

REGULATIONS

FOR THE OPEN COMPETITION

**“RELIABILITY, AVAILABILITY, MAINTAINABILITY AND SAFETY (RAMS)
CONSULTANCY SERVICES”**

(IDENTIFICATION NO RBR 2020/12)



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

Riga
2020

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1. ABBREVIATIONS AND TERMS

- 1.1. **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures;
- 1.2. **Contract** - signed agreement between Contracting authority and a Contractor to provide services defined in this agreement;
- 1.3. **Contracting authority** (also the Contracting entity) - the joint stock company RB Rail AS, registration number 40103845025, legal address: Kr. Valdemāra iela 8-7, Riga, LV-1010, Latvia;
- 1.4. **Contractor** - service provider awarded the right to enter into the Contract in Open competition to provide services in accordance with requirements stipulated in Regulations and Contract;
- 1.5. **Identification number** – designation which includes the abbreviation of the name of the Contracting authority (the first capital letters), the relevant year and the procurement sequence number in ascending order (RBR 2020/12);
- 1.6. **Open competition (also the Procurement)** - a procurement procedure "Reliability, availability, maintainability and safety (RAMS) consultancy services" (identification number: RBR 2020/12) in which all interested Suppliers are entitled to submit their Proposals;
- 1.7. **Procurement commission** – commission the composition of which has been established by the joint stock company RB Rail AS, order No 1.9-13 dated 21 July 2020, issued by the Management Board of joint stock company RB Rail AS;
- 1.8. **Proposal** - documentation package the Tenderer submits to participate in the Open competition;
- 1.9. **Regulations** – regulations of the Open competition "Reliability, availability, maintainability and safety (RAMS) consultancy services" (identification number: RBR 2020/12), as well as all the enclosed annexes;
- 1.10. **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof which offers to perform works, supply products or provide services accordingly;
- 1.11. **Tenderer** – a Supplier which has submitted a Proposal.

2. GENERAL INFORMATION

- 2.1. The identification number of the Open Competition is No RBR 2020/12.
- 2.2. The applicable CPV code is 71300000-1(Engineering services), additional CPV codes are: 71311230-2 (Railway engineering services) and 71311300-4 (Infrastructure works consultancy services).
- 2.3. The Open competition is co-financed by the Contracting authority and Connecting Europe Facility (CEF).
- 2.4. This open competition is organised in accordance with the Public Procurement Law of Republic of Latvia in effect on the date of publishing the contract notice and is provided in accordance with order established in Cabinet of Minister Rules No.107 on Conducting procurement procedures and design contests (**lepirkuma procedūru un metu konkursu norises kārtība**) of 28 February 2017.
- 2.5. Open competition is carried out using E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier>) which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EIS/>).
- 2.6. The Regulations is freely available on Contracting authority's profile in the E-Tenders system at webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/42456> and the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.7. **Amendments to the Regulations and answers to Suppliers' questions shall be published on Contracting authority's profile in the E-Tenders system at webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/42456> and the Contracting authority's webpage <http://railbaltica.org/tenders/>. It is the Supplier's responsibility to constantly follow the information published on the webpages and to take it into consideration in preparation of its Proposal.**
- 2.8. Contact person of the Contracting authority for Open competition is Procurement Specialist - Lawyer, Natalja Vjatkina, telephone: +371 29817419, e-mail address: natalja.vjatkina@railbaltica.org.

- 2.9. The exchange of information between the Procurement commission and the Supplier shall be in writing (by sending documents electronically via e-mail or using E-Tenders system) in English (if information is submitted in Latvian, it shall be accompanied by a translation into English).
- 2.10. If the Supplier does not have access to the E-Tenders system, the Supplier shall follow the guidance for obtaining access to the system available on the Contracting authority's website at <http://www.railbaltica.org/procurement/e-procurement-system/>.
- 2.11. The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing via the E-Tenders system or (in case the Supplier does not yet have access to the system) by sending it to the Procurement commission electronically via e-mail (see Section 2.8 of the Regulations). Any additional information must be requested in a timely fashion, so that the Procurement commission can reply on time - no later than 6 (six) days prior to the deadline of the Proposal submission. The Procurement commission shall provide response within 5 (five) business days from the day of receipt of the request from the Supplier.
- 2.12. The Supplier covers all expenses which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances will the Contracting authority be liable for compensation of any costs and damages related to the preparation and submission of the Proposal (including, *inter alia*, costs associated with any site visits) **or the Supplier's participation in the Procurement exercise.**

3. THE RIGHTS OF THE PROCUREMENT COMMISSION

- 3.1. 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.
- 3.2. 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.
- 3.3. During of Proposal assessment, the Procurement commission has the right to demand that the included information is clarified.
- 3.4. If the Procurement commission determines that the information about the Tenderer, its subcontractors and persons upon whose capacity the Tenderer is relying that is included in the submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies or expands the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required 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. The Procurement commission has the right to reject all Proposals which are found not to comply with the requirements of the Procurement documentation.

4. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

- 4.1. The Procurement commission ensures the process documentation of the Open competition.
- 4.2. The Procurement commission ensures free and direct electronic access to the Open competition documents on Contracting authority's **profile at the E-Tenders system's webpage** <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/42456> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 4.3. If an interested Supplier has in a timely fashion in writing by post or electronically (including via E-Tenders system), or delivering in person requested additional information about the requirements included in Open competition 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) business days but not later than 6 (six) days before the deadline for submitting Proposals. Simultaneously with sending this information to the Supplier who had asked the question, the Contracting authority publishes this information on Contracting **authority's profile** in the E-Tenders **system's webpage** <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/42456> and on its webpage

<http://railbaltica.org/tenders/> where Open competition documents are available, indicating the question asked.

- 4.4. If the Contracting authority has amended the Open competition documents, it publishes this information on Contracting **authority's profile** in the **E-Tenders system's webpage** <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/42456> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> where Open competition documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication. If Supplier wishes to receive relevant updates/notifications by email regarding the Procurement exercise (e.g. when amendments to the procurement package documentation are published), Supplier shall register as an interested supplier on the E-Tenders system for the particular Procurement exercise accordingly.
- 4.5. 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. During the time from the deadline of submission of Proposals until the opening of the Proposals the Contracting authority does not disclose any information regarding the existence of other Proposals therefore. During the time of Proposal assessment, the Contracting authority does not disclose any information regarding the assessment process until the announcement of the results.
- 4.6. The Procurement commission assesses the Tenderers and their Proposals based on the Public Procurement Law, Open competition documents, as well as other applicable regulatory enactments.
- 4.7. The Procurement commission prepares a report on the Open competition and publishes it on Contracting **authority's profile** in the **E-Tenders system's webpage** <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/42456> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> within 5 (five) business days from the day when the decision about the results of the Open competition is made.

5. THE RIGHTS OF THE TENDERER

- 5.1. The Tenderer has the right to submit registration documents for the Electronic Procurement System (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/>).
- 5.2. The Tenderer can request and within 3 (three) business days after submitting the request receive a copy of the Proposal opening sheet which is an annex to the Proposal opening session minutes.
- 5.3. If the Contracting authority gets the necessary information about the Tenderer directly from a competent institution, through **data bases or other sources and the Tenderer's submitted information** differs from information obtained by the Contracting authority, the Tenderer in question has the right to submit evidence to prove the correctness of the information the Tenderer has submitted, if the information obtained by the Contracting authority does not conform to the factual situation.
- 5.4. 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, Article 68, regarding the Tenderer selection requirements, Technical specification or other requirements relating to Open competition, or relating to the activities by the Contracting authority or the Procurement commission during the Open competition.

6. SUBJECT-MATTER OF THE OPEN COMPETITION

- 6.1. The subject-matter of the Procurement is provision of **Reliability, availability, maintainability and safety (RAMS) consultancy services** (hereinafter – Services). Services must be provided in accordance with **Annex No 1** "Technical specification".
- 6.2. The subject-matter is not divided into parts. The Tenderer shall submit a Proposal for the entire Procurement.
- 6.3. The delivery of the Services will take place in Latvia.
- 6.4. Period of provision of Services is 12 (twelve) months.

6.5. The Tenderer is not allowed to submit variants of the Proposal. If variants of the Proposal are submitted, then the Proposal will not be reviewed.

7. TENDERER

7.1. The Proposal can be submitted by:

7.1.1. A Supplier who is a legal or natural person (hereinafter – the Tenderer) which offers on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers;

7.1.2. A group of Suppliers (hereinafter also – the Tenderer, partnership) which offer on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers:

7.1.2.1. A group of Suppliers who have formed a partnership for Open competition. In this case all the members of the partnership shall be listed in Annex No 2 “**Application for participating in the Open competition**”. **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 the Civil Law of the Republic of Latvia, 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 the Commercial Law of the Republic of Latvia (hereinafter – the Commercial Law), Division IX and X) and notify the Contracting authority in writing;

7.1.2.2. An established and registered partnership (a general partnership or a limited partnership within the meaning of the Commercial Law, Division IX and X) which complies with the selection criteria for Tenderers.

8. SELECTION CRITERIA FOR TENDERERS

8.1. Exclusion grounds

Before making the decision to award the contract signing rights, Contracting Authority shall verify whether the Tenderer, to whom the contract signing rights should be awarded, is not a subject for exclusion grounds set in the Article 42 of Public Procurement Law of Republic of Latvia. 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 ¹ |
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| 1. | <p>Within previous 3 (three) years before submission of the Proposal the Tenderer or a person who is Tenderer’s management board or supervisory board 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 organization or in an organized group included in the criminal organization or other criminal formation, or participation in</p> | <ul style="list-style-type: none"> - For a Tenderer and a person who is Tenderer’s management board or supervisory board 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, who is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer and a person who is Tenderer’s management board or supervisory board 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, who is registered or residing outside of Latvia the Tenderer shall submit an appropriate |

¹ There is no obligation to submit documents, unless specifically requested by the Procurement commission.

| No | Requirement | Documents to be submitted ¹ |
|----|--|--|
| | criminal offences committed by such an organization, b) bribe-taking, bribery, bribe misappropriation, intermediation in bribery, unauthorized participation in property transactions, taking of prohibited benefit, commercial bribing, unlawful claiming of benefits, accepting or providing of benefits, trading influences, c) fraud, misappropriation or money-laundering, 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, e) human trafficking, f) evasion from payment of taxes or similar payments. | statement from the competent authority of the country of registration or residence. |
| 2. | It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the procurement contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions exceeding 150 euro in total in any of the countries. | <ul style="list-style-type: none"> - For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer registered or residing outside of Latvia Tenderer shall 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"> - For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. |
| 4. | 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 Tenderer. 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: | No obligation to submit documents, unless specifically requested by the Procurement commission. |

| No | Requirement | Documents to be submitted ¹ |
|----|---|---|
| | <p>a) If he or she is a current and/or an ex-employee, official, shareholder, procura holder or member of a Tenderer or a subcontractor which is legal person and if such relationship with the legal person was terminated within the last 24 (twenty-four) months;</p> <p>b) If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – relative) of a Tenderer's or subcontractor's, which is a legal person, shareholder who owns at least 10% of the shares in a joint-stock company, shareholder in a limited liability company, procure holder or an official;</p> <p>c) If he or she is a relative of a Tenderer or a subcontractor which is a natural person.</p> <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 documents does not restrict competition.</p> | <p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p> |
| 6. | <p>Within the previous 12 (twelve) months before submission of the Proposals by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed 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"> - For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence or other objective proof of good standing. For example, a link to the database of the competent authority's public database (website) listing all its decisions and validity thereof (provided that access to any such database/website is free of charge to the Contracting authority). |
| 7. | <p>Within the previous 3 (three) years before submission of the Proposals by such a decision of a competent authority, a court judgment or</p> | <ul style="list-style-type: none"> - For a Tenderer registered or residing in Latvia Contracting authority shall verify the |

| No | Requirement | Documents to be submitted ¹ |
|-----|--|--|
| | <p>a public prosecutor's order which has entered into force and may not be challenged and appealed Tenderer has been found guilty and is punished for a violation manifested as employment of one or more persons who 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> | <p>information itself in publicly available databases.</p> <ul style="list-style-type: none"> - For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. |
| 8. | <p>Within the previous 12 (twelve) months before submission of the Proposals by such a decision of a competent authority, a court judgment or a public prosecutor's order which has entered into force and may not be challenged and appealed Tenderer has been found guilty and is punished for 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.</p> | <ul style="list-style-type: none"> - For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself from publicly available databases. - For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. |
| 9. | <p>The Tenderer has provided false information to prove its compliance with provisions of this Section 8.1 of the Regulations or qualification criteria or has not provided the required information at all.</p> | <p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p> |
| 10. | <p>The Tenderer is a registered offshore² company (legal person) or offshore association of persons.</p> | <ul style="list-style-type: none"> - For a Tenderer which is registered in Latvia Contracting authority shall verify the information itself in publicly available databases. - For the Tenderer and each member of the partnership (if Tenderer is an unregistered partnership) which is a legal person registered 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. |
| 11. | <p>The owner or shareholder (with more than 25% of share capital) of the Tenderer who is registered in Republic of Latvia, is a registered offshore company (legal person) or offshore association of persons.</p> | <ul style="list-style-type: none"> - For a Tenderer which is registered in Latvia: <ul style="list-style-type: none"> • Contracting authority shall verify the information itself in publicly available databases; • if such information by publicly available data bases is not provided, Tenderer shall submit self – declaration which approves fact that there are no registered owners or |

² **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 ¹ |
|-----|---|--|
| | | shareholders of the Tenderer (with more than 25% of share capital) who are registered offshore. |
| 12. | The subcontractors indicated by the Tenderer whose share of services is equal to or exceeds 10% of the Contract price or person on whose capacities Tenderer is relying, is a registered offshore company (legal person) or offshore association of persons. | <ul style="list-style-type: none"> - For a subcontractor whose share of services is equal to or exceeds 10% of the Contract price or person on whose capacities Tenderer is relying which is registered in Latvia Contracting authority shall verify the information itself in publicly available databases; - For a subcontractor or person on whose capacities 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. |
| 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 management board or supervisory board member, beneficial owner³, 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) member of the partnership or a person who is the partnership’s management board or supervisory board member, beneficial owner⁴, person with representation rights or a procura holder (if the Tenderer is a partnership),</p> <p>and such sanctions can affect the execution of the Procurement contract.</p> | <ul style="list-style-type: none"> - For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself from the Register of Enterprises of the Republic of Latvia. - For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence with all the information necessary for the examination regarding the Tenderer or a member of the partnership (if the Tenderer is a partnership), including but not limited, information about beneficial owner or the fact that there is no possibility to find out the beneficial owner. |

³ **Beneficial owner:** a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:

a) regarding legal persons - a natural person who owns, in the form of direct or indirect shareholding, more than 25 per cent of the capital shares or voting stock of the legal person or who directly or indirectly controls it;

b) regarding legal arrangements - a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement.

⁴ Ibid.

8.2. 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), a person on whose abilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10% of the contract value must be registered, licensed or certified in the Registry of Enterprises or Registry of Inhabitants, or other register in a country where the Tenderer is registered or residing, if the legislation of the respective country requires registration, licensing or certification of natural or legal persons in order to provide respective services. | <ul style="list-style-type: none"> - For a Tenderer which is a legal person (or a member of a partnership, a person on whose abilities a Tenderer relies to certify its compliance, 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. - For a Tenderer which is a natural person (or a member of a partnership, a person on whose abilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10% of the contract value) – a copy of an identification card or passport and certificate or similar document. - For a Tenderer (or a member of a partnership, a person on whose abilities a Tenderer relies to certify its compliance, 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, licensing or certification of legal persons in the country of their residence and <u>wherefrom at least the fact of registration, licensing or certification, information about shareholders, board or supervisory board members, beneficial owners, officials and procura holders, persons who are authorised to represent the Tenderer in operations in relation to a branch (if any) can be determined.</u> - If a proposals is submitted by a partnership, the Proposal shall include an agreement of cooperation (or letter of intention to enter into such agreement) signed by all members on the participation in the procurement, which lists responsibilities of each of every partnership member and a commitment to fulfil the procurement contract in the respective area, 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. - 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 is relying or a sub-contractor (powers of attorney, authorization agreements etc.) must be included. |

| No | Requirement | Documents to be submitted |
|----|--|---|
| 2. | <p>The representative of the Tenderer, a member of the partnership or a person on whose capacity Tenderer relies who has signed documents contained in the Proposal shall have the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer.</p> | <ul style="list-style-type: none"> - A document confirming the right of signature (representation) of the representative of the Tenderer, a member of the partnership or a person on whose capacity Tenderer relies who signs documents contained in the Proposal. For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies which is a legal person registered in Latvia the Contracting authority shall verify the information itself in publicly available databases. - If the Tenderer, a member of the partnership or a person on whose capacity Tenderer relies submits a power of attorney (original or a copy certified by the Tenderer) additionally there shall be submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer, a member of a partnership or a person on whose capacity Tenderer relies respectively. |

8.3. Economic and financial standing

| No | Requirement | Documents to be submitted |
|----|---|--|
| 1. | <p>Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly) financial turnover within the last 3 (three) financial years (2017, 2018, 2019) is not less than 400 000 EUR (four hundred thousand euros) per year.</p> <p>In the event the average annual financial turnover of a limited partner of the limited partnership (within the meaning of The Commercial Law, Division X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized 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"> - Filled and signed Annex No 3 "Confirmation of the Tenderer's financial standing" (by the Tenderer or each member of the partnership) or entity on whose capabilities the Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract). - Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2017, 2018, 2019, showing the turnover of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract. - If annual financial statement for financial year 2019 is not available yet, Tenderer shall submit other documents showing the annual financial turnover and values of the Tenderer for the financial year 2019. - For a limited partnership (within the meaning of the Commercial Law, Division X) - an additional document evidencing the amount of the investment by the limited partner (the partnership agreement or a document with a similarly binding legal effect). |

| No | Requirement | Documents to be submitted |
|----|--|---|
| | | <ul style="list-style-type: none"> - If the previous 3 (three) reporting years of the Tenderer differ from the years specified in this Section 8.3.1 of the Regulations (2017, 2018, 2019), the financial turnover necessary must be indicated for the Tenderer's previous 3 (three) reporting years. - If the Proposal is submitted by a partnership, Tenderer shall indicate the member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations. - If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see the Section 9 of the Regulations for detailed information). |
| 2. | <p>The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose capacity 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 other entity on whose capacity 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 financial year (2019) liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 (one) and shall have positive equity.</p> | <ul style="list-style-type: none"> - Filled and signed Annex No 3 “Confirmation of the Tenderer's financial standing”. - Audited or self-approved (if the audited annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statement for financial year 2019, showing the balance and calculation that proves liquidity ratio and positive equity. - If annual financial statement for financial year 2019 is not available yet, Tenderer shall submit other documents showing the annual financial turnover and values of the Tenderer for the financial year 2019. - If the Tenderer is a partnership, Tenderer shall indicate the member of the partnership on whose capacity it relies to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, including this information in the agreement of cooperation or letter of intent to enter into agreement or in any other similar document, signed by all parties involved and submits it along with the Proposal (please see Section 9 of the Regulations for detailed information). - If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, Tenderer along with the Proposal submits |

| No | Requirement | Documents to be submitted |
|----|-------------|---|
| | | confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see Section 9 of the Regulations for detailed information). |

8.4. Technical and professional ability

| No | Requirement | Documents to be submitted |
|----|---|---|
| 1. | <p>Within the last 10 (ten) years (from 2010) until the date of submission of the Proposal the Tenderer has gained experience at least in 3 (three) railway infrastructure projects⁵ for HSL⁶ or conventional, or MRT system⁷ or LRT⁸ system where the Tenderer was appointed as a main RAMS⁹ contractor¹⁰ in charge of defining the project RAMS policy and of delivering the RAMS studies for the project.</p> <p>Each reference Railway infrastructure project shall comply with following criteria:</p> <ul style="list-style-type: none"> - New railway line construction or upgrading of existing railway infrastructure covering all railway systems according to CENELEC 50126, 50128, 50129 or equivalent standards; - The experience of the Tenderer covered design construction, integration and validation phases according to CENELEC 50126, 50128, 50129 or equivalent standards; a) The experience of the Tenderer included the delivery of system RAMS documentation, as system RAM plan, system safety plan, system hazard analysis, FMECA¹¹ according to CENELEC 50126, 50128, 50129 or equivalent standards. | Filled and signed Annex No 4 “Description of the Tenderer’s experience” where the Tenderer’s experience is clearly specified |
| 2. | The Tenderer shall have a certified quality management system. | Provide a certificate or statement that the Tenderer has a quality management system compliant with ISO 9001:2015 (or newer version) or equivalent. |

8.5. Technical and professional ability of the key experts

8.5.1. The Tenderer shall propose group of persons (Key-experts) named in the table below Key-experts shall meet all qualification requirements established in the table below for the respective expert. **Key-experts named below in the table cannot serve several roles.** Experience can be obtained in the one or several compliant reference projects. If the Key-expert certifies its experience with the project / contract where all works / services (out of the scope of Key-expert’s experience) have not been

⁵ If the Tenderer certifies its experience with the project / contract where all works/services (out of the scope of Tenderer’s experience) have not been completed yet (project / contract is ongoing), please specify date of approval of the respective services provided (experience obtained) by the Tenderer.

⁶ High Speed line

⁷ Mass Rapid Transit

⁸ Light Rail Transit

⁹ Reliability, availability, maintainability and safety

¹⁰ Tenderer can be a main RAMS contractor in charge of defining the project RAMS policy and of delivering the RAMS studies (hereinafter - RAMS services) contract or a subcontractor in wider scope service contract where Tenderer is a RAMS subcontractor specifically for the RAMS services

¹¹ Failure mode, effects, and criticality analysis

completed yet (project / contract is ongoing), date of approval of the respective services provided (experience obtained) by the Key-expert to be specified/indicated in the Annex No 5.

| No | Requirement | Documents to be submitted |
|----|---|---|
| 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 ¹²) in understanding, speaking and writing. | - Self-declared information about each key expert’s language skills in Annex No 5 of the Regulations. |
| 2. | <p>Team lead, RAMS manager meeting the following minimal requirements:</p> <p>a) within the previous 10 (ten) years (2010 until submission of the Proposal) has obtained experience as RAMS manager in at least 2 railway infrastructure projects for HSL¹³ or conventional, or MRT¹⁴ or LRT¹⁵. The reference Railway infrastructure project shall include at least the following systems:</p> <ul style="list-style-type: none"> ▪ Control Command and Signalling or ▪ Traction power supply. <p>b) Experience as RAMS manager in the reference Railway infrastructure project shall include the following responsibilities:</p> <ul style="list-style-type: none"> ▪ planning and implementation of RAMS activities for the Project, ▪ Preparation of the system definition, RAM Plan and Safety plan, ▪ Planning and delivery of safety cases. | - Filled and signed Annex No 5, section “Experience of the team lead, RAMS manager” |
| 3. | <p>Key Safety engineer/expert for systems meeting the following minimal requirements:</p> <p>a) within the previous 10 (ten) years (2010 to until submission of the Proposal) has obtained experience as Safety engineer/expert in at least 2 railway projects for HSL¹⁶, or conventional, or MRT¹⁷ or LRT¹⁸. The reference Railway infrastructure project proposed by the Tenderer shall include at least the following systems:</p> <ul style="list-style-type: none"> ▪ Control Command and Signalling or ▪ Traction power supply. <p>b) Experience as Safety engineer/expert shall correspond to the following responsibilities</p> <ul style="list-style-type: none"> ▪ Leading of System Hazard analysis, | - Filled and signed Annex No 5, section “Experience of the Key Safety engineer/expert” |

¹² See <https://europa.eu/europass/en/common-european-framework-reference>

¹³ Please refer to footnote No 6

¹⁴ Please refer to footnote No 7

¹⁵ Please refer to footnote No 8

¹⁶ Please refer to footnote No 6

¹⁷ Please refer to footnote No 7

¹⁸ Please refer to footnote No 8

| No | Requirement | Documents to be submitted |
|----|---|--|
| 4. | <ul style="list-style-type: none"> ▪ Definition and management of requirements, ▪ Establishing safety cases. <p>Key RAM engineer/expert meeting the following minimal requirements:</p> <p>a) within the previous 10 (ten) years (2010 until submission of the Proposal) has obtained experience as RAM engineer in at least 2 railway infrastructure projects for HSL¹⁹ or conventional, or MRT²⁰ or LRT²¹. The reference Railway infrastructure project proposed by the tenderer shall include at least the following systems:</p> <ul style="list-style-type: none"> ▪ Control Command and Signalling or ▪ Traction power supply. <p>b) Experience as RAM engineer/expert shall correspond to the following responsibilities</p> <ul style="list-style-type: none"> ▪ Leading of System RAM analysis, ▪ Definition of RAM requirements, ▪ Establishing RAM validation report. | <ul style="list-style-type: none"> - Filled and signed Annex No 5, section "Experience of the Key RAM engineer/expert" |
| 5. | <p>Key Safety engineer for railway structures²² meeting the following minimal requirements:</p> <p>a) within the previous 10 (ten) years (2010 until submission of the Proposal) has obtained experience as Safety engineer/expert in at least 2 railway infrastructure projects for HSL²³ or conventional, or MRT²⁴ or LRT²⁵.</p> <p>a) Experience as Safety engineer for railway structures shall correspond to the following responsibilities</p> <ul style="list-style-type: none"> ▪ Leading implementation of CSM²⁶ for the railway structures part, ▪ Definition and management of requirements. | <ul style="list-style-type: none"> - Filled and signed Annex No 5, section "Experience of the Key Safety engineer for railway structures" |

8.6. Information, provided in the Proposal to prove the compliance with above-mentioned requirements for Economic and financial standing (Section 8.3 of the Regulations), Technical and professional ability (Section 8.4 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 to decide regarding Tenderer's compliance with the qualification requirements**. The Tenderer shall remain fully responsible for the provision of sufficiently detailed

¹⁹ Please refer to footnote No 6

²⁰ Please refer to footnote No 7

²¹ Please refer to footnote No 8

²² Railway structure - railway overpass, road overpass, railway bridge, railway tunnel

²³ Please refer to footnote No 6

²⁴ Please refer to footnote No 7

²⁵ Please refer to footnote No 8

²⁶ Common Safety Method

information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulations.

- 8.7. Notices and other documents mentioned in the Section 8.1 of the Regulations 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 particular notices and documents. Notices and other documents mentioned in the Section 8.1 of the Regulations 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 submission of notices and documents, if the issuer of the notice or document has not set shorter period of validity.
- 8.8. If the documents with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 8.1 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 8.1 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. sworn-statements, declarations on oath etc.), the Tenderer must provide (indicate) legal grounds to law or enactment in accordance with such statements or declarations an oath has been given.
- 8.9. If the Tenderer complies with any of the exclusion grounds mentioned in Section 8.1 of the Regulations (except Section 8.1.2, 8.1.10 – 8.1.13 of the Regulations), the Tenderer indicates this fact in Annex No 2 "Application for participation in the Open competition".
- 8.10. The Tenderer to certify that it complies with the selection criteria for Tenderers may submit the European single procurement document (hereinafter - ESPD) as initial proof. This document must be submitted electronically and for each person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations and for each of their indicated subcontractors the share of whose work is equal to or exceeds 10 % (ten percent) of the value of the Contract, but if the Tenderer is a partnership – for each member thereof. To fill in the ESPD the Tenderer uses the "ESPD.xml" file at the Internet webpage <http://espd.eis.gov.lv/>.

9. RELIANCE ON THE CAPACITY OF OTHER PERSONS

- 9.1. For the fulfilment of the specific contract, to comply with the selection requirements for the Tenderers relating to the economic and financial standing and technical and professional capacity, Tenderer may rely on the capacity of other persons regardless of the legal nature of their mutual relationship. In this case:
 - 9.1.1. The Tenderer indicates in the Proposal all persons on whose capacity it relies by filling in the table which is attached as Annex No 6 "A list of other entities on whose capabilities Tenderer relies" 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.
 - 9.1.2. Documents on cooperation and passing of resources must 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 Tenderer will in fact use the resources of such person upon whose capacity it relies.
 - 9.1.3. The Contracting authority shall require joint and several liability for the execution of the Contract between the:
 - 9.1.3.1. Tenderer and a person on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract;

- 9.1.3.2. Each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying and who will be financially and economically responsible for fulfilment of the Contract.
- 9.2. The Contracting authority shall evaluate the person on whose capacity Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 8.1.1 - 8.1.8 and Section 8.1.12 - 8.1.13 of the Regulations. In case such person will comply with any of the exclusion grounds which are mentioned in Section 8.1.1- 8.1.8, 8.1.12 and 8.1.13 of the Regulations the Contracting authority shall request 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.

10. SUBCONTRACTING

- 10.1. The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by filling in the table which is attached as Annex No 7 "A list of **subcontractors**".
- 10.2. The Contracting authority shall evaluate the subcontractor of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8.1.2 – 8.1.8 and Sections 8.1.12 to 8.1.13 of the Regulations. In case such subcontractor whose share of services is equal to or exceeds 10% of the Contract price, will comply with any of the exclusion grounds which are mentioned in Section 8.1.2 – 8.1.8, 8.1.12 and Section 8.1.13 of the Regulations, the Contracting authority shall request 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.

11. FINANCIAL PROPOSAL

- 11.1. The Financial proposal shall be submitted as part of Annex No 8 "**Financial proposal**" of Regulations.
- 11.2. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the specific services, that can be reasonably estimated, except Value Added Tax (hereinafter – VAT), including but not limited to:
- 11.2.1. cost of business trips, time of consultants and daily allowance,
 - 11.2.2. field research,
 - 11.2.3. purchase of external materials and researches,
 - 11.2.4. purchase of external experts if applicable.
- 11.3. Tenderer shall include any travel expenses (if any arise) in proposed contract price. Contracting **authority won't** additionally reimburse any travel expenses incurred by Tenderer during the provision of Services.
- 11.4. The costs shall be specified in EUR.
- 11.5. The costs must be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.
- 11.6. The prices are fixed for all the term of the fulfilment of the Contract and are not recalculated, except in cases stipulated in the Contract (if any).

12. CONTENTS AND FORM OF THE PROPOSAL

- 12.1. Proposal must be submitted electronically in E-Tenders subsystem of the Electronic Procurement System in accordance with the following options for the Tenderer:
- 12.1.1. by using the available tools of E-Tenders subsystem, filling the attached forms of the E-Tenders subsystem for Procurement procedure;

- 12.1.2. 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);
 - 12.1.3. by encrypting electronically prepared Proposal outside of E-Tenders subsystem with data protection tools provided by third parties, and protection with electronic key and password (in this situation, 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 by the Contracting authority).
- 12.2. During preparation of the Proposal, Tenderer shall respect the following requirements:
- 12.2.1. Each document mentioned in Section 12.3 of the Regulations must be filled separately, each in a separate electronic document in line with forms attached to Procurement on Contracting authority's profile in E-Tenders subsystem (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/42456>) in a Microsoft Office 2010 (or later) format and attached to the Procurement;
 - 12.2.2. 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, Financial proposal and other documents separately. Proposal (its parts, if signed separately) are signed by authorized person, including authorization document (e.g. power of attorney).
- 12.3. Proposal shall contain the following parts and documents/forms :
- 12.3.1. Application for participating in the Open competition in accordance with Annex No 2;
 - 12.3.2. Technical proposal in accordance with Annex No 1 and requirements set in Section 18.1;
 - 12.3.3. Description of Tenderers experience in accordance with Annex No 4;
 - 12.3.4. Financial proposal in accordance with Annex No 8;
 - 12.3.5. Confirmation of Tenderers financial standing in accordance with Annex No 3;
 - 12.3.6. Information and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers (set in Section 8 of the Regulations), or the corresponding ESPD;
 - 12.3.7. Information and documents relating to other entities on whose capacity Tenderer is relying (in accordance with Annex No 6), or the corresponding ESPD;
 - 12.3.8. Information and documents relating to subcontractors (in accordance with Annex No 7) and/or the corresponding ESPD;
 - 12.3.9. Document (documents proving relevant experience) confirming compliance of the Tenderer with the evaluation criteria for the Tenderers set in Section 19.4.2.2.1. of the Regulations;
 - 12.3.10. Filled in Annex No 5 "**Description of the Expert's experience**" and signed by the relevant Key expert confirming compliance of the Tenderer with the evaluation criteria for the Tenderers set in Section 8.5. and 19.4.2.2.1. of the Regulations.
- 12.4. 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 Tenderer shall submit only such original documents which have legal force. For the document to gain legal force it must be issued and formatted in accordance with the Law on Legal Force of Documents of the Republic of Latvia (<https://likumi.lv/ta/en/id/210205-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 of the Republic of Latvia (<https://likumi.lv/ta/en/en/id/155411-document-legalisation-law>). Public documents issued abroad can be self-approved by the Tenderer, if it is applicable by the legislation of the respective country. When submitting the Proposal, the Tenderer has the right to certify the correctness of all **submitted documents' derivatives and translations with one certification.**
- 12.5. 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.
- 12.6. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/28533>.

- 12.7. The Proposal must be submitted in a written form in English or Latvian (if submitted in Latvian, translation in English of the Proposal must be provided together with the Proposal).

13. ENCRYPTION OF THE PROPOSAL INFORMATION

- 13.1. E-Tenders system which is a subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the Proposal documents.
- 13.2. If the Tenderer applied additional encryption to the information in the Proposal (according to Section 12.1.3 of the Regulations), Tenderer must provide the Procurement commission with the electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after the deadline of the Proposal submission.

14. SUBMISSION OF A PROPOSAL

- 14.1. The Proposal (documents referred to in the Section 12.3 of the Regulations) shall be submitted electronically using the E-Tenders system available at <https://www.eis.gov.lv/EKES/Supplier/Procurement/42456> by:

14 September_ 2020 till 15:00 o'clock (Time Zone EEST (Eastern European Summer time), Riga (Latvia)).

- 14.2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals by using the E-Tenders system.
- 14.3. Only Proposals submitted via E-Tenders system will be accepted and evaluated for participation in the Open competition. Any Proposal submitted outside the E-Tenders system will be declared as submitted in a non-compliant manner and will not participate in the Open competition.

15. OPENING OF PROPOSALS

- 15.1. The Proposals will be opened on the E-Tenders system on 14 2020 starting at 15:00 (Time Zone EEST (Eastern European Summer time), Riga (Latvia)) during the opening session. On the E-Tenders system it is possible to follow the opening of submitted Proposals online.
- 15.2. 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 the E-Tenders system.
- 15.3. 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 on E-Tenders system and Contracting authority's webpage.

16. VERIFICATION OF PROPOSALS FOR COMPLIANCE

- 16.1. Following of the opening of Proposals Procurement commission shall proceed with the verification of compliance of Proposals received and opened in accordance with the opening procedure.
- 16.2. The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in Section 12 of the Regulations and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.
- 16.3. In accordance with Paragraph 16 of the Cabinet regulations No 107 of 28 February 2017 "Procedures for Procurement Procedures and **Design Contests**" Procurement commission is entitled to carry out the eligibility check only of the Tenderer to whom the Contract should be awarded.

17. VERIFICATION OF FINANCIAL PROPOSALS

- 17.1. The Procurement commission verifies whether Tenderers have completed Annex No 8 "Financial proposal" in accordance with the requirements.

- 17.2. 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.
- 17.3. The Procurement commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial proposal.
- 17.4. When evaluating the Financial proposal, Procurement commission takes corrections into account.
- 17.5. 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 to ascertain the objectivity of the Financial proposal and whether an abnormally low Proposal has been submitted.

18. VERIFICATION OF TECHNICAL PROPOSALS

- 18.1. The Tenderer shall draft a Technical Proposal in accordance with Annex 1 of Regulations and this Section 18 of Regulations, to describe the methodology for successful execution of the Contract within the set **deadlines and quality expected. The Technical Proposal shall illustrate the Tenderer’s understanding of** the assignment and scope of the Services. Technical Proposals should not exceed 20 pages on A4 paper and the font size for general text parts shall not be less than approximately size 10 in a well readable and recognisable font type.
- 18.2. Tenderer shall submit Technical Proposal containing the descriptions of the following aspects ((Criteria 2 a **“Quality of the Technical proposal”**) for scoring purposes):

| | |
|---|---|
| Section 1-Understanding of the Objectives | Tenderer’s understanding of the intended objectives and scope of work within the Rail Baltica context |
| Section 2- Methodology | The method, how Tenderer is planning to achieve a comprehensive execution of the contract and deliver works required under each work package. |
| Section 3-Organisation | Tenderers proposed organisation providing overview of the responsibilities of involved personnel, including: <ul style="list-style-type: none"> - <i>Proposed team for the assignment including key experts and other personnel,</i> - <i>Experience of other proposed personnel, indicating the expected benefit for the assignment.</i> |
| Section 4 – Programme Tenderers | Tenderer’s proposed an overall programme with schedule of activities and intended assignment of personnel assigned to the project. |

- 18.3. **If the Tenderer’s Technical Proposal** does not comply with all the requirements under Section 18 of this Regulation, Technical Proposal will be deemed incompliant and will not be further evaluated.

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 Proposal which will receive the highest sum of scores for the following criteria:

| No | Evaluation criteria | Maximum possible score |
|----|---|------------------------|
| 1. | Financial proposal , which will be evaluated in accordance with Section 19.3. of the Regulations | 50 |
| a | Total contract price, EUR excl. VAT | 45 |
| b | Hourly rates for additional scope, EUR excl. VAT | 5 |
| 2. | Technical proposal which will be evaluated in accordance with Section 19.4 of the Regulations | 50 |
| a | Quality of description of RAMS consultancy Services | 30 |
| b | Experts RAMS experience | 20 |
| | Total | 100 |

19.3. Evaluation of the Financial proposal

19.3.1. The maximum number of points for criterion “Financial proposal” can receive is 50 points.

19.3.2. The Financial proposal shall be evaluated based on following evaluation criteria:

| No | Evaluation criteria of Financial proposal | Maximum possible points |
|----|---|-------------------------|
| a | Total contract price, EUR excl. VAT | 45 |
| b | Hourly rates for additional scope, EUR excl.VAT | 5 |

19.3.2.1. Financial proposals in specific evaluation criteria shall receive points in accordance with the following formulas:

a) Total contract price:

$$\text{score} = \frac{\text{lowest proposed price from the compliant proposals}}{\text{Tenderer's proposed price}} \times 45$$

b) Hourly rates for additional scope:

$$\text{score} = \frac{\text{average lowest proposed hourly rate from the compliant proposals}}{\text{Tenderer's proposed average hourly rate}} \times 5$$

19.3.3. Average hourly rate will be calculated by summing up all hourly rates for experts according to Annex No 8 and dividing by 4 (number of required experts).

19.3.4. The Procurement Commission shall obtain the final score for each Financial proposal in this criterion by summing up all points obtained by the particular Financial proposal in this criterion. The points shall be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.

19.4. Evaluation of the Technical proposal

19.4.1. The maximum number of points that the **Tenderer can receive for criteria “Technical proposal”** is 50.

19.4.2. The Technical proposal will be evaluated based on following evaluation criteria:

| No | Evaluation criteria of Financial proposal | Maximum possible points |
|----|---|-------------------------|
| a | Quality of description of RAMS consultancy Services | 30 |
| b | Experts RAMS experience | 20 |

19.4.2.1. Quality of the of description of RAMS consultancy Services will be evaluated by comparing the **Technical proposals according to the following criteria:**

| No | Task | Max Points | Quality of description of RAMS consultancy Services |
|----|---------------------------------|------------|---|
| 1 | Understanding of the Objectives | 12 | <p>Highly detailed – 12 Points</p> <p>The contents of the Technical proposal conform with the Technical specification, work packages are outlined in the best practice of industry and Tenderer’s experience, the description of provision of Services provides a clear understanding about the way and means of provision of Services and an outstanding description of the task in high detailed and well-structured manner.</p> <p>Good level of details– 8 Points</p> <p>The contents of the Technical proposal conform with the Technical specification, work packages are outlined in the best practice of industry, the description of provision of Services provides a clear understanding about the way and means of provision of Services and description of the task in detailed and structured manner.</p> |
| 2 | Methodology | 12 | <p>Satisfactory level of details– 4 Points</p> <p>The contents of the Technical proposal conform with the Technical specification, work packages are outlined in the reasonable manner, the description of provision of Services provides an idea about the way and means of provision of Services and description of the task in detailed and structured manner.</p> |
| 3 | Organisation | 3 | <p>Highly detailed – 3 Points</p> <p>The contents of the Technical proposal conform with the Technical specification, work packages are outlined in the best practice of industry and Tenderer’s experience, the description of provision of Services provides a clear understanding about the way and means of provision of Services and an outstanding description of the task in high detailed and well-structured manner.</p> |

| No | Task | Max Points | Quality of description of RAMS consultancy Services |
|----|---------------------|------------|---|
| 4 | Programme Tenderers | 3 | <p>Good level of details – 2 Points</p> <p>The contents of the Technical proposal conform with the Technical specification, work packages are outlined in the best practice of industry, the description of provision of Services provides a clear understanding about the way and means of provision of Services and description of the task in detailed and structured manner.</p> <p>Satisfactory level of details – 1 Points</p> <p>The contents of the Technical proposal conform with the Technical specification, work packages are outlined in the reasonable manner, the description of provision of Services provides an idea about the way and means of provision of Services and description of the task in detailed and structured manner.</p> |

19.4.2.1.1. The Procurement Commission shall obtain the final score for each Technical proposal in criteria **“Quality of description of RAMS consultancy Services”** by summing up all points obtained by particular Technical proposal in this criterion and dividing the sum with the number of members of the Procurement Commission which participated in the evaluation. The points shall be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.

19.4.2.2. *Evaluation of experts’ RAMS experience will be based on the information provided by the Tenderer in the Annex 5. The Tenderer shall list reference project or projects to show specific project experience gained within previous 10 (ten) years by proposed key experts according to requirements of Section 8.5 of the Regulations. The highest possible number of points is 20.*

| No | Expert | Max points |
|----|---|------------|
| 1 | Team lead, RAMS manager references | 5 |
| 2 | Key Safety engineer/expert references | 5 |
| 3 | Key RAM engineer/expert references | 5 |
| 4 | Key Safety engineer for railway structures references | 5 |

19.4.2.2.1. The Procurement Commission will evaluate only eligible Project/s referred for the justification of expert’s experience according to the Section 8.5. of the Regulations, accompanied by documents stated in the table of this Section. Expert’s experience has to be gained in one reference project.

RAMS expert’s experience shall be evaluated by awarding points for the reference projects according to the following evaluation criteria:

| No | Evaluation criteria | Maximum possible points | Documents to be submitted |
|----|---------------------|-------------------------|---------------------------|
|----|---------------------|-------------------------|---------------------------|

| | | | |
|----|--|---|--|
| 1. | For reference project, which includes 1 new railway line with design speed higher than 220 km/h and with line length greater than 50 km Tenderer will obtain <u>2 points per project</u> . | 2 | <ul style="list-style-type: none"> - Filled in and signed Annex No 5 “Description of the expert's experience”; - Evidence that the expert has had referred experience in reference projects. Evidence could be a reference letter, or copy of signed front page of related reports, or other proof evidencing the experience. |
| 2. | For third (inclusive) and every further reference project compliant with requirements defined in Section 8.5. of the Regulations Tenderer will obtain <u>one point per project</u> . | 3 | |

19.4.2.2.3 The Procurement Commission shall obtain the final score for each Technical proposal in criteria **“Experts’ RAMS experience”** by **summing up all points obtained by particular Technical proposal** in this criterion and dividing the sum with the number of members of the Procurement Commission which participated in the evaluation. The points shall be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.

19.5. The Procurement commission shall obtain the final score for each Proposal by summing up points that particular Proposal obtained in accordance with the procedures set out in Section 19.3 – 19.4 of the Regulations. Contract shall be awarded to the Tenderer whose Proposal obtains the highest final score according to Section 19.2 – 19.4 of the Regulations.

19.6. In case several Proposals will obtain equal highest final score (points), Procurement Commission will invite representatives of those Tenderers whose Proposals have equal score and will organize a draw. In situation, when representatives of Tenderers mentioned before chose to not be present at the draw, Procurement commission will carry out the draw without representatives of Tenderers present.

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, Procurement commission performs a check regarding the existence of grounds of exclusion for Tenderers, members of a partnership (if the Tenderer is a partnership), persons on whose capacity Tenderer is relying to certify its compliance with the requirements and subcontractors.

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 services is equal to or exceeds 10% of the Contract price or a person on whose capacity Tenderer is relying to certify its compliance with the requirements, have tax debts, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, Procurement commission informs the Tenderer and sets a deadline – 10 (ten) days from the day of issuing or receiving information – for the submission of a statement evidencing absence of tax debt, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, on the last day of Proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract was made.

20.3. If the Tenderer fails to submit required evidence before the deadline, Procurement commission excludes the Tenderer from participation in the Open competition.

20.4. Change of persons on whose capacity Tenderer is relying to certify its compliance with the requirements or subcontractors whose share of services is equal to or exceeds 10% of the Contract price is performed in accordance with Sections 9.2 and 10.2 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 8.1 of the Regulations and has indicated this in the Proposal, upon **Procurement commission’s** request 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, organizational 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, Procurement commission makes the decision to exclude the Tenderer from further participation in the Open competition. If the Tenderer within the indicated time does not submit the requested information, 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 Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 18 of the Regulations.
- 21.2. Within 3 (three) Working Days from the date of decision about the Open competition results Procurement commission informs all Tenderers about the decision made by sending the information by post or electronically (including via the E-Tenders system) and keeping the evidence of the date and means of sending the information. The Procurement commission announces the name of the successful 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 successful 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 Tenderer selection requirements, Procurement commission prepares and includes in the Open competition 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, Procurement commission makes the decision to terminate the Procurement.
- 21.4. If the Procurement is terminated, Procurement commission within 3 (three) working days simultaneously informs all Tenderers about all the reasons because of which the Open competition is terminated and informs about the deadline within which a Tenderer may apply regarding the violations of the public procurement procedure to the Procurement Monitoring Bureau.
- 21.5. The Procurement commission when informing about the results has the right not to disclose **specific/confidential 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, Procurement commission prepares a report on the Open competition and publishes it on the **Contracting authority's profile in E-Tenders system's webpage** <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/42456> and on **Contracting authority's webpage** <http://railbaltica.org/en/procurements>.
- 21.7. **The selected Tenderer upon receiving the notification from Procurement commission must:**
 - 21.7.1. within 5 (five) working days – to submit to the Contracting authority a copy of partnership agreement or notification regarding the establishment of the partnership, if required pursuant to requirements under Section 7.1.2.1 of the Regulations;
 - 21.7.2. within 10 (ten) days upon receiving the invitation - to sign the Contract.
- 21.8. The Contract is concluded based on the selected Tenderer's Proposal and in accordance with Annex No 9 "**Draft contract**".

- 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 Regulations:
- 21.9.1. refuses to conclude a partnership contract or to establish the partnership in the cases and deadlines defined by the Regulations or in the cases and deadlines defined by the Regulations does not submit a copy of the partnership contract, or does not inform of the founding of a partnership company;
 - 21.9.2. refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulations.
- 21.10. In any of such a case mentioned in Section 20.9 of the Regulations Procurement commission is entitled to terminate this Open competition without selecting any Proposal or to select the next most economically advantageous proposal. For either of these decisions a written decision must be made.
- 21.11. 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 or it does not comply with requirements set in the Section 21.7 of the Regulations, Procurement commission decides to terminate the Open competition without selecting any Proposal.

ANNEXES:

1. Technical specification on 20 (twenty) pages;
2. Application for participation in the Open competition on 2 (two) pages;
3. **Confirmation of the Tenderer's financial standing on 2 (two) pages;**
4. **Description of the Tenderer's experience on 3 (three) pages;**
5. **Description of the Expert's experience on 9 (nine) pages;**
6. A list of other entities on whose capacity Tenderer relies on 1 (one) page;
7. A list of subcontractors on 1 (one) page;
8. Financial proposal on 1 (one) page;
9. Draft contract on 50 (fifty) pages.

TECHNICAL SPECIFICATION

FOR PROCUREMENT

RAMS consultancy services



Riga, 2020

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1 INTRODUCTION AND REFERENCES

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.



Fig.4: Rail Baltica railway line

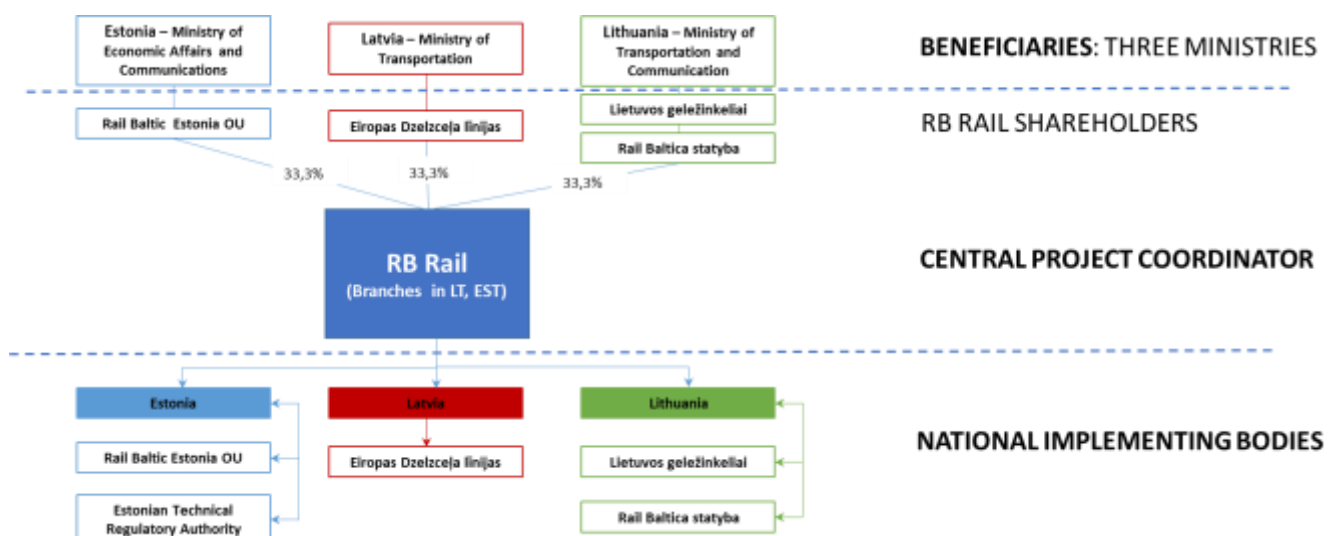
The expected core outcome of the Rail Baltica project is a European gauge (1435mm) double-track railway line of about 870 km in length meant for both passenger and freight transport and the required additional infrastructure (to ensure full operability of the railway). It will be interoperable with the 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/>

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,
- planned operational speed on the main track 249 km/h for High speed passenger trains, (according to line category P2 of TSI-INF) and 120 km/h for freight trains (according to line category F1 of TSI-INF). Speed on passing loops shall be 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 platforms 405m for international stations and 210m for regional stations;
- 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.

1.2 Abbreviations and terms

Administrative

| | |
|------------------------------------|---|
| CEF | <i>Connecting Europe Facility.</i> |
| Contracting authority, RB Rail AS, | 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. |
| CD | <i>Commencement Date</i> of the Contract, the date when the Contract is mutually signed |
| Consolidated procurement | 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. |
| Consulting services | all necessary activities being and to be implemented by the Contractor as required in the Contract. |
| Contract | Signed agreement between Contracting authority and Contractor to prepare Works through the provision of Consulting services defined in this agreement. |
| Contracting Scheme | 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. |
| Contractor | Service provider awarded with a Contract to conduct Works. |
| Design guidelines | 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. |
| EU | <i>European Union.</i> |
| National ²⁷ studies | 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. |
| Rail Baltica Global Project | 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 |

²⁷ Terms national or local cover each Baltic state, if not stated otherwise.

| | |
|--------------------------|---|
| | 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. |
| Rail Baltica railway | 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; |
| Railway infrastructure | 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. |
| Technical specifications | The present document forming a part of Service procurement regulations and Contract following the procurement procedures; |
| | Service specific, technical |
| 1435 | Refer to the 1435 mm track gauge railway infrastructure, operation or any other parameter or element linked this specific gauge. 1435 mm gauge infrastructure in the Baltic States is implemented by Rail Baltica project. |
| 1520 | Refer to the 1520 mm track gauge railway infrastructure, operation or any other parameter or element linked this specific gauge. 1520 mm gauge infrastructure in Latvia is managed by Latvian Railways (LDz) |
| CCS | Control Command Signalling subsystem |
| ENE | Energy subsystem |
| Railway line section | section of the Railway between 2 kilometre points or stations, generally equipped with dual track, with stations, sidings and necessary maintenance facilities |
| Works | result of consulting services, provided by the Contractor, necessary to elaborate RAMS expertise by carrying out the tasks required in the Contract. |
| Study programme | Expertise programme, proposed by the Contractor and approved by the Contracting authority, shall include graphical representation of main Expertise’s milestones and summarised textual description of the services to be provided as required in Technical specification. |
| TSI | <i>Technical Specifications for Interoperability.</i> |
| TWG | <i>Technical work group</i> , group of RB Rail experts, experts from stakeholders and involved parties nominated by the Contracting authority. |
| WP | <i>Work package</i> , a defined part of Contractor’s activities, to be carried out under the Contract’s requirements. |

1.3 Documents, studies and information to be taken into account

- 1.3.1 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 ²⁸ |
|------|---|
| 1 | Design guidelines for Rail Baltica railway, in force version (relevant parts shall be provided during Study implementation), presentation slides: http://www.railbaltica.org/wp-content/uploads/2018/04/Elodie_Faivre_RBGF2018_Day2.pdf ; presentation video: https://www.youtube.com/watch?v=5qEIXOWhNZQ&t=1s |
| 2 | Operational plan for the railway, 2019 https://www.railbaltica.org/wp-content/uploads/2019/05/RB_Operational_Plan_Final_Study_Report_final.pdf Track layout, annex 1 https://www.railbaltica.org/wp-content/uploads/2020/01/191216_track_plans_20263656_v25.pdf |
| 3 | Rail Baltica Energy Subsystem Procurement and Deployment Strategy final report |
| 4 | Rail Baltica control-command and signalling subsystems procurement and deployment strategy final report |
| 5 | Master Design documentation Lithuania DS1 |
| 6 | Master Design documentation Estonia DS1 |

Documents for which Internet link is not mentioned will be provided at inception of the study.

1.4 Agreement framework

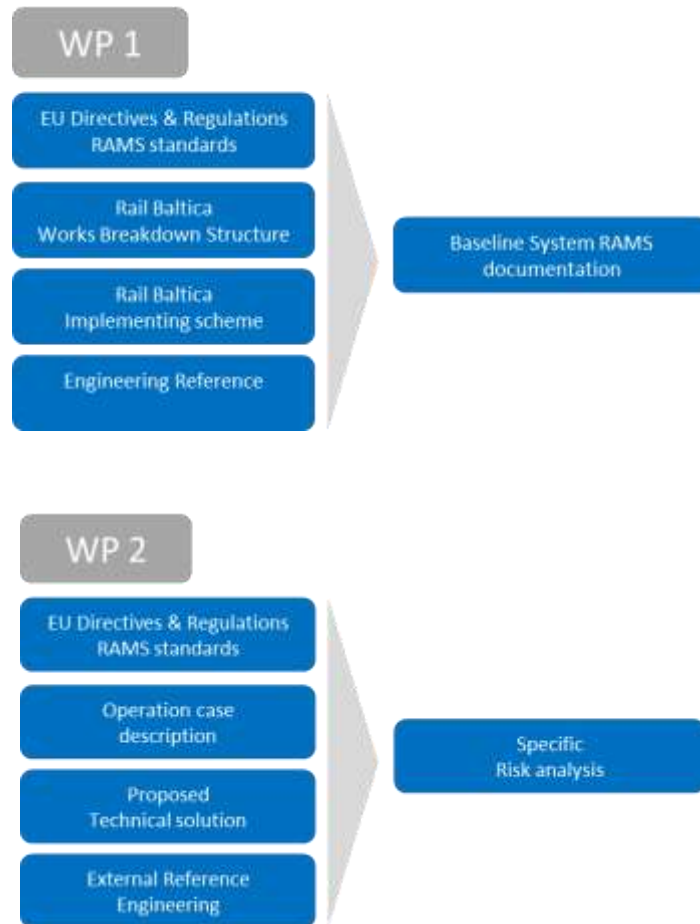
- 1.4.1 The objective of this Agreement is the elaboration of the baseline System RAMS documentation for the development of the Rail Baltica Infrastructure, and the delivery of RAMS studies for specific operational cases.
- 1.4.2 Study implementation area is the complete Rail Baltica railway infrastructure within three Baltic States: Lithuania, Latvia, Estonia and interface from/to Poland.

2 CONTENT OF THE ASSIGNMENT

2.1 Scope of services

- 2.1.1 The Contractor shall carry out the services in work packages (WP) in two stages, as:
- WP 1: Elaboration of the baseline System RAMS documentation
 - WP 2: Elaboration of risk analysis for specific operational cases

²⁸ Contracting authority shall not be responsible for the availability and content of the information available online (except for www.railbaltica.org website).



2.2 Overall framework

- 2.2.1 The primary purpose of this assignment is for the Contractor to provide expertise to RB Rail AS when establishing the basis System RAMS management and RAMS studies for the Rail Baltica Project.
- 2.2.2 The application domain shall cover Rail Baltica Railway infrastructure as CCS, Energy Subsystem (ENE), Track subsystems, Civil works (embankment, road bridges, rail bridges, overpasses, **underpasses, ecoducts, tunnels, buildings, station, platforms, etc...**). **Interface to Rolling stock** must also be considered.
- 2.2.3 The scope of safety as considered in this assignment is system safety and operation & maintenance safety.
- 2.2.4 Items such as security (vandalism, aggression, terrorism, etc.), health & safety during construction works are not in the scope of this assignment.
- 2.2.5 The proposed System RAMS Management shall allow development of the Rail Baltica Infrastructure in compliance with the European safety directive (EU) 2016/798, regulation 402/2013 and with the international RAMS Standards EN 50126:2017, EN 50129:2003 and EN 50128:2011.
- 2.2.6 The Contractor shall assist RB Rail AS in defining objectives, requirements, and deliverables for RAMS activities to be undertaken throughout lifecycle phases 1 (concept) to 5 (architecture and apportionment of system requirements) according to the definition set in standard EN 50126-1:2017.
- 2.2.7 The proposed System RAMS Management shall elaborate processes, activities, analysis, studies, methods, organisational aspects, responsibilities assigned to parties, and competence review, to be implemented along the RB Infrastructure development life cycle.
- 2.2.8 The proposed System RAMS Management shall identify the reference objectives, the framework and method to perform system hazard (or RAM equivalent) analysis and provide results, identify and allocate System RAMS requirements, assign targets to System and Sub-Systems, and describe the adhoc management of RAMS requirements.
- 2.2.9 Contractor shall review and analyse Rail Baltica context, organisation, status of the ongoing activities, planning material and technical documentation.

2.3 WP1

- 2.3.1 In line with the definition of Phase 1 of system life cycle, Contractor shall establish the overall RB RAM and Safety concepts covering the full application domain.
- 2.3.2 In line with the definition of Phase 2 of system life cycle, Contractor shall deliver the RB system definition, RB RAM plan and RB Safety plan.
- 2.3.3 The System definition shall describe main constituents and sub-systems architecture, their limits, the corresponding operation conditions, functions, and the internal/external interfaces.
- 2.3.4 The System definition shall consider RB Rail AS acting as the RB Infrastructure Manager (IM) in charge of establishing the railway infrastructure (or as Railway duty holder according to 50126-1 definition). In this IM role, RB Rail AS is acting as the Applicant towards National Safety Authorities for the delivery of the Authorisation for Placing into Service (APiS) the RB Infrastructure, (or as the proposer as per the regulation 402/2013).
- 2.3.5 Other stakeholders involved in the safety management activities, Implementing Bodies, NSAs, Contractors and others, shall be identified by Contractor and their contribution along the system life cycle shall be established as part of the System definition.

- 2.3.6 A Strategy advising on RB Rail AS engagement towards stakeholders must be proposed by Contractor.
- 2.3.7 The proposed Safety management shall define the required involvement of Assessment Bodies (AsBo, ISA), at System level under the responsibility of RB Rail AS or other central stakeholders and at Sub-system levels under the responsibility of Contractors and other stakeholders. Assessment scheme shall be proposed accordingly.
- 2.3.8 The RAM plan and Safety plan shall be developed according to requirements set in standards EN 50126-1:2017 and EN 50126-2.
- 2.3.9 In line with the definition of Phase 3 of system life cycle, Contractor shall perform initial system hazard analysis, propose and organize hazard workshops and establish the initial RB System Hazard log.
- 2.3.10 Contractor shall propose methodology, hazard (or RAM equivalent) structure and lists adapted to RB context.
- 2.3.11 Contractor shall propose required competent persons list to participate in hazard workshops.
- 2.3.12 Contractor shall lead the hazard workshops and report outcomes accordingly.
- 2.3.13 Contractor shall establish conditions for update of hazard analysis and evaluation along the system life cycle.
- 2.3.14 In line with the definition of Phase 4 and 5 of system life cycle, Contractor shall establish requirements derived from hazard analysis and advise on their apportionment to sub-systems.
- 2.3.15 Contractor shall establish Validation plan for RAM requirements and for Safety requirements.
- 2.3.16 Contractor shall elaborate communication and training material for the promotion of the RB Rail AS safety policy and of a wider safety culture towards RB Rail AS employees, Beneficiaries, Implementing Bodies and National Safety Authorities. Life training sessions shall be organized and conducted accordingly by the Contractor.
- 2.3.17 Contractor shall provide technical support for the procurement of services and products undertaken by RB Rail AS. Technical support shall consist in advising on RAMS requirements to be inserted in the procurement specification.

2.4 WP2

- 2.4.1 Contractor shall undertake specific safety studies as part of WP2 for the scope defined in clause 2.4.3. The purpose of the specific safety study shall be to analyse specific operation case, to identify and classify hazards, to propose and evaluate mitigations, and to establish safety requirements.
- 2.4.2 For each case study, a specific safety study report shall describe systems under evaluation, discuss technical options, provide results of the hazard analysis, specification of requirements, and provide recommendation on a solution for system implementation.
- 2.4.3 Operational cases to be considered for the specific safety studies are:
 - Railway protection from errant road vehicles at road bridges,
 - Passengers standing on platforms while high-speed trains passing by,
 - Railway operation at gauge crossings between 1520 mm and 1435 mm tracks.
- 2.4.4 **Safety study for "protection against errant road vehicles at road bridges" shall:**

- Examine reference systems selected from high-speed railway infrastructures in operation, provide operation statistics on accidents where a road vehicle or vehicle load had fallen from a road bridge onto a high-speed railway track, and evaluate achieved risk coverage for such reference system. Reference systems analysis shall cover at least 2 different systems where one system relies exclusively on passive protection, and other system relies on a combination of passive protection and vehicle intrusion detection system;
- Identify possible related Code of Practice eligible under regulation 402/2016;
- Propose a method for explicit risk estimation.

Recommended approach for road bridge risk treatment in Rail Baltica context must be proposed, including eligible risk acceptance criteria(s) and derived safety requirements.

- 2.4.5 **Safety study for "passengers standing on platforms while high speed trains passing by"** shall examine reference solutions selected from high speed railway infrastructures in operation, evaluate applicability in Rail Baltica context, provide specific risk analysis for Rail Baltica case with consideration of mitigations according to the technical solutions, and propose safety requirements for the recommended solution. Analysis shall consider case where passengers are standing unexpectedly on platform while train is passing at 250 km/h.
- 2.4.6 **Safety study for "railway operation at gauge crossings between 1520 mm and 1435 mm tracks"** shall be provided as a generic study, covering one operational scenario on main line and one operational scenario on yard tracks, considering technical options defined by RB Rail AS.

2.5 Options ordered as additional scope

- 2.5.1 Additional operational cases may be defined on the course of the assignment for which Contractor will be requested to deliver specific safety studies.

3 CONTRACT'S PROJECT MANAGEMENT

3.1 Deliverables and Deadlines

- 3.1.1 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.
- 3.1.2 Presence activities include workshops, presentations of study reports and results, moderation of discussions, introduction of solution-options to decision makers,
- 3.1.3 Contractor shall prepare monthly progress report to be delivered within the first week of each month. Each progress report shall describe Expertise progress 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.
- 3.1.4 The Contractor shall provide at least 3 (three) days of presence in premises of RB Rail AS during each four-week period of the contract (starting from the kick-off meeting).
- 3.1.5 Remote activities shall be carried out in the premises of the Contractor and shall include independent work on Expertise contents and work packages, elaboration of studies, plans and documents required as of the scope of this assignment.

3.1.6 The Contractor shall deliver results of the activities into documentation listed in the table below.

| Deliverable | General scope of the deliverable |
|-----------------------------------|--|
| RB RAM and Safety concept | Investigate scope, context and environment of the RB system and its RAMS implications, Investigate RAMS performance of similar systems, Investigate and confirm suitability of current RAM targets presented in RB Design Guidelines, Investigate and establish Safety targets Define the scope of the RAMS management requirements. Set up Safety and RAM policy |
| RB System Definition | Define the system and its mission profile, boundaries, scope of operational requirements, and define organisation set or foreseen to address RAMS management. |
| RB System RAM Plan | Definition of the organisation, responsibilities, procedures, activities, capabilities and resources to ensure RB System RAM compliance with the RB Project targets |
| RB System Safety Plan | Definition of the organization, responsibilities, procedures, activities, capabilities and resources to ensure RB System safety compliance with the RB Project targets |
| RB initial System hazard analysis | Report on hazard analysis. Delivery of RB system hazard log |
| RB System RAMS requirements | Specify system RAMS requirements |
| RB RAMS Validation Plan | Establish validation plan for RAMS requirements |
| Training material | Training material on RB safety policy and wider safety culture |
| Specific safety reports | Reporting the specific activities undertaken for specific operation case |

3.1.7 Documentation shall be delivered by the Contractor according to the following deadlines of suggested delivery schedule:

| Deliverable | No. of copies | Deadline for the Final deliverable | Payment, % of WP1 |
|--------------------------------------|---------------|--|-------------------|
| Approved RB RAM and Safety concept | 1 soft copy | (not later than 6 weeks after CD ²⁹) | 25 |
| Approved RB System Definition | 1 soft copy | (not later than 10 weeks after CD) | |
| Approved RB System RAM Plan | 1 soft copy | (not later than 12 weeks after CD) | 25 |
| Approved RB System Safety Plan | 1 soft copy | (not later than 12 weeks after CD) | |
| Approved RB System hazard analysis | 1 soft copy | (not later than 24 weeks after CD) | 25 |
| Approved RB System RAMS requirements | 1 soft copy | (not later than 26 weeks after CD) | |
| Approved RB RAMS Validation Plan | 1 soft copy | (not later than 26 weeks after CD) | 20 |
| Training material | 1 soft copy | (not later than 15 weeks after CD) | 5 |

| Deliverable | No. of copies | Deadline for the Final deliverable | Payment, % of WP2 |
|--|---------------|------------------------------------|-------------------|
| Approved Specific safety study report on Railway protection from errant road vehicles at road bridges | 1 soft copy | (not later than 12 weeks after CD) | 40 |
| Approved Specific safety study report on Safety of passengers standing on platforms while high speed trains passing by | 1 soft copy | (not later than 24 weeks after CD) | 30 |
| Approved Specific safety study report on Safety of railway operation at gauge crossings between 1520 mm and 1435 mm tracks | 1 soft copy | (not later than 35 weeks after CD) | 30 |

3.1.8 The Contractor shall provide draft reports considering time required for review and approval.

3.1.9 The Contracting authority will review and send comments to submitted documents 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 approval by the Contracting authority.

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

²⁹ CD - Contract commencement date.

3.1.11 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.

3.1.12 Contracting authority is deemed as the administrative instance and will be responsible for making the principal decisions. The Contracting authority will be responsible for settling the operative and professional issues.

4 SERVICE CONTRACT MANAGEMENT

4.1 Contractor's obligations

4.1.1 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).

4.1.2 The Contractor within its organisational and management structure (or in any other way) shall not be directly linked to any supplier of CCS or ENE -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).

4.1.3 In case 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).

4.1.4 The Contractor shall ensure necessary effort, means, resources and personnel required for the successful provision of Consulting services.

4.1.5 The Contractor shall be responsible for ensuring that its experts included in Contract are available throughout the Consulting service provision period.

4.1.6 The Contractor must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly, and the expenses were actually incurred. These must be available for review upon the request of Contracting authority.

4.1.7 The Contractor shall make its own arrangements for office facilities, personal computers and other facilities of appropriate performance and security standard for service provision.

4.1.8 The Contractor shall ensure that its team members (experts etc.) involved in service provision are adequately supported and equipped. In particular, the Contractor shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable team members to concentrate on their primary responsibilities. The Contractor must also transfer funds as necessary to support its activities under the Contract and ensure that his employees are paid regularly and in a timely manner. Costs for administration of service contract and office operation including telecommunication costs shall be included.

4.1.9 The Contractor will arrange for formal coordination and decision making on project interventions and establish an adequate internal management structure.

4.1.10 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 assignments scope. No direct communication between the Contractor, stakeholders and other third parties is allowed without permission of Contracting authority.

4.2 Provision of services

- 4.2.1 The Contractor must perform the Contract in compliance with its provisions and all legal obligations under applicable EU, international and national law within the set deadlines and to the highest professional, diligence and ethical standards.
- 4.2.2 The Contractor shall prepare detailed Works programme for its services to be provided during the Works. Works programme shall include graphical representation of main Works milestones and deadlines of deliverables as required in Technical specification. Works programme shall cover possible risks for Works implementation and mitigation measures to avoid those risks in order to complete the Works on time. **The purpose of Works programme is to reflect Contractor's deep understanding of Works 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.**
- 4.2.3 The Contractor shall provide translations of local meetings with stakeholders from/to local language.
- 4.2.4 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 Consulting services.
- 4.2.5 During the implementation of Consulting services, the Contractor shall identify possible risks at early stage and propose a mitigation measures in order to successfully deliver services on time.
- 4.2.6 As a part of Consulting 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.
- 4.2.7 **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 Consulting services by Contracting authority.**

4.3 Technical Proposal

- 4.3.1 The Technical Proposal prepared by Tenderer shall describe the following:
- 4.3.1.1 Section 1 – Understanding of the Objectives
- Understanding of the intended objectives and scope of work within the Rail Baltica context
- 4.3.1.2 Section 2 – Methodology
- The method, how Tenderer is planning to achieve a comprehensive execution of the contract and deliver works required under each work package.
- 4.3.1.3 Section 3 – Organisation
- Tenderers proposed organisation providing overview of the responsibilities of involved personnel, including:
- *Proposed team for the assignment including key experts and other personnel,*
 - *Experience of other proposed personnel, indicating the expected benefit for the assignment.*
- 4.3.1.4 Section 4 – Programme Tenderers

An overall programme with schedule of activities and intended assignment of personnel assigned to the project.

4.4 Contractor’s team

- 4.4.1 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.
- 4.4.2 For the provision of services, the Contractor shall ensure the availability of the following team members:

Key experts

| No | Title |
|----|--|
| 1. | Team lead, RAMS manager |
| 2. | Key Safety engineer/expert for systems |
| 3. | Key RAM engineer/expert |
| 4. | Key Safety engineer for railway structures |

- 4.4.3 The Contractor shall be responsible for the availability of any other additional experts, including administrative personnel, necessary for the provision of Consulting services.

4.5 Confidentiality, independence and absence of conflict of interest

- 4.5.1 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 Consulting service provision.
- 4.5.2 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 Consulting service provision period.

4.6 Visibility Requirements

- 4.6.1 The Contractor is obliged to comply with the following visibility requirements:
- 4.6.2 Any reports, tables, figures and infographics, appendices, presentations and other deliverable material must be formatted according to Rail Baltica visual guidelines (<http://railbaltica.org/about-rail-baltica/visual-guidelines/>);
- 4.6.3 Any reports, brochures, other documents or information connected related to the Services which the Contractor produces and submits to the Contracting authority, the Beneficiary, any other third person or makes available Public must include the following:
 - 4.6.3.1 a funding statement stating that Consulting services is the recipient of the funding from the CEF: **“Rail Baltica is co-financed by the European Union’s Connecting Europe Facility”**;
 - 4.6.3.2 (for printed materials) a disclaimer releasing the European Union from any liability in terms of the content of the dissemination materials: **“The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein.” This disclaimer in all European Union official languages can**

be seen at the website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>:

4.6.3.3 the European Union flag.

4.6.4 Requirements set in Sections 2.11.3. can be fulfilled by using the following logo:



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

4.6.5 In order to comply with the latest applicable visibility requirements established by the European Union, The Contractor is obliged regularly monitor changes of the visibility requirements on its own. On the Effective Date, the visibility requirements are published and available on the following website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>.

5 TECHNICAL DESCRIPTION OF THE RAILWAY INFRASTRUCTURE

5.1 Rail Baltica Design model

Specific Design Guidelines were developed for Rail Baltica Infrastructure and Systems.

Design guidelines shall be implemented by RB Rail AS and Implementing Bodies as contracting authorities.

Contractors deliveries shall be compliant to the norm framework as outlined in figure 2.



Fig.2: Framework of the applicable norms

RB system shall be in full compliance with the TSI and European standards. A single NoBo is appointed to provide necessary EC certificates of verification covering the full Rail Baltica Infrastructure scope.

RB system shall be compliant with the safety requirements set out by the European Union in EU Directives and Regulations, and in transposed rules in legislations of Estonia, Latvia and Lithuania.

5.2 Rail Baltica Works Breakdown Structure

Rail Baltica Works Breakdown Structure is outlined in figure 3.

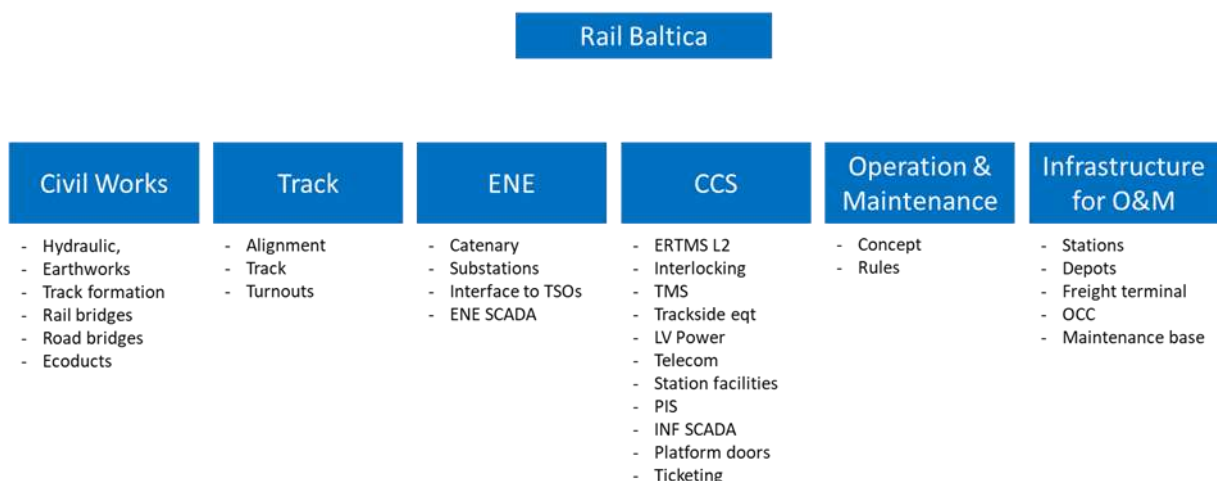


Fig.3: Rail Baltica Works Breakdown Structure

5.3 Description of Detailed Technical Design

Ongoing Detailed Technical Design activities (DTDs) cover civil and track works of Rail Baltica main line. Regional stops, regional station platforms and station buildings are designed only on conceptional level in DTD and detail design will be part of a separate contracts.

CCS-and ENE subsystems are included in scope of DTD contracts as well on conceptional level and will be designed in detail under separate contracts.

DTDs for the Rail Baltica Global project are delivered in sections, consisting of

- 3 sections in Estonia;
- 4 sections in Latvia;
- 4 sections in Lithuania.

Detailed Technical Design activities of Local Facilities, e.g. large passenger stations, freight terminals and depots are implemented under separate dedicated contracts where implementation is under the responsibility of Implementing Bodies. In some cases, these design activities are part of Design and Build contracts. Timeline and scope of these contracts differ in each specific case.

Complete track layout of the Rail Baltica line including all DTDs and Local Facilities is provided among reference documents in the paragraph 1.3.1.

5.4 Stakeholders outline model for Project technical implementation

Stakeholders outline model for Project implementation is presented in Figure 4.

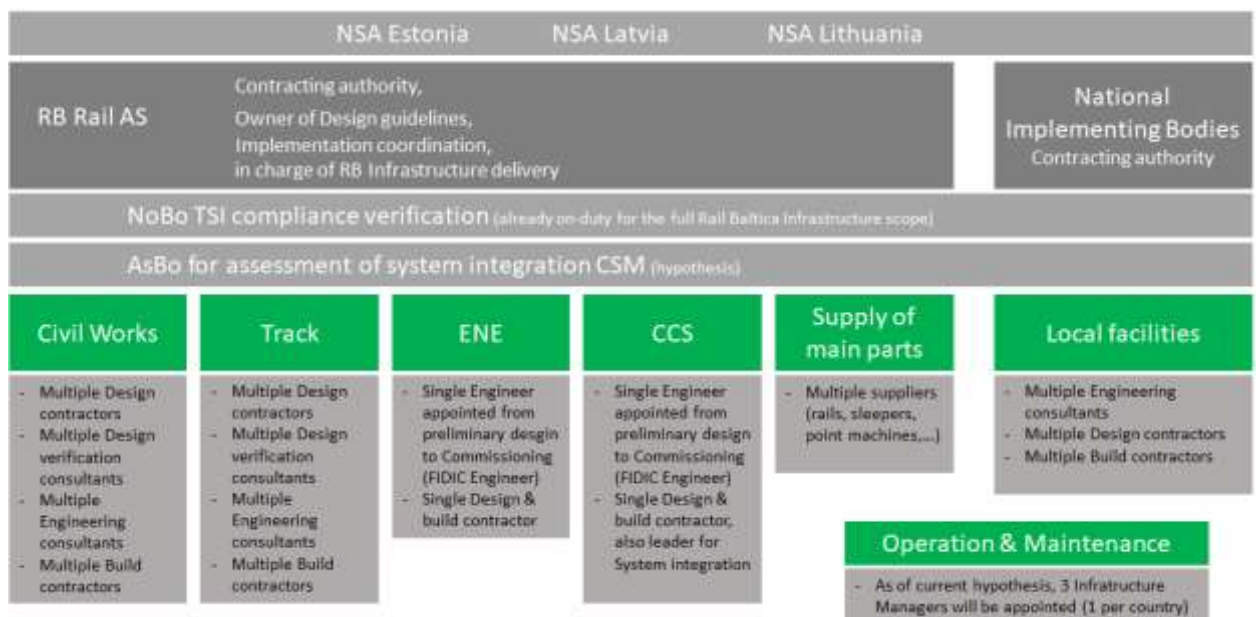


Fig.4: Stakeholders outline model

ANNEX NO 2

APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION
 “RELIABILITY, AVAILABILITY, MAINTAINABILITY AND SAFETY (RAMS) CONSULTANCY SERVICES”
 (ID NO RBR 2020/12)

| | |
|--|--|
| Name of the Tenderer or all members of the partnership | |
| Registration number of the Tenderer or all members of the partnership | |
| VAT payer registration number of the Tenderer or all members of the partnership | |
| Name, surname and position of the person authorized to represent the Tenderer or name of nominated representative (in case of established partnership) | |
| Legal address of the Tenderer or all members of the partnership | |
| Correspondence address of the Tenderer or all members of the partnership | |
| Bank of the Tenderer or all members of the partnership | |
| Bank code (SWIFT) of the Tenderer or all members of the partnership | |
| Bank account (IBAN) of the Tenderer or all members of the partnership | |
| Contact person and contact information of the Tenderer (name, surname, position, telephone number, e-mail) | |

By submitting the Proposal, the Tenderer hereby:

1. Confirms participation in the Open competition “Reliability, availability, maintainability and safety (hereinafter - RAMS) consultancy services”, ID No RBR 2020/12;
2. (Only if applicable): Informs that the following entities and/or persons comply with the following exclusion grounds (if any):

| Name of the entity (person) | Exclusion ground and brief description of the violation |
|-----------------------------|---|
| [•] | |
| [•] | |
| [•] | |

3. Confirms that, if the Tenderer will be awarded the Contract, Tenderer will provide the services in accordance with the requirements of the Annex No 1 “**Technical specification**”;
4. Confirms that Regulations 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 Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations (Annex No 9);
5. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;

6. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the procurement process before entry into Contract on the grounds specified in the Regulations or the law;
7. Guarantees that all information and documents provided are true;
8. **Confirms³⁰ that meets the criteria of (please indicate by ticking relevant box):**
 a small medium other

sized enterprise³¹ as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.³²

[date of signing]

[name and position of the representative of the Tenderer]

³⁰ Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

³¹ 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.

³² 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

**CONFIRMATION OF THE TENDERER’S FINANCIAL STANDING
FOR THE OPEN COMPETITION
“RELIABILITY, AVAILABILITY, MAINTAINABILITY AND SAFETY (RAMS) CONSULTANCY SERVICES”
(ID NO RBR 2020/12)**

1. Section 8.3.1 of the Regulations

Tenderer’s or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly) average annual financial turnover within the last 3 (three) financial years (2017, 2018, 2019) is not less than 400 000 EUR (four hundred thousand euros).

In the event the average annual financial turnover of a limited partner of the limited partnership (within the meaning of The Commercial Law, Division X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.

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.

| No | Year | Total Turnover in EUR | Notes |
|--|------|-----------------------|-------|
| The Tenderer or member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance (Section 8.3.1 of the Regulations) and who will be financially and economically responsible for fulfilment of the Contract or other entity on whose capacity Tenderer is relying (if the Tenderer is relying on other entity’s capacity) to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract: | | | |
| Name of the Tenderer/member of a partnership/other entity | | | |
| 1. | 2019 | | |
| 2. | 2018 | | |
| 3. | 2017 | | |
| Average annual turnover within the last 3 (three) financial years | | | |

2. Section 8.3.2 of the Regulations

The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the procurement contract or entity on whose financial and economic capabilities the Tenderer is relying to certify its financial and economic performance and who shall be financially and economically responsible for fulfilment of the procurement 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 capital (*Total Assets minus Total Liabilities*).

Name of the Tenderer/member of partnership/other entity

$$\text{liquidity ratio} = \frac{\text{current assets}}{\text{short - term liabilities}} = \text{_____}$$

equity = total assets – total liabilities = _____

[date of signing]

[name and position of the representative of the Tenderer]

**DESCRIPTION OF THE TENDERER’S EXPERIENCE
FOR THE OPEN COMPETITION
“RELIABILITY, AVAILABILITY, MAINTAINABILITY AND SAFETY (RAMS) CONSULTANCY SERVICES”
(ID NO RBR 2020/12)**

Within the last 10 (ten) years (from 2010) until the date of submission of the Proposal the Tenderer has gained experience at least in 3 (three) railway infrastructure projects for HSL or conventional, or MRT system or LRT system where the Tenderer was appointed as a main RAMS contractor in charge of defining the project RAMS policy and of delivering the RAMS studies for the project.

| No | Name of the reference Railway infrastructure project | Start and finish (if project is finished) dates of the contract | The reference Railway infrastructure project according to Section 8.4. (1) of the Regulations | | Client, Client’s contact information for references ³³ |
|----|--|---|--|-------------|---|
| 1. | <i>Name of the project</i> | <i>(month/year-month/year)</i> | The reference Railway infrastructure project shall comply with following criteria: | Description | <i>Name of the client, name of representative, phone, e-mail</i> |
| | | | a) New railway line construction or upgrading of existing railway infrastructure covering all railway systems according to CENELEC 50126, 50128, 50129 or equivalent standards | | |
| | | | b) The experience of the Tenderer covered design construction, integration and validation phases according to CENELEC 50126, 50128, 50129 or equivalent standards | | |
| | | | c) The experience of the Tenderer included the delivery of system RAMS documentation, as system | | |

³³ In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.1 of the Regulations.

| | | | | | |
|----|----------------------------|--------------------------------|---|-------------|--|
| | | | RAM plan, system safety plan, system hazard analysis, FMECA according to CENELEC 50126, 50128, 50129 or equivalent standards. | | |
| 2. | <i>Name of the project</i> | <i>(month/year-month/year)</i> | <p>The reference Railway infrastructure project shall comply with following criteria:</p> <p>a) New railway line construction or upgrading of existing railway infrastructure covering all railway systems according to CENELEC 50126, 50128, 50129 or equivalent standards</p> <p>b) The experience of the Tenderer covered design construction, integration and validation phases according to CENELEC 50126, 50128, 50129 or equivalent standards</p> <p>c) The experience of the Tenderer included the delivery of system RAMS documentation, as system RAM plan, system safety plan, system hazard analysis, FMECA according to CENELEC 50126, 50128, 50129 or equivalent standards.</p> | Description | <i>Name of the client, name of representative, phone, e-mail</i> |
| 3. | <i>Name of the project</i> | <i>(month/year-month/year)</i> | <p>The reference Railway infrastructure project shall comply with following criteria:</p> | Description | <i>Name of the client, name of representative, phone, e-mail</i> |

| | | | | | |
|--|--|--|---|--|--|
| | | | a) New railway line construction or upgrading of existing railway infrastructure covering all railway systems according to CENELEC 50126, 50128, 50129 or equivalent standards | | |
| | | | b) The experience of the Tenderer covered design construction, integration and validation phases according to CENELEC 50126, 50128, 50129 or equivalent standards | | |
| | | | c) The experience of the Tenderer included the delivery of system RAMS documentation, as system RAM plan, system safety plan, system hazard analysis, FMECA according to CENELEC 50126, 50128, 50129 or equivalent standards. | | |

[date of signing]

[name and position of the representative of the Tenderer]

**DESCRIPTION OF THE EXPERT’S EXPERIENCE
FOR THE OPEN COMPETITION
“RELIABILITY, AVAILABILITY, MAINTAINABILITY AND SAFETY (RAMS) CONSULTANCY SERVICES”
(ID NO RBR 2020/12)**

Experience of the team lead, RAMS manager: Name, surname _____

Team lead, RAMS manager within the previous 10 (ten) years (2010 until submission of the Proposal) has obtained experience as RAMS manager in at least 2 railway infrastructure projects for HSL or conventional, or MRT or LRT.

Table No 1 (Section 8.5.1.(2) of the Regulations)

| No | Name of the railway infrastructure project for HSL or conventional, or MRT, or LRT | Start and finish (if project is finished) dates of the contract | Project description according to Section 8.5.1. (2) of the Regulations | Expert role /responsibilities in the reference project | Client, Client’s contact information for references |
|----|--|---|--|--|--|
| 1. | <i>Name of the project</i> ... | <i>(month/year - month/year)</i> | The reference Railway infrastructure project shall include at least the following systems: | Description of the project | <i>Name of the client, name of representative, phone, e-mail</i> |
| | | | Control Command and Signalling or Traction power supply | Requirement | |
| | | | | Responsibilities description | |
| | | | | Preparation of the system definition, RAM Plan and Safety plan | |

| | | | | | | | |
|------------------|-------|----------------|--|---|---------------------------------------|-------|-------|
| | | | Is it a new railway line with design speed higher than 220 km/h and with line length greater than 50 km? | <i>If yes, please indicate speed (km/h) and length (km)</i> | Planning and delivery of safety cases | | |
| | | | Is it a subject to evaluation in accordance with Section 19.4.2. of the Regulations ³⁴ ? | <i>If yes, please enclose evidence that the expert has had referred experience in reference project. Evidence could be a reference letter, or copy of signed front page of related reports, or other proof evidencing the experience.</i> | | | |
| 2. ³⁵ | | | | | | | |

English language skills³⁶:

| 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** “Reliability, availability, maintainability and safety (hereinafter - RAMS) consultancy services”, ID No RBR 2020/12. 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 as Key expert in the execution of the Contract.

In addition, I confirm that I have consented that my personal data (name, surname and signature) are processed by the Contracting Authority during this open competition.

³⁴ Procurement commission will evaluate reference project according to Section 19.4.2.2.1. if expert’s experience required in Section 8.5.1.(2) is obtained in one reference project

³⁵ Please complete information about every reference project in accordance with point 1 of the table

³⁶ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

[date of signing]

[signature]

[name of the expert]

Experience of the Key Safety engineer/expert for systems: Name, surname _____

Key Safety engineer/expert for systems within the previous 10 (ten) years (2010 to until submission of the Proposal) has obtained experience as Safety engineer/expert in at least 2 railway projects for HSL, or conventional, or MRT or LRT.

Table No 1 (Section 8.5.1.(3) of the Regulations)

| No | Name of the railway infrastructure project for HSL or conventional, or MRT, or LRT | Start and finish (if project is finished) dates of the contract <i>(month/year-month/year)</i> | Project description according to Section 8.5.1. (3) of the Regulations | | Expert role/ responsibilities in the reference project | | Client, Client's contact information for references <i>Name of the client, name of representative, phone, e-mail</i> |
|----|--|---|--|--|--|------------------------------|---|
| | | | The reference Railway Infrastructure project shall include at least the following systems: | Description of the project | Requirement | Responsibilities description | |
| 1. | <i>Name of the project</i> | <i>(month/year-month/year)</i> | Control Command and Signalling or Traction power supply | | Leading of System Hazard analysis | | |
| | | | | | Definition and management of requirements | | |
| | | | Is it a new railway line with design speed higher than 220 km/h and with line length greater than 50 km? | <i>If yes, please indicate speed (km/h) and length (km)</i> | Establishing safety cases | | |
| | | | Is it a subject to evaluation in accordance with Section | <i>If yes, please enclose evidence that the expert has had referred experience in reference project.</i> | | | |

| No | Name of the railway infrastructure project for HSL or conventional, or MRT, or LRT | Start and finish (if project is finished) dates of the contract | Project description according to Section 8.5.1. (3) of the Regulations | | Expert role/ responsibilities in the reference project | | Client, Client`s contact information for references |
|------------------|--|---|--|---|--|-------|---|
| | | | 19.4.2.2.1. of the Regulations ³⁷ ? | <i>Evidence could be a reference letter, or copy of signed front page of related reports, or other proof evidencing the experience.</i> | | | |
| 2. ³⁸ | | | | | | | |

English language skills³⁹:

| 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.

Please enclose evidence that the expert has had referred experience in reference projects. Evidence could be a reference letter, or copy of signed front page of related reports, or other proof evidencing the experience

I confirm that I have consented that my candidature is proposed in the Open competition “Reliability, availability, maintainability and safety (hereinafter - RAMS) consultancy services”, ID No RBR 2020/12. 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 as Key expert in the execution of the Contract.

³⁷ Procurement commission will evaluate reference project according to Section 19.4.2.2.1. if expert`s experience required in Section 8.5.1. (3) is obtained in one reference project

³⁸ Please complete information about every reference project in accordance with point 1 of the table

³⁹ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

In addition, I confirm that I have consented that my personal data (name, surname and signature) are processed by the Contracting Authority during this open competition.

[date of signing]

[signature]

[name of the expert]

Experience of the Key RAM engineer/expert: Name, surname _____

Key Safety engineer/expert for systems within the previous 10 (ten) years (2010 to until submission of the Proposal) has obtained experience as Safety engineer/expert in at least 2 railway projects for HSL, or conventional, or MRT or LRT.

Table No 1 (Section 8.5.1.(4) of the Regulations)

| No | Name of the railway infrastructure project for HSL or conventional, or MRT, or LRT | Start and finish (if project is finished) dates of the contract | Project description according to Section 8.5.1. (4) of the Regulations | | Expert role/ responsibilities in the reference project | | Client, Client's contact information for references |
|----|--|---|--|---|--|------------------------------|--|
| | | | The reference Railway Infrastructure project shall include at least the following systems: | Description of the project | Requirement | Description responsibilities | |
| 1. | <i>Name of the project</i> | <i>(month/year-month/year)</i> | Control Command and Signalling or Traction power supply | | Leading of System RAM analysis | | <i>Name of the client, name of representative, phone, e-mail</i> |
| | | | | | Definition of RAM requirements | | |
| | | | Is it a new railway line with design speed higher than 220 km/h and with line length greater than 50 km? | <i>If yes, please indicate speed (km/h) and length (km)</i> | Establishing RAM validation report | | |

| No | Name of the railway infrastructure project for HSL or conventional, or MRT, or LRT | Start and finish (if project is finished) dates of the contract | Project description according to Section 8.5.1. (4) of the Regulations | Expert role/ responsibilities in the reference project | Client, Client's contact information for references |
|------------------|--|---|---|---|---|
| | | | Is it a subject to evaluation in accordance with Section 19.4.2.2.1. of the Regulations ⁴⁰ ? | <i>If yes, please enclose evidence that the expert has had referred experience in reference project. Evidence could be a reference letter, or copy of signed front page of related reports, or other proof evidencing the experience.</i> | |
| 2. ⁴¹ | | | | | |

English language skills⁴²:

| 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.

Please enclose evidence that the expert has had referred experience in reference projects. Evidence could be a reference letter, or copy of signed front page of related reports, or other proof evidencing the experience

⁴⁰ Procurement commission will evaluate reference project according to Section 19.4.2.2.1. if expert's experience required in Section 8.5.1.(4) is obtained in one reference project

⁴¹ Please complete information about every reference project in accordance with point 1 of the table

⁴² Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

I confirm that I have consented that my candidature is proposed in the Open competition “Reliability, availability, maintainability and safety (hereinafter - RAMS) consultancy services”, ID No RBR 2020/12. 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 as Key expert in the execution of the Contract.

In addition, I confirm that I have consented that my personal data (name, surname and signature) are processed by the Contracting Authority during this open competition.

[date of signing]

[signature]

[name of the expert]

Experience of the Key Safety engineer for railway structures: Name, surname _____

Key Safety engineer/expert for systems within the previous 10 (ten) years (2010 to until submission of the Proposal) has obtained experience as Safety engineer/expert in at least 2 railway projects for HSL, or conventional, or MRT or LRT.

Table No 1 (Section 8.5.1.(5) of the Regulations)

| No | Name of the railway infrastructure project for HSL or conventional, or MRT, or LRT | Start and finish (if project is finished) dates of the contract <i>(month/year-month/year)</i> | Project description according to Section 8.5.1. (5) of the Regulations | | Expert role/ responsibilities in the reference project | | Client, Client's contact information for references <i>Name of the client, name of representative, phone, e-mail</i> |
|----|--|---|--|---|---|------------------------------|---|
| | | | The reference Railway infrastructure project | Description of the project | Requirement | Description responsibilities | |
| 1. | <i>Name of the project</i> | | Is it a new railway line with design speed higher than 220 km/h and with line length greater than 50 km? | <i>If yes, please indicate speed (km/h) and length (km)</i> | Leading implementation of CSM for the railway structures part | | |

| No | Name of the railway infrastructure project for HSL or conventional, or MRT, or LRT | Start and finish (if project is finished) dates of the contract | Project description according to Section 8.5.1. (5) of the Regulations | | Expert role/ responsibilities in the reference project | | Client, Client's contact information for references |
|------------------|--|---|---|---|--|-------|---|
| | | | Is it a subject to evaluation in accordance with Section 19.4.2.2.1. of the Regulations ⁴³ ? | <i>If yes, please enclose evidence that the expert has had referred experience in reference project. Evidence could be a reference letter, or copy of signed front page of related reports, or other proof evidencing the experience.</i> | Definition and management of requirements | | |
| 2. ⁴⁴ | | | | | | | |

English language skills⁴⁵:

| 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.

Please enclose evidence that the expert has had referred experience in reference projects. Evidence could be a reference letter, or copy of signed front page of related reports, or other proof evidencing the experience

⁴³ Procurement commission will evaluate reference project according to Section 19.4.2.2.1. if expert's experience required in Section 8.5.1.(5) is obtained in one reference project

⁴⁴ Please complete information about every reference project in accordance with point 1 of the table

⁴⁵ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

I confirm that I have consented that my candidature is proposed in the Open competition “Reliability, availability, maintainability and safety (hereinafter - RAMS) consultancy services”, ID No RBR 2020/12. 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 as Key expert in the execution of the Contract.

In addition, I confirm that I have consented that my personal data (name, surname and signature) are processed by the Contracting Authority during this open competition.

[date of signing]

[signature]

[name of the expert]

ANNEX NO 6

A LIST OF OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES ON
TO MEET THE REQUIREMENT OF THE OPEN COMPETITION
"RELIABILITY, AVAILABILITY, MAINTAINABILITY AND SAFETY (RAMS) CONSULTANCY SERVICES" (ID NO
RBR 2020/12)

| No | Name of the entity (registration No., legal address) | Description of the capacity |
|-----|--|-----------------------------|
| 1 | | |
| 2 | | |
| n+1 | | |

[date of signing]

[name and position of the representative of the Tenderer]

**A LIST OF SUBCONTRACTORS
 FOR THE OPEN COMPETITION
 “RELIABILITY, AVAILABILITY, MAINTAINABILITY AND SAFETY (RAMS) CONSULTANCY SERVICES” (ID NO
 RBR 2020/12)**

| No | Name of the sub-contractor (registration No., legal address) | Description of the sub-contracted task | Sub-contracted tasks | | Size of the enterprise ⁴⁶ |
|---------------------|--|--|---------------------------|---------------------------|--------------------------------------|
| | | | Amount, EUR (without VAT) | % from the proposed price | |
| I | Total amount of the sub-contracted tasks is equal to or exceeds 10% from the proposed contract price | | | | |
| 1 | | | | | |
| 2 | | | | | |
| n+1 | | | | | |
| Total: | | | | | |
| II | Total amount of the sub-contracted tasks is smaller than 10% from the proposed contract price | | | | |
| 1 | | | | | |
| 2 | | | | | |
| n+1 | | | | | |
| Total: | | | | | |
| Total (I+II) | | | | | |

[date of signing]

[name and position of the representative of the Tenderer]

⁴⁶ Please indicate the size of enterprise (small, medium or other) as defined in the Article 2 of Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise. 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

**FINANCIAL PROPOSAL
FOR THE OPEN COMPETITION
“RELIABILITY, AVAILABILITY, MAINTAINABILITY AND SAFETY (RAMS) CONSULTANCY SERVICES”
(ID NO RBR 2020/12)**

The Tenderer [*name of the Tenderer*] offers to deliver services in accordance with the Annex No 1 “**Technical specification**” for the following costs⁴⁷:

| No. | Service | Price (EUR without VAT) |
|------------------------------------|---|----------------------------|
| 1. | WP 1: Elaboration of the baseline System RAMS documentation | |
| 2. | WP 2: Elaboration of Hazard analysis for specific operational cases | |
| TOTAL PRICE (EUR) EXCL. VAT | | |

Total price EUR (excl. VAT) in words: _____.

Hourly rates for every expert for additional scope in accordance with Section 2.5. of Annex No 1 “**Technical specification**”.

| No. | Expert | Unit | Price (EUR without VAT) |
|-----|--|--------|----------------------------|
| 1. | Team lead, RAMS manager | 1 hour | |
| 2. | Key Safety engineer/expert for systems | 1 hour | |
| 3. | Key RAM engineer/expert | 1 hour | |
| 4. | Key Safety engineer for railway structures | 1 hour | |

[date of signing]

[name and position of the representative of the Tenderer]

⁴⁷ When preparing the Financial proposal, the rules of Section 17 of the Regulations shall be considered.