

Riga

15.11.2019

Our Ref: 6.1p/399

**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 14 November 2019:

Nr.	Questions	Answers
1.	<p>We have two following questions to clarify the qualification requirements of employment law expert (Annex 3(3.1)(2) of Regulation):</p> <ol style="list-style-type: none"> 1. there could be 3 different projects that only meet one or two of three criteria [for example, 2), 3), 3)]? 2. regarding criteria 1) - does an employment law expert in the last 5 years must have gained experience: <ol style="list-style-type: none"> a) in one project in which it has immediately provided legal services to 3 enterprises (EUR 20 000 + EUR 200 billable hours for all 3 companies taken together under one project)? b) in one or number of projects where it has provided advice to 3 companies (EUR 20 000 + EUR 200 billable hours for all 3 companies taken together under a number of projects)? 	<ol style="list-style-type: none"> 1. Procurement Commission clarifies that employment law expert according to minimum requirements for previous experience stated in Clause 3.1 (2) of Terms of Reference (Annex No 3 of Regulations "Legal services") has to be gained an experience in 3 large-scale projects where <u>each of projects</u> complies <u>with any one</u> of the following three criteria: 1 (a) or 1 (b), OR 2 (a) or 2(b), OR 3 (a) or 3(b). Corresponding criteria (1 (a) or 1 (b), 2 (a) or 2(b), 3 (a) or 3(b)) of Regulation should be specified in expert's application form under each project. <i>For example: project No1 meets criteria 1)a; project No 2 meets criteria 3)b; project No 3 meets criteria 3)a.</i> 2. Regarding criteria 1)(a),(b) stated in Clause 3.1 (2) of Terms of Reference (Annex No 3 of Regulations "Legal services") Procurement Commission clarifies, that under definition "one project" will be considered one or several agreements on which bases employment law expert has provided regular employment law advice services during <u>one calendar year to 3 companies</u>. Total legal fee or billable hours <u>under these contract/s</u> with 3 companies during 12 months should be equal to or higher than 20 000 EUR, excluding VAT, or at least 200 (two hundred) billable hours.
2		Procurement Commission corrects technical mistake in telephone number of Senior

		<p>Lawyer Baiba Zauere indicated in Clause 2.8 (b) of Regulations as follows:</p> <p>"b) In aspects concerning subject-matter: Senior Lawyer Baiba Zauere, telephone: +371 22033033, e-mail address: baiba.zauere@railbaltica.org".</p>
3	<p>Clause 6 of Terms of Reference requires that all tenderers and their corresponding experts shall ensure absence of conflict of interests during implementation of any assignment. This includes any legally binding relations or any other kind of relations with parties which, e.g. files a complaint under the Public Procurement Law to the Contracting authority (and not limited to). Terms of Reference also provides that Lithuanian Railways (Lietuvos geležinkeliai) and its subsidiaries are a shareholders of RB Rail and national implementing body of Rail Baltica project. Taking into account the above, could you please clarify if requirements of Clause 6 of Terms of Reference:</p> <ol style="list-style-type: none"> 1. cover just any situations attributable directly to RB Rail, or do they cover Lithuanian Railways as well? 2. shall be applicable only during implementation of a specific assignment awarded on the basis of the framework agreement, or shall it be applicable during all period of the framework agreement in general? 	<ol style="list-style-type: none"> 1. Procurement Commission clarifies, that Clause 6 of Terms of reference covers all cases attributable to RB Rail AS and to all stakeholders of Rail Baltica Global project in situations where RB Rail AS could be affected directly or indirectly in relation with implementation of Rail Baltica Global Project. 2. Procurement Commission notes that according to Clause 6 of Terms of Reference and Clause 16 of Draft Framework Agreement Service Provider must ensure absence of conflict of interest during all period of the framework agreement.

Sincerely,

J.Lukševics

Procurement commission chairperson