

Rīga

22.04.2021

Our Ref: 1.13p/LV-2021-160

***Answers to questions from the interested suppliers  
in open competition "Assessment Body (AsBo)  
services for Rail Baltica Global Project",  
identification number RBR 2021/3***

RB Rail AS presents following answers to the questions received from the interested suppliers until 21 April 2021 (10:00 am):

Nr.	Questions	Answers
1.	<p><b>Framework Agreement 6.11 and 6.12. VARIATION FEES:</b> Tenderer would like to confirm Tenderer interpretation of clauses 6.11 and 6.12: in an Assignment, Rail Baltica will only consider variations (and subsequent Fee adjustments) when the variation of the assignment is triggered by an additional service/ work that increases the said Assignment by more than 10%. Can Rail Baltica please confirm our interpretation?</p>	<p>Hereby Procurement Commission confirms your interpretation of Clauses 6.11 and 6.12 of Framework agreement (Annex No 9 of Regulations).</p>
2.	<p><b>Framework Agreement 11.5 /11.7 DEED OF ACCEPTANCE:</b> Clause 11.5 does not set a timeframe for Rail Baltica to confirm the Deed, it only references "within reasonable time or as specified in the specific Assignment Order". Upon review of the Assignment Order, we cannot locate where this information will be provided. Can Rail Baltica please elaborate further how much time is reasonable?</p>	<p>The Procurement commission kindly explains that RB Rail AS is acting as a Central Purchasing Body for the Implementing Bodies that also will be involved in the documentation review process, therefore we can't predict now how much will take acceptance of the Deed of Acceptance. Please make no doubts, RB Rail will not unreasonably delay the approval of Deed of Acceptance. The reference to an Assignment Order (AO) under Clause 11.5.1. is included only for objection notices in a sense that RB Rail AS may limit its time for issuance of objection notices within the AO if needed.</p>
3.	<p><b>Framework Agreement 14.6. INSURANCE AGAINST LIABILITY:</b> Tenderer would like to clarify the reference "the Professional risk indemnity insurance". Tenderer assumes the requirement is for the</p>	<p>The Procurement commission kindly informs that the feasibility of the particular professional risk indemnity insurance can be only assessed upon its receipt and review, therefore the Procurement</p>

	<p>following policies: Public and Products Liability AND Professional Indemnity. Tenderer interpretation is that Rail Baltica may expect a separate project insurance to be placed.</p> <p>Tenderer places a global insurance programme (renewed on an annual basis) which operates to cover all Group subsidiaries, this cover is recognised and acceptable by Rail Authorities in markets around the globe as providing comprehensive cover.</p> <p>Tenderer's Public liability policy is made on any one occurrence; Tenderer's Professional Indemnity is made on a 'claim made' basis and we have aggregated values.</p> <p>Because the insurance policies are in the name of the Tenderer, Tenderer cannot comply with 14.6.4; however our policies do contain an "Indemnity to Principal" clause and so to the extent the Tenderer has a liability, then the contractual parties will receive claim payments from the insurers.</p> <p>In addition, Tenderer shall be able to issue certificates stating the insurance requirements, however the Tenderer shall not provide a copy of insurance policy due to its confidential nature.</p> <p>Can Rail Baltica please confirm if our current policies will be acceptable to satisfy Contract requirements?</p>	<p>commission can only provide a general explanation regarding the following matters. Firstly, it should be noted that amongst other things the Professional risk indemnity insurance has to comply with the Agreement (see Clause 14.6. and further) in terms of scope, coverability, and effectiveness. Secondly, if the AsBo would be insured in compliance with the terms of the Agreement, however, the insurance would not be procured by and paid by the AsBo directly, it alone would not be conflicting with the terms of the Agreement. With respect to the confidential nature of the policy, it should be noted that Clause 14.6.5. requires for the AsBo to submit both the insurance policy and a certificate from the insurer or broker stating that the respective policy is in full force and effect. The purpose of the requirement is to provide the Principal with the ability to examine whether the terms of the policy are consistent with the requirements under the Agreement. However, the tenderer where protecting certain confidential matters not relevant for the purpose described before can also submit a certified extract of the policy reflecting the information certifying the compliance with the requirements of the Agreement.</p>
4.	<p>In order to submit our best proposal, we kindly ask to consider an extension of the deadline of 3 weeks for the proposal submission.</p>	<p>The Procurement commission has evaluated request for 3 weeks extension of proposal submission deadline however considering Procurement timeline and lack of specific justification, it is decided not to extend the submission deadline. Please be informed that the proposal submission deadline remains the same.</p>

Sincerely,

Procurement commission chairperson

N.Vjatkina

THIS DOCUMENT HAS BEEN SIGNED WITH A SAFE ELECTRONIC SIGNATURE  
AND CONTAINS A TIME-STAMP