

REGULATIONS
FOR THE PROCUREMENT
“UNDERGROUND RAILWAY STRUCTURES EXPERTISE SERVICES”
(IDENTIFICATION NO RBR 2021/28)



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

Riga 2021

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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: Satekles street 2B, Riga, LV-1050, Latvia;
- 1.4. **Contractor** - service provider awarded the right to enter into the Contract in Procurement 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;
- 1.6. **Procurement** - “Underground Railway Structures Expertise Services” (identification number: RBR 2021/28) in which all interested Suppliers are entitled to submit their Proposals;
- 1.7. **Procurement commission** – commission which composition has been established by the joint stock company RB Rail AS, order No 1.9-2021-33, dated 13 December 2021 and order No 1.9-2021-36, dated 29 December 2021 issued by the Chief Executive Officer and Chairman of the Management Board of joint stock company RB Rail AS;
- 1.8. **Proposal** - documentation package the Tenderer submits to participate in the Procurement;
- 1.9. **Regulations** – regulations of the Procurement, 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;
- 1.12. **E-Tender’s subsystem**- Contracting authority’s profile in the E-Tender’s subsystem of the Electronic Procurement System on webpage: <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/68350>.

2. GENERAL INFORMATION

- 2.1. The Identification number of the Procurement is No **RBR 2021/28**.
- 2.2. The applicable CPV code is 71000000-8 (Architectural, construction, Engineering and inspection Services).
- 2.3. The Procurement is co-financed by the Contracting authority and Connecting Europe Facility (CEF).
- 2.4. The Procurement is organized in accordance with Section 9 of the Public Procurement Law of the Republic of Latvia (hereinafter – Public Procurement Law) in effect on the date of publishing the Contract notice.
- 2.5. The estimated Contract price is EUR 25 000 (twenty-five thousand euros, 00 cents), excluding value added tax (hereinafter - VAT). Estimated Contract price is subject to available budget and the Contracting Authority shall not be obliged to acquire any guaranteed value or the full Contract price during the term of the Contract. The Contracting Authority is not bounded by the specific workload to order and will order services according to the actual need and its financial capabilities, for the prices proposed in the Tenderer’s Financial proposal.
- 2.6. Procurement documentation is published at the Contracting authority’s profile using E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Organizer/3001>) maintained by the State Regional Development Agency.
- 2.7. The Regulations is freely available in the E-Tenders subsystem (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/68350>) and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.8. Answers to the Suppliers’ questions shall be published on the E-Tenders subsystem (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/68350>) and on 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.

- 2.9. Contact person of the Contracting authority for Procurement is Procurement Specialist Agnese Gudrenika, phone: +371 20218254, e-mail address: agnese.gudrenika@railbaltica.org. *(All questions, requests for information or additional explanations shall be submitted through the E-Tenders subsystem. Answers to questions or explanations from the Contracting Authority are also provided through the E-Tenders subsystem.)*
- 2.10. The Procurement Commission and the Supplier exchange information in writing in English or Latvian (accompanied by a translation in English), by sending documents electronically via e-mail or using E-Tenders subsystem.
- 2.11. If the Supplier does not have access to the E-Tenders subsystem, the Supplier can 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/>.
- 2.12. The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing through the E-Tendering subsystem or (only in case the Supplier does not have access to the system) by sending it to the Procurement commission electronically to the e-mail (see Section 2.9. of the Regulations), indicating the Procurement Identification number.
- 2.13. Any additional information must be requested in a timely manner, so that the Procurement commission can reply on time - no later than 4 (four) days prior to the deadline of the Proposal submission. If Supplier has timely requested for additional information, the Procurement commission provides response within 3 (three) business days from the day of receipt of the request from the Supplier.
- 2.14. The Supplier covers all expenses, which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances Contracting authority will be liable for compensation of any costs and damages related to the preparation and submission of the Proposal 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 Procurement that the Tenderer submits all or part of the documents which certify Tenderer's compliance to the requirements for the selection of the 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 presents to Procurement commission original documents.
- 3.3. During the Proposal evaluation, the Procurement commission has the right to request the Tenderer to clarify the information included in its Proposal.
- 3.4. If the Procurement commission determines that the information about the Tenderer or persons upon whose capacity the Tenderer is relying that is included in submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies 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 requested to clarify 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. 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 documentation of the Procurement process.
- 4.2. The Procurement commission ensures free and direct electronical access to all procurement documentation on the E-Tenders subsystem (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/68350>) and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 4.3. If an additional information has been requested according to Section 2.12 of the Regulations, Contracting authority sends this information to the Supplier who asked the question, publishes this information in E-Tenders subsystem (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/68350>)

and on its webpage <http://railbaltica.org/tenders/> where Procurement documents are available, indicating the question asked.

- 4.4. The exchange and storage of information shall be carried out in such 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. From the day of submission of Proposals until the opening of the Proposals the Contracting authority does not disclose any information regarding the existence of other Proposals. During the time of Proposal evaluation, the Contracting authority does not disclose any information regarding the evaluation process until the announcement of the results.
- 4.5. The Procurement commission evaluates the Tenderers and their Proposals based on the Public Procurement Law, Procurement documents, as well as other applicable regulatory enactments.

5. THE RIGHTS OF THE TENDERER

- 5.1. The Tenderer has the right to submit Tenderer's Electronic Procurement System registration documents (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. 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.
- 5.3. 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 an application to the Administrative court according to the procedure stipulated in the Section 9, Paragraph 23 of the Public Procurement Law and Administrative Procedure Law of the Republic of Latvia regarding the Tenderer selection requirements, Technical specification or other requirements relating to Procurement, or relating to the activities by the Contracting authority or the Procurement commission during the Procurement.

6. SUBJECT-MATTER OF THE PROCUREMENT

- 6.1. The subject-matter of the Procurement is on-demand based expertise services for underground railway structures for Rail Baltica Global Project (hereinafter – Services) in accordance with Technical specification (Annex No 1) and Draft Contract (Annex No 5).
- 6.2. The delivery of the Services will take place on Pan Baltic level (Estonia, Latvia, Lithuania).
- 6.3. The period of provision of Services is until 31 December 2022, from the Contract commencement date or until the cap value of the Contract has been reached whichever occurs first.
- 6.4. If the cap value of the Contract is not reached on 31 December 2022, depending on actual need and financial capabilities, parties have rights to extend the period of provision of the Services until the cap value of the Contract is reached or for another period of time (within conditions stipulated in the Section 60 of the Public Procurement Law).
- 6.5. The subject-matter of Procurement is not divided into lots.
- 6.6. The Tenderer shall submit only one Proposal for the entire volume of the Procurement.
- 6.7. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal will be submitted, 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 (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:
 - (a) A group of Suppliers who have formed a partnership for Procurement. In this case **all the members of the partnership shall be listed in Application for participating in the**

Procurement (Annex No 2). 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 Latvian Civil Law 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 Latvian Commercial Law, Chapter IX and X) and notify the Contracting authority in writing,

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

8. SELECTION CRITERIA FOR TENDERERS

8.1. Exclusion grounds

The Contracting authority shall exclude the Tenderer to whom the Contract would be awarded, from the participation in the Procurement in any of the following cases:

No	Exclusion ground	Documents to be submitted (unless documents are specifically requested by the Procurement commission, no obligation to submit any)*
8.1.1.	Insolvency proceedings of the Tenderer (or any member of the partnership if the Tenderer is a partnership, as well as entity on whose capacities the Tenderer relies upon if the Tenderer attracts any) have been announced (except for the case where a set of measures is applied within insolvency proceedings oriented towards restoration of solvency of the debtor), economic activity thereof has been suspended or the Tenderer is liquidated.	<ul style="list-style-type: none"> - For the Tenderer (or any member of the partnership if the Tenderer is a partnership, as well as entity on whose capacities the Tenderer relies upon if the Tenderer attracts any) which is <i>registered or permanently residing in Latvia</i>, the Contracting authority shall verify the information itself by using the information system laid down by the Cabinet of Ministers, obtaining information from the Enterprise register. - For the Tenderer (or any member of the partnership if the Tenderer is a partnership, as well as entity on whose capacities the Tenderer relies upon if the Tenderer attracts any) which is <i>registered or permanently residing outside of Latvia</i>, the Tenderer shall submit an appropriate document issued by a competent authority of the country of registration or residence (e.g. a copy of a valid registration certificate).
8.1.2.	It has been established that on the last day of the term for submission of tenders, or on the day when the decision is taken to possibly award the Contract, the Tenderer (or any member of the partnership if the Tenderer is a partnership, as well as entity on whose capacities the Tenderer relies upon if the Tenderer attracts any) has tax debts in Latvia or in the country of registration or permanent residence thereof, including the debts of mandatory State social insurance contributions which exceed EUR 150 in total in any country.	<ul style="list-style-type: none"> - For the Tenderer (or any member of the partnership if the Tenderer is a partnership, as well as entity on whose capacities the Tenderer relies upon if the Tenderer attracts any) which is <i>registered or permanently residing in Latvia</i>, the Contracting authority shall verify the information itself on the information system stipulated by the Cabinet of Ministers in accordance with the procedures stipulated by the Cabinet of Ministers, obtaining information from the State Revenue Services and local governments of Latvia. - For the Tenderer (or any member of the partnership if the Tenderer is a partnership, as well as entity on whose capacities the Tenderer relies upon if the Tenderer attracts any) which is <i>registered or permanently residing outside of Latvia</i> the Tenderer shall submit an

No	Exclusion ground	Documents to be submitted (unless documents are specifically requested by the Procurement commission, no obligation to submit any)*
		appropriate statement issued by a competent authority of the country of registration or residence (e.g. Certificate on payment of taxes) stating tax debts on the last day of the term for submission of tenders AND on the day when the decision is taken to possibly award the Contract.
8.1.3.	<p>A person preparing the Procurement procedure documents (an official or employee of the Contracting authority), a member of the Procurement commission, or an expert is related to the Tenderer (within the meaning of Section 25, Paragraph one or two of the Public Procurement Law), or is interested in the selection of the Tenderer, and the Contracting authority has no possibility to prevent this situation by less restrictive measures with respect to the Tenderer.</p> <p>A person who drafted the Procurement documents (Contracting authority's official or employee), Procurement commission member or expert is presumed to be related to the Tenderer if they are:</p> <ol style="list-style-type: none"> 1) the current or former employee, official, shareholder, stockholder, a proctor or member of a legal person - candidate, tenderer, or subcontractor, and if this connection with the legal person has terminated within the last 24 months, 2) the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister, or spouse (hereinafter - the relative) of a stockholder who owns at least 10 per cent of stocks, shareholder, proctor, or official of a legal person - candidate, tenderer, or subcontractor, 3) the relative of a natural person - candidate, tenderer, or subcontractor. <p>If the Tenderer is a partnership, consisting of natural or legal persons, or Tenderer attracts entity on whose capacities the Tenderer relies upon, a relation to the Tenderer is presumed also if a person who drafted the Procurement documents (Contracting authority's official or employee), Procurement commission member or expert is related to a member of a partnership or entity on whose capacities the Tenderer relies upon in any of the above-mentioned ways.</p>	No obligation to submit documents, unless specifically requested by the Procurement commission.

No	Exclusion ground	Documents to be submitted (unless documents are specifically requested by the Procurement commission, no obligation to submit any)*
8.1.4.	The Tenderer is a legal person or association of persons registered in an offshore ¹ .	<ul style="list-style-type: none"> - For the Tenderer which is <i>registered or permanently residing in Latvia</i>, the Contracting authority shall verify the information itself by using the information system laid down by the Cabinet of Ministers, obtaining information from the Enterprise register. - For the Tenderer which is <i>registered or permanently residing outside of Latvia</i>, the Tenderer shall submit an appropriate document issued by a competent authority of the country of registration or residence (e.g. a copy of a valid registration certificate) confirming the country of registration.
8.1.5.	<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> <ol style="list-style-type: none"> 1) Tenderer or a person who is the Tenderer's management board or supervisory board member, beneficial owner², 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, 2) member of the partnership or a person who is the partnership's management board or supervisory board member, beneficial owner³, person with representation rights or a procura holder (if the Tenderer is a partnership), 3) subcontractor indicated by the Tenderer whom direct payments to be made or a person who is the subcontractor's management board or supervisory board member, beneficial owner⁴, person with representation rights or a procura holder, 	<ul style="list-style-type: none"> - For the Tenderer and/or subcontractor (or any member of the partnership if the Tenderer or subcontractor is a partnership) <i>registered in Latvia</i>, the Contracting authority shall verify the information itself from the Enterprise register. - For the Tenderer and/or subcontractor (or any member of the partnership if the Tenderer or subcontractor is a partnership) <i>registered outside of Latvia</i>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration with all the information regarding the Tenderer and subcontractor that is necessary for the exclusion ground check according to Section 8.1.5. of this Regulation, including information regarding the beneficial owner of the Tenderer and subcontractor or information regarding the fact that the beneficial owner cannot be identified.

¹ **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.

² **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 interest's 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.

³ Ibid.

⁴ Ibid.

No	Exclusion ground	Documents to be submitted (unless documents are specifically requested by the Procurement commission, no obligation to submit any)*
	<p>or a person who is authorized to represent the subcontractor in operations in relation to a branch or member of the partnership or a person who is the partnership’s management board or supervisory board member, beneficial owner⁵, person with representation rights or a procura holder (if the subcontractor is a partnership) in case Tenderer has not substituted such subcontractor in accordance with the procedures specified by the laws and regulations</p> <p>and such sanctions can affect the execution of the Contract.</p>	

* In case Tenderer (or any member of the partnership if the Tenderer is a partnership, as well as entity on whose capacities the Tenderer relies upon if the Tenderer attracts any) is registered or permanently residing outside of Latvia, the Contracting authority strongly recommends that the Tenderer starts gathering the indicated evidence documents as soon as possible to have the documents ready to be sent to the Contracting Authority in case it is awarded the Contract. The Tenderer may submit indicated evidence documents for exclusion ground check at the time of submitting Proposal.

8.2. Legal standing and suitability to pursue the professional activity

Requirement	Documents to be submitted
The Tenderer (or any member of the partnership if the Tenderer is a partnership, as well as entity on whose capacities the Tenderer relies upon if the Tenderer attracts any) must be registered in the Enterprise Register or Population Register, or an equivalent register in their country of residence, if the legislation of the respective country requires registration of natural or legal persons.	<ul style="list-style-type: none"> - For the Tenderer (or any member of the partnership if the Tenderer is a partnership, as well as entity on whose capacities the Tenderer relies upon if the Tenderer attracts any) which is a legal person <i>registered or permanently residing in Latvia</i>, the Contracting authority shall verify the information itself in publicly available databases. - For the Tenderer (or any member of the partnership if the Tenderer is a partnership, as well as entity on whose capacities the Tenderer relies upon if the Tenderer attracts any) which is a legal person <i>registered or permanently residing outside of Latvia</i> – an appropriate document issued by a competent authority of the country of registration or residence (e.g. a copy of a valid registration certificate) wherefrom at least the fact of registration, shareholders, officials and procura holders (if any) can be determined. If the regulatory enactments of the respective country do not provide for the issuance of a registration document, then the Tenderer shall indicate in the Application for

⁵ Ibid.

Requirement	Documents to be submitted
	<p>participation in the Procurement (Annex 2) the competent authority in the respective country, which may certify the fact of registration.</p> <ul style="list-style-type: none"> - For the Tenderer (or any member of the partnership if the Tenderer is a partnership, as well as entity on whose capacities the Tenderer relies upon if the Tenderer attracts any) which is a natural person – a copy of an identification card or passport.

8.3. Technical and professional ability

Requirement	Documents to be submitted
<p>The Tenderer within the previous 7 (seven) years (2015 – 2021 and 2022 until the submission date of the Proposal) has provided expertise service for at least 1 (one) railway underground structure design project which meet following conditions:</p> <p>1) for railway line with designed speed above 160 km/h,</p> <p>2) railway underground structure design is compliant with the Technical Specification for Interoperability on Safety in Railway Tunnels (SRT TSI) requirements or SRT TSI verified.</p>	<ul style="list-style-type: none"> - Filled and signed Description of the Tenderer’s Previous Experience for the Procurement (Annex No 3), specifying information after the assessment of which the Contracting Authority can verify compliance of the Tenderer’s experience with all the requirements set in Section 8.3. of the Regulations.

- 8.4. Statements and other documents issued by Latvian competent authorities in the cases referred to in Public Procurement Law of the Republic of Latvia (regarding exclusion ground evidences) shall be accepted and recognized by the Procurement Commission if they have been issued not earlier than one month prior to the day of submission, but the statements and other documents issued by foreign competent authorities (regarding exclusion ground evidences) shall be accepted and recognized by the Procurement Commission if they have been issued not earlier than six months prior to the day of submission, unless the issuer of the statement or the document has specified a shorter term of validity thereof.
- 8.5. 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 on oath have been given.
- 8.6. Information provided in the Proposal to prove the compliance with above-mentioned requirements for Technical and professional ability (Section 8.3 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 information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulations.

9. RELIANCE ON THE CAPACITY OF OTHER PERSONS

- 9.1. For the fulfilment of the Contract, to comply with the selection requirements for the Tenderers relating to the economic and financial standing and technical and professional capacity, the 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 Entities on whose capabilities the Tender is relying (Annex No 4) and proves to the Contracting authority that the Tenderer will 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 the Tenderer will in fact use the resources of such person upon whose capacity the Tenderer relies.
- 9.1.3. The Contracting authority shall require joint and several liabilities for the execution of the Contract between the:
- (a) Tenderer and a person on whose capacity the Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract;
 - (b) Each member of the partnership (if the Tenderer is a partnership) on whose capacity the 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 the Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 8.1. of the Regulations.

10. FINANCIAL PROPOSAL

- 10.1. The Financial proposal shall be submitted as a part of Application for participation in the Procurement (Annex No 2).
- 10.2. The hourly rate shall be specified in EUR per hour.
- 10.3. 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. CONTENTS AND FORM OF THE PROPOSAL

- 11.1. Proposal must be prepared and submitted electronically on E-Tender's subsystem (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/68350>) in accordance with the following options for the Tenderer:
- 11.1.1. by using the available tools of E-Tender's subsystem, filling the attached forms of the E-Tenders subsystem for Procurement,
- 11.1.2. 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),
- 11.1.3. 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).
- 11.2. During preparation of the Proposal, Tenderer shall respect the following requirements:
- 11.2.1. Each document mentioned in Section 11.3 of the Regulations must be filled separately, each in a separate electronic document in line with forms attached to Procurement on E-Tender's

subsystem (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/68350>), in a format compatible with standard office software tools. Application form shall be in a format compatible with Microsoft Office 2010 (or later software version) tools,

11.2.2. by submitting the Proposal, the Tenderer signs the Proposal (its parts, if signed separately) with a certified electronic signature and valid time seal or with electronic signature provided by Electronic Procurement System. The Tenderer is entitled to sign all documents as one set with one secure electronic signature,

11.2.3. the Proposal (its parts, if signed separately) shall be signed by a person who is legally representing the Tenderer or is authorized to represent (have the right of signature, i.e., it is an official having the right of signature) the Tenderer or a member of a partnership, or a person on whose capacity a 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.

11.3. Documents to be included in the Proposal:

11.3.1. filled and signed **Application for participation in the Procurement** (including Technical and Financial proposal) **in accordance with Annex No 2,**

11.3.2. **a document (power of attorney, authorization agreements etc. expressis verbis stating the authorizations to sign, submit and otherwise manage the documents) confirming the rights of the persons who have signed the Proposal (its parts, if signed separately or any other submitted documents including any agreement) to represent the Tenderer (or a member of the partnership or a person on whose capacity the Tenderer is relying),** if it is not signed by the legal representative of the Tenderer (or member of the partnership or person on whose capacity the Tenderer is relying). For a Tenderer (or a member of a partnership, a person on whose capacity a Tenderer is relying) which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases. If the Tenderer (or a member of a partnership, or a person on whose capacity a Tenderer is relying) submits a power of attorney (original or a copy) there shall be additionally submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer,

11.3.3. Information and documents confirming compliance of the Tenderer with the selection criteria according Section 8 of the Regulations:

11.3.3.1. if the Tenderer is natural person- **a copy of an identification card or passport;**

11.3.3.2. if the Tenderer is foreign company- **an appropriate document issued by a competent authority of the country of registration or residence (e.g. a copy of a valid registration certificate) wherefrom at least the fact of registration, shareholders, officials and procura holders (if any) of Tenderer (or member of a partnership if the Tenderer is a partnership or a person on whose capacity the Tenderer is relying to certify its compliance with the requirements) can be determined,**

11.3.3.3. Filled and signed **Description of the Tenderer's Previous Experience for the Procurement (Annex No 3).**

11.3.4. If the Tenderer is relying on other entities capacity, filled and signed **List of entities on whose capacity the tenderer is relying to meet the qualification requirements (Annex No 4), information and documents to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the Contract,**

11.3.5. If a Proposal is submitted by a partnership, **an agreement (or Letter of Intent to enter into agreement) signed by all members on the participation in the Procurement which lists responsibilities of each and every partnership member and which authorizes 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.**

11.4. 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. ENCRYPTION OF THE PROPOSAL INFORMATION

- 12.1. E-Tenders subsystem ensures first level encryption of the information provided in the Proposal documents.
- 12.2. If the Tenderer applied additional encryption to the information in the Proposal (according to Section 11.1.3 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.

13. SUBMISSION OF THE PROPOSAL

- 13.1. The Proposal (documents referred to in the Section 11.3 of the Regulations) shall be submitted electronically using the E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/68350>) by:

31 January 2022 till 15:00 o'clock (Eastern European Time (EET), Riga (Latvia))

- 13.2. 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 subsystem.
- 13.3. Only Proposals submitted through E-Tenders subsystem will be accepted and evaluated for participation in the Procurement. Any Proposal submitted outside the E-Tenders subsystem will be declared as submitted in a non-compliant manner and will not participate in the Procurement.

14. VERIFICATION OF PROPOSALS FOR COMPLIANCE

- 14.1. The Procurement commission shall proceed with the verification of compliance of Proposals received. The Procurement commission opens and evaluates the Proposals in a closed session.
- 14.2. The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in Section 11 of the Regulations and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.
- 14.3. The Procurement commission verifies whether the Tenderers comply with the selection criteria (Section 8.2. – 8.3) for the Tenders and selects compliant Tenderers for further evaluation.
- 14.4. Procurement commission is entitled to perform evaluation of the compliance only for the Tenderer to whom the rights to conclude the Contract may be assigned according to Contract award criteria.

15. VERIFICATION OF FINANCIAL PROPOSALS

- 15.1. The Procurement commission verifies whether Tenderers have completed Financial proposal in accordance with the requirements.
- 15.2. 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.
- 15.3. The Procurement commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial proposal.
- 15.4. When evaluating the Financial proposal, the Procurement commission takes corrections into account.
- 15.5. 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.
- 15.6. The Procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low Proposals.

16. CONTRACT AWARD CRITERIA

- 16.1. The Proposal selection criterion is the most economically advantageous proposal according to the evaluation methodology described in this Section below.
- 16.2. The most economically advantageous proposal in the Procurement shall be Proposal with the lowest proposed hourly rate EUR without VAT (the only evaluation criterion), which complies with the requirements stipulated by the Regulations.

- 16.3. The Procurement commission shall determine a Tenderer in accordance with Section 16.2 of the Regulations and the Contract shall be awarded to the Tenderer with lowest proposed hourly rate.
- 16.4. In case several Tenderers will propose equal hourly rate, Procurement commission will invite representatives of those particular Tenderers and organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, Procurement commission will carry out the draw without representatives of Tenderers present by inviting impartial participant from the Contracting authority.

17. TENDERER CHECK PRIOR TO MAKING THE DECISION REGARDING THE CONCLUSION OF THE CONTRACT

- 17.1. Prior to making the decision about assigning rights to conclude the Contract, the Procurement commission performs a check regarding the existence of exclusion grounds for Tenderers, members of a partnership (if the Tenderer is a partnership) and persons on whose capacity the Tenderer is relying to certify its compliance with the requirements stipulated in Section 8.1. of the Regulations.
- 17.2. 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) or a person on whose capacity the 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, the 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.
- 17.3. If the Tenderer fails to submit required evidence about itself before the deadline, the Procurement commission excludes the Tenderer from participation in the Procurement.

18. DECISION MAKING, ANNOUNCEMENT OF RESULTS AND ENTERING INTO A CONTRACT

- 18.1. The Procurement commission selects the Tenderers in accordance with the set selection criteria for the 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 16 of the Regulations.
- 18.2. Within 3 (three) business days from the date of decision about the Procurement results the Procurement commission informs all Tenderers about the decision made by sending the information by post or electronically (including through the E-Tenders subsystem) and keeping the evidence of the date and means of sending the information. The Procurement commission announces the name of the successful Tenderer, indicating:
 - 18.2.1. to the rejected Tenderer - the reasons for rejecting its Proposal,
 - 18.2.2. to the Tenderer who has submitted an eligible Proposal - the characterization of the successful Proposal and the relative advantages,
 - 18.2.3. the deadline by which the Tenderer may submit an application to the Administrative court regarding violations of the public procurement procedure.
- 18.3. If the Procurement is terminated, the Procurement commission within 3 (three) business days simultaneously informs all Tenderers about the date of decision, all the reasons because of which the Procurement is terminated and informs about the deadline within which a Tenderer may apply to the Administrative court regarding the violations of the public procurement procedure.
- 18.4. The Procurement commission when informing for 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.
- 18.5. The selected Tenderer upon receiving the specific notification from Procurement commission must:
 - 18.5.1. within 5 (five) business days – to submit to the Contracting authority a copy of partnership agreement or notification regarding the establishment of a general or limited partnership, if required pursuant to requirements under Section 7.1.2. (a) of the Regulations;
 - 18.5.2. within 10 (ten) days – to sign the Contract.

- 18.6. The Contract shall be concluded based on the Tenderer's Proposal and in accordance with Draft Contract (Annex No 5).
- 18.7. The Procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulations:
 - 18.7.1.refuses to conclude a partnership Contract or 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,
 - 18.7.2.refuses to conclude the Contract or does not submit signed Contract within the deadlines defined in the Regulations.
- 18.8. In any of such a case mentioned in Section 18.7 of the Regulations the Procurement commission is entitled to terminate this Procurement without selecting any Proposal or to select the Proposal with the next lowest proposed Contract price. For either of these decisions a written decision must be made.
- 18.9. 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 18.5 of the Regulations, the Procurement commission decides to terminate the Procurement without selecting any Proposal.

ANNEXES:

1. Technical specification (Annex No 1)
2. Application for participation in the Procurement (including Technical, Financial proposal) (Annex No 2)
3. Description of the Tenderer's experience (Annex No 3)
4. List of entities on whose capabilities the tenderer is relying (Annex No 4)
5. Draft Contract (Annex No 5) *Please refer to the separate file*

Procurement commission chairperson

A. Gudrenika

TECHNICAL SPECIFICATION FOR THE PROCUREMENT
"Underground Railway Structures Expertise Services"
(ID NO. RBR 2021/28)



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

Riga
2021

1. INTRODUCTION TO RAIL BALTICA

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.

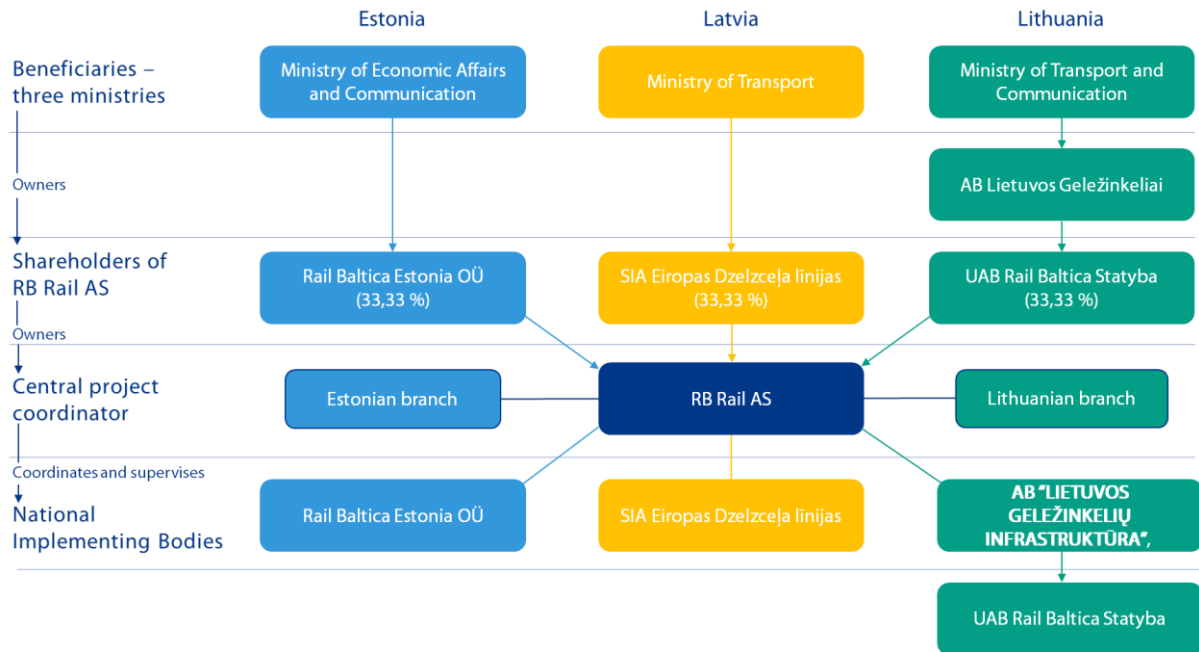
The ambitions of the Rail Baltica Global project (Global Project) are:

- 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 trans-shipment 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.

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 diagram below illustrates the shareholder and project governance structure of the Rail Baltica project.



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 applications were successful and INEA grants are available to support the Global Project expenses.

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 and ERTMS equipped mixed use railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Panevėžys (LT), Kaunas (LT) to the Lithuania/Poland state border (including a Kaunas – Vilnius spur) with a design speed of 240km/h. 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.

The expected core outcome of the Rail Baltica Global Project is a European gauge (1435mm) double-track railway line of almost 900 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/>.

2. OBJECTIVE AND GENERAL DESCRIPTION OF THE SERVICES

2.1. General Description

Cut & Cover construction method is especially suitable for superficial tunnels or with little coverage of the ground, allowing the execution of the support system, as well as the total or partial excavation of the tunnel shaft from the open space occupied by the infrastructure itself.

The construction methods proposed for the three underground structures in Rail Baltica Project are amply tested and do not represent de facto any technological novelty for Companies.

However, the daily routine in the development of this type of projects hides specific technical difficulties that should not be underestimated, which give rise to projects that are especially complex from a constructive point of view and which, if not addressed with the appropriate technical solutions serious problems both in the construction phase and in the exploitation phase of the infrastructure.

Among all the difficulties and construction problems it is worth highlighting all those related to the execution of underground structures below the water table or in areas with a high-water table, as happens in the following underground structures object of this process.

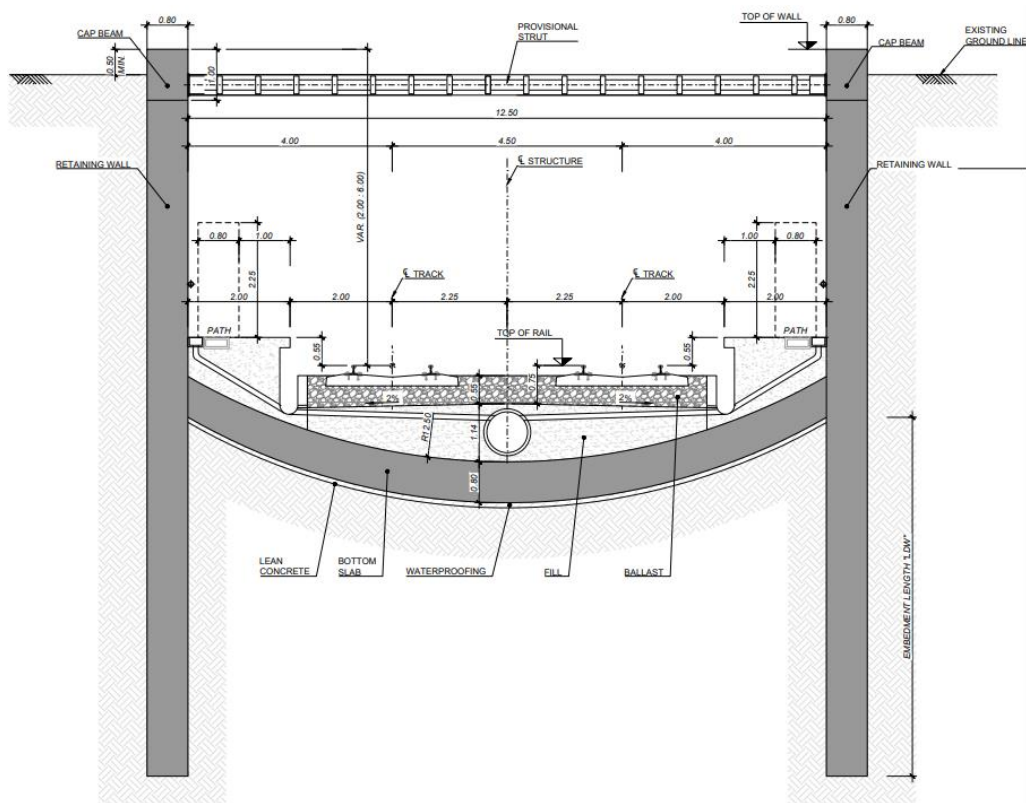
Thus, the presence of this phenomenon usually will generate various technical problems, including the following:

- 1) The increase of the efforts in the support systems due to the hydrostatic pressure of the water.
- 2) The increase in the instability of the terrain due to the siphoning generated by the upward flow of water from the outer face of the tunnel to the interior.

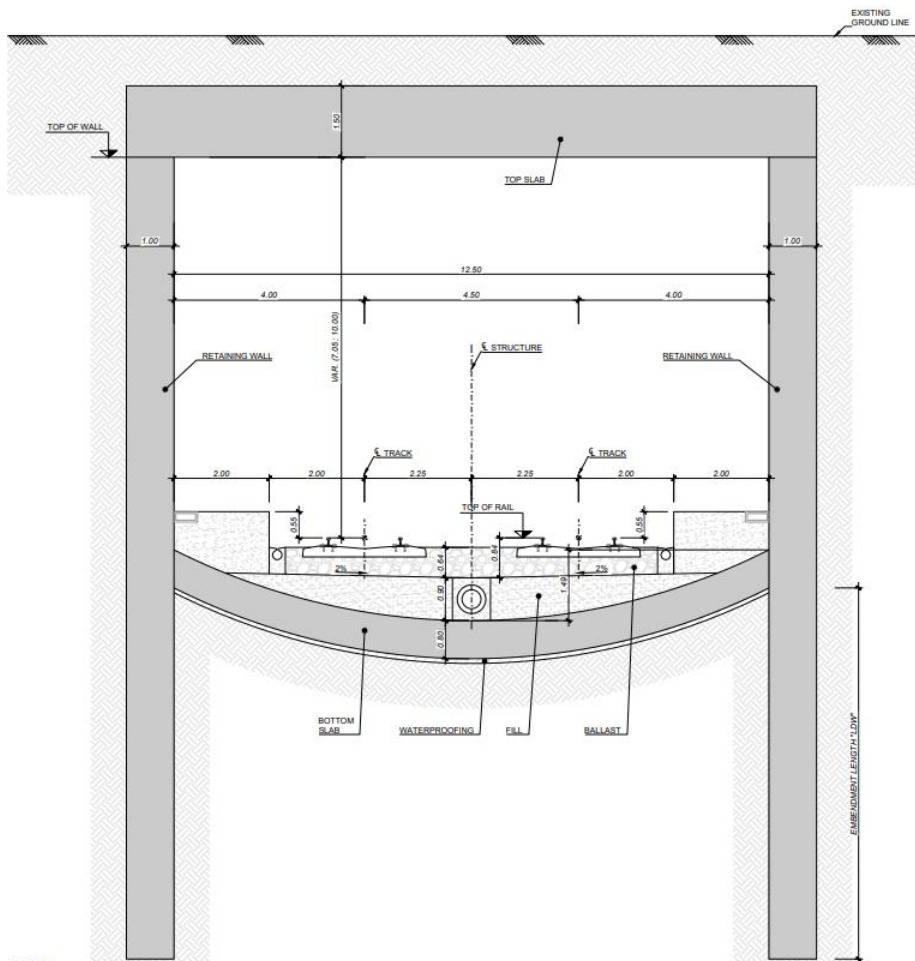
- The underestimation of the technical problems generated by the incidence of the water table in the construction of cut & cover tunnels will lead to very negative consequences for both the builder and the operator. It will produce almost immediate cost overruns and a significant increase in construction times as well as potential problems of operation, maintenance or even damage to neighboring areas in the event of not facing adequate solutions during the design and construction phases.

A. Open ramp





C. Cut and Cover



2.3. Description of the Services

Contracting authority is seeking for independent expertise services according to the tasks specified in the Technical Specification. **The impartiality and neutrality of the Tenderer or any of involved experts will not be jeopardised during the provision of expertise services and the Tenderer or any of involved experts will not be in a conflict of interest when providing the services.** Tenderer shall not have signed Contract for design of any Rail Baltica Global Project main line sections, nor its proposed expert - Structural Engineer, has been involved in such designs.

Tenderer provides Contracting authority with the consulting services (including the preparation of supporting documentation, studies, feasibility solution studies etc. studies and services) in planning, implementing and monitoring the following Rail Baltica Global Project elements at all stages of its implementation:

ELEMENT	TYPE OF STRUCTURE	LOCATION	CHAINAGE	CONSTRUCTION METHOD
1	Underground Structure	Estonia DS2	2+300 – 2+500	Open Cut
			2+500 – 2+800	Open Cut – Bracing
			2+800 – 3+300	Cut & Cover
			3+300 – 4+000	Open Cut
2	Underground Structure	Estonia DS2	10+200– 11+400	Cut & Cover
			11+400– 11+595	Open Cut – Bracing
3	Underground Structure	Latvia DS1	22+350 – 22+641	Open Ramp
			22+641 – 22+900	Cut & Cover
			22+900 – 23+700	Open Ramp – Bracing

(Information considered in VE stage. Chainages could vary slightly due to adjustments during MD stage)

2.4. Main tasks

The main tasks of the services are:

- 1) to provide consultations and technical advice on railway underground structure solutions regarding following items:
 - tunnel design from technical, economical (CAPEX, OPEX) point of view including durability and sustainability of the structure,
 - construction duration considering impact on operational plan and existing infrastructure constrains,
 - consultation on construction technology in urban and sub-urban areas,
 - design calculations considering applicable standards and regulations,
 - inspection, maintenance, monitoring proposal verification and alternative proposals, if any,
 - assessment and evaluation of technical Specification for construction works,
 - associated risks during construction period due to complicated constrains such as ground conditions, high ground water level, dense urban area and similar,
 - any other relating concern from technical point of view (ie. ventilation, tunnel mouth design, air pressure variations; fire safety, security, emergency, evacuation requirements; communication and utility systems etc.),
- 2) to provide assessment benchmarking on other European railway projects and to propose optimization for the given solution, especially from CAPEX, OPEX and durability point of view,

- 3) services are required on Pan-Baltic level through different project design stages (Conceptual Design, Value Engineering, Master Design, Detailed Technical Design),
- 4) any assessment shall comply with TSI, Eurocodes and RBR Design guideline requirements in order to choose best state of art solution for Rail Baltica Global Project,
- 5) as per request by Contracting authority, to conduct workshops and subsequent conversations.

Please note that there could be more activities not described here, which corresponds to the Rail Baltica Global Project.

3. EXPERT

For fulfilment of each order, Tenderer shall ensure Contracting authority with at least one independent, professional expert - Structural Engineer who meets all the following requirements:

- 1) Master's degree in Civil engineering or equivalent⁶,
- 2) within the last 7 (seven) years (2015 – 2021), has experience in position as leading engineer/senior designer who completed at least 1 (one) railway underground structure design or construction project where:
 - construction has been started and/or completed,
 - engineer participated as an active part in its technical design/construction,
 - project infrastructure is compliant with SRT TSI requirements.
- 3) English language skills (at least B2 Level - based on Common European Framework of Reference for Languages⁷) in communication, presentation, negotiation and report writing.

The expert - Structural Engineer shall be available on-demand bases throughout the period of validity of the Contract.

In addition to ensuring expert - Structural Engineer, the Tenderer may also ensure the involvement of other experts or personnel in the performance of the provision of the service.

4. LANGUAGE

The Service shall be provided in English language.

5. COMMUNICATION

To be agreed separately in each case. Primary communication way is through MS Teams or similar. The Contracting authority may invite the Tenderer to provide support for meetings in person.

6. SCOPE OF DELIVERABLES

- 6.1. All deliverables shall be in written form or served as mutual advice.
- 6.2. The Tenderer shall prepare results of the review/ analysis or answers to the questions in written form and submit to Contracting authority per e-mail to designated contact person.
- 6.3. The Contracting authority might invite Tenderer to represent support Contracting authority in technical meetings with Designers or Experts.
- 6.4. The Contracting authority might invite Tenderer to present findings and results of the review / analysis to RBR Technical division, Implementing bodies and any other affected party.

7. IMPLEMENTATION OF THE SERVICE

- 7.1. The Service will be ordered on demand and scope and timing will be agreed separately in each case (order).
- 7.2. The Contracting authority shall place particular order for Services by having its authorized person send an e-mail to the Tenderer's authorized person and specifying the required Services content, scope, form of deliverable, planned required hours, any deadline, further requirements and any

⁶ Here and for all references of required education: minimal education degree of an expert is specified as a requirement. Tenderer is obligated to provide necessary information and evidence confirming that expert education (specialisation) is directly linked to the professional profile of the corresponding expert for which an expert is applying for.

Equivalent level of master's degree corresponds to the learning outcomes for level 7 as described in the Framework for Qualifications of the European Higher Education Area.

⁷ See <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

other specifics as may be relevant. The order is valid if it is sent by the Contracting authority's authorized person as distinguishable from the e-mail address specified in the Contract.

- 7.3. The order shall be deemed received on the same day the order is sent into the e-mail address of the Tenderer's authorised person.
- 7.4. The Tenderer confirms the receipt and acceptance of the order for execution within 5 (five) business day from the day of its receipt by sending an e-mail including proposed expert - Structural Engineer, estimated workload in hours, deadline and any specifics as may be relevant to the Contracting authority's authorized person to the e-mail address specified in the Contract.
- 7.5. The Tenderer shall propose expert - Structural Engineer, who will be directly responsible for the provision of particular order by submitting to the Contracting authority Annex E of the Contract, signed by the relevant expert - Structural Engineer and all other respective documentation.
- 7.6. The Tenderer is obliged to commence provision of Services not later than within 7 (seven) business days following the Contracting authority's request, unless agreed otherwise between the parties.

8. REIMBURSEMENT OF TRAVEL EXPENSES

- 8.1. If a specific order requires a physical presence, the parties shall beforehand agree on reimbursement of travel and accommodation expenses as set in Section 8 of this Technical Specification.
- 8.2. Upon request the Contracting authority shall reimburse the travel expenses incurred by the Tenderer during the provision of services only in the following cases:
- 1) travel expenses are indicated and agreed in the corresponding order,
 - 2) travel expenses incurred for the implementation of the corresponding order,
 - 3) travel expenses are justified by documents.
- 8.3. In case the Contracting authority for the implementation of a particular order requires an expert - Structural Engineer to travel from his/her place of residence or Consultant's office (whatever is applicable) for more than 200 km one way, the Contracting authority shall reimburse incurred travel⁸ expenses and pay for accommodation (only when the implementation of the order requires overnight stay and the hotel will be chosen by the Contracting authority) for every expert - Structural Engineer included in a particular order.
- 8.4. For the implementation of an order where traveling is included, the expert - Structural Engineer shall ensure average level economical travel and accommodation expenses.
- 8.5. The following travel expenses are subject to reimbursement:
- 1) Bus travel - for a distance of less than 400 km one way,
 - 2) Second-class rail travel - for a distance of less than 400 km one way,
 - 3) Economy class air travel - for a distance of more than 400 km one way.
- 8.6. A travel expense (a return ticket) shall not exceed 500 EUR. Travel expense exceeding 500 EUR on return ticket will be reimbursed at 500 EUR max.
- 8.7. The Contracting authority does not cover other expenditure, including but not limited to daily allowance, meals, local transport, sundry expenses, as well as accident insurance.

⁸ The point of departure shall be limited to the location in Europe.

ANNEX NO 2: APPLICATION
APPLICATION FOR PARTICIPATION IN THE PROCUREMENT (INCLUDING TECHNICAL, FINANCIAL PROPOSAL)
“UNDERGROUND RAILWAY STRUCTURES EXPERTISE SERVICES”
(ID NO. RBR 2021/28)
1. THE TENDERER

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)	

2. DECLARATION

By submitting the Proposal, the Tenderer hereby:

- 2.1. Confirms participation in the Procurement “Underground Railway Structures Expertise Services”, ID No RBR 2021/28,
- 2.2. Confirms that they have the legal right to provide the services,
- 2.3. Confirms that Regulations and its Annexes are clear and understandable, that it does not have any objections and complaints; in the preparation and submission of its Proposal, Tenderer has fully considered requirements of the procurement documentation and all the clarifications issued by the Contracting authority,
- 2.4. Confirms that offered services are free from all liens, interests or other rights of third parties,
- 2.5. Confirms that they have prepared the Proposal without connection with any other person, company or parties likewise submitting a Proposal and that it is prepared in all respects for in good faith, bona fide, without collusion or fraud,
- 2.6. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the Procurement before entry into Contract on the grounds specified in the Regulations or the law,

2.7. Guarantees that all information and documents provided are true,

2.8. Confirms⁹ that meets the criteria of (please indicate by ticking relevant box):

☐ small

☐ medium

☐ other

sized enterprise¹⁰ as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise¹¹

2.9. Certify the correctness of all submitted documents’ derivatives and translations (*please include if applicable*).

3. TECHNICAL PROPOSAL

3.1. Tenderer confirms that Technical Specification (Annex No 1) of the Regulations is understandable and the Tenderer is ready to fulfill it.

3.2. Tenderer confirms that, if the Tenderer will be awarded the Contract, the Tenderer will provide quality and timely performance of the Contractual liabilities for the offered price and in accordance with the requirements of the Technical Specification (Annex No 1) and Draft Contract (Annex no 5).

4. FINANCIAL PROPOSAL

The Tenderer proposes to deliver services in accordance with the Technical Specification (Annex No 1) and Draft Contract (Annex no 5) for the following fee (excluding VAT):

Hourly rate (EUR/h)	EUR (EXCLUDING VAT)

4.1. The Hourly rate includes all taxes, duties, costs and expenses that arises for the Tenderer in the consequence of provision of the services, except reimbursement of travel and accommodation and VAT.

4.2. The Hourly rate is fixed for all term of the fulfilment of the Contract and are not recalculated, except in cases stipulated in the Contract.

4.3. The Hourly rate is constant value of services provided. The number of experts or personnel involved in the provision of services doesn’t affect the amount of remuneration.

[date of signing]

[name and position of the representative of the Tenderer]

⁹ Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

¹⁰ 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.

¹¹ Available here https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC

ANNEX NO 3: DESCRIPTION OF THE TENDERER’S EXPERIENCE

DESCRIPTION OF THE TENDERER’S PREVIOUS EXPERIENCE FOR THE PROCUREMENT

“UNDERGROUND RAILWAY STRUCTURES EXPERTISE SERVICES”

(ID NO. RBR 2021/28)

According to Section 8.3. of the Regulations the Tenderer within the previous 7 (seven) years (2015 - 2021 and 2022 until the submission date of the Proposal) has provided expertise service for at least 1 (one) railway underground structure design project which meet following conditions:

- 1) for railway line with designed speed above 160 km/h,
- 2) railway underground structure design is compliant with Technical Specification for Interoperability on Safety in Railway Tunnels (SRT TSI) requirements or SRT TSI verified.

No	Title and description of the reference project	Reference project requirements stated in Section 8.3. of the Regulations	Brief description that proves compliance with the project’s requirements stated in Section 8.3. of the Regulations	Period when expertise services were delivered	Name, registration number, contact person (name of representative, phone, e-mail) of the Client ¹²
The Tenderer within the previous 7 (seven) years (2015 - 2021 and 2022 until the submission date of the Proposal) has provided expertise service:					
1.	<i>[Title and description that proves reference project compliance with the requirement stated in Section 8.3. of the Regulations: railway underground structure design project]</i>	1) for railway line with designed speed above 160 km/h,	<i>[Description]</i>	From <i>[month/year]</i> - to <i>[month/year]</i>	<i>[Name, registration No of the Client.</i>
		2) railway underground structure design is compliant with Technical Specification for Interoperability on Safety in Railway Tunnels (SRT TSI) requirements or SRT TSI verified.	<i>[Description]</i>		<i>Name, phone, e-mail of the Client’s contact person]</i>

[date of signing]

[name and position of the representative of the Tenderer]

¹² 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 8.3. of the Regulations.

ANNEX NO 4: ENTITIES ON WHOSE CAPACITY THE TENDERER IS RELYING

A LIST OF ENTITIES ON WHOSE CAPACITY THE TENDERER IS RELYING TO MEET THE QUALIFICATION REQUIREMENTS

FOR THE PROCUREMENT

"UNDERGROUND RAILWAY STRUCTURES EXPERTISE SERVICES"

(ID NO. RBR 2021/28)

No	Name of the entity (registration No, legal address)	Capabilities on which the Tenderer is relying to meet specific qualification criteria	Submitted document (e.g. signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer) 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.
1.			
2.			
[..]			

[date of signing]

[name and position of the representative of the Tenderer]

ANNEX NO 5: DRAFT CONTRACT (PLEASE REFER TO A SEPARATE FILE)