

PROCUREMENT

REGULATIONS

"THE BRIDGE INSPECTIONS IN RIGA"

(IDENTIFICATION NO RBR 2018/1)



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1. GENERAL INFORMATION

- 1.1. The identification number of this procurement is No RBR 2018/1.
- 1.2. The applicable CPV code is: 71300000-1.
- 1.3. The contracting entity is joint stock Contracting authority RB Rail AS, legal address: Kr. 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: Technical project 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 inspection services for three bridges located in Riga. Detailed information is provided in Annex 4 (Technical specification).
- 5.2. The delivery of the inspection 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	<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>authority's official or 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</p>	<ul style="list-style-type: none"> - The rules for the document submission are set in the sections 1, 2 and 3, if applicable.

No	Requirement	Documents to be submitted <i>(no obligation to submit documents, unless specifically requested by the procurement commission)</i>
	Contract or the procurement rules, as well as to 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

No	Requirement	Documents to be submitted
		<p>responsibilities of each and every partnership members and 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

No	Requirement	Documents to be submitted
(1.)	The Tenderer within the previous 5 (five) years (2013, 2014, 2015, 2016, 2017 including 2018 until the date of submission of the Proposal) before the date of the submission of the Proposal, has provided bridge substructure inspection services for at least one contracting authority (client) with the same methodology and technology <u>as proposed in Technical proposal</u> (see Section 11).	- Filled in and signed Annex 2 with the attached written and signed references from the clients proving gained expertise and/or completion of the contracts (only completed contracts can be used for reference purposes).
(2.)	The Tenderer shall involve for the provision of the services a one project manager who within the previous 5 (five) years (2013, 2014, 2015, 2016, 2017 including 2018 until the date of submission of the Proposal) before the date of the submission of the Proposal, shall have project manager's experience in three projects of the bridge substructure inspection. The Project manager additionally shall have the Master's degree or equivalent education.	- Information about project manager, filled in Annex 3 signed by the relevant team member.

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 Tenderer, 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 Technical specification (Annex 4).
- 11.2. Description of the Technical proposal shall conform with Technical specification as detailed in the Annex 4 and cover at least the following main chapters:
 - Understanding requirements of the tender;
 - Proposed methodology and technology for carrying out services;
 - Organization of the work, resources (including information about a team of experts as considered necessary to carry out the required bridge inspection) and submission of the deliverables.
- 11.3. The Technical proposal should not exceed more than 10 pages.

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 "The bridge inspections in Riga" No RBR 2018/1", 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 1;
 - 12.1.4. technical proposal prepared in accordance with Section 11;
 - 12.1.5. information and documents in accordance with Annex 2, confirming compliance of the Tenderer with the selection criteria for the Tenderers;
 - 12.1.6. information and documents in accordance with Annex 3, confirming compliance of the Tenderer with the selection criteria for the Tenderer's proposed key personnel;
 - 12.1.7. information and documents relating to entities on whose capabilities the Tenderer is relying;
 - 12.1.8. information about subcontractors in accordance with Annex 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 (CD/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: "The bridge inspections in Riga" No RBR 2018/1". Do not open until 19 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 12) shall be submitted personally, by courier or registered mail to the RB Rail AS, K. Valdemara street 8 - 7, Riga, LV-1010, Latvia by 19 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 19 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 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 TEHCNICAL 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 with the lowest proposed contract price (the only evaluation criterion), which complies with the requirements stipulated by the Regulation.
- 19.3. The procurement commission shall determine a Tenderer in accordance with Section 19.2. and the Contract shall be awarded to the Tenderer with lowest proposed contract price.
- 19.4. In case several Tenderers will propose equal contract price, 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.

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 with lowest price proposal 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.
- 21.3. Procurement commission publishes the decision report of the procurement procedure at the Internet webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 21.4. 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.
- 21.5. 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.
- 21.6. 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.
- 21.7. The Contract is concluded on the basis of the Tenderer's Proposal and Technical specification (Annex 4).
- 21.8. The procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulation:
 - 21.8.1. 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;
 - 21.8.2. refuses to conclude the Contract or does not submit a signed Contract.
- 21.9. 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.
- 21.10. 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

2018.____.____

No_____

APPLICATION FOR PARTICIPATION IN THE PROCUREMENT "The bridge inspections in Riga", No RBR 2018/1

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 "The bridge inspections in Riga" No RBR 2018/1.
2. Proposes to provide bridge inspections in Riga 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.
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:

Sub-contracted tasks				
No	Name of the sub-contractor	Description of the sub-contracted task	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 enterprise¹ as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise;²

Date: [date of signing]

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

¹ 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.

² 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: EXPERIENCE OF TENDERER

EXPERIENCE OF TENDERER

Project title	Description of the contract and building (substructure) – contract/ project duration, location, country, inspection methodology and technology, depth of the inspection etc. which characterize the required experience in Section 7.3. (1.)*	Name of the Contracting authority (including address)	Contact person of the Contracting authority (telephone, email, address)

*(Only completed contracts can be used for reference)

(Signature)

Position, name and surname of the manager or the authorized person of the Tenderer

ANNEX NO 3: PROJECT MANAGER PROFESSIONAL EXPERIENCE

No	Project manager _____		Name, Surname	
	Role in in the execution of contract			
1.	Education (Educational institution)	Period of studies (month/year – month/year)	Obtained degree (-s)	
1.1.				
...				
	Professional experience:			
2.	Employer, Project, Contracting authority	Period of employment or participation in the project/ contract execution (month/year – month/year)	Description of the responsibilities according to contract to comply with respective criteria in Section 7.3. (2.) for the project manager	Description of the project/ contract (execution period, scope, etc.) Contact information for references
2.1.				
2.2.				
n+1				

I confirm that I have consented that my candidature is proposed in the procurement “The bridge inspections in Riga”, No RBR 2018/1. 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 procurement, I will participate as project’s manager in the execution of the contract.

Date: [date of signing]

Name: [name of the expert]

ANNEX NO 4: TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

FOR PROCUREMENT

"THE BRIDGE INSPECTIONS IN RIGA"

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. Because of the existing historical and technical constraints, 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. Thus, there are no direct passenger or freight services along the railway axis as the existing infrastructure does not allow for competitive services compared to alternative modes of transport. Thus, the clear majority of the North-South freight is being transported by road transport and the overall accessibility in the region is low.

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 and ERTMS equipped mixed use railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Panevėžys (LT), Kaunas (LT) to the Lithuania/Poland state border (including a Kaunas – Vilnius spur) with a design speed of 240km/h. 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.

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 Environmental Impact Assessment, the Rail Baltica railway track will be in a cut&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.

The Rail Baltica cut&cover tunnel crosses three overpasses - Friča Brīvēznieka Street, Torņakalna Street and Altonavas Street. Torņakalna Street and Altonavas Street overpasses are included in the National Protected Cultural Monuments List with No. 8069 (<http://mantojums.lv/lv/piemineklu-saraksts/8069/>) and their conversion or rebuilding is possible only with the permission of the State Heritage Protection Inspectorate (VKPAI).

The conversion of a cultural monument or the replacement of its original parts with new parts is permissible only if this is the only option for preservation of the monument or if the transformation does not result in the decline of the monument's cultural-historical value.

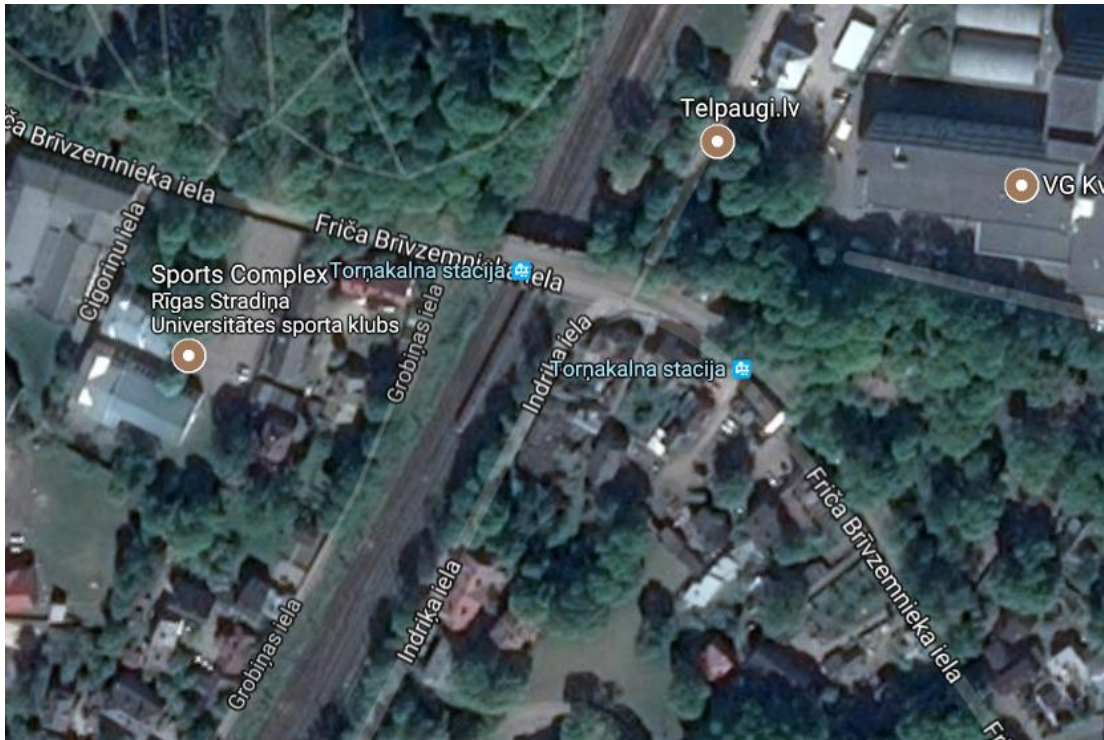
2. OBJECTIVES OF PROCUREMENT AND GENERAL DESCRIPTION OF SITUATION.

The objective of the procurement is to conduct inspections for the substructure (foundations) and superstructure (supports, deck structure) of three (3) road overpasses over the railway in order to evaluate the possibilities to construct a cut&cover tunnel under these overpasses without major changes in the structures themselves. These three overpasses are:

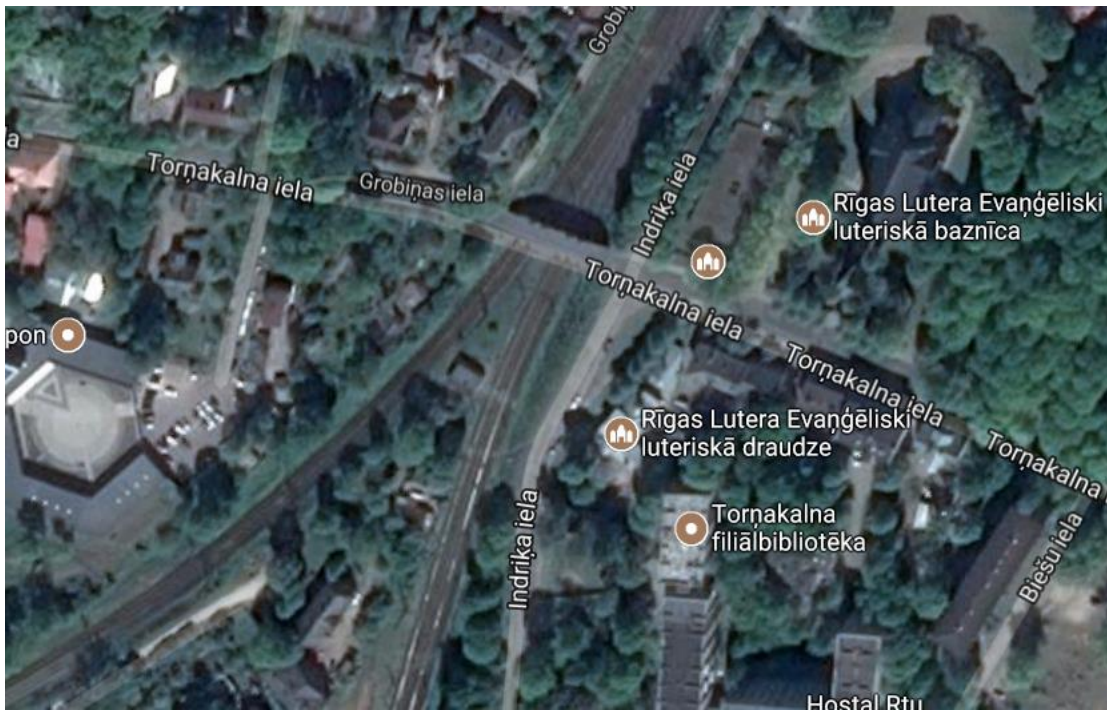
- 1) Friča Brīvēznieka iela;

- 2) Torņakalna iela;
- 3) Altonavas iela.

Friča Brīvzemnieka iela crossing – plan and side view



Torņakalna iela crossing – plan and side view



Altonavas iela crossing – plan and side view



3. GENERAL REQUIREMENTS FOR THE INSPECTIONS

3.1. Input documents for the Consulting services

Before any inspection on site, all related inspection reports, archive documents and designs must be examined. 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:

- 3.1.1. Environmental Impact Assessment Report for Rail Baltica project in Latvia;
- 3.1.2. Preliminary design and available previous surveys and studies will be handed over to the Contractor;
- 3.1.3. Technical report on Friča Brīvēznieka street overpass, 2016 (in Latvian);
- 3.1.4. Technical report on Altonava street overpass, 2010 (in Latvian);
- 3.1.5. Technical report on Torņakalna street overpass, 2015 (in Latvian).

3.2. For the overpasses, the site inspection must investigate and cover the following parts:

- 3.2.1. Substructure:
 - Dimensions, location;
 - Material and existing condition;
 - Possible observable settlement or soil erosion;
 - Natural water flows in the area and their impact on the foundations;

Every overpass substructure (foundation) shall be inspected with the proposed means of technology and methodology proposed and ensured by the Contractor.

- 3.2.2. Superstructure:
 - Dimensions, location
 - Material and existing condition

Overpass superstructure inspection must be carried out according to chapter 6.3 "General inspection" of LVS 190-11:2009.

3.3. Deliverables

The results of the inspections must be prepared in a report format in English, clearly indicating methodology and technology, and all input information used. Requirements for the deliverables:

Report	Main contents	Submission schedule
Inception Report	Detailed project execution plan Detailed desk study and site investigation methodology including planned necessary approvals from the authorities to conduct site investigation	CD (date of commencement) + 2 weeks
Interim Report	Analysis of existing archive documents	CD + 6 weeks

	Approvals for site investigations	
Final Report	Technical inspection report, combining archive information and site investigation data	CD + 10 weeks

3.4. Inspection approvals and certificates.

It is the responsibility of the Contractor to receive all necessary approvals from all the authorities to do the inspections, for example, from SJSC "Latvijas Dzelzceļš", Riga City Council (including Traffic Department), State Heritage Protection Inspectorate and any other authorities/institutions involved. All costs for such approvals and any arising supportive activities as required by the above mentioned involved institutions, if any, shall be covered by the Contractor.

For the inspection the Contractor shall ensure certified personal and experts as required by the national law and legislation for such type of the inspection. The Contractor shall have all certificates for the employment of the proposed technology and machinery, if required by the national law and legislation for such type of the inspection on site.

3.5. Assumptions for the Consulting services timetable.

The scope of the Consultant services has 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.

4. SERVICE CONTRACT MANAGEMENT

4.1. Contractor's obligations

- 4.1.1. For the provision of services the Contractor shall remain fully responsible for the results of its services during and after the provision of services. Any additional expenses arisen due to the correction of the unacceptable results shall be covered solely by the Contractor. On reasonable grounds Contracting authority reserves the right to request the Contractor to correct the results of its services regardless whether it is necessary during the period of service provision or after completion of thereof.
- 4.1.2. In case Contracting authority finds (at any time of procurement process or during the implementation of the Contract for the provision of services) that provided information on education, experience of a Tenderer is found to be false, a Tenderer shall be eliminated from the procurement process or it shall be subject to the termination of contract for the services (whatever is applicable).
- 4.1.3. The Contractor shall ensure necessary effort, means, resources and personnel required for the successful provision of services.
- 4.1.4. The Contractor shall be responsible for ensuring that its experts included in service contract are available throughout the service provision period.
- 4.1.5. The Contractor must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly and the expenses were actually incurred. These must be available for review upon the request of Contracting authority.
- 4.1.6. The Contractor shall include all costs related to office facilities, office expenses, accommodation, transport and work safety of the personnel, insurance, translation and addition expenses in the Contract Price/Fee.
- 4.1.7. The Contractor shall ensure that its team members (experts etc.) involved in service provision are adequately supported and equipped. In particular, the Contractor shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable team members to concentrate on their primary responsibilities. The Contractor must also transfer funds as necessary to support its activities under the Contract, and ensure that his employees are paid regularly and in a timely manner. Costs for administration of service contract and office operation including telecommunication costs shall be included.
- 4.1.8. The Contractor will arrange for formal coordination and decision making on project interventions and establish an adequate internal management structure. At least two meetings with the Contracting authority will be held – the first meeting during on site inspection and the second at the final report presentation. If needed, ad-hoc meetings can be arranged, which may be initiated both by the Contractor, or the Contracting Authority.

4.2. Provision of services

- 4.2.1. The Contractor must perform the Contract in compliance with its provisions and all legal obligations under applicable EU, international and national law within the set deadlines and to the highest professional, diligence and ethical standards.
- 4.2.2. The Contractor shall carry out the tasks, prepare and provide all documents, reports, minutes of the meetings and any other information material required for the provision of the services.
- 4.2.3. During the implementation of services, the Contractor shall identify possible risks at early stage and propose a mitigation measures in order to successfully deliver services on time.
- 4.2.4. As a part of services, the Contractor shall prepare information material in a fully comprehensive and understandable way, by providing explicit and full source details (initial information, evidences etc.) used for the analysis and provision of services. The deliverables shall include detailed explanation of methods employed that lead to the solutions delivered by the Contractor.
- 4.2.5. Contracting authority shall have no influence on outcome results (reports, summary, advice, decisions etc.) delivered by the Contractor. However, Contractor shall consider Contracting authority's observations on the initial information used, Contractor shall provide clarifications with the justified argumentation and explain employed analysis methods. The implementation of such observations and clarifications is subject to the approval of the services by Contracting authority.

4.3. Contractor's team

- 4.3.1. Only in exceptional cases team members (experts, assistants etc.) included in the Contract can be replaced with the same qualification expert or better by signing an amendment to the Contract. Failing of the Contractor to propose another expert with equivalent or better qualifications might lead to the termination of the Contract.
- 4.3.2. Contracting authority reserves the right to request the Contractor to replace a team member in case of any of the following reasons:
 - a) repeated careless performance of duties;
 - b) incompetence or negligence;
 - c) non-fulfilment of obligations or duties stipulated in the Contract;
 - d) poor knowledge of English language (unsatisfactory presentation, writing skills in English);
 - e) termination of employment relations with the Contractor.

4.4. Confidentiality, independence and absence of conflict of interest

- 4.4.1. The Contractor is expected to ensure that its contractual and professional obligations in particular with regard to confidentiality, independence and absence of conflict of interests are well understood and upheld throughout and after Services provision.

4.4.2. During the provision of services, the Contractor shall provide independent view based on its expertise, education and experience. The Contractor cannot show nor indicate any opinion linked to a particular supplier, company, organisation, institution whatsoever. No representation of any region, country, personal interests shall be shown by the Contractor throughout the service provision period.

4.5. Checks, audits and investigations

4.5.1. Contracting authority reserves the right at any time of implementation of service contract (or afterwards) to carry out investigations related to verification of data provided by the Contractor during the procurement process.

4.5.2. Contracting authority may – during the implementation of service contract or afterwards – carry out checks and audits to ascertain compliance with the proper implementation of the assignments (including assessment of deliverables and reports) under this contract and whether the Contractor is meeting its obligations.

4.5.3. It may be carried out either directly by their own staff or by any other outside body authorised to do so on their behalf.

4.5.4. Under Regulation No 2185/96 and Regulation No 883/2013, the European Anti-Fraud Office may — at any moment during implementation of the Contract or afterwards — carry out on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity under the Contract that affects the EU's financial interests.

4.6. Visibility requirements

4.6.1. Any reports, brochures, other documents or information connected with Services which the Contractor produces and submits to the Principal, the Beneficiary, any other third person or makes publicly available must include the following:

- a) a funding statement stating that Services is the recipient of the funding from the CEF: "Rail Baltic/Rail Baltica is co-financed by the European Union's Connecting Europe Facility";
- b) (for printed materials) a disclaimer releasing the European Union from any liability in terms of the content of the dissemination materials: "The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein." This disclaimer in all European Union official languages can be seen at the website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>;
- c) the European Union flag.

- 4.6.2. Requirements set in Sections 4.6.1 can be fulfilled by using the following logo:



Co-financed by the European Union

Connecting Europe Facility

If the Contractor shall use this logo, the Contractor shall ensure that elements of the logo will not be separated (the logo will be used as one whole unit) and enough free space around the logo shall be ensured;

- 4.6.3. The Contractor is obliged to comply with the latest visibility requirements set by the European Union. For that purpose the Contractor shall follow the changes in the visibility requirements on its own. On the date of conclusion of this Contract the visibility requirements are published on the following website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>.

4.7. Miscellaneous

- 4.7.1. Communication under service contract (e.g. information, requests, submissions, formal notifications, etc.) must be carried out in English;
- 4.7.2. Contracting authority is deemed as the administrative instance and will be responsible for making the principal decisions. The contracting authority will be responsible for settling the operative and professional issues.
- 4.7.3. Contracting authority shall fully and irrevocably acquire the ownership of the results provided by the Contractor throughout the implementation of service contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information contained therein, produced in performance of service contract.