating:
- 21.2.1. To the refused Tenderer the reasons for refusing its Proposal;
- 21.2.2. To the Tenderer who has submitted an eligible Proposal, the characterization of the chosen proposal and the relative advantages.
- 21.4. Procurement commission publishes the decision report of the procurement procedure at the Internet webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 21.5. If the public procurement procedure is terminated, the procurement commission within 3 (three) business days simultaneously informs all Tenderers about all the reasons due to which the procurement procedure is terminated, and informs about the deadline within which a Tenderer may submit an application regarding the violations of the public procurement procedure to the Administrative court.
- 21.6. The procurement commission, when informing of the results, has the right not to disclose specific information, if it may infringe upon public interests or if the Tenderer's legal commercial interests or the conditions of procurement would be violated.
- 21.7. The selected Tenderer upon receiving the notification about the procurement results must within 5 (five) business days submit cooperation or partnership agreement if required pursuant to requirements under Section 6.1.2.
- 21.8. The Contract is concluded on the basis of the Tenderer's Proposal and in accordance with Annex 4.
- 21.9. The procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulation:

- 21.9.1. refuses to conclude a partnership agreement in the cases and deadlines defined by the Regulation, or in the cases and deadlines defined by the Regulation does not submit a copy of the partnership agreement or does not inform of the founding of a partnership Contracting authority;
- 21.9.2. refuses to conclude the Contract or does not submit a signed Contract.
- 21.10. In such a case the procurement commission is entitled to terminate this procurement without selecting any Proposal, or to select the Proposal with the next best score. For either of these decisions a written decision must be made.
- 21.11. Prior to making the decision regarding the conclusion of the Contract with the next Tenderer, the procurement commission assesses whether the next Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer, the procurement commission makes a decision to terminate the procurement without selecting any Proposal. If the next chosen Tenderer also refuses to conclude the Contract or does not submit a signed public procurement Contract within the deadline set by the procurement commission, the procurement commission makes the decision to terminate the procurement without selecting any Proposal.

ANNEX NO 1: APPLICATION

2017.____.____.

No _____

**APPLICATION FOR PARTICIPATION IN THE PROCUREMENT
 "TECHNICAL EXPERTISE OF THE CUT – AND COVER – RAILWAY TUNNEL", No
 RBR 2017/32**

Tenderer [*name of the Tenderer or members of the partnership*], reg. No. [*registration No of the Tenderer or members of the partnership*], represented by [*name, last name and position of the representative of the Tenderer*], by submitting this application:

1. Confirms participation in the procurement "Technical expertise of the cut – and cover railway tunnel" No RBR 2017/32.
2. Proposes to provide technical expertise services of the cut – and - cover railway tunnel in accordance with the Technical specification and this Proposal for the following Contract price (excluding VAT):

_____ **euro**, _____ **cents**

3. Confirms that the Regulation is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it shall fulfil all conditions of the Regulation as well as enter into a procurement Contract in accordance with the draft Contract enclosed with the Regulation.
4. Guarantees that all information and documents provided are true.
5. declares that, for the purposes of qualifying for the procurement, we rely on the capabilities of the following entities:

No	Name, registration number and registered address of the entity	Capabilities on which the Tenderer relies
1.		
2.		
3.		

6. declares that during the execution of the Contract we will have sub-contractors as stated below and confirm that the list is complete:

No	Name of the sub-contractor	Description of the sub-contracted task	Sub-contracted tasks	
			Amount, EUR (without VAT)	% from the proposed price
I	Total amount of the sub-contracted tasks is equal to or exceeds 10% from the proposed contract price			
1				
2				
n+1				
			Total:	
II	Total amount of the sub-contracted tasks is smaller than 10% from the proposed contract price			
1				
2				
n+1				
			Total:	
			Total (I+II)	

We meet the criteria of (please mark):

a small medium other

sized enterprise⁵ as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise;⁶

Date: [date of signing]

Name: [name of the representative of the Tenderer and position]

⁵ The information on the size of the Candidate is used solely for statistical purposes and are not in any way whatsoever used in the evaluation of the Candidates and their Requests to participate.

⁶ Available here - http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC

ANNEX NO 2: EXPERT'S APPLICATION**EXPERT'S APPLICATION****TO PARTICIPATE IN THE PROCUREMENT Id . No RBR 2017/32****"TECHNICAL EXPERTISE OF THE CUT – AND – COVER RAILWAY TUNNEL"****FOR THE SERVICE LINE⁷**

Title of the Service line

Country of experience

Name of Expert:	
Education	
Obtained degree	
Contact information (phone and e-mail)	

⁷ Separate expert's application for every country of every Service line shall be prepared.

ANNEX NO 3 : EXPERT'S PROFESSIONAL EXPERIENCE

No	Expert's role in team	Name, Surname	Obtained degree (-s)
1.	Education (Educational institution)	Period of studies (month/year – month/year)	
1.1.			
...			
	Professional experience:		
2.	Employer, Project, Contracting authority	Period of employment or participation in the project (month/year – month/year)	Description of the responsibilities according to contract to comply with respective criteria in Section 7.3. for respective expert. Description of project (implementation period, scope, value of the project*, total eligible costs*, countries involved in project, etc.) Contact information for references
2.1.			
2.2.			
n+1			

I confirm that I have consented that my candidature is proposed in the open competition "Technical expertise of the cut – and – cover railway tunnel", No RBR 2017/32. I confirm that in case the Tenderer [name of the tenderer or members of the partnership] will conclude the contract as the result of the open competition, I will participate in the execution of the contract.

Date: [date of signing]

Name: [name of the expert]

ANNEX NO 4: TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

FOR PROCUREMENT

TECHNICAL EXPERTISE OF THE CUT-AND-COVER RAILWAY TUNNEL

1. GENERAL

1.1. Introduction

The Baltic countries Estonia, Latvia and Lithuania have historically been linked to the East-West railway transport axis using the 1520mm gauge railway system. The existing rail system is incompatible with mainland European standards, thus there is a consensus that Estonia, Latvia and Lithuania need to be fully integrated into the wider European rail transport system. Currently there is no efficient 1435 mm railway connection along the Warsaw-Kaunas-Riga-Tallinn axis, i.e. there are missing links or significant bottlenecks. There are no direct passenger or freight services along the railway and the majority of the North-South freight is being transported by road transport.

Rail Baltica is already designed to become a part of the EU TEN-T North Sea – Baltic Core Network Corridor, which links Europe's largest ports of Rotterdam, Hamburg and Antwerp – through the Netherlands, Belgium, Germany and Poland – with the three Baltic States, further connecting to Finland via the Gulf of Finland short sea shipping connections with a future fixed link possibility between Tallinn and Helsinki.

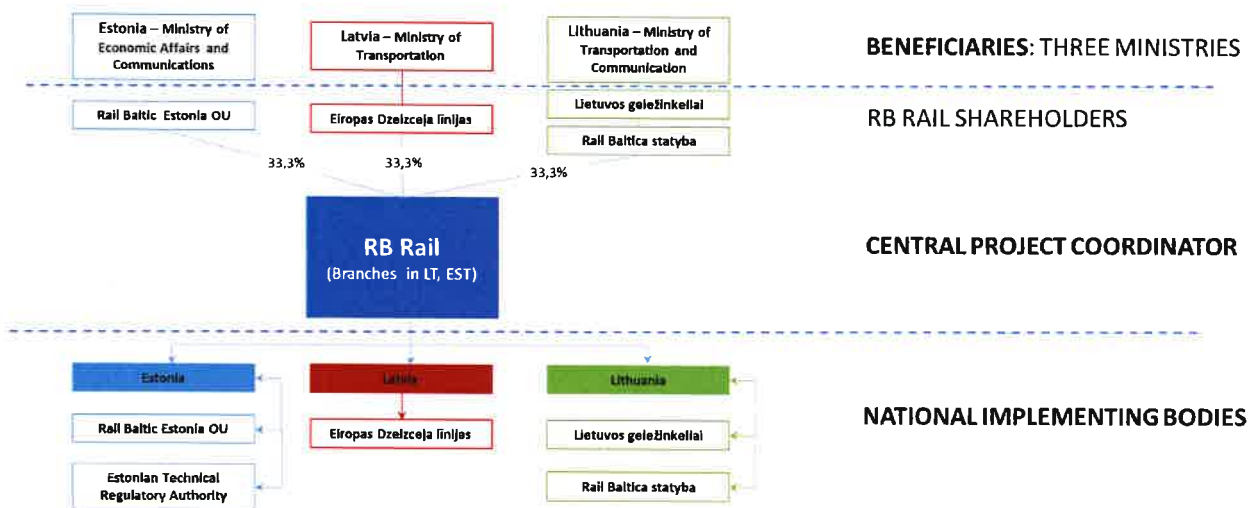
Further northbound extension of this corridor shall pave the way for future connectivity also with the emerging Arctic corridor. Furthermore, the North Sea – Baltic Corridor crosses with the Baltic-Adriatic Corridor in Warsaw, paving the way for new supply chain development between the Baltic and Adriatic seas, connecting the Baltics with the hitherto inadequately accessible Southern European markets. In a similar fashion, Rail Baltica shall strengthen the synergies between North-South and West-East freight flows, creating new transshipment and logistics development opportunities along the Europe and Asia overland trade routes. The new Rail Baltica infrastructure would, therefore, not only put the Baltics firmly on the European rail logistics map, but also create massive opportunities for value creation along this infrastructure with such secondary economic benefits as commercial property development, revitalization of dilapidated urban areas, private spin-off investment, new business formation, technology transfer and innovation, tourism development and other catalytic effects. Rail Baltica aims to promote these effects from the early stages of the Global Project, learning from the key global success stories and benchmarks in this regard.

The contracting authority RB Rail AS (RBR) was established by the Republics of Estonia, Latvia and Lithuania, via state-owned holding companies, to coordinate the development and construction of the fast-conventional standard gauge railway line on the North Sea – Baltic TEN-T Core Network Corridor (Rail Baltica II) linking three Baltic states with Poland and the rest of the EU. The main technical parameters shall correspond to traffic code P2-F1 as per INF TSI (Commission Regulation 1299/2014/EU) and shall have the following main technical parameters:

- double track, design speed on the main track 250 km/h, design speed on side tracks minimum 100 km/h;
- axle load 25 t;
- distance between track centres at least 4.50 m on the main tracks;
- distance between two sided passing loops approximately 50 km and crossovers approximately 25 km;

- all pedestrian, road and 1520 mm rail crossings only as above or below grade crossings (segregated grade crossings), fencing and noise barriers where needed;
- ERTMS Level 2 with possible update to the newest version;
- communications system GSM-R with a view to accommodate the new generation railway communications standard;
- electrification 2x25 kV AC;
- length of freight trains 740m, but for spatial planning and track geometry design a length of 1050m shall be used;
- length of passenger trains 200m, but for spatial planning and track geometry design a length of 400m shall be used;
- height of passenger platforms 550mm;
- maintenance road, where necessary, shall be on one side of the tracks with gravel 3.5m wide

The shareholders structure of RBR is presented in Figure 1.



RBR together with governments of Estonia, Latvia and Lithuania (represented by the ministries in charge of transport policy) have applied for the CEF co-financing in 2015, 2016 and 2017 (three applications in total). The first two applications were successful and INEA grants are available to support the Global Project expenses with up to 85% of co-financing in amount of 633 mln EUR. A further application is currently under evaluation.

Rail Baltica is a joint project of three EU Member States – Estonia, Latvia and Lithuania – and concerns the building of a fast conventional double track 1435 mm gauge electrified railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Panevėžys (LT), Kaunas (LT) to the Lithuania/Poland state border (including connection Kaunas - Vilnius). In the longer term, the railway line could potentially be extended to include a fixed link between Helsinki and Tallinn, as well as integrate the railway link to Warsaw and beyond.



Figure 2. Rail Baltica railway line route through Estonia, Latvia and Lithuania.

The expected core outcome of the Global Rail Baltica Project is a European gauge (1435mm) double-track railway line of almost 900 km in length meant for both passenger and freight transport and the required additional infrastructure (to ensure full operability of the railway). It will be interoperable with the TEN-T Network in the rest of Europe and competitive in terms of quality with other modes of transport in the region. The indicative timeline and phasing of the project implementation can be found here: <http://www.railbaltica.org/about-rail-baltica/project-timeline/>. Further information is available in <http://www.railbaltica.org/>

1.2. Procurement for the technical expertise of the cut-and-cover railway tunnel.

As a result of Preliminary design, and available previous surveys and studies, as well as taking into account difficult construction and operational conditions (as explained further) it was decided to carry out the additional technical expertise of the cut-and-cover railway tunnel for the Rail Baltica section in Riga from Riga Railway central station to Riga Airport.

This technical expertise is a critical part of the Consolidated preliminary technical desing (CPTD) report, which is a basic prerequisite for Detailed technical design (DTD) procurement technical specification and provides input data for designers.

1.3. Abbreviations and terms

CAPEX	<i>Capital expenditures</i>
Contract	signed agreement between Contracting authority and Contractor to prepare Expertise through the provision of Consulting services defined in this agreement.
Contractor	service provider awarded with a Contract to conduct Expertise.
Consulting services	all necessary activities being and to be implemented by the Contractor as required in the Contract.
EU	<i>European Union.</i>
Expertise	result of expert services, provided by the Contractor, necessary to continue detailed investigations as discovered by Consulting services and to elaborate technical specifications of detailed technical design.
National studies	detailed engineering and feasibility studies on implementation of Rail Baltica project in each of the three Baltic states, covering EIA, preliminary design, feasibility studies, spatial planning and similar activities.
OPEX	Operating expenses
Programme	Expertise programme, proposed by the Contractor and approved by the Contracting authority, shall include graphical representation of main Expertise milestones and deadlines of deliverables as required in Terms of reference.
Rail Baltica project	future railway line preventing missing links in the European railway network and improving the existing network infrastructure on the route Warsaw – Kaunas – Riga – Tallinn – Helsinki, and ensuring full railway interoperability and better railway usage indicators in passenger and cargo traffic. The project ensures Baltic State integration into the EU railway area. The project is the part of the TEN-T core network North Sea-Baltic corridor.
Rail Baltica railway	new fast conventional double track electrified railway line with the maximum design speed of 240 km/h and European standard gauge (1435 mm) on the

Railway infrastructure	<p>route from Tallinn through Pärnu (EE), Riga (LV), Panevėžys (LT), Kaunas (LT) to Lithuanian – Polish border, with the connection of Kaunas – Vilnius.</p> <p>has the same meaning as an identical term in the Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (recast), as well as it includes freight and passenger terminals and infrastructure and rolling stock maintenance facilities and the ground underneath them and the airspace above them to the extent that the national legislation permits the ownership of the ground and the airspace.</p>
Railway infrastructure	<p>has the same meaning as an identical term in the Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (recast), as well as it includes freight and passenger terminals and infrastructure and rolling stock maintenance facilities and the ground underneath them and the airspace above them to the extent that the national legislation permits the ownership of the ground and the airspace</p>
RB Rail AS, Contracting authority	<p>a joint venture established by the Republics of Estonia (EE), Latvia (LV) and Lithuania (LT) to coordinate the development and construction of the fast-conventional standard gauge railway line on the North Sea – Baltic TEN-T Core Network Corridor linking three Baltic states with Poland and the rest of the EU.</p>
RAMS	<p><i>Reliability, Availability, Maintainability and Safety</i></p>
Technical specification	<p>this document forming a part of Service procurement regulations and Contract following the procurement procedures;</p>
TSI	<p><i>Technical Specifications for Interoperability.</i></p>
WP	<p><i>Work package</i>, a defined part of Contractor's activities, to be carried out under the Contract's requirements.</p>

2. TECHNICAL EXPERTISE FRAMEWORK

2.1. Scope of the Expertise

2.1.1. Introduction of the cut-and-cover tunnel.

The Preliminary design with the related studies and Environmental Impact Assessment (EIA) have been carried out in 2014 – 2016, as a result Rail Baltica railway route in Latvia approved by Cabinet of Ministers. The cut-and-cover railway tunnel is part of the Rail Baltica section in Riga city, which is located between Riga Railway central station to Riga Airport.

In Riga, Rail Baltica railway tracks in the section from Jelgavas street to Zolitūdes street are intended to be located parallel and under the existing 1520 mm tracks. As it is foreseen in the Preliminary design and Environmental Impact Assessment, the Rail Baltica railway track will be in a cut-and-cover tunnel under existing railway track to Jūrmala direction and during the construction, existing traffic will be maintained on at least one 1520mm track. The beginning of the entrance of the Rail Baltica tunnel in Torņakalns is planned at the planned crossing of Teodora Hermanovska Street, but the exit from the tunnel is planned after the crossing of Liepājas Street.

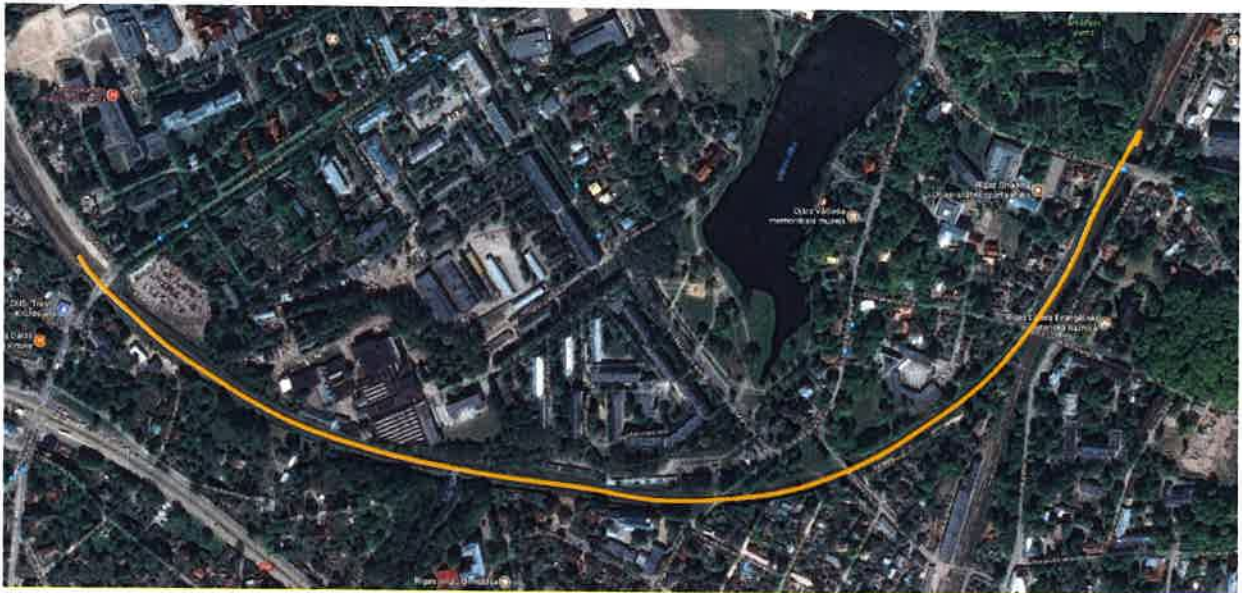


Figure 3. Schematic alignment of tunnel.

The Rail Baltica cut-and-cover tunnel crosses three overpasses - Friča Brīvzemnieka Street, Torņakalna Street and Altonavas Street. Torņakalna Street and Altonavas Street overpasses are included in the National Protected Cultural Monuments List and their conversion or rebuilding is possible only with the permission of the State Heritage Protection Inspectorate.

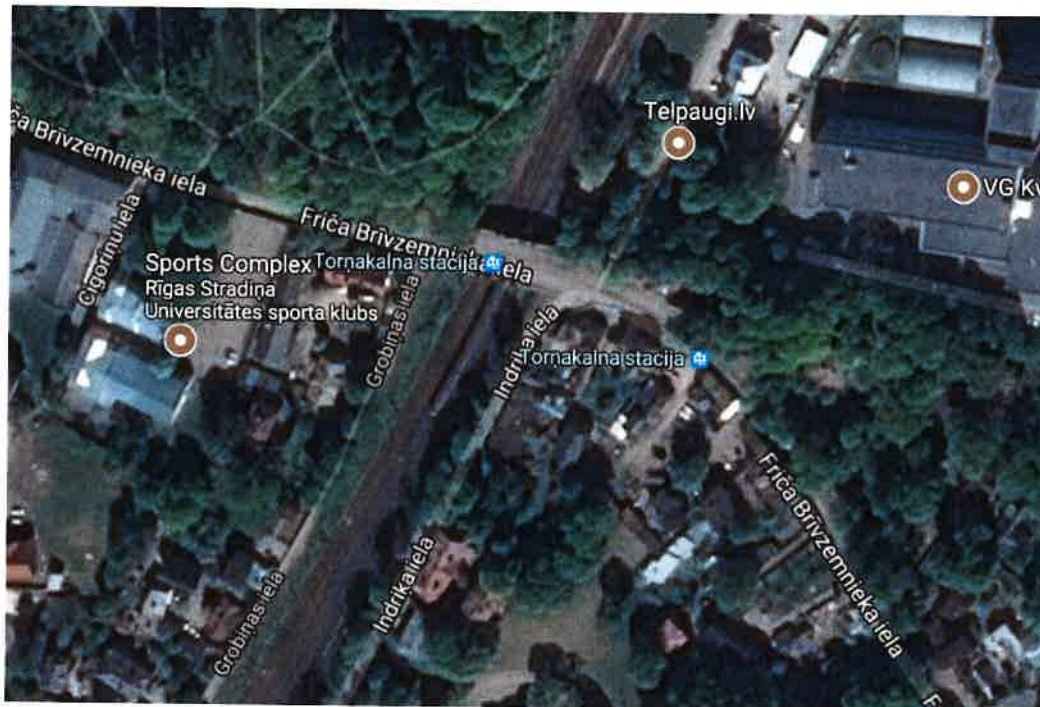


Figure 4. Friča Brīvēznieka street crossing – plan and side view

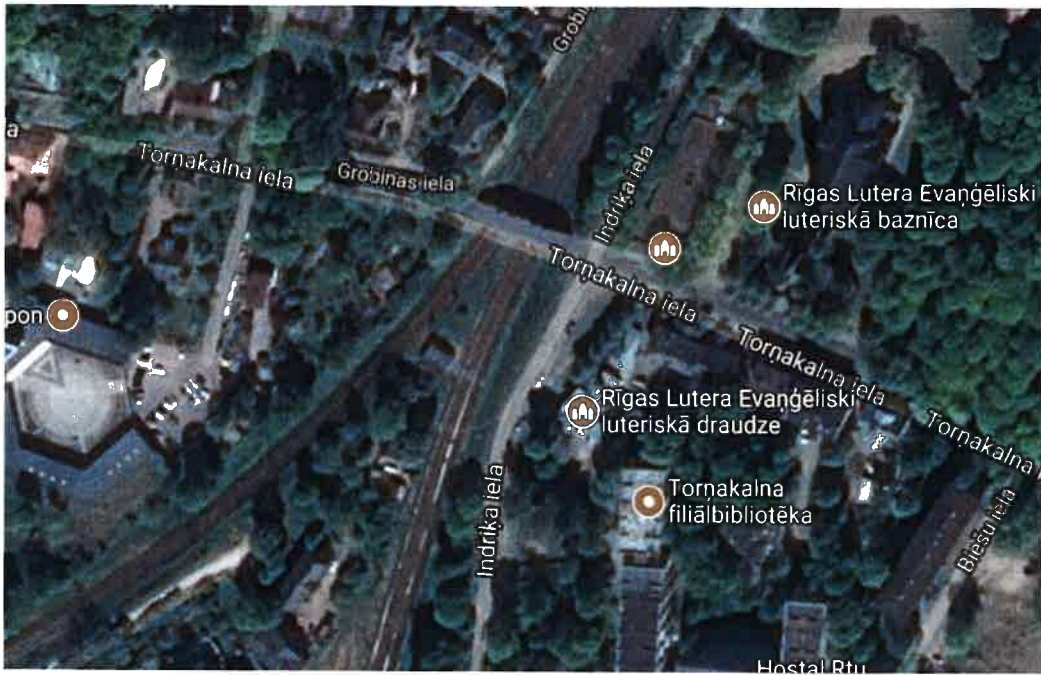


Figure 5. Torņakalna street crossing – plan and side view

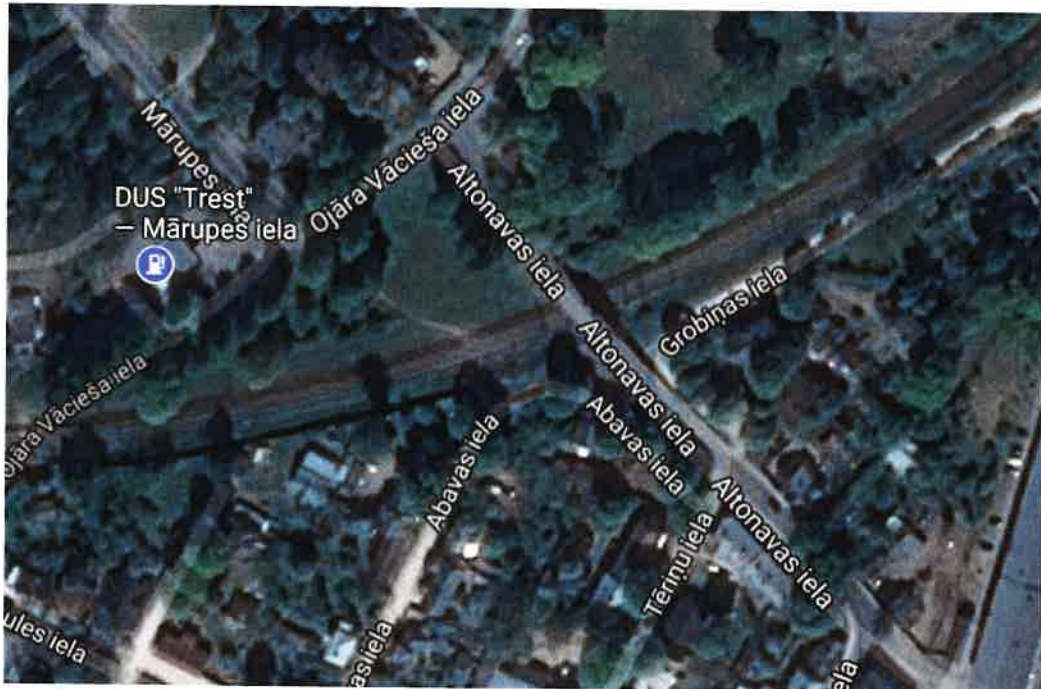


Figure 6. Altonavas street crossing – plan and side view

2.1.2. Key technical parameters of the cut-and-cover tunnel (as per preliminary design):

- Electrified high speed railway line, double track 1435mm;
- Total length: 1,81 km;
- Length of the tunnel entrance: approx. 350 m;
- Length of the tunnel exit: approx. 350 m;
- Mārupītes river (~ 10 m wide) crossing underneath of the tunnel;
- Equipped with emergency exits, ventilation, lightening, cable troughs, radio coverage equipment for a fire emergency and maintenance needs etc.;
- Tunnel is located in the existing 1520 mm railway right of way. The existing electrified 1520mm railway double track (including 25 t axle load freight trains) will operate above the tunnel in the entire length;
- Three road overpasses in Friča Brīvzemnieka street, Torņakalna street and Altonavas street crosses both railways (1435mm in tunnel and 1520mm above the tunnel). The cut-and-cover tunnel shall be constructed as far as possible without major changes to the structures of the overpasses themselves.

2.2. Objectives

- 2.2.1. Main objective is to evaluate preliminary solutions of the tunnel from the viewpoint of safe and efficient railway operations, tunnel constructability and the LCC perspectives. The consultant has to provide the answer that the cut-and-cover railway tunnel technical solution is safe to operate both by Rail Baltica and existing railways (1520mm gauge) above the tunnel.
- 2.2.2. The consultation services have to provide the additional technical expertise of the cut-and-cover railway tunnel for the Rail Baltica in order to define next priority steps to be carried out, including the all necessary investigations, to secure precise definition and description of the technical specification for the detailed technical design, thus ensuring safe detailed technical design of the tunnel and construction input.
- 2.2.3. The Contractor through analysing the best practices, applying best knowledge and experience, deploying smart technologies and innovations shall deliver the highest quality of expert services, which will become an integral part of Rail Baltica railway and will ensure safe, interoperable, efficient and cost-effective railway operations.
- 2.2.4. The cut-and-cover railway tunnel as a long-term investment needs to be thoroughly analysed by evaluating latest technologies and costs associated (both CAPEX and OPEX) in order to avoid possible over-investments, as well as under-investments. Thus the railway line operational and maintenance aspects have to be considered from the point of view of effectiveness to increase railway value for money.

2.3. Input documents for the Consulting services

The Contractor shall consider the non-exhaustive list of documents provided in this section, which will be handed over to the Contractor at the commencement of the Contract:

- 2.3.1. Rail Baltica studies for Latvia: Environmental Impact Assessment.
- 2.3.2. Preliminary design and available previous surveys and studies will be handed over to the Contractor.
- 2.3.3. Riga city strategic development and spatial (territorial) plans, which relates to the Expertise.

2.4. Assumptions for the Consulting services timetable:

- 2.4.1. The scope of the Consultant services have been prepared with the assumption that the open procurement will be carried out and following contract concluded without delays. The commencement of the services planned in January 2018.

2.5. Risks and assumptions of the tunnel area:

- High groundwater level;
- Possible old underground rivers, hidden river areas;
- Possible undisclosed archeological discoveries and cultural heritage monuments and structures;
- In the right-of-way of the existing railway;
- Several intersections with existing city street network;
- Proximity to several living houses.

2.6. Deliverables and deadlines

2.6.1. The Contractor shall provide Consulting services in English and submit the following deliverables:

Deliverables/Reports	Submission deadline	No. of copies	Description of deliverable (as per section 3. below)	Approval through Contracting Authority
Inception Report	4 weeks after CD	2 hard copies, 1 soft copy	Analysis of the input documentation, and findings of the first on site inspection. (WP1) . Updated recommendations, methodology and program, for the further steps and investigations (WP2) .	1 week after reception

Deliverables/Reports	Submission deadline	No. of copies	Description of deliverable (as per section 3. below)	Approval through Contracting Authority
Draft Final Report	6 weeks after CD	2 hard copies, 1 soft copy	<p>Assessment report of the proposed tunnel solutions, proposals for change in solutions, change in alignment (tunnel geometry and cross-section), if applicable. Proposals shall be supported with the necessary benchmarking analysis. (WP3)</p> <p>Preparation of specific construction requirements for detailed technical design (WP4)</p> <p>Value engineering for the Contracting Authority's purpose. (WP5)</p> <p>Suggested terms and conditions to be included in the design and construction contracts. (WP6)</p>	1 week after reception
Final Report	8 weeks after CD	3 hard copies, 1 soft copy	<p>Final report have to be submitted taking into account the Contracting Authority's comments.</p> <p>Minimum content:</p> <ol style="list-style-type: none"> Short summary of WP1 and WP2. 	1 week after reception

Deliverables/Reports	Submission deadline	No. of copies	Description of deliverable (as per section 3. below)	Approval through Contracting Authority
			2. Final version consisting of WP3; WP4; WP5; and WP6. The outcomes of the final report have to be presented in presentation for the Contracting Authority's management.	

2.6.2. The deadline for the provision of the Consulting services is 2 months from the commencement date (CD).

3. DESCRIPTION OF EXPERTISE

The Expertise is organized in accordance with the following work packages (WP):

3.1. WP1: Input documentation and on site inspection;

WP1 shall include analysis of the input documentation, taking into account Contractor's findings of the first on site inspection and discussion with the Contracting authority. Analysis of the input document is to reflect Contractor's understanding of Expertise's objectives, scope and further milestones. During the analysis the Contractor shall identify the proposals regarding cut-and-cover tunnel technology, methodology, options, further steps and investigation to achieve the objectives. Risks shall be identified at early stage of Expertise implementation and whenever possible.

3.2. WP2: Updated program and further investigations;

The Contractor shall prepare Expertise programme for its services to be provided. Expertise programme shall include representation of main Expertise's milestones and deadlines of deliverables as required in Technical specification. The purpose of Expertise programme is to show the further milestones, to present all necessary subjects and to provide high quality professional Consulting services on time.

Recommendations of the Contractor shall be aligned with currently implemented interstate Rail Baltica project agreements, as well as existing national and Riga city strategic development and spatial (territorial) plans. Riga city spatial and strategy plans shall be incorporated in the analysis.

The Contractor shall also provide status and results of the Expertise to the Contracting authority in a form of presentation summarizing major findings and further activities. At the request of the Contracting authority the Contractor shall present presentation, with the necessary clarifications and explanations to the questions which might raise.

3.3. WP3: Proposed technical solutions for tunnel;

In this WP the Expert shall assess the preliminary solutions of the tunnel from the viewpoint of safe and efficient railway operations, tunnel constructability and the LCC perspectives. The consultant has to provide the answer that the cut-and-cover railway tunnel technical solution is safe to operate both by Rail Baltica and the existing railways (1520mm gauge) above the tunnel, and under what conditions. The Expert shall assess the proposed tunnel solutions, proposals for change in solutions, change in alignment (tunnel geometry and cross-section), if applicable. The Expert shall define the best proposals for detailisation in the following WP and in parallel communicate it to the Contracting authority.

The Contractor shall support Expertise implementation with the necessary benchmarking analysis and the best practical examples of similar cut-and-cover tunnel in terms of key technical parameters and similar operational

conditions with two different railways. Examples shall describe the best contractors for the cut-and-cover tunnel construction world wide during the past ten years.

3.4. WP4: Specific construction requirements for detailed technical design;

Preparation of specific construction requirements for detailed technical design that has to be respected by the tunnel designers. The Expert shall define all critical technical terms and parameters, including principal alignment and layouts, dimensions, ventilation with the equipment, emergency exits with the lightening, cable troughs (including cable distribution solutions), location of the radio coverage equipment (amplifier) for a fire emergency needs and also maintenance communication needs, etc. Proposals shall take into account proposed construction technology options and sequence, risk mitigation measures as well as recommended climate conditions for such works. The small river path underneath of the tunnel shall be specifically described with the cross section drawings and proper staging/sequence during construction process.

Requirements shall include reference to all standards related to the tunnel construction. Definition of the minimum requirements and coefficients as required by the standards shall be part of the critical requirements.

As part of the technical solution the Contractor shall propose respective maintenance management strategy for the entire tunnel.

For the safe operational purposes the Contractor shall propose software based detection tools or intelligent in advance warning system with the technical specifications for the cut-and-cover tunnel condition monitoring, measurement and preventive maintenance.

The Contractor shall implement risk analysis for all topics to be covered within the scope of the Expertise and provide mitigation measures to avoid or minimise those risks, covering also main materials' production and supply, technology changes, innovative technology solutions, etc.

The Contractor shall propose all further needed studies and investigations if required.

The Contractor shall ensure that all building Eurocodes, EN standards, TSIs and key RAMS aspects are met during Expertise implementation, including through analyzing the geotechnical, hydrogeological conditions as well as assessing stability calculations and definitions of stability principles.

3.5. WP5: Value engineering;

Value engineering for the Contracting Authority's purpose shall be described in the WP5. The railway tunnel investments needs to be thoroughly analysed by evaluating latest technologies and costs associated (both CAPEX and OPEX) in order to avoid possible over-investments, as well as under-investments. The Contractor shall conduct value engineering for the technical solutions and deployment strategies by estimating also CAPEX and OPEX as well as life-cycle costs.

3.6. WP6: Suggested contractual terms and conditions to be included in the design and construction contracts;

The Expertise shall also recommend the contractual terms and conditions, (including liability and insurance conditions) to be included in the design and construction contracts, which are typically used for such tunnels worldwide.