

Riga

19.11.2019

Our Ref: 6.1p/401

**Answers to the questions from the interested supplier  
in procurement “Legal services”,  
identification number RBR 2019/22**

RB Rail AS presents following answers to the question received from the interested supplier until 15 November 2019:

Nr.	Questions	Answers
1	According to the clause 8.2.1. the Tenderer's or all members of the partnership joint average annual financial turnover within the last 3 years is not less than 700 000.00 euro excluding VAT per year. We would like to clarify understanding of this clause. Does this mean that, in the case of a partnership, the financial turnover within the last 3 years is to be calculated on the basis of the average annual turnover of all the partners?	Procurement commission confirms that understanding is correct – requirement regarding average annual turnover shall be calculated on the basis of the annual turnover of all the members of the partnership.
2	According to the regulation the Tenderer can be a partnership. We would like to clarify how the procurement commission understands the term “partnership”. Is a contractual partnership permitted as a tenderer as a law firms in Latvia is not legal entity and cannot therefore be a partner of a registered partnership within the meaning of the Latvian Commercial Law?	Procurement Commission kindly notes that in accordance with Clause 7.1.2.1 of Regulations “Legal Services” ID No RBR 2019/22, <b>partnership</b> is a group of suppliers who have formed a partnership for this particular procurement despite the legal status of each member of this partnership. If the contract will be awarded to the partnership, all members of the partnership at its discretion shall either <u>enter into a partnership agreement</u> (within the meaning of Latvian Civil Law Sections 2241-2280) <b>or</b> <u>establish a general or limited partnership</u> (within the meaning of Latvian Commercial Law, Chapter IX and X).
3	According to the clause 8.3.1. the tenderer should propose a team consisting of all key experts. The Tenderer is allowed to propose separate expert for each country under the same service line. Tenderer has a right to offer the same expert for several Service lines. We would like to clarify understanding of this clause. Does this mean that key expert of a service line could simultaneously be indicated as a key expert in more than one jurisdiction? Is there any limitation in the amount of the service lines which could be covered by one key expert?	Procurement commission clarifies that for each country one key expert could be simultaneously proposed for more than one Service line and there is no limitation in the amount of the service lines which could be covered by particular expert. The Tenderer is not allowed to propose the same expert for each country under the same service line. Please note, that in case one expert is proposed as an expert for more than one Service line, then appropriate Expert's application (Annex No 2) with complete set of required documents

		and information must be submitted for each Service line separately.
4	Annex No 3 Clause 3.2. - is it necessary to have an experience in arbitral proceedings only from 2014? Or there are no time limits?	There is not limited reference period for previous experience in arbitral proceedings under point 3.3.1. and 3.3.2. of Terms of Reference, but under point 3.3.3. of Terms of Reference only experience starting from 2014 year will be considered. Please note, that requirements under the Clause 3.2 are not the minimum qualification requirements for experts.
5	Annex No 3 Clause 3.2. - do the three given examples of Leading International Arbitration Institutions constitute an exhaustive list of Leading International Arbitration Institutions. Or is there any other criteria under which the arbitral institution can be considered as a Leading International Arbitration Institution, for example, could Vilnius Court of Commercial Arbitration be considered as sufficient for expert's qualification under 3.2.?	Procurement Commission clarifies that examples of Leading International Arbitration Institutions given in Clause 3.2. of Terms of Reference are exhaustive and extended interpretation will not be applied. Please note, that requirements under the Clause 3.2 are not the minimum qualification requirements for experts.
6	Annex No 3, Clause 3.2., point 3.3.3. – requires recognition and enforcement process to have taken place in Latvia. Would the same recognition and enforcement process in Lithuania and Estonia also be sufficient to qualify under this point 3.3.3?	Procurement Commission clarifies, that only the processes that have taken place in Leading International Arbitration in Latvia will be considered as compliant under the point 3.3.3 of Terms of Reference. Please note, that requirements under the Clause 3.2 are not the minimum qualification requirements for experts.

Sincerely,

J.Lukševics

Procurement commission chairperson