

## **REGULATION**

### **FOR OPEN COMPETITION**

#### **"RAIL BALTICA CONTROL-COMMAND AND SIGNALLING (CCS) SUBSYSTEMS PROCUREMENT AND DEPLOYMENT STRATEGY"**

(IDENTIFICATION NO RBR 2019/6)



**Co-financed by the European Union**  
Connecting Europe Facility

## TABLE OF CONTENTS

1. General information .....	3
2. The rights of the procurement commission.....	3
3. The obligations of the procurement commission .....	4
4. The rights of the Tenderer .....	4
5. Subject-matter of the Open Competition.....	5
6. Tenderer.....	5
7. Selection criteria for Tenderers.....	5
8. Reliance on the capabilities of other persons.....	16
9. Subcontracting.....	17
10. Proposal (bid) security .....	17
11. Financial proposal.....	18
12. Technical proposal.....	19
13. Contents and form of the Proposal.....	19
14. Encryption of the proposal information.....	20
15. Submission of a Proposal.....	21
16. Opening of Proposals.....	21
17. Verification of proposal .....	21
18. Verification of financial proposals.....	21
19. Contract award criteria.....	22
20. Tenderer check prior to making the decision regarding the conclusion of the contract.....	25
21. Decision making, Announcement of results and entering into a Contract .....	26
22. Annexes:.....	27

## REGULATION

### 1. GENERAL INFORMATION

- 1.1. The identification number of this open competition is No RBR 2019/6.
- 1.2. The applicable CPV codes are:
  - 1.2.1. Main CPV code: 71300000-1;
  - 1.2.2. Additional CPV codes: 71311230-2; 71311300-4; 71311200-3.
- 1.3. The contracting entity is joint stock company RB Rail AS, legal address: K. Valdemara iela 8 - 7, Riga LV-1010, Latvia (hereinafter – **Contracting authority**).
- 1.4. The open competition is co-financed by the Contracting Authority and Connecting Europe Facility (CEF).
- 1.5. This open competition is organised in accordance with the Public Procurement Law of Latvia in effect on the date of publishing the contract notice.
- 1.6. This open competition is carried out using the E-Tenders system which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EKEIS/Supplier>).
- 1.7. The open competition regulation and all its annexes are freely available in Contracting authority's profile in the E-Tenders system at webpage <https://www.eis.gov.lv/EKEIS/Supplier> and the Internet webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 1.8. Amendments to the open competition regulation and answers to suppliers' questions shall be published on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier> and the Contracting authority's Internet webpage <http://railbaltica.org/tenders/>. It is the supplier's responsibility to constantly follow the information published on the webpage and to take it into consideration in its proposal.
- 1.9. Contact person of the Contracting authority for this open competition - Procurement specialist, Asta Žaltauskienė, telephone: +37061712033, e-mail address: [asta.zaltauskiene@railbaltica.org](mailto:asta.zaltauskiene@railbaltica.org);
- 1.10. The procurement commission and the supplier exchange information in writing in English or Latvian (accompanied by a translation in English), by sending documents electronically via e-mail or using E-Tenders system.
- 1.11. The supplier can request additional information regarding the Regulation. Additional information can be requested in writing, by sending it to the procurement commission electronically via e-mail or using E-Tenders system. Additional information must be requested in a timely fashion, so that the procurement commission can give it a reply no later than 6 (six) days prior to the deadline for proposal submission. The procurement commission shall provide additional information within 5 (five) Working Days from the day of receipt of the request.
- 1.12. The supplier 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 open competition 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 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. During proposal assessment, the procurement commission has the right to demand the clarification of the information provided in the proposal.

### **3. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION**

- 3.1. The procurement commission ensures the documentation of the process of the open competition procedure.
- 3.2. The procurement commission ensures free and direct electronic access to the open competition procedure documents in Contracting authority's profile at the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier> and at the Internet webpage of the Joint-Stock Company RB Rail AS <http://railbaltica.org/tenders/>.
- 3.3. If an interested Supplier has in a timely fashion in writing by post or electronically, or delivering in person, requested additional information about the requirements included in open competition procedure documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the procurement commission provides a response electronically within 5 (five) Working Days, but not later than 6 (six) days before the deadline for submitting proposals. Simultaneously by sending this information to the supplier who had asked the question, the Contracting authority publishes this information in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier> and on its Internet webpage <http://railbaltica.org/tenders/>, where open competition procedure documents are available, indicating the question asked.
- 3.4. If the Contracting authority amends the open competition procedure documents, this information shall be published in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier> and on the Contracting authority's Internet webpage <http://railbaltica.org/tenders/>, where the open competition procedure documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication.
- 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 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 of Latvia, open competition 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 to clarify or expand the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required 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.
- 3.8. The procurement commission prepares a report on the open competition procedure and publishes it in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> within 5 (five) Working Days from day when the decision about the results of the open competition is taken.

### **4. THE RIGHTS OF THE TENDERER**

- 4.1. To submit tenderer's Electronic Procurement System registration documents (if the tenderer is not registered in Electronic Procurement System) in State Regional Development Agency (please see information here <http://www.railbaltica.org/procurement/e-procurement-system/>).
- 4.2. The Tenderer can request and within 3 (three) Working Days after submitting the request to receive a copy of the Proposal opening sheet, which is an Annex to the Proposal opening meeting minutes.



- 4.3. 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.
- 4.4. 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 Procurement Monitoring Bureau according to the procedure stipulated in the Public Procurement Law regarding the Tenderer selection requirements, technical specifications or other requirements relating to this open competition, or relating to the activities by the Contracting authority or the procurement commission during the open competition procedure.

## **5. SUBJECT-MATTER OF THE OPEN COMPETITION**

- 5.1. The subject-matter of the open competition is elaboration of the procurement and deployment strategy for the introduction of the state-of-the-art control-command and signaling (hereinafter also - CCS) solution for Rail Baltica line.
- 5.2. Technical specification of the open competition is provided in Annex No 3 of the Regulations.
- 5.3. The study will have to cover Rail Baltica Global Project. The delivery of the study will take place in Latvia.

## **6. TENDERER**

- 6.1. The proposal can be submitted by:
  - 6.1.1. A supplier, who is a legal or natural person (hereinafter – Tenderer) and who complies with the selection criteria for tenderers;
  - 6.1.2. A group of suppliers (hereinafter also – Tenderer, partnership) which complies with the selection criteria for tenderers:
    - 6.1.2.1. A group of suppliers who have formed a partnership for this particular open competition. In this case all the members of the partnership shall be listed in Annex No 1 “Application” of the Regulations. 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.
    - 6.1.2.2. 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.
- 6.2. A Supplier before applying for this procurement procedure must consider its applicability to the condition set out by Clause 5.1.3 of the Technical specification (Annex No 3 of the Regulations).

## **7. SELECTION CRITERIA FOR TENDERERS**

### **7.1. Exclusion grounds**

The contracting authority shall exclude the tenderer from further participation in the open competition 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.	<p>Within previous 3 (three) years before submission of the Proposal the Tenderer or a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, has been found guilty of or has been subjected to coercive measures for committing any of the following criminal offences by such a public prosecutor's order regarding punishment or a court judgement that has entered into force and may not be challenged and appealed:</p> <p>a) establishment, management of, involvement in a criminal organisation or in an organised group included in the criminal organisation or other criminal formation, or participation in criminal offences committed by such an organisation,</p> <p>b) bribe-taking, bribery, bribe misappropriation, intermediation in bribery, unauthorised participation in property transactions, taking of prohibited benefit, commercial bribing, unlawful claiming of benefits, accepting and providing of benefits, trading influences,</p> <p>c) fraud, misappropriation or money-laundering,</p> <p>d) terrorism, terrorism funding, creation or organization of a terrorist group, traveling for terrorist purposes, justification of terrorism, calling to terrorism, terrorism threats or recruiting or training a person in performance of acts of terrorism,</p> <p>e) human trafficking,</p> <p>f) evasion from payment of taxes and similar payments.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
2.	<p>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.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch,</li> </ul>

No	Requirement	Documents to be submitted ( <i>no obligation to submit documents, unless specifically requested by the procurement commission</i> )
		which are registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence.
3.	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"> <li>- For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
4.	<p>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 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"> <li>- 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.</li> <li>- 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</li> </ul>	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>person, shareholder who owns at least 10% of the shares in a joint-stock company, shareholder in a limited liability company, procure holder or an official.</p> <ul style="list-style-type: none"> <li>- If he or she is a relative of a tenderer or a subcontractor which is a natural person.</li> </ul> <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>	
5.	<p>The tenderer has an advantage that limits competition in the procurement procedure if it or its related legal person consulted the contracting authority or otherwise was involved in preparing the open competition, and the advantage cannot be prevented by less restrictive measures, and the tenderer cannot prove that its or its related legal person's participation in preparing the procurement procedure does not restrict competition.</p>	<p>No obligation to submit documents, unless specifically requested by the procurement commission.</p>
6.	<p>Within previous 12 (twelve) months before submission of the Proposal, by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed, the tenderer has been found guilty of violating competition laws manifested as a horizontal cartel agreement, except for the case when the relevant authority, upon detecting violation of competition laws, has released the tenderer from a fine or has decreased the fine for cooperation within a leniency program.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
7.	<p>Within previous 3 (three) years before submission of the Proposal, by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed, the</p>	<ul style="list-style-type: none"> <li>- For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch,</li> </ul>

No	Requirement	Documents to be submitted ( <i>no obligation to submit documents, unless specifically requested by the procurement commission</i> )
	tenderer has been found guilty of a violation manifested as employment of one or more persons which do not possess the required employment permit or if it is illegal for such persons to reside in a Member State of the European Union.	<p>which are registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.</p> <ul style="list-style-type: none"> <li>- For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
8.	Within previous 12 (twelve) months before submission of the Proposal, by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed, the tenderer has been found guilty of a violation manifested as employment of a person without a written employment contract, by failing within the term specified in regulatory enactments to submit an informative employee declaration regarding this person, which must be submitted about persons, who start working;	<ul style="list-style-type: none"> <li>- For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
9.	The tenderer has provided false information to prove its compliance with provisions of this Section 7.1, or qualification criteria, or has not provided the required information at all.	No obligation to submit documents, unless specifically requested by the procurement commission.
10.	The tenderer is a registered offshore <sup>1</sup> company (legal person) or offshore association of persons.	<ul style="list-style-type: none"> <li>- For a tenderer which is registered in Latvia the Contracting Authority shall verify the information itself in publicly available databases.</li> <li>- For the tenderer and each member of the partnership (if tenderer is a unregistered partnership) which is a legal person registered abroad – a</li> </ul>

<sup>1</sup> **Offshore:** low tax or tax-free country or territory in accordance with Corporate income tax law of the Republic of Latvia except Member States of EEA (European Economic Area) or its territories, Member States of the World Trade Organization Agreement on State Treaties or territories and such countries and territories with which European Union and Republic of Latvia has international agreements for open market in public procurement area.

No	Requirement	Documents to be submitted ( <i>no obligation to submit documents, unless specifically requested by the procurement commission</i> )
		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
11.	The owner or shareholder (with more than 25% of share capital) of the tenderer which is registered in Republic of Latvia, is a registered offshore company (legal person) or offshore association of persons.	<ul style="list-style-type: none"> <li>- For a tenderer which is registered in Latvia: <ul style="list-style-type: none"> <li>• the Contracting Authority shall verify the information itself in publicly available databases;</li> <li>• if such information by publicly available data bases isn't provided, tenderer shall submit self – declaration which approves fact that there are no registered owners or shareholders of the tenderer (with more than 25% of share capital) which are registered offshore.</li> </ul> </li> </ul>
12.	The subcontractors indicated by the Tenderer whose share of work is equal to or exceeds 10% of the Contract price or person on whose capabilities tenderer is relying, is a registered offshore company (legal person) or offshore association of persons.	<ul style="list-style-type: none"> <li>- For entities which are registered in Latvia: <ul style="list-style-type: none"> <li>• For a subcontractor whose share of work is equal to or exceeds 10% of the Contract price or person, on whose capabilities tenderer is relying, which is registered in Latvia, the Contracting Authority shall verify the information itself in publicly available databases;</li> <li>• if such information by publicly available data bases isn't provided, a subcontractor whose share of work is equal to or exceeds 10% of the Contract price or person, on whose capabilities tenderer is relying, shall submit self – declaration which approves fact that person isn't registered offshore company.</li> </ul> </li> <li>- For a subcontractor or person on whose capabilities tenderer is relying, 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.</li> </ul>

No	Requirement	Documents to be submitted ( <i>no obligation to submit documents, unless specifically requested by the procurement commission</i> )
13.	<p>International or national sanctions or substantial sanctions by the European Union (EU) or the North Atlantic Treaty Organization (NATO) Member State affecting the interests of the financial and capital market has been imposed to the:</p> <p>a) tenderer or a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the tenderer in operations in relation to a branch,</p> <p>b) subcontractors indicated by the Tenderer whose share of work is equal to or exceeds 10% of the Contract price,</p> <p>c) person on whose capabilities tenderer is relying, and such sanctions can affect the execution of the procurement contract.</p>	No obligation to submit documents, unless specifically requested by the procurement commission.

## 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"> <li>- For a Tenderer which is a legal person (or a member of a partnership, a person on whose abilities a Tenderer relies, a subcontractor whose share of work is equal to or exceeds 10% of the contract value) registered in Latvia the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer which is a natural person (or a member of a partnership, a person on whose abilities a Tenderer relies, a subcontractor whose share of work is equal to or exceeds 10% of the contract value) – a copy of an identification card or passport.</li> <li>- For a Tenderer (or a member of a partnership, a person on whose abilities a Tenderer relies, a subcontractor whose share of work is equal to or exceeds 10% of the contract value) 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.</li> <li>- If a proposals is submitted by a partnership, the Proposal shall include an agreement (or letter of intention to enter into agreement)</li> </ul>



No	Requirement	Documents to be submitted
		<p>signed by all members on the participation in the procurement, which lists 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"> <li>- 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.</li> </ul>
2.	The representative of the Tenderer, or a member of a partnership, or a person on whose abilities a Tenderer relies, who has signed documents contained in the proposal, has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer.	<ul style="list-style-type: none"> <li>- A document confirming the right of signature (representation) of the representative of the Tenderer, or a member of a partnership, or a person on whose abilities a Tenderer relies, who signs the proposal. 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.</li> <li>- If the Tenderer, or a member of a partnership, or a person on whose abilities a Tenderer relies, submits a power of attorney (original or a copy certified by the Tenderer) there shall be additionally submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer.</li> </ul>

### 7.3. Economic and financial standing

No	Requirement	Documents to be submitted
1.	The Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover within the last 3 (three) financial years, i.e. 2016, 2017, 2018, is not less than	<ul style="list-style-type: none"> <li>- Filled in and signed Annex No 6 of the Regulations.</li> <li>- Audited or self-approved by a Tenderer (if the audited Annual report is not required by the law of the country of residence of the Tenderer) Annual reports for financial years 2016, 2017, 2018.</li> </ul>



No	Requirement	Documents to be submitted
	<p>600 000,00 EUR (six hundred thousand euros).</p> <p>In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognised in the amount of the investment in the limited partnership.</p> <p>In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer's actual operation period.</p>	<ul style="list-style-type: none"> <li>- For a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) an additional document evidencing the amount of the investment by the limited liability partner (the partnership agreement or a document with a similarly binding legal effect).</li> <li>- If the Tenderer is a partnership, it indicates the member of the partnership on whose abilities it relies to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the procurement contract, including this information in the agreement of cooperation or letter of intention to enter into agreement.</li> </ul>
2.	<p>The Tenderer or member of the partnership (if the Tenderer is a partnership) on whose abilities the Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the contract and entity on whose abilities the Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the contract, shall have stable financial and economic performance, namely, in the last audited financial year liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 and shall have positive equity.</p>	<ul style="list-style-type: none"> <li>- Audited or self-approved (if audit is not required by the law of the country of residence of the Tenderer) by a Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose abilities the partnership is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the contract, Annual report for previous audited financial year, showing the balance and calculation that proves liquidity ratio and positive equity.</li> <li>- If the Tenderer is a partnership, it indicates the member of the partnership on whose abilities it relies to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the procurement contract, including this information in the agreement of cooperation or letter of intention to enter into agreement.</li> </ul>
3.	<p>The Tenderer should have a valid Professional risk indemnity insurance with limit of liability of at least 600 000,00 EUR (six hundred thousand euros) per claim and in the aggregate for the policy period covering all experts mentioned in Proposal with extended reporting period 5 (five) years.</p>	<ul style="list-style-type: none"> <li>- Documentation that proves its possession of a valid insurance certificate for at least 600 000,00 EUR (six hundred thousand euros) during the whole term of performance of the Agreement, or a written statement of an insurance institution specifying that in case the Tenderer is awarded the Agreement, the insurance institution will issue the insurance certificate for at least 600 000,00 EUR (six hundred thousand euro) per claim (<i>please see Section 21.7.2. of the Regulations for additional information regarding requirements of Professional risk indemnity insurance – it will be applicable only to the Tenderer, to whom the rights to enter into contract will be awarded</i>).</li> </ul>

#### 7.4. Technical and professional ability of the tenderer

No	Requirement	Documents to be submitted
1.	<p>The Tenderer within the previous 10 (ten) years before the date of the submission of the Proposal, has gained experience in at least 3 (three) reference CCS-projects with contract value of each reference CCS-project at least 250,000.00 EUR (two hundred fifty thousand euros), and each reference CCS-project covering TSI compliant railway section with the speed above 200 km/h:</p> <p>1) at least 1 (<b>one</b>) study on elaboration of CCS-subsystems including:</p> <ol style="list-style-type: none"> <li>concept or</li> <li>feasibility study or</li> <li>preliminary design or</li> <li>procurement strategy or</li> <li>deployment strategy;</li> </ol> <p>2) at least 2 (<b>two</b>) CCS-subsystems design projects with the calculated CCS-investment value not less than 50 (fifty) million EUR.</p>	<ul style="list-style-type: none"> <li>- Filled in and signed Annex No 7 of the Regulations.</li> <li>- The procurement commission shall be entitled to request the Tenderer to submit written references in order to verify the correctness of information provided by the Tenderer set out in the form.</li> <li>- The procurement commission shall make an assessment of reference projects relevance in each separate case.</li> <li>- The procurement commission reserves the right to contact clients of the tenderer for the provision of further details and verification of the provided information.</li> </ul>
2.	The tenderer shall have a certified quality management system.	<ul style="list-style-type: none"> <li>- Provide a certificate or a statement that the tenderer has a quality management system compliant with ISO 9001:2015 (or newer version) or equivalent.</li> </ul>

#### 7.5. Technical and professional ability of the key experts

No	Requirement	Documents to be submitted
1.	The Tenderer shall propose the following persons for the positions of the following key experts <sup>2</sup> .	
1.1.	All key experts shall have a very good (at least C1 Level) English language skills – (based on Common European Framework of Reference for Languages <sup>3</sup> ) in understanding, speaking and writing.	<ul style="list-style-type: none"> <li>- Self-declared information about each key experts' language skills in Annex No 8 of the Regulations.</li> </ul>
2.	<p><b>Team lead, Key expert CCS</b> meeting the following minimal requirements:</p> <p>(i) Experience in the position of lead CCS-expert within last 15 (fifteen) years for at least 5 (five) CCS projects in 3 (three) different countries, covering all following subsystems<sup>4</sup>:</p>	<ul style="list-style-type: none"> <li>- Filled in and signed Annex No 8 of the Regulations.</li> </ul>

<sup>2</sup> Key experts cannot serve several roles.

<sup>3</sup> See <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

<sup>4</sup> Subsystems can be covered in different projects.

No	Requirement	Documents to be submitted
	a) Traffic Management System (TMS); b) Interlocking; c) European Train Control System (ETCS) Level 2.	
3.	<b>Key expert Telecommunications</b> meeting the following minimal requirements: (i) Experience in the position of lead railway telecommunication expert within last 10 (ten) years for at least 3 (three) railway telecommunication projects covering all following subsystems <sup>5</sup> : a) GSM-R for ETCS Level 2 application; b) core transmission network; c) network access solutions; d) ancillary systems <sup>6</sup> .	- Filled in and signed Annex No 8 of the Regulations.
4.	<b>Key expert Power supply</b> meeting the following minimal requirements: (i) Experience in the position of lead railway power supply expert within last 10 (ten) years for at least 3 (three) railway power supply projects (excluding railway electrification) covering all following aspects <sup>7</sup> : a) medium - low voltage power supply for CCS and telecommunication equipment; b) elaboration of RAMS requirements on design of power supply (excluding electrification) for CCS and telecommunication equipment	- Filled in and signed Annex No 8 of the Regulations.
5.	<b>Second expert CCS</b> meeting the following minimal requirements: (i) Experience in the position of senior railway CCS-expert within last 10 (ten) years for at least 3 (three) railway projects covering all following aspects <sup>8</sup> : a) track side CCS facilities; b) ETCS Level 2 facilities; c) ancillary systems. (ii) Experience in the position of railway CCS-expert covering all following CCS implementation stages <sup>9,10</sup> : a) development of technical specifications; b) design; c) construction; d) commissioning.	- Filled in and signed Annex No 8 of the Regulations.

<sup>5</sup> Subsystems can be covered in different projects.

<sup>6</sup> Ancillary systems are Hot Box detector, acoustic bearing, broken rail, meteorological condition detection, strain gauge, rail temperature monitoring, pantograph dynamic elevation monitoring.

<sup>7</sup> Aspects can be covered in different projects.

<sup>8</sup> Aspects can be covered in different projects

<sup>9</sup> Stages can be covered in different projects.

<sup>10</sup> Projects, referenced in the clause 5.(i) can be mentioned as well in 5.(ii).

No	Requirement	Documents to be submitted
6.	<b>Economist/market research specialist</b> meeting the following minimal requirements: (i) Experience within last 10 (ten) years as leading economic expert: <ul style="list-style-type: none"> <li>a) for financial and economic analysis in 3 (three) transport infrastructure projects with investment value not less than 50 (fifty) million EUR;</li> <li>b) in supplier market analysis in the area of railway systems and railway infrastructure components in at least 3 (three) projects<sup>11</sup>.</li> </ul>	- Filled in and signed Annex No 8 of the Regulations.

- 7.6. Information, provided in the Proposal to prove the compliance with above-mentioned requirements for Economic and financial standing (Section 7.3 of the Regulations), Technical and professional ability of the Tenderer (Section 7.4 of the Regulations), Technical and professional ability of the key experts (Section 7.5 of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Contracting authority shall not be obliged to use additional sources of information in order to decide regarding Tenderer's compliance with the qualification requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulation.
- 7.7. 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 submission 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.
- 7.8. If the documents, with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 7.1 of the Regulations, 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 by another person mentioned in Section 7.1(1) of the Regulations 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). **Regarding all documents submitted based on an oath given under law (e.g. self-statements, sworn-statements/declarations on oath), the Tenderer has to provide (indicate) legal grounds to law or enactment in accordance with such self-statements or declarations on oath have been given.**
- 7.9. If the Tenderer complies with any of the exclusion grounds mention in Section 7.1 (except tax debts) of the Regulations, the Tenderer indicates this fact in Annex No 1 of the Regulations.
- 7.10. The Tenderer, in order to certify that it complies with the selection criteria for Tenderers, may submit the European single procurement document as initial proof. This document must be submitted in paper format, and for each person upon whose capabilities the Tenderer relies, and for each of their indicated subcontractors, the share of whose work is equal to or exceeds 10 % (ten per cent) of the value of the Contract, but if the Tenderer is a partnership – for each member thereof. In order to fill in the European single procedure document the Tenderer uses the "ESPD.xml" file at the Internet webpage <https://ec.europa.eu/tools/espd/filter?lang=en>.
- 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 economic and financial standing and 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:

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<sup>11</sup> Subjects (railway systems and railway infrastructure components) can be covered in different projects.

- 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 No 4 of the Regulations 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.
- 8.1.3. The Contracting authority may require joint and several liabilities for the execution of the Contract between the tenderer and a person on whose capabilities the Tenderer is relying.
- 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(1) to 7.1(8) and 7.1.(12) to 7.1.(13) of the Regulations, 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) Working 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 open competition.

## **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 No 5 of the Regulations.
- 9.2. The Contracting authority shall evaluate the subcontractor, whose share of work is equal to or exceeds 10% of the Contract price, of the Tenderer to whom the rights to conclude the Contract should be assigned. In case such subcontractor will comply with any of the exclusion grounds which are mentioned in Section 7.1(2) to 7.1(8) and 7.1.(12) to 7.1.(13) of the Regulations, the Contracting authority shall request the Tenderer to change such subcontractor. If the Tenderer shall not submit documents about another subcontractor which complies with the selection criteria within 10 (ten) Working 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 open competition.

## **10. PROPOSAL (BID) SECURITY**

- 10.1. The Tenderer shall submit a proposal (bid) security in the amount of **5 000,00 EUR** (five thousand euros) (hereinafter – Security) which should be valid until the conclusion of the contract but not less than 3 (three) months from the day of opening of the Proposal.
- 10.2. The Security may be:
  - 10.2.1. A bank guarantee;
  - 10.2.2. An insurance policy.
- 10.3. The bank guarantee must comply with the following requirements:
  - 10.3.1. The guarantor must pledge to pay the Contracting authority the sum of the Security in cases stipulated in Section 10.7 of the Regulations.
  - 10.3.2. The guarantee must be in force and effective for the term stipulated in Section 10.6 of the Regulations;
  - 10.3.3. The guarantee must be irrevocable;
  - 10.3.4. The Contracting authority shall not be obliged to demand the Security from the Tenderer prior to submitting the request to the guarantor;
  - 10.3.5. The Uniform Rules for Demand Guaranties, ICC Publication No.758, issued by the International Chamber of Commerce (ICC), are applicable to the guarantee, but in matters which are not

regulated by the aforementioned International Chamber of Commerce (ICC) Rules, the regulatory enactments of the Republic of Latvia are applicable to the guarantee. Claims and disputes in relation to this guarantee shall be examined in the court of the Republic of Latvia, in accordance with the laws of the Republic of Latvia.

- 10.4. The insurance policy must comply with the following requirements:
  - 10.4.1. The insurer must pledge to pay the Company the sum of the Security in cases stipulated in Section 10.7.
  - 10.4.2. The insurance policy must be in force for the term stipulated in Section 10.6 and be subject to realization from the opening of the Proposal, that is, the insurance premium must be paid by the moment of submitting the Proposal, which is proved by a payment certificate enclosed to the Proposal;
  - 10.4.3. The insurance policy must pledge to pay the Contracting authority the sum of the Security in cases stipulated in Section 10.7 of the Regulations.
  - 10.4.4. The insurance policy must be irrevocable;
  - 10.4.5. The Contracting authority shall not be obliged to demand the Security from the Tenderer prior to submitting the request to the insurer;
  - 10.4.6. Claims and disputes in relation to this insurance policy shall be examined in the court of the Republic of Latvia in accordance with the laws of the Republic of Latvia.
- 10.5. If the Tenderer is a partnership, then the Security must be formalized in such a way that it applies to all the members of the Tenderer (the name of the Tenderer in the Security must be the same as the name of the Tenderer in the proposal).
- 10.6. The Security shall be in force for the shortest of the terms listed below:
  - 10.6.1. the term of validity of the Security stipulated in Section 10.1 of the Regulations;
  - 10.6.2. until the Contract is concluded.
- 10.7. Upon the first request of the Contracting authority the Security giver shall pay the sum of the Security to the Contracting authority, if at least:
  - 10.7.1. the Tenderer revokes its Proposal while the Security is in force,
  - 10.7.2. the Tenderer, whose Proposal is selected in accordance with the contract award criteria, does not sign the Contract in the term stipulated by the Contracting authority.
- 10.8. Proposal (bid) Security document shall be submitted together with the Proposal (in E-Tenders system) as electronical document signed using E-Tenders system electronic signature.
  - 10.8.1. If the Tenderer fails to submit legally binding original of the Security document according to these regulations, the procurement commission excludes the Tenderer from participation in the open competition.

## **11. FINANCIAL PROPOSAL**

- 11.1. The Financial proposal shall be submitted as part of Annex No 1 and Annex No 2 of the Regulations.
- 11.2. The proposed contract price shall be determined in *euro* without value added tax (hereinafter – VAT).
- 11.3. The estimated contract value is 300 000,00 (three hundred thousand *euros*) excl. VAT.
- 11.4. 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.
- 11.5. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the specific work that can be reasonably estimated, except VAT, including but not limited to:
  - 11.5.1. visits to the Contracting authority (cost of business trips and time of consultants),
  - 11.5.2. field research,

- 11.5.3. purchase of external materials and researches,
- 11.5.4. purchase of external experts if applicable.
- 11.6. Contract price (lump-sum contract will be signed with the winner of this tender) will be fixed for all the term of the fulfilment of the Contract and will not be recalculated, except in cases stipulated in the Contract (if any).
- 11.7. Travel expenses will not be paid additionally, they must be calculated and included in other costs and into total proposed contract price. Contractor shall calculate travel expenses for not less than 30 (thirty) person-trips consisting of 2 (two) days per trip (60 (sixty) working days in total) as well as 6 (six) person-trips consisting of 1 (one) day per trip (6 (six) working days in total), consider all related expenses and include them in the contract price.

## 12. TECHNICAL PROPOSAL

- 12.1. Tenderer shall submit technical proposal containing the description of the following aspects<sup>12</sup>:
- 12.1.1. **Study implementation methodology** (not more than 20 (twenty) pages), covering:
  - 12.1.1.1. Tenderer's understanding of the objectives and scope of the study, requirements and conditions put forth by the Contracting authority;
  - 12.1.1.2. The method, how Tenderer is planning to achieve a comprehensive execution of the contract and deliver works required under each work package;
- 12.1.2. **Deadlines and Timing** (not more than 3 (three) pages), covering:
  - 12.1.2.1. List of all activities necessary to achieve study timeline and ensure high-quality service in the period of time which is 6 (six) months (26 (twenty-six) calendar weeks).
  - 12.1.2.2. Tenderer's timeline and deadlines of all activities necessary to achieve results according to Annex No 3, Section 4 "Deliverables and Deadlines" of the Regulations.
- 12.1.3. **Experience of CCS key experts**, covering specific experience of the proposed CCS key-experts which is significant for the study, according to Annex No 8.

## 13. CONTENTS AND FORM OF THE PROPOSAL

- 13.1. Proposal must be submitted electronically in E-Tenders subsystem of the Electronic Procurement System, in accordance with the following options for the tenderer:
  - 13.1.1. by using the available tools of E-Tender subsystem, filling the attached forms of the E-Tender subsystem for this procurement procedure;
  - 13.1.2. by preparing and filling the necessary electronic documents outside the E-Tenders subsystem and attaching them to relevant requirements (in this situation, the tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples);
  - 13.1.3. by encrypting electronically prepared proposal outside subsystem of E-Tenders with data protection tools, provided by third parties, and protection with electronic key and password (in this situation, the tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples as well as ensuring capability to open and read the document);
- 13.2. During preparation of the proposal, the tenderer respects:
  - 13.2.1. Application form and financial proposal must be filled separately, each in a separate electronic document, in line with forms attached to procurement process of E-Tenders subsystem in a

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<sup>12</sup> Technical proposal shall not be formed on the rewritten requirements from the Technical specification, but shall provide the dear Tenderer's approach to fulfill the requirements of Technical specification and contract conditions.



Microsoft Office 2010 (or later) format and attached to the designated part of the procurement procedure;

- 13.2.2. Upon submission, the tenderer signs the proposal with secure electronic signature and time-stamp or with electronic signature provided by Electronic Procurement System. The tenderer can use secure electronic signature and time-stamp and sign Application form, Technical proposal and Financial proposal separately. Proposal (its parts, if signed separately) are signed by authorized person, including authorization document (e.g. power of attorney).
- 13.3. The documents shall be included in the proposal in the following order (hereinafter – **Proposal**):
  - 13.3.1. Separately from other documents: the original document of the Security (according to Section 10.8 of the Regulations).
  - 13.3.2. Title page with title "Proposal for the open competition "Rail Baltica control-command and signalling (CCS) subsystems procurement and deployment strategy" No RBR 2019/6, name, address and contact information of the Tenderer;
  - 13.3.3. The table of contents with page numeration.
  - 13.3.4. Application (financial proposal) in accordance with Section 11 and Annex No 1 of the Regulations.
  - 13.3.5. Detailed financial proposal in accordance with Section 11 and Annex No 2 of the Regulations.
  - 13.3.6. Information and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers (Section 7.1 to 7.5 of the Regulations), or the corresponding European single procurement documents.
  - 13.3.7. Information and documents relating to entities on whose capabilities the Tenderer is relying, or the corresponding European single procurement documents.
  - 13.3.8. Information and documents relating to subcontractors and/or or the corresponding European single procurement documents.
  - 13.3.9. Technical proposal prepared in accordance with Section 12 of the Regulations.
- 13.4. 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.
- 13.5. The Tenderer may submit a Proposal only for the whole subject matter of the open competition in total.
- 13.6. The Proposal must be submitted in written form in English or Latvian (if submitted in Latvian, translation in English of the Proposal must be submitted).
- 13.7. 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.
- 13.8. The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in this open competition procedure.
- 13.9. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier>.
- 13.10. The Proposal shall be valid for at least 3 (three) months from the day of opening (deadline for submission) of the Proposal.

#### **14. ENCRYPTION OF THE PROPOSAL INFORMATION**

- 14.1. E-Tender system which is subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the proposal documents.
- 14.2. If the Tenderer applied additional encryption to the information in the proposal (according to Section 14.1), Tender has to provide Procurement Commission with electronic key with the



password to unlock the information not later than in 15 (fifteen) minutes after deadline of the proposal submission.

## **15. SUBMISSION OF A PROPOSAL**

- 15.1. Proposal (documents referred to in the Section13 of the Regulations) shall be submitted electronically using the tools offered by the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier> by **16 July till 15:00**.
- 15.2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals by using the tools offered by E-Tenders system.
- 15.3. Only Proposals submitted to the E-Tenders system will be accepted and evaluated for participation in the procurement procedure. Any Proposal submitted outside the E-Tenders system will be declared as submitted in a non-compliant manner and will not participate in the procurement procedure.

## **16. OPENING OF PROPOSALS**

- 16.1. The Proposals will be opened in the E-Tenders system by **16 July till 15:00** o'clock during the open meeting. It is possible to follow the opening of submitted proposals online in the E-Tenders system.
- 16.2. The Proposals are opened by using the tools offered by E-Tenders system, the proposed price and other information that characterizes the Proposal (excluding confidential information) shall be published in E-Tenders system, as well as notice of the presence of documents proving the Security.
- 16.3. The information regarding the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal is generated at the opening of the proposals by E-Tenders system and written down in the Proposal opening sheet, which shall be published in E-Tenders system and Contracting authorities web page.

## **17. VERIFICATION OF PROPOSAL**

- 17.1. Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in Section 13 of the Regulations and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.
- 17.2. The Procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in Section 12 of the Regulations 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 No 1 "Application" and Annex No 2 "Detailed financial proposal" of the Regulations in accordance with the requirements.
- 18.2. The procurement commission verifies whether there are any arithmetical errors, whether an abnormally low 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 Proposal has been submitted.
- 18.6. The procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low 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:

Evaluation criteria:		Points:
19.2.1.	<b>The Quality of technical proposal, which consists from:</b>	<b>50</b>
<b>A</b>	<b>Quality of methodology</b> , which will be evaluated in accordance with Section 19.5 of the Regulations.	25
<b>B</b>	<b>Experience of CCS key experts</b> , which will be evaluated in accordance with Section 19.5 of the Regulations.	25
19.2.2.	<b>Financial proposal</b> , which will be evaluated in accordance with Section 19.6 of the Regulations.	<b>50</b>
	<b>Total</b>	<b>100</b>

- 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 receives 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. If also this score will be equal, then the procurement commission shall award the right to conclude the contract to the Tenderer which submitted its Proposal first.
- 19.5. **Evaluation of the quality of the Technical proposal**
- 19.5.1. Quality of the Technical proposal will be evaluated by comparing the Technical proposals according to the following criteria:

No	Criteria	Points
<b>A: Quality of methodology</b>		
<b>a.1</b>	<b>Outstanding<sup>13</sup> level of detail</b>  Study implementation methodology is structured, defined and justified on exceptional level. How the contracting requirements, expectations of the results and the aim of the procurement given in the Technical specification are aimed to be realized is shown with the high level of detail. There are no inconsistencies between different parts of the methodology. The Tenderer has produced (above and beyond what has been produced in the Technical specification) a very detailed, reasoned, extended description of the thoughts, plans 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 structure of the Study.	<b>25</b>

<sup>13</sup> **Outstanding** here and elsewhere means a detailed and well-structured description comprising features which exceeds 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.

No	Criteria	Points
	<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 very detailed vision about the way and means of provision of these services and an outstanding description of the specific tasks of deliverables.</p> <p>Tenderer has proposed to include expertise in the context of Tenderer's experience from similar projects by indicating alternative methods or examples (based on Tenderer's similar exercises) to achieve Study's objectives and key factors for the selection of the most appropriate method.</p>	
a.2	<p><b>Good<sup>14</sup> level of detail</b></p> <p>A clearly structured, defined and justified study implementation methodology is presented. How the contracting requirements, expectations of the results and the aim of the procurement given in the Technical specification are aimed to be realized is clearly shown. There are no inconsistencies between different parts of the methodology.</p> <p>The Tenderer has produced (above and beyond what has been produced in the Technical specification) an 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 study. The technical proposal details the engagement of experts (including non-key experts, if any) and justifies their role in the implementation of the Study.</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 reasonable vision about the way and means of provision of these services and clear description of the specific tasks of deliverables.</p>	20
a.3	<p><b>Satisfactory<sup>15</sup> level of detail</b></p> <p>A structured, defined and justified study implementation methodology is presented. An understanding is provided on how the procurement requirements, expectations of the results and the aim of the procurement given in the Technical specification are aimed to be realized, but minor shortcomings are found in the description's level of detail and minor inconsistencies exist between different parts of the description.</p> <p>The Tenderer has produced (above and beyond what has been produced in the Technical specification) a partly extended description of the 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 structure of the Study.</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.</p>	14
a.4	<p><b>Poor<sup>16</sup> level of detail</b></p>	7

<sup>14</sup> **Good** here and elsewhere means a detailed and well-structured description comprising features which fully meets the required quality and performance set out in the Technical specification.

<sup>15</sup> **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.

<sup>16</sup> **Poor** here and elsewhere means a description, which partly meets the required quality and performance set out in the Technical specification but with some significant issues negatively deviating from the Technical specification and limited analysis or substantiation including by taking into account the particular tasks of this particular project.

No	Criteria	Points
	<p>A structured, defined and justified study implementation methodology is presented, however gaps are clearly present. An understanding is provided on how the procurement requirements, expectations of the results and the aim of the procurement given in the Technical specification are aimed to be realized, but shortcomings are found in the description's level of detail and inconsistencies exist between different parts of the description.</p> <p>The Tenderer has produced a general description of the 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 structure of the Study.</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 description of the specific tasks of deliverables.</p>	
a.5	<p><b>Insufficient<sup>17</sup> level of detail</b></p> <p>The Tenderer has failed to propose study implementation methodology in a clear and justified manner.</p> <p>To satisfy the criterion under assessment a poorly structured, defined and justified description is presented. The proposed study implementation methodology consists of unanswered or significantly inadequate and incomplete solutions to the required specific tasks. Aspects named in the Technical specification are not covered, and the solutions offered are consistently inadequately described, the description of provision of services does not provide an understanding on the way and means of provision of these services or is not realistic. Clear inconsistencies exist between different parts of the Technical proposal.</p>	0
<b>B: Experience of CCS key experts</b>		
	<p><b>The Tenderer shall list reference project or projects to show specific project experience gained within previous 10 (ten) years by proposed CCS key experts according to Annex No 8 of the Regulations.</b></p> <p><b>For the present criteria, the contract value of single reference project or several reference projects together listed under specific project experience shall be not less than 500 000,00 EUR (five hundred thousand euros).</b></p> <p><b>For fulfilment of requirements for each specific project experience the Tenderer receives 5 points. Also, in case both CCS key experts has experience related to the same criteria, Tenderer receives 5 points. The highest possible number of points is 25.</b></p>	25
b.1	Senior CCS expert in CCS-project based on the EULYNX specifications or preceding standardized CCS-architectures, e.g. NeuPro.	5
b.2	CCS expert in activities or projects of ERTMS Users Group or Shift2Rail.	5
b.3	Lead CCS expert in a greenfield CCS-project <sup>18</sup> .	5
b.4	Lead CCS expert in a cross-border CCS-project.	5

<sup>17</sup> **Insufficient** here and elsewhere means a description, which does not meet 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.

<sup>18</sup> CCS-Solution for a greenfield project is not limited with existing CCS-infrastructure and systems.

No	Criteria	Points
<b>b.5</b>	Lead CCS expert in the development of technical specifications, design and commissioning of innovative solutions for CCS-subsystems.	5

- 19.5.2. The procurement commission shall obtain the final 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 particular Technical proposal for the purposes of Section 19.3. of the Regulations.

**19.6. Evaluation of the Financial proposal**

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

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

$$points = \frac{\text{lowest proposed price from the compliant proposals}}{\text{Tenderer's proposed price}} \times 50$$

**20. TENDERER 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), persons on whose capabilities the Tenderer is relying and subcontractors whose share of work is equal to or exceeds 10% of the Contract value.

- 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), a subcontractor whose share of work is equal to or exceeds 10% of the Contract price 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 open competition.

- 20.4. Change of persons upon whose capabilities the Tenderer is relying or subcontractors whose share of work is equal to or exceeds 10% of the Contract price is performed in accordance with Sections 8.2 and 9.2 of the Regulations respectively.

- 20.5. In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 7.1 and has indicated this in the Proposal, upon request by the procurement commission it submits an explanation about the implemented measures in order to restore reliability and prevent occurrences of the same or similar violations in future, as well as attaches evidence which proves the implemented measures, such as but not limited to evidence about compensating damages, on cooperation with investigating authorities, implemented technical, organisational or personnel measures, an assessment of a competent authority regarding the sufficiency of the implemented measures etc. The procurement commission assesses such information. If the procurement commission deems the measures taken to be sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the open competition. If the measures taken are insufficient, the procurement commission makes the decision to exclude the Tenderer from further participation in the open competition procedure. If the Tenderer, within the indicated time, does not submit the requested information, the procurement commission excludes the Tenderer from participation in the open competition.



- 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 of the Regulations. The Tenderer whose Proposal shall receive the highest score shall be selected.
- 21.2. Within 3 (three) Working Days from the date of decision about the open competition 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;
- 21.2.3. the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.
- 21.3. If only 1 (one) Tenderer complies with all the Tenderer selection requirements, the procurement commission prepares and includes in the open competition procedure report a justification of the fact that the set requirements for tenderer selection are objective and commensurate. If the procurement commission cannot justify that the set requirements for tenderer selection are objective and commensurate, it makes the decision to terminate the public procurement procedure.
- 21.4. If the public procurement procedure is terminated, the procurement commission within 3 (three) Working Days simultaneously informs all Tenderers about all the reasons because of which the open competition 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 Procurement Monitoring Bureau.
- 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 competition would be violated.
- 21.6. As soon as possible, but not later than within 5 (five) Working Days from day when the decision about the results of the open competition is taken, the procurement commission prepares a report on the open competition procedure and publishes it on the E-procurement system's webpage <https://www.eis.gov.lv/EKEIS/Supplier> and on Contracting Authority's webpage <http://www.railbaltica.org/tenders/>.
- 21.7. **The selected Tenderer upon receiving the notification from procurement commission must:**
- 21.7.1. within 5 (five) Working Days submit cooperation or partnership agreement if required pursuant to requirements under Section 6.1.2 of the Regulations.
- 21.7.2. within 10 (ten) days from receiving the invitation to sign the Contract, submit a copy of a valid Professional risk indemnity insurance with limit of liability of at least 600 000,00 EUR (six hundred thousand *euros*) per claim and in the aggregate for the policy period covering all experts mentioned in Proposal with extended reporting period 5 (five) years and sign the Contract.
- 21.8. The Contract is concluded on the basis of the Tenderer's Proposal and in accordance with Annex No 9 of the Regulations.
- 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 contract 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 contractor does not inform of the founding of a partnership company;
- 21.9.2. does not submit a copy of valid Professional risk indemnity insurance defined in the Regulation within the deadlines specified therein;
- 21.9.3. refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulation.

- 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 open competition 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 open competition without selecting any Proposal.

## **22. ANNEXES:**

1. Application form on 2 (two) pages;
2. Detailed financial proposal form on 2 (two) pages;
3. Technical Specification on 24 (twenty-four) pages;
4. Table "Entities on whose capabilities the Tenderer relies" on 1 (one) page;
5. Table "Subcontractors" on 1 (one) page;
6. Table "Confirmation of Tenderers Financial and Economic standing" on 1 (one) page;
7. Table "Experience of Tenderer" on 2 (two) pages;
8. Table "Experience of Key expert" on 11 (eleven) pages;
9. Draft Contract on 36 (thirty-six) pages.

## ANNEX NO 1: APPLICATION

[form of the Tenderer's company]

2019.\_\_\_\_.\_\_\_\_

No \_\_\_\_\_

### APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION "RAIL BALTICA CONTROL-COMMAND AND SIGNALLING (CCS) SUBSYSTEMS PROCUREMENT AND DEPLOYMENT STRATEGY", ID NO RBR 2019/6

---

Name of the Tenderer or members of the partnership

---

Registration number of the Tenderer or members of the partnership

---

VAT payer registration number

---

Legal address

---

Actual address

---

Bank

---

Bank account (IBAN)

---

Bank code (SWIFT)

---

telephone number

e-mail

---

contact person: name, surname, position

- 
1. Confirms participation in the open competition "Rail Baltica control-command and signalling (CCS) subsystems procurement and deployment strategy" No RBR 2019/6.
  2. Proposes to deliver services in accordance with the Technical specification and this Proposal for the following price (excluding VAT):

\_\_\_\_\_



3. (If applicable): Informs that the following persons comply with the following exclusion grounds:

Name of the entity (person)	Exclusion ground and brief description of the violation
[●]	
[●]	
[●]	

4. 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.
5. Confirms the period of validity of its Proposal for 3 (three) months from the day of opening of the Proposal.
6. Guarantees that all information and documents provided are true.
7. **We meet the criteria of (*please mark*):**

☐ a small      ☐ medium      ☐ other

sized enterprise<sup>19</sup> as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.<sup>20</sup>

\_\_\_\_\_  
Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

Information about representation rights: [reference to Statutes, attorney of law etc.]

<sup>19</sup> The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal.

<sup>20</sup> 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](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: DETAILED FINANCIAL PROPOSAL

### For the open competition

#### "Rail Baltica control-command and signalling (CCS) subsystems procurement and deployment strategy" (Identification No RBR 2019/6)

No	Position	Name	Hourly rate (excl. Vat), EUR	No of hours	Total fee (excl. VAT), EUR
<b>Inception report</b>					
Proposed key experts:					
1	<b>Team lead, key expert CCS</b>				
2	Key expert Telecom				
3	Key expert Power supply				
4	Second expert CCS				
5	Economist/ market research specialist				
Other experts (indicate all other experts which will be involved in the execution of the Contract, if any)					
6	Supporting engineer				
...					
<b>First interim report</b>					
Proposed key experts:					
1	<b>Team lead, key expert CCS</b>				
2	Key expert Telecom				
3	Key expert Power supply				
4	Second expert CCS				
5	Economist/ market research specialist				
Other experts (indicate all other experts which will be involved in the execution of the Contract, if any)					
6	Supporting engineer				
...					
<b>Second interim report</b>					
Proposed key experts:					
1	<b>Team lead, key expert CCS</b>				
2	Key expert Telecom				
3	Key expert Power supply				
4	Second expert CCS				
5	Economist/ market research specialist				
Other experts (indicate all other experts which will be involved in the execution of the Contract, if any)					
6	Supporting engineer				
...					
<b>Draft Final Report</b>					
Proposed key experts:					
1	<b>Team lead, key expert CCS</b>				
2	Key expert Telecom				
3	Key expert Power supply				
4	Second expert CCS				
5	Economist/ market research specialist				
Other experts (indicate all other experts which will be involved in the execution of the Contract, if any)					
6	Supporting engineer				
...					
<b>Final report</b>					

No	Position	Name	Hourly rate (excl. Vat), EUR	No of hours	Total fee (excl. VAT), EUR
Proposed key experts:					
1	Team lead, key expert CCS				
2	Key expert Telecom				
3	Key expert Power supply				
4	Second expert CCS				
5	Economist/ market research specialist				
Other experts (indicate all other experts which will be involved in the execution of the Contract, if any)					
6	Supporting engineer				
...					
Travel costs: [Note: Travel expenses will not be paid additionally, they must be calculated and included in other costs. Contractor shall calculate travel expenses for 30 person-trips consisting of 2 days per trip (60 working days in total) during the delivery of the study as well as 6 person-trips consisting of 1 day per trip (6 working days in total) after delivery of the study and consider all related expenses.]					
	Expenses	Quantity of travels in working days	Cost for one travel	Travel costs in total (excl. VAT), EUR	
1	Travel during delivery of the Study	60			
2	Meetings, Forums, Discussions	6			
Total price of the contract (excl. VAT __%)					
VAT __%					
Total price of the contract including VAT __%					

On the basis of the calculation above we hereby propose to perform the Services in accordance with the Technical Specification and the Contract for the contract price:

Proposed contract price (excl. VAT), EUR	VAT, %	VAT, EUR	Total proposed contract price EUR (including VAT)

We confirm that this Financial Proposal includes all fees and costs related to the performance of the Services in accordance with the Technical Specification and the Contract. We confirm that fees and costs which are not indicated separately are included in one or another of the indicated fees and costs.

\_\_\_\_\_  
Date: [date of signing]  
Name: [name of the representative of the Tenderer]  
Position: [position of the representative of the Tenderer]

## **ANNEX NO 3: TECHNICAL SPECIFICATION**

### **TECHNICAL SPECIFICATION**

#### **FOR OPEN COMPETITION**

**“Rail Baltica control-command and signalling (CCS) subsystems procurement and deployment strategy”**



**Co-financed by the European Union**  
Connecting Europe Facility

Riga, 2019

## TABLE OF CONTENTS

<b>1. General .....</b>	<b>34</b>
1.1. Introduction.....	34
1.2. CCS-subsystems procurement.....	35
1.3. Abbreviations and terms.....	36
1.4. Reference material .....	38
<b>2. Study framework .....</b>	<b>39</b>
2.1. Study's objectives.....	39
2.2. Study implementation area.....	39
<b>3. Scope of services .....</b>	<b>40</b>
3.1. General .....	40
3.2. WP 1: Initial Framework analysis.....	42
3.3. WP 2 Analysis of technologies and products.....	43
3.4. WP 3: Strategy elaboration .....	47
<b>4. Deliverables and deadlines .....</b>	<b>50</b>
<b>5. Service contract management .....</b>	<b>52</b>
5.1. Contractor's obligations .....	52
5.2. Provision of services .....	53
5.3. Contractor's team.....	54
5.4. Confidentiality, independence and absence of conflict of interest.....	55
5.5. Miscellaneous.....	55

## 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. 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.

The ambitions of the Rail Baltica Global project (Global Project) are:

- to become a powerful catalyst for sustainable economic growth in the Baltic States;
- to set a new standard of passenger and freight mobility;
- to ensure a new economic corridor will emerge;
- sustainable employment and educational opportunities;
- an environmentally sustainable infrastructure;
- new opportunities for multimodal freight logistics development;
- new intermodal transport solutions for passengers;
- safety and performance improvements;
- a new value platform for digitalization and innovation;
- completion of Baltic integration in the European Union transport ecosystem.

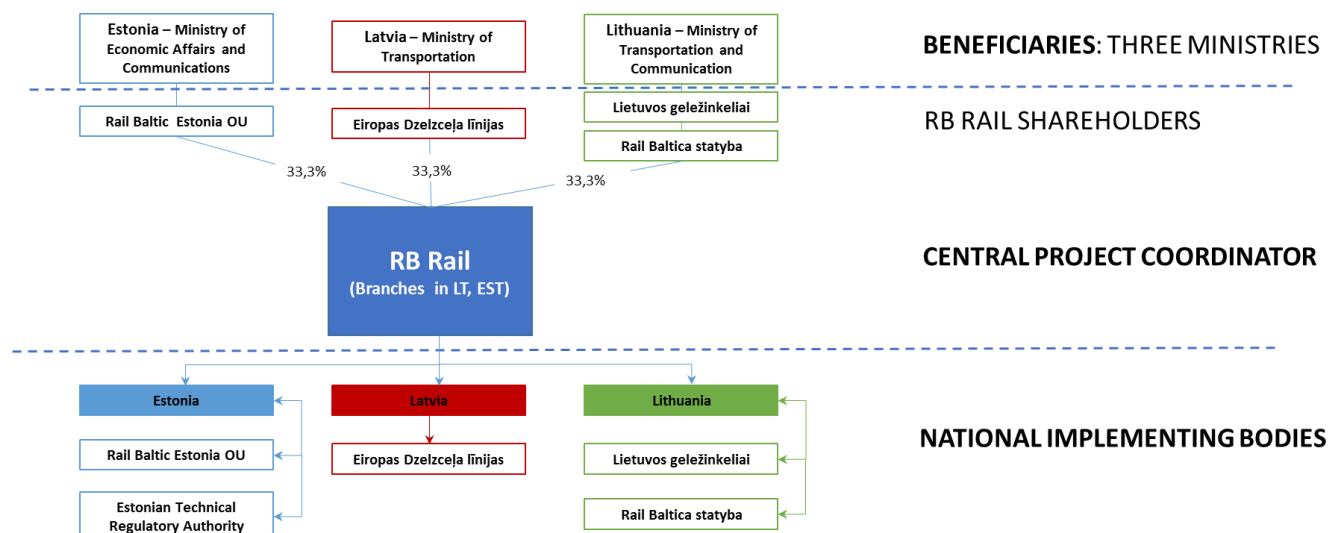
Rail Baltica is already designed to become a part of the EU TEN-T North Sea – Baltic Core Network Corridor, which links Europe's largest ports of Rotterdam, Hamburg and Antwerp – through the Netherlands, Belgium, Germany and Poland – with the three Baltic States, further connecting to Finland via the 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, especially in light of the lucrative prospects of the alternative Northern Circle maritime route development between Europe and Asia. 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 249 km/h, design speed on side tracks minimum 100 km/h;
- axle load 25 t;
- distance between track centres 4.50 m on the main tracks;
- distance between two sided passing loops approximately 50 km and crossovers approximately 25 km but staged according to a train traffic forecast;

- all pedestrian, road and 1520mm 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;
- station track length of 1050m;
- 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;

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. The third application is also successful, grant agreement is being finalized.

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), Riga International Airport (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.

The expected core outcome of the Rail Baltica project is a European gauge (1435mm) double-track railway line of about 870 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. CCS-subsystems procurement

Through the Contracting Scheme agreement reached by Rail Baltica Global Project direct stakeholders it was decided to purchase the Control, Command and Signalling (CCS) subsystem (including ERTMS) for Rail Baltica Global Project through the consolidated procurement model through the joint venture RB Rail AS (i.e. on behalf of and for the needs of the entire Global Project). This shall maximise the economic efficiency with cost savings driven by the potential economies of scale, ensure full and optimum

interoperability, quality control and efficient supervision and put in place the best practise procurement model. This shall also allow to reach highest standard regarding the environmental impact of the CCS-subsystems.

### 1.3. Abbreviations and terms

#### Administrative

<b>Contracting authority, RB Rail AS,</b>	A joint venture established by the Republics of Estonia (EE), Latvia (LV) and Lithuania (LT), via 100% state-owned special purpose vehicles, to design, construct and market a new fast-conventional standard gauge double track railway line on the North Sea – Baltic TEN-T Core Network Corridor linking three Baltic states with Poland and the rest of the EU.
<b>CD</b>	<i>Commencement Date</i> of the Contract
<b>Consolidated procurement</b>	A procurement conducted jointly by several contracting authorities in the meaning of Article 39(4) of the Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 On Public Procurement and Repealing Directive 2004/18/EC and several contracting entities in the meaning of Article 57(4) of the Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 On Procurement by Entities Operating in the Water, Energy, Transport and Postal Services Sectors and Repealing Directive 2004/17/EC.
<b>Consulting services</b>	all necessary activities being and to be implemented by the Contractor as required in the Contract.
<b>Contract</b>	Signed agreement between Contracting authority and Contractor to prepare Study through the provision of Consulting services defined in this agreement.
<b>Contracting Scheme</b>	Agreement on the Contracting Scheme for the Rail Baltic / Rail Baltica reached between beneficiaries and implementing bodies of the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania with the aim to maximise the economic efficiency via consolidation of procurements with potential economies of scale, ensure full and optimum interoperability, quality control and efficient supervision and put in place the best practise procurement model to ensure transparency and minimise corruption risks by putting a single organization, the joint venture RB Rail AS, in charge of purchasing those elements of the Rail Baltic / Rail Baltica railway infrastructure, and associated studies, plans and designs, which are either for common benefit or which are crucial to the entire Rail Baltic / Rail Baltica railway infrastructure.
<b>Contractor</b>	Service provider awarded with a Contract to conduct Study.
<b>CCS-subsystems procurement and deployment strategy</b>	Practical implementation of the strategic decision to purchase CCS-subsystems for Rail Baltica Global Project through the consolidated procurement procedure by preparation of comprehensive procurement and deployment strategy based on technical pre-study, a thorough market and supplier assessment, with a particular emphasis on ensuring optimum interoperability in these critical areas.
<b>Design guidelines</b>	Set of predefined and standardized technically and economically justified engineering and design solutions for Rail Baltica Railway



	infrastructure to be applied at design, construction and operation phases.
<b>EU</b>	<i>European Union.</i>
<b>National<sup>21</sup> studies</b>	Detailed engineering and feasibility studies on implementation of Rail Baltica in each of the three Baltic states, covering EIA, preliminary design, feasibility studies, spatial planning and similar activities.
<b>Rail Baltica Global Project</b>	Future railway line (for definition of key technical parameters, please see "Rail Baltica railway" below) eliminating missing links in the European railway network and establishing a fully-interoperable railway infrastructure on the route Warsaw – Kaunas – Riga – Tallinn – Helsinki, with branch line to Vilnius, 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.
<b>Rail Baltica railway</b>	a new fast conventional double track electrified European standard gauge (1435mm) railway line on the route from Tallinn through Pärnu-Riga-Panevėžys-Kaunas to Lithuanian-Polish border, with the connection of Kaunas - Vilnius;
<b>Railway infrastructure</b>	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.
<b>Technical specifications</b>	The present document forming a part of Service procurement regulations and Contract following the procurement procedures;
<b>Service specific, technical</b>	
<b>ATO</b>	Automatic Train Operation
<b>CAPEX</b>	<i>Capital expenditures</i>
<b>CCS</b>	<i>Control-Command and Signalling</i> , as defined in the Commission Regulation (EU) 2016/919 of 27 May 2016 on the technical specification for interoperability.
<b>CSM-RA</b>	Common safety method (CSM) for risk evaluation and assessment
<b>ENE</b>	<i>Energy</i> as defined in Commission Regulation (EU) No 1301/2014 of 18 November 2014 on the technical specifications for interoperability.
<b>ERTMS</b>	<i>European Railway Traffic Management System</i>
<b>ETCS</b>	<i>European Train Control System</i>
<b>EULYNX</b>	European initiative by 12 Infrastructure Managers to standardise interfaces and elements of the signalling systems
<b>FRMCS</b>	<i>Future Railway Mobile Communication System</i>
<b>GoA</b>	<i>Grade of Automation</i>

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<sup>21</sup> Terms *national* or *local* cover each Baltic state, if not stated otherwise.

<b>GSM-R</b>	<i>Global System for Mobile Communications – Railway</i>
<b>KMC</b>	<i>Key Management Centre</i>
<b>LCC</b>	<i>Life-cycle cost</i>
<b>MTTR</b>	<i>Mean Time to Repair</i>
<b>OPEX</b>	<i>Operating expenditures</i>
<b>PIS</b>	<i>Public Information System</i>
<b>PKI</b>	<i>Public Key Infrastructure</i>
<b>QoS</b>	<i>Quality of Service</i>
<b>RBC</b>	<i>Radio Block Centre</i>
<b>RAMS</b>	<i>Reliability, Availability, Maintainability and Safety</i>
<b>Study</b>	result of consulting services, provided by the Contractor, necessary to elaborate CCS-subsystems procurement and deployment strategy by carrying out the tasks required in the Contract.
<b>Study programme</b>	Study programme, proposed by the Contractor and approved by the Contracting authority, shall include graphical representation of main Study's milestones and summarised textual description of the services to be provided as required in Technical specification.
<b>TMS</b>	<i>Traffic Management System</i>
<b>TSI</b>	<i>Technical Specifications for Interoperability.</i>
<b>TWG</b>	<i>Technical work group</i> , group of internal experts, experts from stakeholders and involved parties nominated by the Contracting authority.
<b>WP</b>	<i>Work package</i> , a defined part of Contractor's activities, to be carried out under the Contract's requirements.

#### 1.4. Reference material

- 1.4.1. Within the framework of the Contract the Contractor shall consider the following non-exhaustive list of documents, studies, study projects, spatial development planning documents and any other documents required for service provision as well as online internet sources:

Ref.	Title of document, date of issuance, web link <sup>22</sup>
a)	Rail Baltica Global Project Cost-Benefit Analysis, 2017 <a href="http://railbaltica.org/cost-benefit-analysis/">http://railbaltica.org/cost-benefit-analysis/</a>
b)	Design guidelines for Rail Baltica railway, in force version (relevant parts shall be provided during Study implementation), presentation slides: <a href="http://www.railbaltica.org/wp-content/uploads/2018/04/Elodie_Faivre_RBGF2018_Day2.pdf">http://www.railbaltica.org/wp-content/uploads/2018/04/Elodie_Faivre_RBGF2018_Day2.pdf</a> ; presentation video: <a href="https://www.youtube.com/watch?v=5qEIXQWhNZQ&amp;t=1s">https://www.youtube.com/watch?v=5qEIXQWhNZQ&amp;t=1s</a>
c)	Operational plan for the railway, 2019 <a href="http://www.railbaltica.org/about-rail-baltica/documentation">http://www.railbaltica.org/about-rail-baltica/documentation</a>
d)	ERA Report REC-129 v 1.0 on Evolution of Railway Radio Communication: System Definition, 17 December 2018: <a href="#">Link to ERA webpage</a>

<sup>22</sup> Contracting authority shall not be responsible for the availability and content of the information available online (except for [www.railbaltica.org](http://www.railbaltica.org) website).

- 1.4.2. Reference material not available online will be made available to the Contractor after signature of the Contract.
- 1.4.3. Relevant studies, reports, position papers by the relevant European and international institutions (including the European Commission, European Parliament, EU Agency for Railways, UNIFE, UIC, Shift2Rail, ERTMS Users Group, etc).
- 1.4.4. The Contractor shall consider all other significant information and documents with either direct or indirect relation to the Study, or providing background information, as well as relevant legislation, applicable standards and TSIs.
- 1.4.5. The Contractor shall be responsible for the understanding (translation) of the reference material provided in local languages.

## **2. STUDY FRAMEWORK**

### **2.1. Study's objectives**

- 2.1.1. The objective of this Study is elaboration of the procurement and deployment strategy for the introduction of the generic state-of-the-art CCS-solution<sup>23</sup> for Rail Baltica line.
- 2.1.2. For this purpose, the Contractor shall progressively elaborate the reference CCS-solution, adjust level of its detail and requirements on subsystems, interfaces and functionality.
- 2.1.3. During the Study the Contractor shall consider and go beyond the current versions of Directives of Interoperability, Technical Specifications for Interoperability and other relevant documents of EU Agency for Railways (ERA), consider the latter ongoing and planned developments, to define the most adapted futureproof CCS-solution for Rail Baltica railway.
- 2.1.4. The Contractor shall elaborate procurement and deployment strategy for the entire CCS-project life cycle. This strategy shall consider and describe in detail all activities needed for introduction and commissioning of the recommended CCS-solution for putting the Rail Baltica line in operation. The CCS-solution lifetime shall be described in details, including lifetimes of different elements, planning of upgrade and renewal, and all associated cost and other relevant information's.

### **2.2. Study implementation area**

- 2.2.1. The procurement and deployment strategy shall be elaborated for introduction of the recommended CCS-solution for the Rail Baltica railway infrastructure within three Baltic States: Lithuania, Latvia, Estonia and interface from/to Poland.

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<sup>23</sup> Generic state-of-the-art CCS-solution shall not consider adjustments and country specific developments required for interfacing the Rail Baltica infrastructure with the existing 1520 mm gauge railway network. This will be in scope of the separate 1435mm/1520mm interaction feasibility study for specific cases in Kaunas, Vilnius, Muuga, etc.



Fig.1: Rail Baltica railway line

- 2.2.2. There are specific situations where the Rail Baltica railway infrastructure may have interactions with 1520 mm railway infrastructures, in particular in Vilnius and Kaunas station, as well as in Muuga freight terminal. The study of these situations *is not part of the scope of work* of the present study, and will be studied in a subsequent specific study.

### 3. SCOPE OF SERVICES

#### 3.1. General

- 3.1.1. The Contractor shall carry out the Study in work packages (WP) in three stages, as depicted in Fig.2:

**WP 1: Initial Framework Analysis** includes analysis of reference documents, similar scale CCS projects and standardisation activities for elaboration of the initial CCS-solution;

**WP 2: Analysis of technologies and products** covers state-of-the-art technologies and related aspects of standardisation, functionality, development and introduction.

**WP 3: Strategy elaboration** includes market analysis, elaboration of procurement strategy, finalisation of recommended CCS-solution and elaboration of detailed deployment strategy.

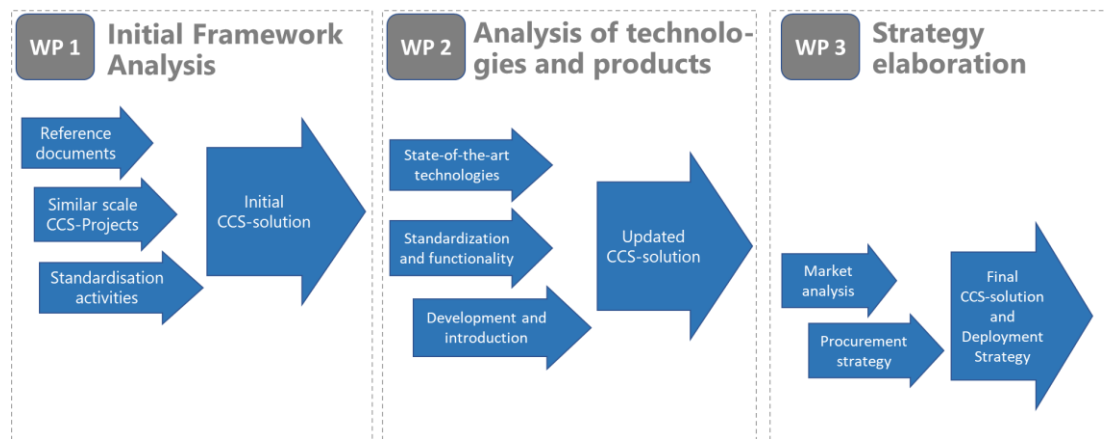


Fig.2: Overview of Work Packages and main Study activities

3.1.2. The reference CCS-solution is depicted schematically in Fig.3 and consists of following subsystems:

- ERTMS
- Interlocking
- Ancillary Systems
- Traffic Management System incl. ATO
- Related parts of transmission and communication systems and power supply systems

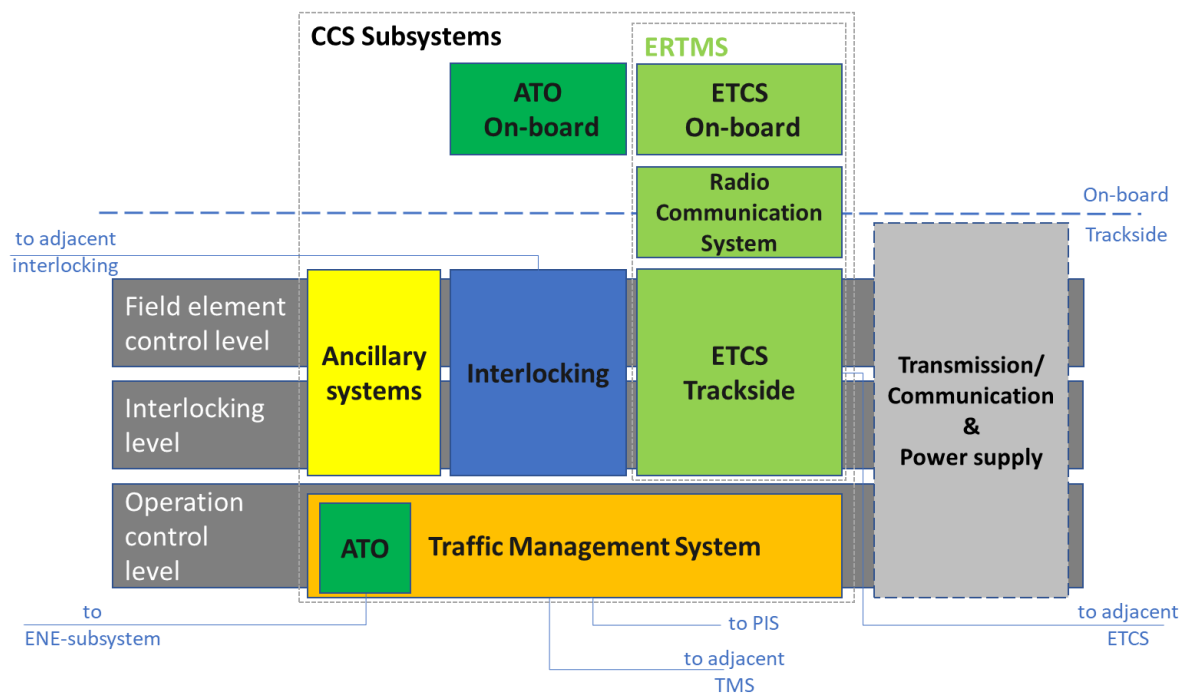


Fig.3: The reference CCS-solution

3.1.3. The final recommended CCS-solution shall be feasible from:

- Operational perspective: operational rules shall conform to requirements of Technical Specifications for Interoperability. Development and implementation of national specific operational rules and functionality, e.g. Rail Baltica project specific or national specific functionality shall be avoided. The Contractor shall consider and structure the required high-level functionality for regular, degraded and emergency operation modes.

- Life Cycle Cost perspective: The Contractor shall find optimum solutions through Life Cycle Cost analysis and considering both CAPEX and OPEX. Long term perspective and reduction of OPEX shall be considered as major targets; e.g. by means of avoiding track side signalling, minimising number and different types of track side equipment, implementation of standardised system components and architecture, deploying integrated approach on design of equipment locations, power supply and telecommunication attachments of all subsystems, etc.
- Technology perspective: The Contractor shall analyse timeline of development and standardisation of the most suitable state-of-the-art technologies, its impact on subsystems, interfaces and functionality of the recommended CCS-solution and elaborate approach on its introduction and life cycle management, e.g. consider generic solutions, modular design and standardised interfaces of equipment to facilitate technology migration to the next generation and plug & play functionality.
- Environmental impact perspective: The Contractor shall propose available means to minimise the overall railway operation environmental impact, during the whole life cycle of the entire CCS-solution, considering design, construction, operation, maintenance and decommissioning phases. In addition, possible measures to mitigate climate change impacts and to adapt to climate changes shall be investigated, by proposing functionalities, innovations or operating mode allowing to reduce environmental impact.

3.1.4. For benchmarking analysis, study on standardisation initiatives and state-of-the-art technologies, the Contractor shall engage with suppliers and railway infrastructure managers and ensure appropriate confidential agreements are in place.

### 3.2. WP 1: Initial Framework analysis

WP	Title	Scope
WP 1.1	Reference Documents	1. The Contractor shall perform analysis of reference documents mentioned in Section 1.4.1 of this technical specification and examine operational, functional and design requirements of proposed Rail Baltica CCS-subsystems, related transmission and communication and power supply systems. The Contractor shall highlight any proposed subsystems, interfaces and functionalities which are not specified in the latest versions of related Technical Specifications for Interoperability and represent project specific or national specific solutions.
WP 1.2	Benchmarking	1. The Contractor shall provide benchmarking analysis of 10 (ten) past years for at least 4 (four) examples of similar nature greenfield projects and currently running projects (e.g. countrywide CCS-renewal projects in Denmark and Norway, etc) in terms of: <ul style="list-style-type: none"> <li>• key operational and technical parameters of implemented CCS-solutions</li> <li>• procurement, financing and deployment approach incl. project management approach and overview of all involved parties</li> <li>• experience from operation and maintenance phase (if any)</li> <li>• technology life cycle approach</li> <li>• implemented national-specific functionalities, and the rationale for their necessity</li> <li>• other important aspects that shall be considered</li> </ul> 2. The benchmarking analysis shall summarise lessons learned and contain consolidated recommendations for the CCS-subsystems procurement and deployment for the Rail Baltica line.
WP 1.3	Standardisation initiatives	1. The Contractor shall study standardisation initiatives of CCS and propose reasonable ways to apply particular specifications and standards, incl. system architecture,

		<p>standardised subsystems and interfaces for specification of generic CCS-solution for the Rail Baltica line:</p> <ul style="list-style-type: none"> <li>• EULYNX specifications</li> <li>• SmartRail 4.0 program</li> <li>• Any other relevant initiatives</li> </ul>
WP 1.4	Elaboration of initial CCS-Solution	<p>1. The Contractor shall identify and structure possible options for all required CCS-subsystems according to reference CCS-solution in order to cover the required functionality in regular, degraded and emergency operation modes.</p> <p>2. During elaboration of the initial CCS-solution as well as subsequent update and finalisation of it, the Contractor shall consider framework depicted in Fig.4 and:</p> <ul style="list-style-type: none"> <li>• describe approach on securing investments in infrastructure in context of constant update of ERTMS baseline;</li> <li>• consider lessons learned and most suitable project approaches from previous project experience;</li> <li>• elaborate the recommended approach on lifecycle management e.g. introduction of controlled evolution of technologies;</li> <li>• analyse and propose critical time to commit to the specific technology.</li> </ul> <p>Fig.4: Reference framework for elaboration of the CCS-solution on the example of radio communication system</p>

### 3.3. WP 2 Analysis of technologies and products

3.3.1. The Contractor shall study and propose possible optimisations of the CCS-solution proposed in WP 1 by means of new technologies or enhanced functionality, considering:

- Timeline for introduction of the specific technology, product or function with regards to Rail Baltica project timeline<sup>24</sup> and relevant Shift2Rail projects, standardisation activities, projects of ERTMS Users Group, etc.

<sup>24</sup> Rail Baltica Project latter update of timeline will be provided to the Contractor upon signature of the Contract.

- Expected level of standardisation of protocols, interfaces and subsystems
- Proposed technologies from perspective of:
  - Technology Life Cycle incl. scalability, modularity, upgradeability, flexibility of the solution
  - LCC including maintenance conditions, energy consumption, durability, etc.
  - RAMS requirements (Reliability and MTTR notably)
  - Ease of deployment (modularity, cabling, etc.)
  - Ease of operation (user-friendliness, maintainability, etc.)
  - Elimination of copper cables as far as practicable
  - Local generation of electrical power supply for CCS elements

3.3.2. The Contractor shall identify, analyse and propose potential technologies and products for each subsystem of the CCS-Solution, as described in WP 2.1 – WP 2.5 in Table below.

WP	Title	Scope
WP 2.1	European Train Control System	<ol style="list-style-type: none"> <li>1. The Contractor shall consider further development of ETCS subsystem (e.g. advanced localisation options, train side integrity detection, ETCS Level 3 with moving block) and following components of the solution:               <ul style="list-style-type: none"> <li>• Radio Block Centre (RBC);</li> <li>• Solution for Key Management Centre (KMC) and Public Key Infrastructure (PKI);</li> <li>• Eurobalise incl. fastening;</li> <li>• On board unit (OBU).</li> </ul> </li> <li>2. The Contractor shall analyse:               <ul style="list-style-type: none"> <li>• status of implementation of ETCS functionality to be used for the analysis of different supplier equipment (according to mandatory requirements of functional and structural TSIs and national-specific functionality, e.g. track possessions functionality);</li> <li>• developed ETCS modes, e.g. shunting mode and transitions<sup>25</sup>) to allow high competition among all ETCS suppliers by application of supplier-neutral requirements specification and introducing less possible Rail Baltica or national specific ETCS functionalities.</li> </ul> </li> </ol>
WP 2.2	Radio Communication System	<ol style="list-style-type: none"> <li>1. The Contractor shall consider further development of Radio Communication System and in particularly possible impact on solution for the:               <ul style="list-style-type: none"> <li>• Core network;</li> <li>• Base stations;</li> <li>• Operation Support System;</li> <li>• Train radio;</li> <li>• Fixed and mobile terminals;</li> <li>• Fixed transmission network.</li> </ul> </li> </ol>

<sup>25</sup> The Contractor shall consider transition from/to Polish railway network as well as transitions to local control areas, e.g. shunting areas, parking tracks, depots, industrial sidings, etc.



		<ol style="list-style-type: none"> <li>The Contractor shall investigate, notably by contacting and meeting relevant institutions, and document the timeline for development and introduction of the FRMCS technology from the industry and the ERA perspective and elaborate a strategy for Rail Baltica railway line to become an early deployment site of the FRMCS.</li> <li>The Contractor shall analyse possibility to reuse (as a temporary solution during first years of operation) existing GSM-R core network of Lithuanian Railways for needs of the Rail Baltica railway line. Depending on feasibility of such an approach, the Contractor shall consider it as one of the possible deployment scenarios, while preparing introduction of FRMCS.</li> <li>The Contractor shall analyse upgrade possibilities of existing or new GSM-R network to a FRMCS in terms of a single construction contract. Depending on feasibility of such approach, the Contractor shall consider it as one of the possible deployment scenarios.</li> <li>The Contractor shall provide recommendations regarding the frequency band allocation, considering the specific cases of Estonia, Latvia and Lithuania, for each of the proposed scenarios. The recommendations shall include definition of frequency bands, spectrum width needed, specific constraints and requirements, and timeline for engaging with involved authorities.</li> </ol>
<b>WP 2.3</b>	<b>Interlocking</b>	<ol style="list-style-type: none"> <li>The Contractor shall analyse following wayside equipment, considering climatic conditions of Baltic states: <ul style="list-style-type: none"> <li>Point machine system incl. type of operation as well as monitoring and preventive maintenance options;</li> <li>Connection of wayside elements in terms of integrated cabling, power supply and communication architecture with ancillary subsystem equipment, point heating, etc.</li> </ul> </li> <li>The Contractor shall separately analyse track clearance detection system as part of the interlocking solution with respect to: <ul style="list-style-type: none"> <li>Avoiding copper cables on open lines by means of state-of-the-art axle counter solutions, adopting of fibre optic sensing technology.</li> <li>Introduction of advanced train localisation, full train side integrity detection with moving block functionality</li> </ul> </li> <li>The Contractor shall analyse core interlocking system with respect to: <ul style="list-style-type: none"> <li>Architecture (centralised, decentralised...), scalability, upgradeability.</li> <li>Level of standardisation of interfaces with ETCS, wayside equipment, ancillary systems, TMS, adjacent interlockings<sup>26</sup> and define interfaces needed for the procurement.</li> <li>Communication architecture, protocols, interfaces and QoS.</li> </ul> </li> </ol>
<b>WP 2.4</b>	<b>Ancillary Systems</b>	<ol style="list-style-type: none"> <li>The Contractor shall analyse following systems, as specified in Design Guidelines RBDG-MAN-022-0101 and propose the most feasible solutions from the perspective of level of standardisation, climatic conditions, functionality: <ul style="list-style-type: none"> <li>Point heating system;</li> <li>Point monitoring and preventive maintenance system;</li> </ul> </li> </ol>

<sup>26</sup> Adjustments and country specific development of the proposed interlocking solution required for interfacing the Rail Baltica infrastructure with the existing 1520 mm gauge railway network will be in the scope of the separate 1435mm/1520mm interaction feasibility study

		<ul style="list-style-type: none"> <li>• Vehicle health monitoring system incl. hot box detector functionality;</li> <li>• Online monitoring of rolling stock (bearing acoustic monitoring, wheelsets and braking systems monitoring, ...);</li> <li>• Broken rail detection system;</li> <li>• Meteorological condition detection system incl. cross wind, snowfall, rainfall and earthquake detectors, flooded platform, flooded tunnel detectors, detectors of falling rocks/objectives/vehicles;</li> <li>• Pantograph dynamic elevation system;</li> <li>• Strain gauge and rail temperature monitoring systems;</li> <li>• Maintenance work protection system / Track possession system (e.g. by means of track protection switches, real time location and communication of staff, etc.)</li> </ul> <p>2. Proposed solutions for ancillary systems shall be aligned with integrated transmission and communication approach of the entire CCS-solution (e.g. unified communication protocols and interfaces) and power supply approach (avoiding power supply infrastructure on open line sections).</p> <p>3. The Contractor shall specify requirements on standardised interfaces with transmission and communication system, interlocking, TMS or functionality in order to enhance open competition among different solutions and define specification of interfaces needed for the procurement.</p>
WP 2.5	Traffic Management System	<p>1. The Contractor shall analyse different functional levels of TMS:</p> <ul style="list-style-type: none"> <li>• <u>operation level</u> with control &amp; display, automatic train tracking &amp; automatic route setting, timetable deviations management and restrictions handling functionality;</li> <li>• <u>dispatching level</u> with forecasting, conflict detection &amp; resolution, automatic train regulation functionality;</li> <li>• <u>planning level</u> with timetable &amp; restrictions planning functionality;</li> <li>• <u>deferred mode</u> with analysis of past operation and events.</li> </ul> <p>2. The Contractor shall analyse TMS with respect to:</p> <ul style="list-style-type: none"> <li>• Architecture, modularity, scalability and upgradeability;</li> <li>• Flexibility to ensure operations in regular and degraded operation modes on the whole Rail Baltica railway;</li> <li>• Manage cross-border operations with Poland and local control areas;</li> <li>• Interfaces with interlockings, ETCS, ancillary systems and Passenger Information System with respect to solutions of different suppliers and requirements of the latest version of TSI TAP;</li> <li>• Integration with ATO solution (e.g. ATO over ETCS) or third party ATO solution (both track- and train-side equipment) for GoA 1.5 (Driver Advisory System) or higher grades of automation when it is feasible on specific track sections, e.g. Riga airport shuttle line, etc.;</li> <li>• Integration with ecodriving functionality, interfaced with ENE subsystem, ensuring the optimisation of train speed profiles to limit traction energy consumption, as well as real time control of energy consumption of every individual train;</li> </ul>

		<ul style="list-style-type: none"> <li>Any other functionality which could be relevant for Rail Baltica operation, based on recommendations from the Contractor.</li> </ul>
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3.3.3. The Contractor shall propose the most suitable state-of-the-art technologies and products for optimisation of the recommended initial CCS-solution in WP 1 with justifications of his proposals.

3.3.4. The Contractor shall elaborate product development and introduction strategies for the proposed state-of-the-art technologies and products covering:

- development activities and tasks to be performed under engineering lifecycle as defined in EN 50126;
- required integration with adjacent subsystems;
- analysis of associated risks and delays;
- possible introduction of proposed technologies in terms of various innovation programmes in a way of "early deployment site" on Rail Baltica line;
- other tasks needed for introduction of indicated new technologies.

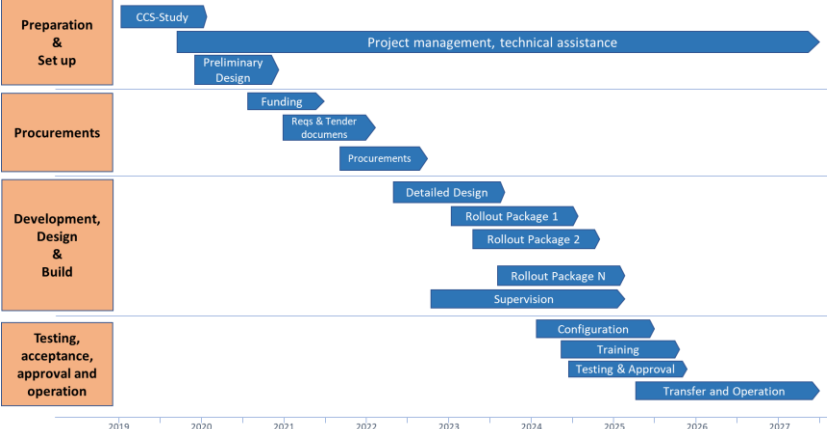
3.3.5. The Contractor shall update the initial CCS-solution according to results of the WP 2.

#### 3.4. **WP 3: Strategy elaboration**

3.4.1. The Contractor shall perform work packages under WP 3 according to Table below:

WP	Title	Scope
WP 3.1	Supplier Market Analysis	<ol style="list-style-type: none"> <li>The Contractor shall analyse market situation covering market conditions and availability, potential supplier identification, delivery options, delivery terms, competitive situation, market entry conditions, quality considerations and pricing aspects.</li> <li>The Contractor shall analyse the supplier market conditions and competition perspective, in particular: <ul style="list-style-type: none"> <li>the geographical area of the supplier market and analysis of criteria which limit the market;</li> <li>assess market volume and dynamics (trends) regarding supply availability and scarcity;</li> <li>identify and analyse likely qualified suppliers;</li> <li>assess expected competition on a market for each subsystem or technology (i.e. monopoly, oligopoly, limited competition, free competition, entry barriers etc.);</li> <li>market trends regarding possible substitutes' availability;</li> <li>elaborate approach on ways to ensure high and equal competition among multiple suppliers (e.g. by means of different lots, specification of interfaces, avoiding national or project specific functionality, etc.);</li> <li>Inflation (known, predicted, trends);</li> <li>Criticality of supply (lead times, production capacity) regarding long lead vs impact if no spares in store;</li> <li>Possible requirements for special tools, Risk of specific / unique equipment &amp; tools needs based on Rail Baltica project requirements (if any).</li> </ul> </li> </ol>

WP 3.2	Elaboration of the Procurement Strategy	<ol style="list-style-type: none"> <li>1. The Contractor shall indicate any operational and functional requirements which are in any way limiting the range of possible suppliers or reducing competition among them.</li> <li>2. The Contractor shall propose mitigation measures for identified risks of reduced competition.</li> <li>3. The Contractor shall elaborate the most feasible strategy on procurement of the recommended state-of-the-art CCS-solution.</li> <li>4. The Contractor shall elaborate the most feasible strategy regarding the procurement of services to support the Contracting Authority for implementation of the recommended CCS-solution, including technical assistance for preparation of tender documentation, assistance during procurement procedures, design review, manufacturing, installation, testing and commissioning services (FIDIC engineer), etc.</li> <li>5. The Procurement strategy shall cover activities required for the entire CCS-project life cycle and describe: <ul style="list-style-type: none"> <li>• General procurement approach (the proposed procurement scheme, how many procurements should be organized, should it be one service provider or some of them., etc);</li> <li>• Ways to enhance involvement of suppliers of subsystems, also local construction and installation companies (requirements for the tenderers, grouping/splitting of works, etc.);</li> <li>• Tender activities, lots and conditions considering requirements of Public Procurement law of Republic of Latvia;</li> <li>• Approach on elaboration of tender requirements specifications (analysis of technical requirements that shall be specified for the implementation of the specific procurement strategy, way to integrate requirements on separate subsystems in tender documents to achieve full integration of subsystems);</li> <li>• Define, if necessary, interfaces with other procurements, which are needed to deploy CCS-subsystems, e.g. Telecommunication System, Power supply system, Public Information System, etc.; to clarify related procurements;</li> <li>• Long-term maintenance service as a part of the contract (analysis of experiences in the market and proposal of best solution for our situation, risk of maintenance separately procured);</li> <li>• Proposed evaluation methodology and criteria (weighting factors);</li> <li>• Important contractual aspects, e.g.: <ul style="list-style-type: none"> <li>- Payment schedule &amp; payment terms, including the request for advance payments (if any);</li> <li>- Application on penalties for quality / delay;</li> <li>- Insurance type and cover levels;</li> <li>- Warranty requirements;</li> </ul> </li> <li>• Typical certification requirements, such as CE, ISO (quality, environment, etc);</li> <li>• Other important aspects.</li> </ul> </li> </ol>
WP 3.3	Elaboration of the deployment Strategy	<ol style="list-style-type: none"> <li>1. During elaboration of the deployment strategy for the recommended CCS-solution, the Contractor shall describe all necessary works for successful preparation, planning, rollout, testing, acceptance, and putting in operation of the CCS-solution by the RB Rail AS;</li> </ol>

		<p>2. The Description shall identify all internal or external parties e.g. RB Rail AS, National Implementing Bodies, suppliers, FIDIC engineers, works contractors, ERA, National Safety Authorities...) involved in the CCS project;</p> <p>3. The Contractor shall allocate responsibilities to all identified parties and describe it in a structured manner for each specific task or work package of the CCS-project;</p> <p>The Contractor shall elaborate detailed planning of project organization in order to manage the project according to the proposed strategy. This planning shall include:</p> <ul style="list-style-type: none"> <li>• Timeline and deadlines for specific deliveries of all parties;</li> <li>• Interfaces and interdependencies between all involved parties;</li> <li>• Risks that might arise during the project.</li> </ul> <p>4. The proposed deployment time schedule shall include all activities and tasks required for putting the CCS solution in operation covering all project phases, as drafted in Fig.4:</p> <ul style="list-style-type: none"> <li>• Preparation, set up of the project and preliminary design;</li> <li>• Technical assistance;</li> <li>• Conducting procurements;</li> <li>• Development, design and build;</li> <li>• Testing, acceptance, approval and putting in operation.</li> </ul>  <p>Fig.4: Draft time schedule for deployment of CCS-solution</p> <p>5. The procurement strategy elaborated under WP 3.2 shall be integrated in the overall deployment strategy of the Rail Baltica CCS project.</p> <p>6. Elaboration of the detailed deployment strategy shall include activities needed for development, design, implementation, deployment and putting in operation of the entire CCS-solution with respect to EN 50126 standard family, CSM-RA regulation and activities related to safety management and EC-verification.</p> <p>7. The Contractor shall analyse project risks and propose countermeasures when necessary. Possible alternatives shall be introduced as scenarios (up to 2 different scenarios are expected) of the recommended procurement and development strategy.</p>
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3.4.2. The Contractor shall arrange and moderate 1 (one) day workshop with interested parties in premises of RB Rail AS in order to:

- Present a proposed CCS-solution, procurement and deployment strategy;
  - Discuss the proposed solution and project approach.
- 3.4.3. The Contractor shall consider comments of participants and suppliers during finalisation of the study.

#### 4. DELIVERABLES AND DEADLINES

- 4.1.1. Consulting services to be provided by the Contractor shall consist from presence activities in premises of RB Rail AS in Riga and remote activities performed in premises of the Contractor.
- 4.1.2. Presence activities include workshops, presentations of study reports and results, moderation of discussions, introduction of solution-options to decision makers, monthly progress reports (five progress reports are expected).
- 4.1.3. Each progress report shall describe study progress on not more than 5 (five) pages and include following parts:
- overall progress summary;
  - overview of works completed since last progress report;
  - overview of works currently in progress (one-month plan);
  - overview obstacles and problems;
  - overview remaining work.
- 4.1.4. The Contractor shall provide at least 2 (two) days of presence in premises of RB Rail AS during each three-week period of the contract (starting from the kick-off meeting) according to description added in Section 4.1.11 of this Technical specification.
- 4.1.5. Remote activities shall be carried out in the premises of the Contractor and shall include independent work on study contents and work packages, elaboration of study documents and incorporation of study results in to interim and final reports, presentations, etc.
- 4.1.6. The Contractor shall incorporate results of the study in to reports listed in the table below. All interim reports and Final report shall be accompanied with Power Point presentations highlighting main results and findings.

No.	Deliverable	General scope <sup>27</sup> of the deliverable
1.	Inception report	Detailed description of study approach and work programme. Overview of study management plan, incl. timeline, resources, deliverables and risks. Table of contents First interim Report
2.	First interim report	Full scope of WP 1 Table of contents Second interim Report
3.	Second interim report	Revised scope of WP1 Full scope of WP 2 Table of contents Final Report
4.	Draft final report	Revised scope of WP1, WP2 Full scope of WP 3

<sup>27</sup> Minimal required scope of a corresponding deliverable is provided. During the Study preparation the scope of particular deliverable may cover a part of other deliverable depending on specific circumstances.

5.	Final report	Adjusted and finalised Draft final report including reports on results of all Work Packages demonstrating full service provision in accordance to the Contract  Final completion report as described in 5.2.7
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4.1.7. Deliverables shall be delivered by the Contractor according to the following deadlines of suggested delivery schedule:

No.	Deliverable	Deadline	Payment, %
1.	Approved Inception report	(not later than 4 weeks after CD <sup>28</sup> )	
2.	Approved First interim report	(not later than 10 weeks after CD)	20
3.	Approved Second interim report	(not later than 16 weeks after CD)	30
4.	Approved Final report	(not later than 26 weeks after CD)	50

4.1.8. The Contractor shall provide draft reports considering time required for review and approval according to study schedule in 4.1.11.

4.1.9. The Contracting authority will review and send comments to submitted report in one week (5 working days) after receiving the documents. Upon receiving these comments, the Contractor shall adjust report in 1 (one) week period (5 working days) and submit it to the revision or approval by the Contracting authority.

4.1.10. One iteration of review and approval process is planned for inception report, two iterations for interim reports and three – for the final report respectively. Both parties are entitled to submit documents earlier or in parts in order to speed up review and approval process. Please refer to the table below describing the review and approval deadlines in detail:

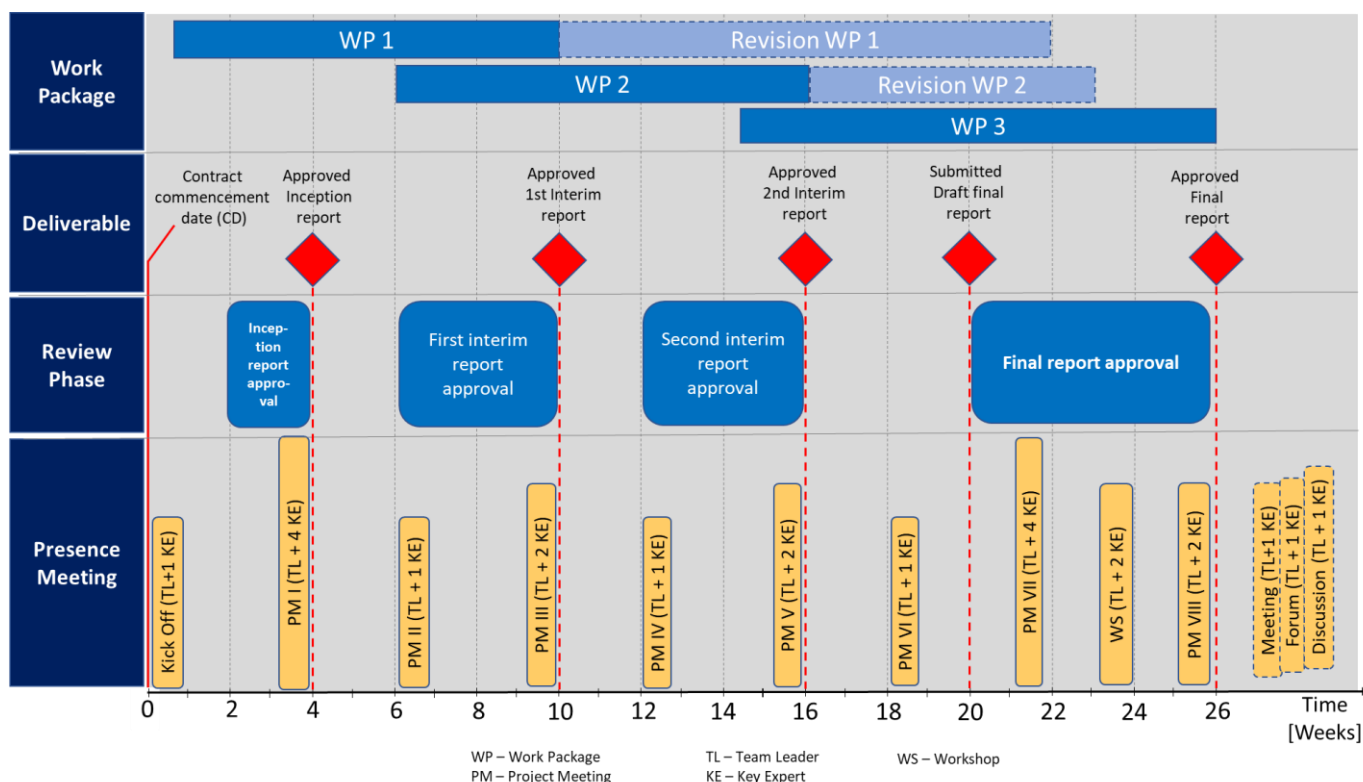
NO.	DELIVERABLES/ REPORTS	DRAFT VERSION		REVIEW AND APPROVAL	FINAL VERSION	
		Deadline	No. of copies		Deadline	No. of copies
1.	Inception Report	CD <sup>29</sup> + 2 weeks	1 soft copy	2 weeks (1 iteration)	CD + 4 weeks	2 hard copies, 1 soft copy
2.	First Interim Report	CD + 6 weeks	1 soft copy, Power Point presentation	4 weeks (2 iterations)	CD + 10 weeks	2 hard copies, 1 soft copy, Power Point presentation
3.	Second Interim Report	CD + 12 weeks	1 soft copy, Power Point presentation	4 weeks (2 iterations)	CD + 16 weeks	2 hard copies, 1 soft copy,

<sup>28</sup> CD - Contract commencement date.

<sup>29</sup> CD - Contract commencement date.

NO.	DELIVERABLES/ REPORTS	DRAFT VERSION		REVIEW AND APPROVAL	FINAL VERSION	
		Deadline	No. of copies		Deadline	No. of copies
						Power Point presentation
4.	Final Report	CD + 20 weeks	1 soft copy, Power Point presentation	6 weeks (3 iterations)	CD + 26 weeks	3 hard copies, 1 soft copy, Power Point presentation

4.1.11. The suggested delivery schedule mentioned in 4.1.7 and 4.1.10 is depicted below. It reflects work packages to be processed during the study in context of deliverables required. Review and approval phases are depicted in the third row of the schedule. Forth row gives overview of expected presence meetings in premises of RB Rail AS in Riga during the Study as well as three meetings organized by Contracting Authority after completion of the Study as described in 5.5.4. The number of participants from the Contractor side is given for each meeting.



4.1.12. Upon a request by the Contracting Authority, the Contractor shall take part in maximum 3 (three) meetings, forums, discussions, etc. organised by the Contracting Authority as described in Section 5.5.4 of this Technical Specification.

## 5. SERVICE CONTRACT MANAGEMENT

### 5.1. Contractor's obligations



- 5.1.1. 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.
- 5.1.2. In case Contracting authority finds (at any time of procurement process or during the implementation of the Contract for the provision of Consulting 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 Consulting services (whatever is applicable).
- 5.1.3. The Contractor within its organisational and management structure (or in any other way) shall not be directly linked to any supplier of CCS-subsystems technologies and components. In case Contracting authority finds (at any time of procurement process or during the implementation of the Contract for the provision of Consulting services) that Contractor is directly linked to any supplier of CCS-subsystems technologies and components, a Tenderer shall be eliminated from the procurement process or it shall be subject to the termination of Contract for the Consulting services (whatever is applicable).
- 5.1.4. provided information on education, experience of a particular expert is found to be false, a corresponding expert shall be eliminated from the procurement process or from the key experts team (whatever is applicable).
- 5.1.5. The Contractor shall ensure necessary effort, means, resources and personnel required for the successful provision of services.
- 5.1.6. The Contractor shall be responsible for ensuring that its experts included in service contract are available throughout the service provision period.
- 5.1.7. 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.
- 5.1.8. The Contractor shall make its own arrangements for office facilities, personal computers and other facilities of appropriate performance and security standard for service provision.
- 5.1.9. 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.
- 5.1.10. The Contractor will arrange for formal coordination and decision making on project interventions and establish an adequate internal management structure. Progress meetings with the Contracting authority shall be planned as presence meetings as described in Section 4 of this Technical specification. If needed, additional ad-hoc and weekly meetings can be arranged remotely, e.g. via skype, which may be initiated both by the Contractor, or the Contracting Authority.
- 5.1.11. Contracting authority is main coordinator of the communication between the Contractor, stakeholders and other third parties. The Contractor shall be responsible for timely provision of information, preparation and participation in the meetings, workshops, presentations necessary for the communication with stakeholders and other third parties within Study's scope. No direct communication between the Contractor, stakeholders and other third parties is allowed without permission of Contracting authority.
- 5.2. **Provision of services**
- 5.2.1. 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.

- 5.2.2. The Contractor shall prepare detailed Study programme for its services to be provided during the Study. Study programme shall include graphical representation of main Study's milestones and deadlines of deliverables as required in Technical specification. Study programme shall cover possible risks for Study implementation and mitigation measures to avoid those risks in order to complete the Study on time. The purpose of Study programme is to reflect Contractor's deep understanding of Study's objectives, scope and milestones as well as to present Contractor's endeavour to cover all necessary subjects and provided high quality professional Consulting services on time.
- 5.2.3. 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.
- 5.2.4. 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.
- 5.2.5. 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.
- 5.2.6. Contracting authority shall have no influence on outcome results (reports, summary, advice, decisions etc.) delivered by the Contractor. However, the Contractor shall consider Contracting authority's reasoned observations on the initial information used and analysis methods employed by the Contractor to provide outcome results of the services. The implementation of such observations is subject to the approval of the services by Contracting authority.
- 5.2.7. Together with the Final report delivery, the Contractor shall provide a separate Final completion report on Study implementation process, covering the good practices to be shared and issues arisen that could be improved. The main topics to be covered in this report are as follows:
- 5.2.7.1. clarity and consistency of the tasks appointed to the Contractor;
  - 5.2.7.2. communication and cooperation with the Client (local institutions, stakeholders etc.);
  - 5.2.7.3. definition and deadlines for the milestones;
  - 5.2.7.4. provision of input data;
  - 5.2.7.5. issues encountered and recommendations for the improvement of Study implementation process;
  - 5.2.7.6. other.

5.3. **Contractor's team**

- 5.3.1. The Contractor shall propose an optimum structure for its team, based on the conditions of Technical specification, and where possible propose a core team with cross-functional roles.
- 5.3.2. For the provision of services, the Contractor shall ensure the availability of the following team members:

Key experts

No	Title
1.	Team lead, key expert CCS
2.	Key expert Telecom
3.	Key expert power supply
4.	Second expert CCS

5. Economist/ market research specialist
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5.3.3. The Contractor shall be responsible for the availability of any other additional experts, including administrative personnel, necessary for the provision of Consulting services.

5.4. **Confidentiality, independence and absence of conflict of interest**

5.4.1. 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.

5.4.2. 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.

5.5. **Miscellaneous**

5.5.1. Communication under service contract (e.g. information, requests, submissions, formal notifications, etc.) must be carried out in English.

5.5.2. All written materials, including all deliverables, shall meet the highest standards of English language and technical terminology proficiency. If requested by the Contracting Authority, the Contractor shall engage professional proofreading services at its own expense.

5.5.3. 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.

5.5.4. Upon a request by the Contracting Authority, the Contractor shall take part to maximum 3 (three) meetings, forums, discussions, etc. organised by the Contracting Authority or where the Contracting Authority shall take part during or 1 (one) year after completion of the study. Such events are, for instance, Rail Baltica Task Force meetings, workgroups, meetings in the European Commission (Brussels), European Union Agency for Railways (Valenciennes), meetings with stakeholders in Latvia, Lithuania, Estonia, conferences, discussions, etc. When necessary, the Contractor shall prepare informative materials or work report presentations to be presented to these meetings.

5.5.5. Contracting authority has rights to publish the study final report in its website [www.railbaltica.org](http://www.railbaltica.org).

**ANNEX NO 4: ENTITIES ON WHOSE CAPABILITIES THE TENDERER RELIES**

No	Name	Description of the capabilities
1		
2		
n+1		

\_\_\_\_\_  
Date: *[date of signing]*  
Name: *[name of the representative of the Tenderer]*  
Position: *[position of the representative of the Tenderer]*

## ANNEX NO 5: SUBCONTRACTORS

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

\_\_\_\_\_  
Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

## ANNEX NO 6: CONFIRMATION OF TENDERERS FINANCIAL STANDING

(7.3.(1)) The Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover within the last 3 (three) financial years, i.e. 2016, 2017, 2018, is not less than 600 000,00 EUR (six hundred thousand euros).

No	Year	Total Turnover in EUR	Notes
Tenderer or member of the partnership (if the Tenderer is a partnership)			
1	2016		
2	2017		
3	2018		
Average within last 3 (three) financial years			
<i>If the Tenderer is partnership, please continue and provide info regarding each member and partnership in total:</i>			
1	2016		
2	2017		
3	2018		

(7.3.(2)) The Tenderer or member of the partnership (if the Tenderer is a partnership) on whose abilities the Tenderer is relying to certify it's financial and economic performance and who will be financially and economically responsible for the fulfilment of the contract and entity on whose abilities the Tenderer is relying to certify it's financial and economic performance and who will be financially and economically responsible for the fulfilment of the contract, shall have stable financial and economic performance, namely, in the last audited financial year liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 and shall have positive equity.

\_\_\_\_\_  
Name of the Tenderer/member of partnership/entity \*

$$\text{liquidity ratio} = \frac{\text{current assets}}{\text{short - term liabilities}} = \underline{\hspace{2cm}}$$

$$\text{equity ratio} = \text{total assets} - \text{total liabilities} = \underline{\hspace{2cm}}$$

*\*Please continue and provide information regarding each entity to which this requirement applies.*

\_\_\_\_\_  
Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

## ANNEX NO 7: EXPERIENCE OF TENDERER

No	Description of the services which characterize the required experience	Duration of the project and services (from__to (month/year))	Contract price (EUR*, excl. VAT)	Calculated CCS-investment value of the project (EUR*, excl. VAT)	Contracting authority	Contact information for references
<p>The Tenderer within the previous 10 (ten) years before the date of the submission of the Proposal, has gained experience in <u>at least 3 (three) reference CCS-projects</u> with contract value of each reference CCS-project <u>at least 250,000.00 EUR (two hundred fifty thousand euros)</u> and <u>each reference CCS-project</u> covering TSI compliant railway section with the speed above 200 km/h:</p> <p>1) <u>at least 1 (one) study on elaboration of CCS-subsystems including:</u></p> <ul style="list-style-type: none"> <li>a. concept or</li> <li>b. feasibility study or</li> <li>c. preliminary design or</li> <li>d. procurement strategy or</li> <li>e. deployment strategy.</li> </ul>						
Project title: _____						
1.	Requirement	Tenderers description			N/A	
	CCS-subsystems design project					
	TSI CCS compliant					
	high-speed (above 200 km/h)					
	Study on elaboration of CCS-subsystems including ( <u>one</u> of the following must be covered in the project):					

	<b>study on elaboration of CCS-subsystems including</b>						
	a. concept						
	b. feasibility study						
	c. preliminary design						
	d. procurement strategy						
	e. deployment strategy						

The Tenderer within the previous 10 (ten) years before the date of the submission of the Proposal, has gained experience in at least 3 (three) reference CCS-projects with contract value of each reference CCS-project at least 250,000.00 EUR (two hundred fifty thousand euros) and each reference CCS-project covering TSI compliant railway section with the speed above 200 km/h:

2) **at least 2 (two) CCS-subsystems design projects with the calculated CCS-investment value not less than 50 (fifty) million EUR.**

Project title: \_\_\_\_\_

1.	<b>Requirement</b>	<b>Tenderers description</b>					
	CCS-subsystems design project						
	TSI CCS compliant						
	high-speed (above 200 km/h)						

Project title: \_\_\_\_\_

2.	<b>Requirement</b>	<b>Tenderers description</b>					
	CCS-subsystems design project						
	TSI CCS compliant						
	high-speed (above 200 km/h)						



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Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

\* If the value of the contract is in another currency than euro, for the purposes of this proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the date of signing of this document.

## ANNEX NO 8: EXPERIENCE OF KEY EXPERTS

No	Expert's role in team: <b>Team lead, Key expert CCS</b> Name, Surname_____								
<b>Professional experience:</b>									
Proj ect No.	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 7.5. for respective expert.		Description of project				
			<b>Requirements:</b> Experience in the position of lead CCS- expert within last 15 (fifteen) years for at least 5 (five) CCS projects in 3 (three) different countries, covering all following subsystems <sup>30</sup> :	Description of the responsibilities of the expert in the project, were the experience was gained	Impleme ntation period (from-to)	Scope	Value of the project	Country	Contact information for references
1.			Traffic Management System (TMS)						
			Interlocking						
			ETCS Level 2						
2.			Traffic Management System (TMS)						
			Interlocking						
			ETCS Level 2						
3.			Traffic Management System (TMS)						
			Interlocking						
			ETCS Level 2						
4.			Traffic Management System (TMS)						
			Interlocking						
			ETCS Level 2						
5.			Traffic Management System (TMS)						
			Interlocking						
			ETCS Level 2						

<sup>30</sup> Subsystems can be covered in different projects.

Specific project experience (if any) (with respect to Section 19.5.1 Part C of the Regulations):									
			<b>Requirements</b> <b>Applicable experience gained within previous 10 (ten) years by proposed CCS key expert.</b> <b>The contract value of single reference project or several reference projects together listed under specific project experience shall be not less than 500 000,00 EUR (five hundred thousand euros).</b>	Description of the responsibilities of the expert in the project, were the experience was gained					
			Senior CCS expert in CCS-project based on the EULYNX specifications or preceding standardized CCS-architectures, e.g. NeuPro.						
			CCS expert in activities or projects of ERTMS Users Group or Shift2Rail.						
			Lead CCS expert in a greenfield CCS-project <sup>31</sup> .						
			Lead CCS expert in a cross-border CCS-project.						
			Lead CCS expert in the development of technical specifications, design and commissioning of innovative solutions for CCS-subsystems.						

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<sup>31</sup> CCS-Solution for a greenfield project is not limited with existing CCS-infrastructure and systems.

**English language skills<sup>32</sup>:**

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	
<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>

Levels: A1/A2 - Basic user; B1/B2 - Independent user; C1/C2 - Proficient user.

I confirm that I have consented that my candidature is proposed in the open competition "Rail Baltica control-command and signalling (CCS) subsystems procurement and deployment strategy, No. RBR 2019/6.

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.

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Date: [*date of signing*]

Name: [*name of the expert*]

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<sup>32</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

No	Expert's role in team: <b>Key expert Telecommunications</b> Name, Surname_____
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Professional experience:

Proj ect No.	Employer, Project, Contractin g 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 7.5. for respective expert.		Description of project				
			Requirements:	Description of the	Impleme	Scope	Value of	Country	Contact
			Experience in the position of lead railway telecommunication expert within last 10 (ten) years for at least 3 (three) railway telecommunication projects covering all following subsystems <sup>33</sup> :	responsibilities of the expert in the project, were the experience was gained	ntation period		the project		information for references
1.			GSM-R for ETCS Level 2 application						
			core transmission network						
			network access solutions						
			ancillary systems <sup>34</sup>						
2.			GSM-R for ETCS Level 2 application						
			core transmission network						
			network access solutions						
			ancillary systems						
3.			GSM-R for ETCS Level 2 application						
			core transmission network						
			network access solutions						
			ancillary systems						
4.			GSM-R for ETCS Level 2 application						
			core transmission network						
			network access solutions						
			ancillary systems						

English language skills<sup>35</sup>:

Understanding	Speaking	Writing
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<sup>33</sup> Subsystems can be covered in different projects.

<sup>34</sup> Ancillary systems are Hot Box detector, acoustic bearing, broken rail, meteorological condition detection, strain gauge, rail temperature monitoring, pantograph dynamic elevation monitoring.

<sup>35</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

Listening	Reading	Spoken interaction	Spoken production	
<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>

Levels: A1/A2 - Basic user; B1/B2 - Independent user; C1/C2 - Proficient user.

I confirm that I have consented that my candidature is proposed in the open competition "Rail Baltica control-command and signalling (CCS) subsystems procurement and deployment strategy, No. RBR 2019/6.

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.

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Date: [*date of signing*]

Name: [*name of the expert*]

No	Expert's role in team <b>Key expert Power supply</b> Name, Surname_____								
Professional experience:									
Project No.	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 7.5. for respective expert.		Description of project				
			<b>Requirements:</b> Experience in the position of lead railway power supply expert within last 10 (ten) years for at least 3 (three) railway power supply projects (excluding railway electrification) covering all following aspects <sup>36</sup> :	<b>Description of the responsibilities of the expert in the project, were the experience was gained</b>	Implementation period	Scope	Value of the project	Country	Contact information for references
1.			medium-low voltage power supply for CCS and telecommunication equipment						
			Elaboration of RAMS requirements on design of power supply (excluding electrification) for CCS-and telecommunication equipment						
2.			medium-low voltage power supply for CCS and telecommunication equipment						
			Elaboration of RAMS requirements on design of power supply (excluding electrification) for CCS-and telecommunication equipment						
3.			medium-low voltage power supply for CCS and telecommunication equipment						
			Elaboration of RAMS requirements on design of power supply (excluding electrification) for CCS-and telecommunication equipment						

<sup>36</sup> Aspects could be covered in different projects.

**English language skills<sup>37</sup>:**

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	
<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>

Levels: A1/A2 - Basic user; B1/B2 - Independent user; C1/C2 - Proficient user.

I confirm that I have consented that my candidature is proposed in the open competition "Rail Baltica control-command and signalling (CCS) subsystems procurement and deployment strategy, No. RBR 2019/6.

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.

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Date: [*date of signing*]

Name: [*name of the expert*]

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<sup>37</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)



No	Expert's role in team <b>Second expert CCS</b> Name, Surname_____								
Professional experience:									
Project No.	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 7.5. for respective expert.		Description of project				
			<b>Requirements:</b> Experience in the position of senior railway CCS-expert within last 10 (ten) years for at least 3 (three) railway projects <sup>38</sup> <b>covering all following aspects</b> <sup>39</sup> :	<b>Description of the responsibilities of the expert in the project, where the experience was gained</b>	Implementation period	Scope	Value of the project	Country	Contact information for references
1.			track side CCS facilities <sup>40</sup>						
			ETCS Level 2 facilities						
			ancillary systems <sup>41</sup>						
2.			track side CCS facilities						
			ETCS Level 2 facilities						
			ancillary systems						
3.			track side CCS facilities						
			ETCS Level 2 facilities						
			ancillary systems						
Project No.			Experience in the position of railway CCS-expert covering <b>all following CCS implementation stages</b> <sup>42</sup> :						
1.			development of technical specifications						

<sup>38</sup> Projects, referred to the clause (i) can be proposed as well got th compliance.

<sup>39</sup> Aspects could be covered in different projects.

<sup>40</sup> Track side CCS-elements are point machine, point detectors, point heating, axle counter, signal.

<sup>41</sup> Ancillary systems are Hot Box detector, acoustic bearing, broken rail, meteorological condition detection, strain gauge, rail temperature monitoring, pantograph dynamic elevation monitoring.

<sup>42</sup> Stages could be covered in different projects.

			design						
			construction						
			commissioning						
...									
Specific project experience (if any) (with respect to Section 19.5.1 Part C of the Regulations):									
			<b>Requirements</b> <b>Applicable experience gained within previous 10 (ten) years by proposed CCS key expert.</b> <b>The contract value of single reference project or several reference projects together listed under specific project experience shall be not less than 500 000,00 EUR (five hundred thousand euros).</b>	Description of the responsibilities of the expert in the project, were the experience was gained					
			Senior CCS expert in CCS-project based on the EULYNX specifications or preceding standardized CCS-architectures, e.g. NeuPro.						
			CCS expert in activities or projects of ERTMS Users Group or Shift2Rail.						
			Lead CCS expert in a greenfield CCS-project <sup>43</sup> .						
			Lead CCS expert in a cross-border CCS-project.						
			Lead CCS expert in the development of technical specifications, design and commissioning of innovative solutions for						

<sup>43</sup> CCS-Solution for a greenfield project is not limited with existing CCS-infrastructure and systems.

			CCS-subsystems.						
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**English language skills<sup>44</sup>:**

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	
<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>

Levels: A1/A2 - Basic user; B1/B2 - Independent user; C1/C2 - Proficient user.

I confirm that I have consented that my candidature is proposed in the open competition "Rail Baltica control-command and signalling (CCS) subsystems procurement and deployment strategy, No. RBR 2019/6.

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*]

<sup>44</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

No	Expert's role in team <b>Economist/market research specialist</b> Name, Surname_____								
Professional experience:									
Proj ect No.	Employer, Project, Contractin g 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 7.5. for respective expert.		Description of project				
			<b>Requirements:</b> Experience within last 10 (ten) years <u>as leading economic expert</u> for financial and economic analysis in at least 3 (three) transport infrastructure projects with investment value <u>higher than 50 million EUR</u> :	<b>Description of the responsibilities of the expert in the project, were the experience was gained</b>	Implemen tation period	Scope	Value of the project	Country	Contact information for references
1.			financial and economic analysis						
2.			financial and economic analysis						
3.			financial and economic analysis						
Proj ect No.			in supplier market analysis in the area of railway systems and railway infrastructure components in at least 3 (three) projects <sup>45</sup> :						
1.			supplier market analysis in the area of railway systems						
			supplier market analysis in the area of railway <u>infrastructure components</u>						
2.			supplier market analysis in the area of railway systems						

<sup>45</sup> Aspects could be covered in different projects.

			supplier market analysis in the area of railway infrastructure components						
3.			supplier market analysis in the area of railway systems						
			supplier market analysis in the area of railway infrastructure components						

**English language skills<sup>46</sup>:**

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	
<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>

Levels: A1/A2 - Basic user; B1/B2 - Independent user; C1/C2 - Proficient user.

I confirm that I have consented that my candidature is proposed in the open competition "Rail Baltica control-command and signalling (CCS) subsystems procurement and deployment strategy, No. RBR 2019/6.

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*]

<sup>46</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

**ANNEX NO 9: DRAFT CONTRACT (PLEASE REFER TO A SEPARATE DOCUMENT)**