***Answers to the questions from the interested suppliers No 5***

RB Rail AS presents the following answers to the questions received within open *competition “Expert services for Rail Baltica Global Project” ID No RBR 2020/8* until 21 May 2020 from the interested suppliers:

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| No | Questions | Answers |
| 1. | Chapter 6 of the tender documents („reimbursement of travel expenses”) does not indicate how accommodation costs are reimbursed. Is there an upper limit for accommodation costs? Do the invoices for flight and hotel costs have to be included in the travel expense report? | Procurement Commission clarifies that travel and accommodation expenses will be covered separately according to conditions stipulated in Clause No 6 of Technical specification (Annex No1 to Regulation). All travel and accommodation costs to be covered according to limits set in Clause No 6 of Regulation shall not be included in hourly rate.  Please introduce yourself with amended documents here <https://www.eis.gov.lv/EKEIS/Procurement/Edit/25650> . |
| 2. | Regarding the Annex 4, which explains the references necessary to apply for each lot, it is stated that at least two similar projects must be included. Please kindly clarify whether additional projects will be scored positively, or we should only include the requested minimum. | Procurement Commission clarifies that Tender is free to choose how many references include in proposal and he could indicate only the minimum number of compliant projects required by the specific point of Regulation.  Additional projects will not be scored with additional points.  Before indicating any project, please assess carefully it’s compliance with qualification requirements for the previous experience of the tenderer. |
| 3. | In the Framework Agreement on Expert Services for Rail Baltica Global Project, according with the points:  *4.7 General duty of participation. The Contractor has a right to reject the Principal’s Request for Assignment or Request for Proposal only in exceptional cases related to the current workload of the Contractor in relation to other Assignments in progress, or when the Contractor envisages that the implementation of a particular Assignment would result in a conflict with the requirements set in this Agreement, or in case of a conflict of interest as stated in Clause 4.9 of this Agreement. The decision of the Contractor to reject the Principal’s Request for Assignment or Request for Proposal shall be provided in writing by stating the reasons for such decision in sufficient detail.*  *4.3.2      After receiving a Request for Assignment, as soon as possible but not later than within 1 (one) Business Day, unless otherwise specified in the Request for Assignment, the Contractor shall respond by stating its availability to implement the Assignment by sending to the respective Principal a proposal to implement the Assignment. The proposal to implement an Assignment should be based on the proposed price (hourly rate) of the Contractor’s Proposal.*  *4.3.3      The Principal accepts the Contractor’s proposal to implement an Assignment by sending a request to draft the Assignment Order to the Contractor by email. The Contractor should draft the specific Assignment Order based on the information laid down in the specific Request for Assignment and its own proposal to implement an Assignment and align it with the Principal by e-mail. Aligned Assignment Order should be signed and sent to the Principal as soon as possible but not later than within the five (5) Business Days after receiving the request to draft it. The Assignment Order is first signed by the Contractor and then by the respective Principal*.  In the event that the Consultant could not accept the Assignment Order due to lack of resources at specific moment, or due to some incompatibility or a specific issue in relation with the required work, will it be possible for the Consultant to reject a specific Assignment Order? | Procurement Commission notes that cases when Consultant have rights to reject Principal’s Request for Assignment or Request for proposal are described under Clause 4.7 of Regulation. Each rejection notice should follow with justified explanation. |
| 4. | *According with the point 4.3.2. of the Framework Agreement on Expert Services:*  *4.3.2      After receiving a Request for Assignment, as soon as possible but not later than within 1 (one) Business Day, unless otherwise specified in the Request for Assignment, the Contractor shall respond by stating its availability to implement the Assignment by sending to the respective Principal a proposal to implement the Assignment. The proposal to implement an Assignment should be based on the proposed price (hourly rate) of the Contractor’s Proposal.*  According to the Section FRAMEWORK AGREEMENT ON EXPERT SERVICES FOR RAIL BALTICA GLOBAL PROJEC, Rail Baltica offers 1 day to offer a reply for the Task Orders. We consider this deadline insufficient to prepare the best possible and competitive offer. Therefore, we kindly request this deadline to be extended to 7 business days. | Procurement Commission clarifies that according to Clause No 4.3.2. of Draft Framework Agreement the Principal before issue of each Request for Assignment may set individual deadline when response stating availability to implement the Assignment shall be submitted. The time necessary to prepare and submit proposal will be set by Principal considering the workload necessary to prepare proposal for specific request for Assignment. Term 1 business day is just a minimum possible deadline which may be applied. It is expected that within 1 business day Contractor will respond on availability or rejection in general. |
| 5. | The FRAMEWORK AGREEMENT ON EXPERT SERVICES FOR RAIL BALTICA GLOBAL PROJECT (section 4.3. Procedure for direct award) refers to the negotiation procedure with the selected Consultant.  Is it defined how this negotiation will develop and what shall be the procedure in the event that the principal does not agree with the proposal? | Procurement Commission on 18 May 2020 has made decision to make amendments in Regulation and its Annexes, including also section 4.3. of Draft Framework Agreement. Please follow up to the latest updated version of the Regulation and its Annexes on web: <https://www.railbaltica.org/tenders/open-competition-expert-services-for-the-rail-baltica-global-project-identification-no-rbr-2020-8/> and <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/25650>. |
| 6. | We kindly request an extension of proposal submission deadline for two weeks in order to prepare high-quality and competitive proposal in accordance with our best practices and standards. | Procurement Commission on 18 May 2020 has made decision to make amendments in Regulation and its Annexes, submission deadline for proposals will be extended. Please follow up to the latest updated version of the Regulation and its Annexes on web: <https://www.railbaltica.org/tenders/open-competition-expert-services-for-the-rail-baltica-global-project-identification-no-rbr-2020-8/> and <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/25650>. |
| 7. | In relation to the Specific Requirements for the team of Experts requested in **Lot 1 Environment** please kindly clarify if it is necessary any Certification for the experts | Procurement Commission clarifies that specific requirements for experts to be involved in provision of particular Assignment order will be defined only before issue of Request for Assignment. If any certification will be asked by respective law, such requirement will be set. |
| 8. | In relation to the Specific Requirements for the team of Experts requested in **Lot 19 Road and utilities design**, please kindly clarify which Certification said experts must possess. | Procurement Commission clarifies that specific requirements for experts to be involved in provision of particular Assignment order will be defined only before issue of Request for Assignment. Please note, that according to Technical specifications requested areas could be field of road design, water and wastewater mains design, gas, bridge, tunnel and melioration needed. If any certification will be asked by respective law, such requirement will be set. |
| 9. | We note we are requested to provide references for each project. Can we please request that before our references are contacted, we are contacted first? | If Procurement Commission will consider checking any of indicated references, Commission shall be entitled to do it without prior alignment with the Tenderer. If Procurement Commission will find any differences between the information provided in proposal and information received from the reference contact person, in any case the Tenderer will have rights to provide clarifications. In any case the Tenderer is responsible for the correctness of the content of information provided in proposal. |
| 10. | We note the draft master contract (framework agreement). We assume there will be an opportunity to iterate some elements of this before being appointed and starting any work. Can you please confirm? | Procurement Commission notes that only insignificant iterations could be made in final version of Framework Agreement before signing it. Any amendments which could change economical balance or risk distribution between Contractor and Principal or affect participation of other potential suppliers in this competition, aren’t allowed after submission deadline of proposals for this competition. |
| 11. | We understand the Principals are 2 Latvian entities and 1 Estonian entity. The location of the services includes Lithuania, can the Principal confirm if RB Rail AS shall be the party requesting Orders to be performed in Lithuania? | Procurement Commission clarifies that location of provision of services includes Estonia, Latvia and Lithuania as well. RB Rail AS as one of the Principals could ask to deliver services in any of Baltic States. |
| 12. | Can the Principal confirm that the maximum Framework Budget of €8 177 000,00 is intended to cover the initial 36 month contract period? If the 12 month contract extension period is exercised, will the budget be adjusted accordingly? And, finally, can an indicative breakdown of the budget by lot be provided? | Procurement Commission clarifies, that Framework agreement is limited in budget and time. The contract expires when the contract period is reached, or total value of the contract is reached. Budget is estimated for 36 months period. According to Clause 3.4. of Draft Framework Agreement (Annex No 5 to Regulation) The Principal may extend the term of the Framework Agreement for additional 12 months if the total value of the Framework agreement will not be reached after 36 months period. Procurement Commission notes that estimated contract value is set for all lots what means that there is no limit for one particular lot except total value of the Framework Agreement.  Indicative budget per Lot will not be provided. |
| 13. | Section 6 references the reimbursement of travel expenses and provides a maximum value for return tickets. Shall the accommodation be arranged/ booked and paid directly by the Principal? In addition, will the be provided under the Request from the Principal? | Pease be informed that Procurement Commission on 20 May 2020 has announced amendments in Regulation and its Annexes. Please follow up to the updated version of the Regulation and its Annexes on web: <https://www.railbaltica.org/tenders/open-competition-expert-services-for-the-rail-baltica-global-project-identification-no-rbr-2020-8/> and <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/25650>. |
| 14. | 12.4 requires to present original documents and any documents issued out of Latvia to be legalised. Due to COVID situation legalisation of documents is difficult in a short timeframe. Can the Principal confirm if this is a requirement? | Please take a note that according to Clause 12.4. of Regulation the Tenderer may also submit derivatives (e.g. copies) of the documents issued by other authorities which are self-approved by the Tenderer, if it is applicable by the legislation of the respective country. |
| 15. | FRAMEWORK AGREEMENT:  In relation to the Assignment/ Proposal Order process:  o In accordance to Section 4.4.3. during a mini-competition process, the “most economically advantageous proposal” shall be the awarded one. However, 4.4.4 references the “Principal will choose the winner.. by comparing and evaluating the received proposals” (taking into consideration the criteria specified in the Request for Proposal that will follow the criteria under 4.4.4.1 to 4.4.4.4). Can the Principal provide further information around this criteria of award? Shall the Contractor expect any further criteria to be introduced through the Request for Proposal?  o In accordance to 4.7. “General duty of participation”: Can the Principal confirm if there are any additional circumstances that will allow the Contractor to reject a Request? | Procurement Commission clarifies that all evaluation criteria to be used for setting the most economically advantageous proposal” are generally described under Clause 4.4.4. of framework Agreement and no other criteria out of this frame will be used. Only combination of criteria and weight of each criterion could be different for each mini – competition procedure.  Procurement Commission clarifies that there are no other additional circumstances that could allow the Contractor to reject a request. In any case the decision of the Contractor to reject the Principal’s Request for Assignment or Request for Proposal shall be provided in writing by stating the reasons for such decision in sufficient detail and assessed by the Principal. |
| 16. | We appreciate there are some references to “Fee” (Section IX and most of the agreement) and “Service Fee” (referenced only under 2.7, 13.5 and 13.7). In addition there is an error under 9.2 and 9.3, and the definition under Annex A. (t) includes an error. Can the Principal confirm? | Procurement Commission appreciates your entering into Draft Framework Agreement conditions and informs that these technical errors have been fixed and amendments in Regulation and its Annexes has been made. Please follow up to the updated version of the Regulation and its Annexes on web: <https://www.railbaltica.org/tenders/open-competition-expert-services-for-the-rail-baltica-global-project-identification-no-rbr-2020-8/> and <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/25650>. |
| 17. | Section 12.8 mentions if the Agreement is terminated for “any other reason”, the Principal shall only pay the "COSTS" incurred by the Contractor rather than the "Fees". Why is there a reference to Costs rather than Fees? In addition, what will trigger a termination for “any other reason”? | Procurement Commission clarifies that “fee” according to Clause 9.1. of Draft Framework Agreement **is the total amount set forth in accordance with the Assignment Order** (the “Fee”). Fee shall include all Costs and expenses incurred by the Contractor and approved Sub-Contractors toward performing the particular Assignment, except VAT.  Clause 12.8. describes the Principal’s obligation to pay costs in cases of partial acceptance of deliverables or in specific cases of termination of the Agreement. It means if delivered services are delivered and accepted partly by the Principal or Agreement is terminated during the completion of an assignment order, Principal is obligated to pay costs incurred till the termination. |
| 18. | ANSWERS TO QUESTIONS FROM THE INTERESTED SUPPLIERS No 3:  Answer number 3. We understand the Principal expects further discounts to be offered during Mini-Competition stage as referenced on the answer “maximum hourly rate may be decreased depending on tasks and teams of experts involved”/ Can the Principal provide further context around how this process shall be considered? | Procurement Commission clarifies, that According to Section IV (Appointment of an Assignment) of Draft Framework Agreement, Contractor is allowed to reduce hourly rate taking into account assignment specifics, particular workload needed to perform the services and qualification of the key experts to be involved in the provision of services.    Please take a look on Sections 4.3. and 4.4. where procedures for direct award and for mini competitions are described. |

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