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REGULATION

FOR THE OPEN COMPETITION

**“DETAILED TECHNICAL DESIGN AND DESIGN SUPERVISION SERVICES FOR MAIN
LINE SECTION FROM RIGA INTERNATIONAL AIRPORT TO MISA AND FROM UPESLEJAS
TO RAILWAY STATION “RĪGA – PREČU””**

(IDENTIFICATION NO RBR 2023/17)



**Co-funded by
the European Union**

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REGULATION

1. ABBREVIATIONS AND TERMS

- 1.1. **Beneficiary** – Ministry of Transport of the Republic of Latvia, registration number 90000088687, address: Gogoļa iela 3, Rīga, LV-1743, Latvia.
- 1.2. **Bid security** - guarantee from the bank or insurance company for a specific amount of money, which the Tenderer submits together with the Bid to the Contracting authority as a security for the validity of the Bid.
- 1.3. **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures.
- 1.4. **Contracting Authority** - the joint stock company RB Rail AS, registration number 40103845025, legal address: Satekles iela 2B, Rīga, LV-1050, Latvia, which as central purchasing body conducts this open competition for the benefit and on behalf of Ministry of Transport of Republic of Latvia (Beneficiary).
- 1.5. **Contractor** - Tenderer who has been awarded the right to enter into the Contract for provision of Services in accordance with requirements stipulated in Regulation and Contract.
- 1.6. **Contract (also agreement)** - tripartite agreement between Contracting authority, Ministry of Transport of Republic of Latvia (Beneficiary) and a Contractor which shall provide Services defined in agreement.
- 1.7. **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 2023/17).
- 1.8. **Open competition (also Competition)** - a procurement procedure “Detailed technical design and design supervision services for main line section from Riga International Airport to Misa and from Upeslejas to railway station “Rīga – Preču”” (identification number: RBR 2023/17) in which all interested Suppliers are entitled to submit their Bids.
- 1.9. **Procurement Commission** – commission the composition of which has been established by the joint stock company RB Rail AS, order No 1.9-2023-31, dated 14 November 2023, issued by M. Kivila, Chairman of Management Board of joint stock company RB Rail AS.
- 1.10. **Proposal (also Bid/ Tender)** - documentation package the Tenderer submits to participate in the Competition.
- 1.11. **Regulation** – regulation of the open competition “Detailed technical design and design supervision services for main line section from Riga International Airport to Misa and from Upeslejas to railway station “Rīga – Preču”” (identification number: RBR 2023/17), as well as all the enclosed annexes.
- 1.12. **Services** – services stipulated in Contract (including Technical specification) which shall be provided by the Contractor.

- 1.13. **Subcontractor** - a person contracted by the Tenderer or a person contracted by such person, in its turn, who provides services for the performance of the procurement contract.
- 1.14. **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof which offers to provide services accordingly.
- 1.15. **Tenderer** – a Supplier which has submitted a Bid for Competition.

2. GENERAL INFORMATION

- 2.1. The identification number of this open competition is No RBR 2023/17.
- 2.2. The applicable CPV code is: 71000000-8 (Architectural, construction, engineering and inspection services).
- 2.3. The Contracting entity is joint stock company RB Rail AS, legal address: Satekles iela 2B, Riga, LV-1050, Latvia (hereinafter – Contracting Authority). The Contracting Authority conducts this Competition for the benefit of the Beneficiary.
- 2.4. The Contract entered into as a result of the Competition will be co-financed from the Connecting Europe Facility (CEF).
- 2.5. This Competition is organized in accordance with the Public Procurement Law of the 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 (*Jepirkuma procedūru un metu konkursu norises kārtība*) of 28 February 2017.
- 2.6. This Competition is carried out using E-Tenders system which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EKEIS/Supplier>). Suppliers apply as users for the Electronic Procurement System (if Supplier is not registered in Electronic Procurement System) in State Regional Development Agency (please see information here <https://www.railbaltica.org/procurement/e-procurement-system/>).
- 2.7. The Competition regulation (hereinafter – **Regulation**) and all its annexes are freely available in Contracting Authority's profile of E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Organizer/3001>) and on the webpage of the Contracting Authority (<http://railbaltica.org/tenders/>), except the Annexes to the Technical Specification, which may be accessed after the signing and submission of the non-disclosure undertaking specified in Clause 6.8. of the Tender Regulation.
- 2.8. Amendments to the open competition Regulation and answers to the questions received from the Suppliers shall be published in the E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/112508>) and on the webpage (<https://railbaltica.org/tenders/>) of the Contracting Authority. It is responsibility of the Supplier to constantly follow the information published on the webpage and E-Tenders system and to take it into consideration in its Bid.
- 2.9. Contact person of the Contracting Authority for this open competition: Senior Procurement Specialist - Mr. Jānis Lukševics, telephone: +371 29188156, e-mail address: janis.luksevics@railbaltica.org. All requests for information or additional explanations must be submitted solely through the E-Tenders system. Answers to the questions or explanations from the Contracting Authority are also provided through the E-Tenders system.

- 2.10. The Procurement Commission and the Supplier/ Tenderer exchange information in writing in English or Latvian (accompanied by a translation in English), by sending documents electronically via E-Tenders system.
- 2.11. The Supplier can request additional information regarding the Regulation. Additional information can be requested in writing, by sending it to the Procurement Commission electronically using E-Tenders system. Additional information must be requested in a timely fashion, so that the Procurement Commission can give it a reply no later than 6 (six) days prior to the deadline for Bid submission. The Procurement Commission shall provide additional information within 5 (five) Business days from the day of receipt of the request.
- 2.12. The Supplier covers all expenses, which are related to the preparation of the Bid 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 Bid (including, inter alia, costs associated with any site visits) or the Supplier's participation in the procurement exercise.
- 2.13. The processing and storage of personal data obtained shall be ensured in conformity with the requirements of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), other regulatory enactments and the Contract provisions.

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 without charge 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 Bid assessment, the Procurement Commission has the right to demand that the included information is clarified.

4. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

- 4.1. The Procurement Commission ensures the documentation of the process of the Competition.
- 4.2. The Procurement Commission ensures free and direct electronic access to the open competition procedure documents in Contracting Authority's profile of the E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/112508>) and on the webpage of the Joint-Stock Company RB Rail AS (<http://railbaltica.org/tenders/>).
- 4.3. If an interested Supplier has in a timely fashion in writing by post or electronically, or delivering in person, requested additional information about the requirements included in open competition procedure documents regarding the preparation and submission of the Bid or regarding the selection of Tenderers, the Procurement Commission provides a response electronically via E-Tenders system

within 5 (five) business days, but not later than 6 (six) days before the deadline for submitting Bids. Simultaneously with sending this information to the Supplier who had asked the question, the Contracting Authority publishes this information in Contracting Authority's profile of E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/112508>) and on its webpage <http://railbaltica.org/tenders/>, where Competition documents are available, indicating the questions asked.

- 4.4. If the Contracting Authority has amended the open competition procedure documents, it publishes this information in Contracting Authority's profile of the E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/112508>) and on the Contracting Authority's webpage <http://railbaltica.org/tenders/>, where 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.
- 4.5. The exchange and storage of information is carried out in such a way that all data included in the Bids are protected and the Contracting Authority can check the content of the Bids only after the expiration of the deadline for their opening. In time between the day of the submission of Bids till the moment of opening thereof the Contracting Authority does not disclose information regarding the existence of other Bids. In the time of Bid assessment till the moment of the announcement of the results the Contracting Authority does not disclose information regarding the assessment process.
- 4.6. The Procurement Commission assesses the Tenderers and their submitted Bids based on the Public Procurement Law, open competition procedure documents, as well as other corresponding regulatory enactments.
- 4.7. If the Procurement Commission determines that the information about the Tenderer, its subcontractors and persons upon whose capabilities the Tenderer is relying on 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 Bid. 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.
- 4.8. The Procurement Commission prepares a report on the open competition procedure and publishes it in Contracting Authority's profile of the E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/112508>) and on the Contracting Authority's webpage <http://railbaltica.org/tenders/> within 5 (five) Business days from day when the decision about the results of the open competition is taken.

5. THE RIGHTS AND OBLIGATIONS OF THE SUPPLIER/ TENDERER

- 5.1. The Supplier has the right to submit documents for Supplier's registration in Electronic Procurement System (if the Supplier is not registered in Electronic Procurement System) to the 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 Bids opening sheet, which is an Annex to the Bids opening meeting 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, the Tenderer in question has the right to submit a statement or a different document regarding the corresponding fact, if the information obtained by the Contracting Authority does not conform to the factual situation.
- 5.4. If a Supplier/ 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 Article 68 of the Public Procurement Law of the Republic of Latvia, regarding the Tenderer selection requirements, Technical Specifications or other requirements relating to this open competition, or relating to the activities by the Contracting Authority or the Procurement Commission during the open competition procedure.

6. SUBJECT-MATTER OF THE OPEN COMPETITION

- 6.1. Subject-matter of the open competition is design and design supervision services for the main line section from Riga International Airport to Misa and from Upeslejas to railway station "Rīga – Preču" (**hereinafter - Services**) according to Technical specification (Annex No 2 to Regulation).
- 6.2. Subject-matter of this open competition is not divided in parts (lots). The Tenderer may submit a Bid only for the whole subject-matter of the open competition in total. From the Rail Baltica Global Project management and implementation perspective (e.g. resource planning, considering limited in-house human resources, demanding project time schedule, interoperability, quality and safety assurance, as well as cost and time saving perspective) Contracting authority sees this as the most efficient way to manage the procurement and contract.
- 6.3. The Services shall be provided in English and Latvian language, including all deliverables mentioned in Technical Specification.
- 6.4. The place of delivery of the Services shall be RB Rail AS, Satekles iela 2B, Riga, LV - 1050.
- 6.5. Contract period:
 - 6.5.1. Design Services – within 20 (twenty) months from commencement of the Contract;
 - 6.5.2. Design Supervision Services – 60 (sixty) months from the commencement of construction works.
- 6.6. Detailed information regarding the subject-matter and deadlines of the services provided in Technical Specification of the Regulation (Annex No 2 to Regulation).
- 6.7. The Procurement Commission shall provide suppliers with access to the Annexes of the Technical Specification by granting online access to the relevant documents.
- 6.8. **Non-Disclosure Undertaking:**

- 6.9. Before granting access to the Annexes of the Technical Specification, the Procurement Commission requires the interested suppliers to sign and submit a Non-Disclosure Undertaking (Annex No 9 to the Regulation). This information will not be publicly available and is subject to limitation due to its nature and content;
- 6.10. In order to coordinate the process of signing the Non-Disclosure Undertaking, the interested supplier must contact the contact person of the Contracting Authority referred to in Clause 2.9. of the Tender Regulations by sending an e-mail to the following e-mail address: janis.luksevics@railbaltica.org;
- 6.11. In order to sign a Non-Disclosure Undertaking, the interested Supplier must use a secure electronic signature and a valid time - seal. If the interested Supplier cannot ensure the signing of the Non-Disclosure Undertaking with a secure electronic signature and a valid time - seal, the interested supplier must inform the contact person of the Contracting Authority referred to in Clause 1.5 of the Tender Regulation;
- 6.12. The Non-Disclosure Undertaking must be signed by a person representing the relevant interested Supplier with signature rights or an authorized person. In order to sign a Non-Disclosure Undertaking, the interested Supplier must provide evidence of such representation or authorization (e.g., authorization);
- 6.13. If the interested Supplier has not signed the Non-Disclosure Undertaking, the Commission reserves the right to refuse access to the annexes to the Technical Specification.

7. ACQUAINTANCE WITH THE SUBJECT-MATTER

- 7.1. The Contracting Authority invites the Suppliers to **familiarise themselves with the subject-matter** of the Competition and Technical Specification (hereinafter – **Briefing**). The Contracting Authority shall not cover any of the Tenderer's costs in relation with the participation in the Briefing.
- 7.2. The Contracting Authority shall hold the Briefing (before submission of the Bids) remotely in *MS Teams* environment. Date and time of the briefing and link to *MS Teams* shall be announced 5 business days before the meeting by sending notification to the e-mail addresses provided by the Tenderer according to Clause 7.3. (see below) of Regulation.
- 7.3. The Tenderers are invited to register for the Briefing by e-mail janis.luksevics@railbaltica.org until **15 February 2024**. The application shall indicate the following information:
- 7.3.1. The Supplier's official name,
- 7.3.2. The Supplier's representatives' full names, positions and contact details: e-mail address and phone number.
- The maximum limit of representatives applied by the Tenderer for this briefing is 3 (three) persons.*
- 7.4. The Contracting Authority shall answer to the Tenderers' questions regarding the subject-matter and the Technical Specification of the Competition during the Briefing. The Briefing shall be recorded and session minutes containing general information of the Briefing will be provided to the Tenderers within 10 (ten) business days. The questions related to the administrative process (e.g. evaluation of Bids) or requirements stipulated in the Regulation, the Draft Agreement or those, which are either too detailed or impossible to answer at the Briefing, shall be submitted and replied separately according to the rules of Clause 4.3. of the Regulation.

7.5. It is the Supplier's sole discretion whether to participate in the Briefing or not. Non-participation of the Supplier in the Briefing shall not preclude the Supplier's further participation in the Competition. The Contracting Authority shall not entertain any claims or requests arising out of the Supplier's decision to participate or not to participate in the Briefing.

8. TENDERER

8.1. The Bid can be submitted by:

8.1.1. A supplier, who is a legal or natural person (hereinafter – Tenderer) and who complies with the selection criteria for the Tenderers;

8.1.2. A group of Suppliers (hereinafter also – Tenderer, partnership) which complies with the selection criteria for Tenderers:

8.1.2.1. A group of Suppliers who have formed a partnership for this open competition. In this case all the members of the partnership shall be listed in Annex 1 "Application". 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;

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

8.1.3. Referring to Article 15 of the Public Procurement Law of Latvia and taking into account the discretion of the Contracting Authority in the application of Article 15 of the Public Procurement Law and in view of Russia's actions and Belarus' support destabilising the situation in Ukraine, participation of any supplier from the Russian Federation and/or the Republic of Belarus is prohibited.

9. SELECTION CRITERIA FOR THE TENDERERS

9.1. **Exclusion grounds and sanctions** (*will be verified according to procedure described under Section 23 of Regulation*)

The Contracting Authority shall exclude the Tenderer from further participation in the Competition in any of the following circumstances:

No	Requirement	Documents to be submitted
Mandatory grounds for exclusion according to Article 42, Paragraph 2 of Public Procurement Law of Latvia:		
9.1.1.	Within previous 3 (three) years before submission of the Bid the Tenderer, or a person who is a member of the executive board or supervisory board, a person with representation rights, a proctor of the Tenderer, or a person who is authorised to	No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.

No	Requirement	Documents to be submitted
	<p>represent the Tenderer in activities related to a branch has been found guilty of any of the following criminal offences by such prosecutor's penal order or a court judgement that has entered into effect and has become incontestable and unappealable, or a coercive measure has been applied thereto:</p> <p>a) establishment, leading of a criminal organisation, involvement in such organisation or in an organised group included within such organisation, or in another criminal formation, or participation in criminal offences committed by such organisation;</p> <p>b) accepting of bribes, giving of bribes, misappropriation of a bribe, intermediation in bribery, unlawful participation in property transactions, unauthorised receipt of benefits, commercial bribery, unlawful requesting, receiving, or giving of benefit, trading with influence;</p> <p>c) fraud, misappropriation, or money laundering;</p> <p>d) terrorism, financing of terrorism, establishment or organisation of a terrorist group, travelling for terrorism purposes, justification of terrorism, invitation to terrorism, terrorism threats, or recruitment or training of a person for the committing of acts of terrorism;</p> <p>e) human trafficking;</p> <p>f) evasion of tax payments or payments equivalent thereto.</p>	
9.1.2.	<p>It has been detected that on the last day of the time limit for the submission of Bids, or on the day when the decision is taken to possibly award the procurement contract, the Tenderer has outstanding tax liabilities (including in the field of mandatory State social insurance) in Latvia in accordance with the law On Taxes and Fees or in the country of registration or permanent place of residence thereof in accordance with the legal acts of the relevant foreign country.</p>	<p>No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.</p>
9.1.3.	<p>The Tenderer is a legal person or association of persons registered offshore or the owner or holder of more than 25 per cent of capital shares (stocks) of the Tenderer registered in</p>	<p>No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.</p>

No	Requirement	Documents to be submitted
	Latvia is a legal person or association of persons registered offshore.	
9.1.4.	Insolvency proceedings have been declared for the Tenderer, the economic activity of the Tenderer has been suspended, the Tenderer is being liquidated.	No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.
9.1.5.	Within the previous 3 (three) years before submission of the Bid the Tenderer, by such decision of the competent authority or a court judgement which has entered into effect and has become incontestable and unappealable, has been found guilty of or is liable for the payment of fine in relation to violating the competition law which manifests itself in a horizontal cartel agreement, except for the case where the relevant authority, upon establishing a violation of the competition law, has given immunity from a fine to the Tenderer or has reduced the fine for cooperation under the leniency programme.	No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.
9.1.6.	<p>Within the previous 3 (three) years before submission of the Bid the Tenderer, by such a decision of a competent authority, a court judgment or prosecutor's penal order which has entered into effect and has become incontestable and unappealable, has been found guilty of and punished for an infringement which manifests as:</p> <p>a) employment of one or several persons if they do not have the necessary work permit or they are not entitled to reside in a European Union Member State;</p> <p>b) employment of a person without concluding a written employment contract, failing to submit, within the time limit specified in the laws and regulations regarding taxes, an informative declaration regarding such person which is to be submitted on persons who commence employment.</p>	No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.
9.1.7.	The Contracting Authority has sufficiently strong indications at its disposal to conclude that within the previous 3 (three) years before submission of the Bid the Tenderer has entered into an agreement with other economic operators with the aim of hindering, restricting, or distorting competition.	No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.

No	Requirement	Documents to be submitted
9.1.8.	<p>Within the previous 3 (three) years before submission of the Bid the Tenderer, a participant or member thereof (if the Tenderer is an association of economic operators or a partnership) as a contracting party or member or participant of the contracting party (if the contracting party has been an association of economic operators or a partnership) has failed to execute the procurement contract, framework agreement, partnership procurement contract, or concession contract concluded with the contracting authority, public service provider, public partner, or representative of the public partner and therefore the contracting authority, public service provider, public partner, or representative of the public partner has unilaterally withdrawn from the procurement contract, framework agreement, partnership procurement contract, or concession contract.</p>	<p>No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.</p>
9.1.9.	<p>A person preparing the procurement procedure documents (an official or employee of the Contracting authority), a member of the Procurement Commission, an Expert, or a Secretary of the Procurement Commission is connected to the Tenderer within the meaning of Article 25, Paragraph one or two of the Public Procurement Law of Latvia or is interested in the selection of one Tenderer and the Contracting authority has no possibility to prevent this situation by less restrictive measures with respect to the Tenderer.</p>	<p>No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.</p>
9.1.10.	<p>The Tenderer has advantages restricting the competition within the procurement procedure if it or a legal person connected thereto has been involved in preparation of the procurement procedure in accordance with Article 18, Paragraph four of the Public Procurement Law of Latvia and such advantages cannot be prevented by less restrictive measures, moreover, the Tenderer cannot prove that the participation thereof or of the legal person connected thereto in preparation of the procurement procedure does not restrict the competition.</p>	<p>No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.</p>
9.1.11.	<p>The Tenderer has made an effort to unlawfully influence the decision of the Contracting Authority, the Procurement Commission, or member of the Procurement Commission in respect of the procurement procedure or has</p>	<p>No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.</p>

No	Requirement	Documents to be submitted
	made an effort to obtain confidential information which would provide it with unjustified advantages within the procurement procedure, or has provided misleading information which could significantly influence the decision on further participation of the Tenderer in the procurement procedure or awarding of the procurement contract.	
9.1.12.	The Tenderer has provided false information to certify the conformity with the provisions of Article 42 of Public Procurement Law of Latvia or qualification requirements for the Tenderers laid down in accordance with Public Procurement Law of Latvia, or has failed to submit the requested information.	No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.
9.1.13.	<p>The grounds for the exclusion referred to in Clause 9.1.1. – 9.1.12. shall also apply to any of the following persons:</p> <ol style="list-style-type: none"> 1) each member of the partnership if the Tenderer is a partnership; 2) each person indicated by the Tenderer on whose capabilities the Tenderer is relying to prove that its qualification conforms to the requirements specified in the procurement procedure documents; 3) each subcontractor indicated by the Tenderer the value of the services to be provided by which amounts to at least 10 000 euros. 	No obligation to submit documents (except Annex No 5 “Entities on whose capabilities the tenderer is relying on to certify its compliance with qualification requirements and list of sub-contractors”, if applicable), unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law.
9.1.14.	The grounds for the exclusion referred to in Clause 9.1.1., 9.1.2. and 9.1.3. shall also apply to the persons which have a decisive influence in the Tenderer ¹ on the basis of participation within the meaning of the laws and regulations regarding groups of companies.	No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. Information regarding the persons which have a decisive influence in the Tenderer shall be indicated in Annex No 1 (Application form)

¹ According to Article 3 of Group of Companies Law of Latvia a decisive influence arises **on the basis of a group of companies contract**, as well as **on the basis of participation in the following cases** - an undertaking has a decisive influence over a company on the basis of participation, if at least one of the following circumstances exist: 1) the undertaking has the majority of voting rights in the company; 2) the undertaking as a shareholder of the company has the right to appoint or remove the majority of members of the executive body or of the supervisory body of the company; 3) the undertaking is a shareholder of the company and, exercising only its rights of a shareholder, during the accounting year has appointed the majority of members of the executive body or of the supervisory body of the company; or 4) the undertaking is a shareholder of the company and, on the basis of agreement with other shareholders, has sole control of the majority of voting rights in the company.

No	Requirement	Documents to be submitted
9.1.15.	The grounds for the exclusion referred to in Clause 9.1.1., 9.1.2. and 9.1.9. shall also apply to the beneficial owner ² of the Tenderer.	No obligation to submit documents unless specifically requested by the Procurement Commission according to Article 42 of the Public Procurement Law. Information regarding the beneficial owners of the Tenderer shall be indicated in Annex No 1 (Application form)
<p>Sanctions according to Article 11¹. of the Law on International Sanctions and National Sanctions of the Republic of Latvia and Article 5k, Clause 1 of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine</p>		
9.1.16.	<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 owner, 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 owner, person with representation rights or a procura holder (if the Tenderer is a partnership), and such sanctions can affect the execution of the Procurement contract.</p>	No obligation to submit documents, unless specifically requested by the Procurement Commission according to the Article 11 ¹ . of the Law on International Sanctions and National Sanctions of the Republic of Latvia.
9.1.17.	According to Article 5k, Clause 1 of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine it is prohibited to award the contract to the:	No obligation to submit documents, unless specifically requested by the Procurement Commission according to the Article 5k, Clause 1 of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014.

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 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.

No	Requirement	Documents to be submitted
	<p>A) Russian national, or a natural or legal person, entity or body established in Russia;</p> <p>B) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (A) of this Clause;</p> <p>C) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (A) or (B) of this Clause, including, where they account for more than 10 % of the contract value in whole supply chain, sub-contractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives.</p>	

9.2. **Legal standing and suitability to pursue the professional activity**

No	Requirement	Documents to be submitted
9.2.1.	<p>The Tenderer, all members of the partnership (if the Tenderer is a partnership), persons on whose capabilities the Tenderer is relying on in order to comply with qualification requirements set for the tenderers and sub-contractors must be registered in the Registry of Enterprises or Registry of Inhabitants or an equivalent register in the country of residence, if the laws of the respective country requires registration of natural or legal persons.</p>	<ul style="list-style-type: none"> - For a Tenderer, each member of the partnership (if the Tenderer is a partnership), a person on whose capabilities the Tenderer is relying on and sub-contractor, which is a legal person registered in Latvia, the Contracting Authority shall verify the information itself in publicly available databases. - For a Tenderer, each member of the partnership (if the Tenderer is a partnership), a person on whose capabilities the Tenderer is relying on and sub-contractor, which is a natural person – a copy of an identification card or passport. - For a Tenderer, each member of a partnership (if the Tenderer is a partnership), a person on whose capabilities the Tenderer is relying on and sub-contractor, 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, beneficial owners, persons with decisive influence, legal representatives (officials) and procura holders (if any) can be determined.

No	Requirement	Documents to be submitted
9.2.2.	<p>The Tenderer, all members of the partnership (if the Tenderer is a partnership), persons on whose capabilities the Tenderer is relying on in order to prove compliance with qualification requirements set for the Tenderers and sub-contractors before entering into the contract must be registered in the Register of Construction Merchants of the Republic of Latvia, if the provision of services by respective person (company) under procurement Contract requires registration in the Register of Construction Merchants of the Republic of Latvia according to the applicable regulatory enactments.</p> <p>The Tenderer, all members of the partnership (if the Tenderer is a partnership), persons on whose capabilities the Tenderer is relying on in order to prove compliance with qualification requirements set for the Tenderers and sub-contractors, which are registered (permanently residing) abroad, must be registered in the relevant registering institution of the professional activity in the cases and in accordance with the procedures laid down in the regulatory enactments of the country concerned.</p>	<ul style="list-style-type: none"> - The Contracting Authority shall ascertain in publicly available database (www.bis.gov.lv) whether the Tenderer and other persons specified in Sub-Clause 9.2.2 of the Regulation are registered in the Register of Construction Merchants of the Republic of Latvia. - The Tenderer and the persons specified in Sub-Clause 9.2.2 of the Regulation, which are registered abroad – must submit a document issued by a foreign competent authority, which in accordance with regulatory enactments of the country concerned certifies the right of the Tenderer (and the persons specified in Sub-Clause 9.2.2 of the Regulation) to provide the services defined in the Regulation or a reference to a publicly available resource from which the fact of registration can be verified shall be provided or self-statement that regulatory enactments of the respective country do not provide for such registration (if applicable). - If the Tenderer or the persons specified in Sub-Clause 9.2.2 of the Tender Regulation are not registered in the Register of Construction Merchants of the Republic of Latvia and provision of services by respective person under procurement Contract requires registration in the Register of Construction Merchants of the Republic of Latvia according to regulatory enactments, it (and the persons specified in Sub-Clause 9.2.2 of the Tender Regulation) must submit a self-statement confirming that if the Contract will be awarded to the Tenderer, it (including persons specified in Sub-Clause 9.2.2 of the Tender Regulation (if applicable)) will be registered in the Register of Construction Merchants of the Republic of Latvia before entering into the contract, but taking into account the time limit set for contract signing after contract award (Clause 23.6. of Regulation).

9.3. Economic and financial standing

No	Requirement	Documents to be submitted
9.3.1.	The Tenderer's or all members' of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average	<ul style="list-style-type: none"> - Filled in and signed Annex No 8 by the Tenderer; - Audited or self-approved by the Tenderer (only in case if audited yearly financial report is not required by the law of the country of residence of

No	Requirement	Documents to be submitted
	<p>financial turnover within the last 3 (three) financial years, i.e. 2023, 2022, 2021 is not less than 5 000 000,00 EUR (five million <i>euros</i>, zero <i>cents</i>).</p> <p>In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognised in the amount of the investment in the limited partnership.</p> <p>In the case the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) years, the requirement shall be met during the Tenderer's actual operation period.</p> <p><u>In the case the previous three financial years of particular Tenderer differs from financial years (2023, 2022, 2021) stated in Regulation or the financial report isn't available</u>, financial turnover shall be indicated for the previous three financial years where audited or approved financial report is available.</p>	<p>the supplier) yearly reports for the previous 3 (three) financial years, showing the turnover of the Tenderer and each member of the partnership (only on whose abilities the Tenderer is relying to certify it's financial and economic performance and who will be financially responsible for the execution of the Tenderer (if the Tenderer is a partnership).</p> <ul style="list-style-type: none"> - For a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) an additional document evidencing the amount of the investment by the limited liability partner (the partnership agreement or a document with a similarly binding legal effect). - If Bid is submitted by a partnership, the Tenderer shall indicate the member of the partnership on whose capabilities the Tenderer is relying on to certify it's 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 intention to enter into agreement) stipulated in Clause 11.4.5.
9.3.2.	<p>The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying on 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 shall have positive equity capital (<i>Total Assets minus Total Liabilities</i>).</p>	<ul style="list-style-type: none"> - Filled in and signed Annex 8 (by the Tenderer and each member of the partnership (only those on whose financial capabilities the Tenderer is relying on to certify it's financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract). - Audited or self-approved (if the audited annual financial report is not required by the law of the country of residence of the Tenderer) annual financial report for the last financial year where report is available, showing the balance and calculation that proves positive equity.

9.4. Technical and professional ability

No	Requirement	Documents to be submitted
9.4.1.	<p>The Tenderer during the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission</p>	<ul style="list-style-type: none"> - Filled in and signed Annex 6;

No	Requirement	Documents to be submitted
	<p>of the tender) has gained the following experience:</p> <p>a) As a main contractor (<i>responsible for contract management and liable for fulfilment of contractual obligations against the end-customer of the design project</i>) has completed at least 2 (two) or more contracts for 1435 mm gauge TSI³ compliant (compliance with TSI requirements confirmed by NoBo⁴) railway track (with design speed \geq 201 km/h) detailed technical design⁵ (or fully completed design stages for a part of the contract⁶, if the full contract is not yet completed) that are ready for construction and cover at least 20 km of railway track in total and at least 1 (one of the referred railway design projects includes design of at least 1 (one) grade-separated junction;</p> <p>and</p> <p>b) As a main contractor (<i>responsible for contract management and liable for fulfilment of contractual obligations against the customer of the design project</i>) has completed at least 2 (two) or more contracts for detailed technical design of state or regional importance road (or sections of streets on the route of the state or regional importance road) (or fully completed design stages for a part of the contract, if the full contract is not yet completed) that are ready for construction and cover at least 20 km of state or regional importance road in total and at least one of the referred road design projects includes design</p>	<p>- Copies of references from respective clients or similar documents, evidencing the services provided by the Tenderer.</p>

³ TSI - The technical specification for interoperability relating to the 'infrastructure' subsystem of the rail system in the entire European Union.

⁴ NoBo – Notified body (Authority appointed by member state of European Union and notified to the European Commission to undertake a defined scope of verification activities against TSI).

⁵ Detailed technical design means design technical documentation in full extent, approved by the client and local authorities, permitting the construction/ reconstruction to commence, based on design solutions provided in technical documentation.

⁶ Fully completed design stages for a part of the contract, if the full contract is not yet completed, means that the design technical documentation is completed in full extent, approved by client and local authorities, permitting the construction/ reconstruction to commence, based on design solutions provided in technical documentation.

No	Requirement	Documents to be submitted
	<p>of at least 1 (one) grade-separated junction.</p> <p>The requirement for detailed technical design of 20 km railway and 20 km of road may be met with several contracts by summarizing lengths but meeting other requirements under each design project.</p> <p>The compliance with the scope (detailed technical design of 20 km railway and 20 km state or regional importance road) can be proved only by the Tenderer (or several members of the partnership together, which will be responsible for contract management and jointly liable for fulfilment of contractual obligations, if the Tenderer is a partnership) itself.</p> <p><i>(With amendments No 2, approved on 21 March 2024)</i></p>	

9.5. Team of Key experts

The Tenderer for the provision of the services referred to in Technical specification (Annex No 2 to Regulation) shall propose team of qualified key-experts specified in the table below. Key-experts shall meet all qualification requirements established in the table below, including obligations set by regulatory enactments governing construction process in Latvia to be entitled to provide professional services in regulated profession in Latvia.

No	Field expertise / Role	of Professional experience and qualification	Documents to be submitted
9.5.1.	Project Manager	a) Very good (at least B2 Level) verbal, written and presentation English language skills – (based on Common European Framework of Reference for Languages) in communication, presentation, negotiation and report writing, particularly in the	- Filled and signed Annex 7.

		<p>specific areas of his expertise.</p> <p>b) Professional qualification /education according to the Country's (Country, where the qualification/ education has been obtained) legislation, (if applicable by the respective Country's legislation) for the provision of respective Services in the field of expertise.</p> <p>c) During the last 10 (ten) years before the date of submission of the tender (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as lead project manager/ lead design manager⁷ in at least 1 (one) fully completed railway or state or regional importance road detailed technical design project.</p>	
9.5.3.	The Tenderer shall have at his disposal construction specialists certified by competent authorities in the following fields before commencing provision of the services:		
9.5.3.1.	<p>Design Manager (Būvprojekta vadītājs), certified in field of Railway Track design</p>	<p>a) Certified according to regulatory enactments of Latvia to provide services in field of Railway Track Design (<i>Būvprakses tiesības dzelzceļa</i></p>	<p>- For construction specialists (engineers) whose permanent place of professional activity is in Latvia, Procurement Commission will ascertain fact of certification in field of Railway Track Design (<i>Dzelzceļa sliežu projektēšana</i>) in Register of construction specialists in Building Information System (https://bis.gov.lv/bisp/lv/specialist_certificates).</p>

⁷ **Project manager's/ design manager's role included such functions:** contract management, project planning, team coordination, resource management, client interaction, risk management, timeline management, budget oversight, quality assurance, reporting and documentation, stakeholder communication, change management.

<p>(Būvprakses tiesības dzelzceļa sliežu ceļu projektēšanā⁸)</p>	<p><i>sliežu ceļu projektēšanā⁸</i></p> <p>b) Very good (at least B2 Level) verbal, written and presentation English language skills – (based on Common European Framework of Reference for Languages) in communication, presentation, negotiation and report writing, particularly in the specific areas of his expertise.</p> <p>b) Professional qualification /education according to the Country's (Country, where the qualification/ education has been obtained) legislation, (if applicable by the respective Country's legislation) for the provision of respective Services in the field of expertise.</p> <p>d) During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Design Manager⁹ in at least 1 (one) fully completed railway track detailed</p>	<p>- For construction specialists whose permanent place of professional activity is abroad and who are intending to provide short term professional services in field of railway track design in Latvia - must submit a self-statement that in the case if the procurement contract will be awarded to the Tenderer, it will submit to the relevant recognition institution a declaration on the provision of short-term professional services in a profession regulated in the Republic of Latvia no later than before conclusion of the procurement contract in accordance with the procedures specified in the regulatory enactments, as well as shall submit the permit issued by the recognition institution to the Contracting Authority for the provision of temporary services (or the refusal to issue a permit), as soon as the specialist receives it.</p> <p>Please note that permit is precondition before commencing provision of design services.</p> <p>- Filled and signed Annex No 7.</p>
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⁸ According to Regulation No 169, dated 20 March 2018 issued by Cabinet of Ministers of the Republic of Latvia.

⁹ Design Manager's position in each of the referred projects had to cover at least the duties set for design manager according to point 36 of General Construction Regulations (Regulation No 500, adopted by Cabinet of Ministers of Republic of Latvia on 19.08.2014.), available here: <https://likumi.lv/ta/en/en/id/269069>.

		<p>technical design project covering the following parameters:</p> <ul style="list-style-type: none"> - TSI compliant (compliance with TSI requirements confirmed by NoBo⁴), - design speed ≥ 201 km/h. 	
9.5.3.2.	<p>Railway Track Designer, certified in field of Railway Track design (<i>Būvprakses tiesības dzelzceļa sliežu ceļu projektēšanā</i>)</p>	<p>a) Certified according to regulatory enactments of Latvia to provide services in field of Railway Track Design (<i>Būvprakses tiesības dzelzceļa sliežu ceļu projektēšanā</i>)</p> <p>b) Very good (at least B2 Level) verbal, written and presentation English language skills – (based on Common European Framework of Reference for Languages) in communication, presentation, negotiation and report writing, particularly in the specific areas of his expertise.</p> <p>b) Professional qualification /education according to the Country's (Country, where the qualification/ education has been obtained) legislation, (if applicable by the respective Country's legislation) for the provision of respective Services in the field of expertise.</p>	<ul style="list-style-type: none"> - For construction specialists (engineers) whose permanent place of professional activity is in Latvia, Procurement Commission will ascertain fact of certification in field of Railway Track Design (<i>Dzelzceļa sliežu projektēšana</i>) in Register of construction specialists in Building Information System (https://bis.gov.lv/bisp/lv/specialist_certificates) - For construction specialists whose permanent place of professional activity is abroad and who are intending to provide short term professional services in field of railway track design in Latvia - must submit a self-statement that in the case if the procurement contract will be awarded to the Tenderer, it will submit to the relevant recognition institution a declaration on the provision of short-term professional services in a profession regulated in the Republic of Latvia no later than before conclusion of the procurement contract in accordance with the procedures specified in the regulatory enactments, as well as shall submit the permit issued by the recognition institution to the Contracting Authority for the provision of temporary services (or the refusal to issue a permit), as soon as the specialist receives it. <p>Please note that permit is precondition before commencing provision of design services.</p> <ul style="list-style-type: none"> - Filled and signed Annex No 7.

		<p>d) During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Railway Track Designer in at least 1 (one) fully completed railway track design project covering the following parameters:</p> <ul style="list-style-type: none"> - TSI compliant (compliance with TSI requirements confirmed by NoBo⁴), - design speed ≥ 201 km/h. 	
<p>9.5.3.3.</p>	<p>Road Designer, certified in field of Road design (<i>Būvprakses tiesības ceļu projektēšanā</i>⁷)</p>	<p>a) Certified according to regulatory enactments of Latvia to provide services in field of Road Design (<i>Būvprakses tiesības ceļu projektēšanā</i>⁷)</p> <p>b) Very good (at least B2 Level) verbal, written and presentation English language skills – (based on Common European Framework of Reference for Languages) in communication, presentation, negotiation and report writing, particularly in the specific areas of his expertise.</p> <p>b) Professional qualification /education according to the Country's (Country, where the</p>	<ul style="list-style-type: none"> - For construction specialists (engineers) whose permanent place of professional activity is in Latvia, Procurement Commission will ascertain fact of certification in field of Road Design (<i>Ceļu projektēšana</i>) in Register of construction specialists in Building Information System (https://bis.gov.lv/bisp/lv/specialist_certificates) - For construction specialists whose permanent place of professional activity is abroad and who are intending to provide short term professional services in field of railway track design in Latvia - must submit a self-statement that in the case if the procurement contract will be awarded to the Tenderer, it will submit to the relevant recognition institution a declaration on the provision of short-term professional services in a profession regulated in the Republic of Latvia no later than before conclusion of the procurement contract in accordance with the procedures specified in the regulatory enactments, as well as shall submit the permit issued by the recognition institution to the Contracting Authority for the provision of temporary services (or the refusal to issue a permit), as soon as the specialist receives it. <p>Please note that permit is precondition before commencing provision of design services.</p> <ul style="list-style-type: none"> - Filled and signed Annex No 7.

		<p>qualification/ education has been obtained) legislation, (if applicable by the respective Country's legislation) for the provision of respective Services in the field of expertise.</p> <p>d) During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Road Designer in at least 1 (one) fully completed State or Regional importance road (or section of street on the route of the state or regional importance road) detailed technical design project.</p>	
9.5.3.4.	<p>Bridge designer, certified in field of Bridge design (<i>Būvprakses tiesības tiltu projektēšanā</i>)</p>	<p>a) Certified according to regulatory enactments of Latvia to provide services in field of Bridge Design (<i>Būvprakses tiesības tiltu projektēšanā</i>)</p> <p>b) Very good (at least B2 Level) verbal, written and presentation English language skills – (based on Common European Framework of Reference for Languages) in communication, presentation, negotiation and report writing, particularly in the</p>	<p>- For construction specialists (engineers) whose permanent place of professional activity is in Latvia, Procurement Commission will ascertain fact of certification in field of Bridge Design (<i>Tiltu projektēšana</i>) in Register of construction specialists in Building Information System (https://bis.gov.lv/bisp/lv/specialist_certificates)</p> <p>- For construction specialists whose permanent place of professional activity is abroad and who are intending to provide short term professional services in field of railway track design in Latvia - must submit a self-statement that in the case if the procurement contract will be awarded to the Tenderer, it will submit to the relevant recognition institution a declaration on the provision of short-term professional services in a profession regulated in the Republic of Latvia no later than before conclusion of the procurement contract in accordance with the procedures specified in the regulatory enactments, as well as shall submit the permit issued by the recognition institution to the Contracting Authority for the</p>

		<p>specific areas of his expertise.</p> <p>b) Professional qualification /education according to the Country's (Country, where the qualification/ education has been obtained) legislation, (if applicable by the respective Country's legislation) for the provision of respective Services in the field of expertise.</p> <p>d) During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Bridge Designer in at least 1 (one) fully completed railway or road bridge or viaduct new construction detailed technical design projects.</p>	<p>provision of temporary services (or the refusal to issue a permit), as soon as the specialist receives it.</p> <p>Please note that permit is precondition before commencing provision of design services.</p> <p>- Filled and signed Annex No 7.</p>
9.5.3.5.	<p>Land Amelioration Designer, certified in field of Land Amelioration System Design (<i>Būvprakses tiesības Meliorācijas sistēmu projektēšanā</i>)</p>	<p>a) Certified according to regulatory enactments of Latvia to provide services in field of Land Amelioration (Būvprakses tiesības meliorācijas sistēmu projektēšanā)</p> <p>b) Very good (at least B2 Level) verbal, written and presentation English language skills – (based on Common European Framework of Reference for</p>	<p>- For construction specialists (engineers) whose permanent place of professional activity is in Latvia, Procurement Commission will ascertain fact of certification in field of Land Amelioration Design (<i>Meliorācijas sistēmu projektēšana</i>) in Register of construction specialists in Building Information System (https://bis.gov.lv/bisp/lv/specialist_certificates)</p> <p>- For construction specialists whose permanent place of professional activity is abroad and who are intending to provide short term professional services in field of railway track design in Latvia - must submit a self-statement that in the case if the procurement contract will be awarded to the Tenderer, it will submit to the relevant recognition institution a declaration on the provision of short-term professional services in a</p>

	<p>Languages) in communication, presentation, negotiation and report writing, particularly in the specific areas of his expertise.</p> <p>b) Professional qualification /education according to the Country's (Country, where the qualification/ education has been obtained) legislation, (if applicable by the respective Country's legislation) for the provision of respective Services in the field of expertise.</p> <p>d) During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Land Amelioration Designer in at least one fully completed land amelioration detailed technical design project.</p>	<p>profession regulated in the Republic of Latvia no later than before conclusion of the procurement contract in accordance with the procedures specified in the regulatory enactments, as well as shall submit the permit issued by the recognition institution to the Contracting Authority for the provision of temporary services (or the refusal to issue a permit), as soon as the specialist receives it.</p> <p>Please note that permit is precondition before commencing provision of design services.</p> <p>- Filled and signed Annex No 7.</p>
9.5.4.	<p>It is not allowed for the Tenderer to propose the same person for several Key-expert positions nor several persons for a single Key-expert position.</p>	

9.6. Quality Management Standards

No	Requirement	Documents to be submitted
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<p>9.6.1. The Tenderer shall have valid quality management system that complies with ISO 9001:2015 standard or equivalent and which is certified by competent and independent authority.</p> <p>The compliance with the requirement for valid quality management system that complies with ISO 9001:2015 standard or equivalent must be proved by the Tenderer itself.</p> <p>If the Tenderer is a partnership, the requirement for valid quality management system that complies with ISO 9001:2015 standard or equivalent must be proved by at least the lead member of the partnership. In such case the lead member of the partnership must also review and approve all deliverable quality during the execution of the procurement contract.</p>	<ul style="list-style-type: none"> - A copy of valid certificate of ISO 9001:2015 or equivalent quality management system conforming to the European certification standards, or a copy of certificate issued by other authority accredited in accordance with the procedures laid down in the regulatory enactments of other Member State of the European Union. - If the Tenderer is unable to obtain the quality management certificate before the day of submission of the Tender due to reasons beyond the Tenderer's control, the Tenderer shall submit other evidence regarding the performance of equivalent quality assurance measures and prove that the proposed quality assurance measures comply with the requirements of the Contracting authority.
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9.7. In order to comply with the selection requirements for the Tenderers relating to the technical and professional ability (key experts), the Tenderer may rely upon the capabilities of other persons, regardless of the legal nature of their mutual relationship and for the fulfilment of the Contract may involve sub-contractors. In this case:

9.7.1. The Tenderer indicates:

- (a) in the Bid all **persons upon whose capabilities it relies** and **sub-contractors** by filling in the table which is attached as Annex No 5, fills necessary information in E-Tenders system;
and
- (b) 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 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.

Documents on cooperation and passing of resources have to 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 capabilities the Tenderer relies.

9.8. The total value of the services to be provided by the subcontractor shall be determined, taking into account the value of the services to be provided by the subcontractor and by all associate undertakings thereof within the scope of the

relevant procurement. The associate undertaking shall be considered to be the capital company in which, in accordance with the laws and regulations governing the status of group of companies, the subcontractor has a decisive influence, or which has a decisive influence in the subcontractor, or a capital company in which another company has the decisive influence, and which concurrently has a decisive influence in the relevant subcontractor.

- 9.9. The Contracting Authority shall require establishing joint and several liability for the execution of the Contract between the members of a partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who will be financially and economically responsible for the fulfilment of the Contract.
- 9.10. The Tenderer, in order 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 for the Tenderer and for each person upon whose capabilities the Tenderer relies, but if the Tenderer is a partnership – for each member thereof. The Tenderer may fill in the European single procurement document at the Internet webpage <http://espd.eis.gov.lv/> (Electronical Procurement System of Latvia).
- 9.10.1. To certify compliance with all Competition selection criteria (except exclusion grounds mentioned in Clause 9.1. of Regulation), the Tenderer can limit itself to filling the following point in the ESPD Section IV "Selection criteria" Part "a: Global indication for all selection criteria" confirming with "Yes", without having to fill in Part IV, Sections A, B, C or D.

The screenshot shows a web form titled "a: Global indication for all selection criteria". Below the title, it says "Concerning the selection criteria the economic operator declares that". There is a text input field containing "It satisfies all the required selection criteria". To the right of the input field is a label "Your answer?" followed by two radio buttons: "Yes" (which is selected) and "No". Below the form are three buttons: "Previous", "Cancel", and "Next".

- 9.11. **Information, provided in the Bid to prove the compliance with above-mentioned requirements for Legal standing (Section 9.2. of Regulation), Technical and professional ability (Section 9.4. of the Regulation), Key-experts (Section 9.5. of the Regulation), Economic and financial standing (Section 9.3. of the Regulation) and Quality management systems (Section 9.6. of the Regulation), 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 Bid required to confirm clearly the compliance with qualification requirements set in the Regulation.**

10. THE RIGHTS OF THE TENDERER

- 10.1. The Supplier can request additional information regarding the Regulation. Additional information can be requested in writing, by sending it to the Procurement Commission electronically using the E-Tenders system. Additional information must be requested in a timely fashion, so that the Procurement Commission can provide a response no later than 6 (six) days prior to the deadline for submitting Bids. The Procurement Commission shall provide a response within 5 (five) business days from the day of receipt of the request.

- 10.2. If the Contracting Authority receives 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 the 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.
- 10.3. If a Tenderer believes that its rights have been violated or such violation is possible due to possible violation of the laws of the European Union or other laws, the Tenderer has the right to submit a complaint to the Procurement Monitoring Bureau according to the procedure stipulated in the Public Procurement Law of Latvia regarding the Tenderer's selection requirements, technical specifications or other requirements relating to this Competition, or relating to the activities of the Contracting Authority or the Procurement Commission during the Competition.
- 10.4. The Supplier covers all expenses, which are related to the preparation of Bid and its submission to the Contracting Authority. The submitted Bids are not returned to the Tenderer, unless specifically envisaged in the Regulation.

11. CONTENT AND FORM OF THE BID

- 11.1. Bid must be submitted electronically in E-Tenders subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EKEIS/Procurement/Edit/112508>) in accordance with the following options for the Tenderer:
 - 11.1.1. by using the available tools of E-Tender subsystem, filling the attached forms of the E-Tender subsystem for this procurement procedure;
 - 11.1.2. by preparing and filling the necessary electronic documents outside the E-Tenders subsystem and attaching them to the 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 Bid outside subsystem of E-Tenders with data protection tools, provided by third parties, and protection with electronic key and password (in this situation, the Tenderer takes responsibility for the correctness and compliance of the forms to the requirements of such documentation and form samples as well as ensuring the capability for the Contracting Authority to open and read the document).
- 11.2. During preparation of the Bid, the Tenderer shall comply with the following:
 - 11.2.1. Documents mentioned in Clause 11.4. of Regulation must be filled in a separate electronic document, in line with the forms attached to the procurement process of the E-Tenders subsystem in a Microsoft Office 2010 (or later) format and attached to the designated part of the procurement procedure;
 - 11.2.2. Upon submission, the Tenderer signs the Bid with a secure electronic signature and time-seal or with an electronic signature provided by the Electronic Procurement System.
- 11.3. The Bid (its parts, if signed separately) are signed by an authorised person, including their authorisation document (e.g. power of attorney) *expressis verbis* stating the authorisations to sign, submit and otherwise manage the Bid.
- 11.4. **The following documents shall be included in the Bid:**

No	Document	Corresponding section in E-Tenders system (https://www.eis.gov.lv/EKEIS/Supplier/) where document shall be uploaded
11.4.1.	Proof of the Tenderer's representation or authorisation (e.g. power of attorney) and <i>expressis verbis</i> stating the authorisations to sign, submit and otherwise manage the Bid.	Selection requirements
11.4.2.	Bid security according to Section 12 of Regulation.	Selection requirements
11.4.3.	Filled Application form in accordance with Annex No 1.	Selection requirements
11.4.4.	Filled Technical proposal in accordance with Section 13 and Annex No 3 and Annex No 7.	Technical requirements
11.4.5.	Filled Financial proposal in accordance with Section 14 and Annex No 4.	Financial requirements
11.4.6.	<p>Documents confirming right of signature (representation):</p> <ul style="list-style-type: none"> • A document confirming the right of signature (representation) of the representative of the Tenderer or each member of a partnership (if Tenderer is a partnership) who has signed Bid for this Competition and any other document (e.g. partnership agreement, agreement on cooperation, letter of intension etc.) included in the Bid. • A document confirming the right of signature (representation) of the representative of subcontractor and the person on whose capabilities the Tenderer is relying to meet qualification criteria stipulated in Regulation and who has signed any documents (agreement on corporation, letter of intension etc.) included in bid. 	Selection requirements

11.4.7.	<p>Documents confirming establishment of partnership (consortium), if applicable</p> <p>If Bid is submitted by a partnership, the Bid shall include an agreement (or letter of intention to enter into agreement or any similar document) signed by all members of the partnership on the participation in the Competition, which:</p> <ol style="list-style-type: none"> 1) lists responsibilities of each and every partnership member and a joint commitment to fulfil the Procurement Contract; 2) authorises one key member to sign the Bid and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made. 	Selection requirements
11.4.8.	Information and documents (including documents, but not limited to, according to Section 9.2. – 9.6.), confirming compliance of the Tenderer with the selection criteria for the Tenderers or the corresponding ESPD.	Selection requirements
11.4.9.	Information and documents relating to the entities on whose capabilities the Tenderer is relying on and sub-contractors (according to Section 9.7. of Regulation) (<i>If applicable</i>).	Other requirements

- 11.5. The Tenderer is not permitted to submit variants of the Bid. If variants of the Bid will be submitted, the Bid will not be reviewed.
- 11.6. The Tenderer may submit a Bid only for the whole subject matter of the open competition in total.
- 11.7. The Bid must be submitted in a written form in accordance with this Regulation, in English or Latvian language. If the Bid is submitted in Latvian language, then upon a request by the Procurement Commission the Tenderer shall provide a translation in English language within the deadline requested by the Contracting Authority's Procurement Commission. If the Bid is submitted in English language, upon a request by the Procurement Commission the Tenderer shall provide a translation in Latvian language within the deadline requested by the Contracting Authority's Procurement Commission.
- 11.8. The Bid may contain original documents or their derivatives (e.g. copies). In the Bid or in the reply to a request of the Procurement Commission the Tenderer shall submit only such original documents which have legal force. For the document to gain legal force it has to be issued and formatted in accordance with the Law on Legal Force of Documents and Law on Electronic Documents of the Republic of Latvia, but public

documents issued abroad shall be formatted and legalised in accordance with the requirements of the Document Legalization Law. When submitting the Bid, the Tenderer has the right to certify the correctness of all submitted documents' derivatives and translations with one certification.

- 11.9. The Bid must be signed using an electronic signature according to the requirements indicated in 11.2.2. of this Regulation.
- 11.10. The Bid must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in this open competition procedure.
- 11.11. Bid submitted after the expiry of the deadline for the submission of Bids shall not be reviewed.

12. BID SECURITY

- 12.1. The Tenderer shall submit a Bid security (a bank guarantee or insurance policy) in the amount of **50 000,00 EUR (fifty thousand euros and 00 cents)**.
- 12.2. Bid security shall contain condition that upon request of the Contracting Authority the guarantor or insurer of the Bid security shall pay the sum of the Security to the Contracting Authority at first demand, if:
 - 12.2.1. The Tenderer revokes its Bid while the Security is in force;
 - 12.2.2. the Tenderer selected for award of the Contract fails to submit the requested contract performance security according to conditions of Contract;
 - 12.2.3. the Tenderer selected for award of the Contract in accordance with the contract award criteria, does not sign the Contract by the deadline set by the Contracting Authority.
- 12.3. **If the Security is an insurance policy, it must comply with the following additional requirements:**
 - 12.3.1. The insurance premium must be paid until the Bid is submitted as proved by a copy of the payment certificate enclosed thereto;
 - 12.3.2. The insurer must pledge to pay the Security on the first demand of the Contracting authority in cases stipulated in Clause 12.2.;
 - 12.3.3. The Contracting Authority shall not be obliged to demand the Security from the Tenderer prior to submitting the request to the insurer;
 - 12.3.4. The insurance policy must be in force for the term stipulated in Clause 12.6. and be subject to realisation from the opening of the Bid, that is, the insurance premium must be paid until the Bid is submitted as proved by a copy of the payment certificate enclosed thereto;
 - 12.3.5. The insurance policy must be irrevocable;
 - 12.3.6. Any claims and disputes regarding the Security shall be heard in the courts of the Republic of Latvia, in accordance with the laws of the Republic of Latvia.
- 12.4. **If the Security is a bank guarantee, it must comply with the following additional requirements:**
 - 12.4.1. The Uniform Rules for Demand Guarantees (URDG), ICC Publication No.758, issued by the International Chamber of Commerce (ICC), shall apply to the guarantee, but laws of the Republic of Latvia shall apply in matters not regulated by the aforementioned International Chamber of Commerce (ICC) Rules.

- 12.4.2. The guarantor must pledge to pay the Security on the first demand of the Contracting authority in cases stipulated in Clause 12.2. of the Regulation;
- 12.4.3. The Contracting Authority shall not be obliged to demand the Security from the Tenderer prior to submitting the request to the guarantor;
- 12.4.4. The bank guarantee must be in force for the term stipulated in Clause 12.6 of the Regulation;
- 12.4.5. The bank guarantee must be irrevocable;
- 12.4.6. Any claims and disputes regarding the Security shall be heard in the courts of the Republic of Latvia, in accordance with the laws of the Republic of Latvia.
- 12.5. If the Tenderer is a partnership, then the Security must apply to all the members of the Tenderer (the name of the Tenderer in the Security must be the same as the name of the Tenderer in the Bid).
- 12.6. The Security shall be in force for the shortest of the terms listed below:
 - 12.6.1. The term of validity of the Security is at least 180 (one hundred eighty) days from the day of opening of the Initial Bids;
 - 12.6.2. Until the successful Tenderer of the Competition has signed the subsequent Contract and it has entered into force (namely, the Contract is signed, and the contract performance security is submitted to the Contracting Authority in accordance with the requirements of the Contract).
- 12.7. The Security shall be submitted:
 - 12.7.1. together with the Bid in the E-Tenders system signed by a secure electronic signature¹⁰ with a time seal (in this case the Security must have a separate valid secure electronic signature by the issuer of the Security)
 - or
 - 12.7.2. separately as an original document in hard copy by sending it to the address stipulated in Clause 1.4. of the Regulation, arriving no later than the deadline for the submission of Bids stipulated in Clause 15.1. of Regulation (only if the guarantor (bank or insurance company) doesn't provide electronically issued Security signed with a certified electronic signature as described in Section 12 and additionally a scanned copy of the original Security document shall be submitted together with the Bid in the E-Tenders system).
- 12.8. The Security expires after:
 - 12.8.1. The Contract has entered into force and a security for the performance of the Contract compliant with conditions of the Contract is submitted and accepted by the Contracting Authority; or
 - 12.8.2. the Procurement Commission has terminated the Competition without awarding any Tenderer the right to sign the Contract and, if appealed, the decision has been upheld by the Procurement Monitoring Office of the Republic of Latvia or in accordance with the procedures stipulated in Article 68 (2) of the Latvian Public Procurement Law of Republic of Latvia; or
 - 12.8.3. the validity period of the Security expires and no new Bid security has been submitted by the Tenderer to the Contracting Authority.
- 12.9. Expired Securities submitted on paper shall be returned to the Tenderer upon respective request of the Tenderer. For the avoidance of doubt, regardless of whether

¹⁰ Issued by organisation, which is included in the Trusted list according to the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014

the Security is returned to the Tenderer or not, the Security shall expire and become invalid as stipulated in Clause 12.8. above.

12.10. If the Tenderer fails to submit Bid security which is prepared and issued according to requirements set in Section 12 of the Regulation, Tenderer shall be rejected from further participation in this procurement procedure.

13. TECHNICAL PROPOSAL

13.1. Please refer to respective draft forms when filling the Technical proposal - Annex No 3 (**Draft of detailed technical design project delivery plan**) and Annex No 7 (**Key expert's professional experience (form)**).

13.2. The Tenderer shall draft a Technical Proposal according to requirements described in Section 13 of Regulation and considering requirements set in Technical specification (Annex 2 to Regulation), Draft Contract (Annex 10 to Regulation) and evaluation methodology provided in Section 22 of Regulation. The Technical Proposal shall demonstrate the Tenderer's understanding of the assignment and scope of the Services through proposed draft of detailed technical design project delivery plan with respective chapters and shall identify core team of key experts responsible for delivery of Services. The Contracting Authority shall assess whether the means and methodology offered will deliver execution of the Contract on time and according to requirements set in Technical specification and Draft agreement.

13.3. Tenderer shall submit a Draft of detailed technical design project delivery plan (part II of Technical proposal) in accordance with Annex No 3 to Regulation, covering the sufficient and clear detailisation/description on the following Service provision aspects:

13.3.1. **Understanding of the assignment – goals and objectives;**

13.3.2. **Service provision approach and organization;**

13.3.3. **Quality assurance approach;**

13.3.4. **Schedule of provision of design services (Gantt chart);**

13.3.5. **Draft BIM Execution Plan (pre-BEP).**

13.4. **Key-experts involved (part I of Technical proposal).** Key-experts named in the Clause 9.5. of the Regulation shall meet the minimum qualification requirements. Should any of the Key-experts proposed fail to meet these minimum qualification requirements as set in Clause 9.5. of Regulation, the Procurement Commission shall discontinue the assessment of the relevant Bid and exclude it from further evaluation.

13.5. **The experience of every Key-expert meeting the minimum requirements shall not be scored during the evaluation what means that Procurement Commission will not score with points those projects indicated by key-experts which prove compliance with minimum qualification requirements.**

13.6. The Tenderer shall ensure the availability as required of all Key-experts specified in Regulation and Technical Specification in extent needed to ensure proper delivery of Services. The Procurement Commission reserves the right to request additional information about the Key- experts' availability and involvement in other contracts (as well as contracts already signed for implementation of Rail Baltica project) in case of any doubts of availability or in case of any possible risks related to conflict of interests. In case of negative

outcome of the assessment of any of the Tenderer's proposed Key experts' ability to perform to the requirements of the established scope and time or without risks of conflict of interest the Tenderer can become a ground for rejection of the Proposal. For example, inter alia, a reason for such request can be involvement in such parallel contract(s) where the Tenderer has been requested to provide certain availability and/or a 100% dedication of the expert or subject of such contract represents conflict of interest in such meaning where any duties of supervision are cross breached. Tenderers should note that it is highly anticipated from the Tenderers side to choose a Team of Key experts that **are not in conflict in relation with their availability or interests.**

14. FINANCIAL PROPOSAL

- 14.1. The Financial Proposal includes a breakdown of the total proposed Contract price for the Services and shall be provided in accordance with Annex No 4 to Regulation.
- 14.2. The proposed Contract price shall be set in euro (EUR) without value added tax (hereinafter – VAT).
- 14.3. The proposed Contract price for the Services must reflect the capability and resourceful thinking of the Tenderer to align the required resources to ensure successful execution of the Contract.
- 14.4. The proposed Contract price for the Services and all unit costs shall be calculated and indicated with an accuracy of 2 (two) decimals after comma. If more than 2 (two) decimals after comma are indicated, then only the first two will be considered.
- 14.5. The proposed Contract price for the Services shall include all taxes (excluding VAT), fees and payments, all costs and risks as specified in the Draft Contract and related to the fulfilment of the Services in accordance with the Contract.
- 14.6. If the Tenderer fails to submit the Financial Proposal in accordance with requirements indicated in Section 14 of Regulation, the Financial Proposal will be deemed non-compliant and will not be further evaluated.

15. SUBMISSION OF A BID

- 15.1. Bid (documents referred to in the Section 11.4. shall be submitted electronically using the tools offered by the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier/ProcurementProposals/112508> by **15 April 2024, before 10:00 o'clock (Time Zone EEST (Eastern European Summer Time), Riga (Latvia)).** *(With amendments No 2, approved on 21 March 2024)*
- 15.2. The Tenderer may recall or amend its submitted Bid before the expiry of the deadline for the submission of Bids by using the tools offered by E-Tenders system.
- 15.3. Only Bids submitted to the E-Tenders system and within the time indicated in Clause 15.1. will be accepted and evaluated for participation in the procurement procedure. Any Bid submitted outside the E-Tenders system or submitted after the time indicated in Clause 15.1. will be declared as submitted in a non-compliant manner and will not participate in the procurement procedure.

16. ENCRYPTION OF THE BID INFORMATION

- 16.1. The E-Tender system ensures the first level encryption of the information provided in the Bid documents.
- 16.2. If the Tenderer applied additional encryption to the information in the Bid (according to Section 11.1.3.), the Tenderer has to provide the Contracting Authority's Procurement Commission representative listed in Section 2.9. with electronic key with the password to unlock the information not later than the deadline of the Bid submission.

17. OPENING OF BIDS

- 17.1. The Bids will be opened in the E-Tenders system on **15 April 2024, at 14:00 o'clock (Time Zone EEST (Eastern European Summer Time), Riga (Latvia))** during the open meeting. It is possible to follow the opening of submitted Bids online in the E-Tenders system. *(With amendments No 2, approved on 21 March 2024)*
- 17.2. If such malfunctions of the E-Tenders system are established due to which it has not been possible to submit Bids for at least two hours within the last 24 (twenty four) hours in total or for 10 (ten) minutes within the last four hours until expiry of the time limit for the submission of the Bids, the holder of the E-tenders system (State Regional Development agency) shall, after restoration of the operation of the system, postpone the time limit for the submission of Bids by one business day. On the day of restoring the operation of the system, a notice of the malfunctions of the system shall be posted thereon, indicating the procurements and procurement procedures the time limits of which have been postponed. Such postponement of the time limit shall not be considered amendments to the procurement or procurement procedure documents or extension of the time limit for the submission of the tenders and applications within the meaning of Section 35, Paragraph three of the Public Procurement Law of Latvia.
- 17.3. The Bids are opened by using the tools offered by E-Tenders system, the proposed price and other information that characterizes the Bid (excluding confidential information) shall be published in E-Tenders system, as well as notice of the presence of documents proving the Security.
- 17.4. The information regarding the Tenderer, the time of Bid submission, the proposed Contract price and other information that characterizes the Bid is generated at the opening of the Bids by E-Tenders system and written down in the Bids opening sheet, which shall be published in E-Tenders system and Contracting authorities web page.

18. VERIFICATION OF BIDS

- 18.1. Procurement Commission verifies whether the submitted Bids comply with the requirements stipulated in the Regulation (Section 11) and whether all required information and documents are submitted and selects for further evaluation only the compliant Bids.

19. SELECTION OF TENDERERS

Procurement Commission verifies whether the Tenderers comply with the selection requirements set in Clause 9.2. – 9.6. of Regulation and selects conformable Tenderers.

20. VERIFICATION OF TEHNCAL PROPOSALS

- 20.1. The Procurement Commission shall verify whether the Technical proposal contains completed Annex No 3 "Draft of Detailed Technical design project delivery plan" with described all required sections and sub-sections to be included and Annex No 7 "Key expert`s professional experience" (form). The Procurement Commission verifies whether the submitted Technical proposals comply with all requirements stipulated in Section 13, Technical Specification (Annex No 2) and Draft Contract (Annex No 10) and selects for further evaluation only the compliant Technical proposals.
- 20.2. In case of any doubts, Procurement Commission is entitled to ask the Tenderer to submit copies of references from respective clients or similar documents (copies of building permits, deeds of conveyance or other proof evidencing the experience) evidencing the experience of Key experts.
- 20.3. If the Tenderer fails to submit it`s Technical proposal prepared in accordance with all minimum requirements indicated in Section 13 of Regulation or fails to accompany it`s Technical proposal with filled and signed Expert`s professional experience form (according to Annex No 7 "Expert`s professional experience" (form)) for all Key-experts named in Section 9.5. of Regulation, such Technical proposal will be considered as incompliant and will not be further evaluated.

21. VERIFICATION OF FINANCIAL PROPOSALS

- 21.1. The Procurement Commission shall verify whether Tenderers have completed Annex No 4 "Detailed Financial Proposal". The Procurement Commission verifies whether the submitted Financial Proposal complies with all requirements stipulated in Section 14 of Regulation.
- 21.2. If the Tenderer fails to submit its Financial proposal prepared in accordance with all requirements indicated in Section 14 of Regulation, such Financial proposal will be considered as incompliant and will not be further evaluated.
- 21.3. The Procurement Commission verifies whether there are any calculation errors, whether an abnormally low Bid has been received, as well as assesses and compares the Contract prices proposed.
- 21.4. The Procurement Commission informs the Tenderer whose calculation errors have been corrected about them and the corrected Financial Proposal. When evaluating the Financial Proposal, the Procurement Commission takes the confirmed corrections into account.
- 21.5. The Procurement Commission is entitled to ask for an explanation of the Financial Proposal, its elements and its basis and other related aspects. It shall thus ascertain the objectivity of the Financial Proposal and to verify whether an abnormally low Bid has been submitted. The Procurement Commission shall act in accordance with Article 53 of Latvian Public Procurement Law of Latvia to verify an abnormally low Bid. The Procurement Commission further evaluates only the compliant Bids, which have not been declared abnormally low.

22. CONTRACT AWARD CRITERIA

- 22.1. The Bid selection criteria is the economically most advantageous Bid. The economically most advantageous Bid shall be the Bid which will receive the highest sum of scores for the criteria. The Procurement Commission shall rank the Bids based on the following evaluation criteria:

No	Evaluation criteria	Maximum points
A	Professional experience of the Key-experts , which will be evaluated in accordance with Clause 22.4.	18
	(A.1) Project manager	3
	(A.2) Design manager	3
	(A.3) Railway track designer	3
	(A.4) Bridge/ structures designer	3
	(A.5) Road Designer	3
	(A.6) Land Amelioration designer	3
B	Quality of Detailed Technical Design Project Delivery Plan , which will be evaluated in accordance with Clause 22.5.	32
	(B.1.) Understanding of the assignment – goals and objectives	5
	(B.2.) Service provision approach and organization	12
	(B.3) Quality assurance approach	5
	(B.4) Schedule of provision of design services (Gantt chart)	5
	(B.5) Draft BIM Execution Plan (pre-BEP)	5
C	Financial proposal , which will be evaluated in accordance with Section 22.6.	50

22.2. The Procurement Commission shall sum up the points obtained by each Tenderer for criteria A, B, C and the Contract shall be awarded to the Tenderer whose Proposal receives the highest score.

22.3. In case several Tenderers will obtain equal number of points, the Procurement Commission shall award the right to conclude the contract to the Tenderer which will obtain higher score for its Financial Proposal. If also this score will be equal, then the 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.

22.4. Evaluation of the professional experience of the Key experts (criterion A):

22.4.1. The Procurement Commission shall assess the experience of the Key experts based on the information provided by the Tenders in Annex No 7 attached thereto. In case of any doubts, Procurement Commission is entitled to ask the Tenderer to submit copies of references from respective clients or similar documents (copies of building

permits, deeds of conveyance or other proof evidencing the experience) evidencing the experience of Key experts.

22.4.2. Before evaluation in accordance with criterion A and assigning scores, the Procurement Commission shall verify whether the Key experts meet the minimum qualification requirements set in Clause 9.5 of Regulation. Should any of the experts proposed in the Bid fail to meet the minimum qualification requirements, the Procurement Commission shall discontinue the assessment of the relevant Bid.

22.4.3. The Procurement Commission shall evaluate the experience in previous projects listed in the form corresponding to Annex 7 to this Regulation according to the following criteria and evaluation methodology (only the experience exceeding the minimum Qualification Requirements shall be evaluated):

Criterion index	Evaluation criteria	Maximum possible score
A	KEY EXPERTS – Professional experience of the Key experts	18
A.1.	<p>PROJECT MANAGER (3 points)</p> <p>During the last 10 (ten) years before the date of submission of the tender (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as project manager/ lead design manager¹¹ in at least 2 (two) fully completed:</p> <p>a) railway track detailed technical design (new construction or reconstruction) projects, where each of the design projects covers the following parameters: - TSI verified (compliance with TSI requirements confirmed by NoBo¹²) railway; - design speed \geq 201 km/h; - length of new or reconstructed railway line section at least 20 km; - at least 1 (one) grade-separated junction/crossing.</p> <p>or</p> <p>b) state or regional importance road (or sections of streets on the route of the state or regional importance road) detailed technical design (new construction or reconstruction) projects, where each of the design projects covers the following parameters: - length of road at least 10 km; - at least 1 (one) grade-separated junction/crossing.</p>	3

¹¹ **Project manager's/ design manager's role included such functions:** contract management, project planning, team coordination, resource management, client interaction, risk management, timeline management, budget oversight, quality assurance, reporting and documentation, stakeholder communication, change management.

¹² NoBo – Notified body (Authority appointed by member state of European Union and notified to the European Commission to undertake a defined scope of verification activities against TSI).

Criterion index	Evaluation criteria	Maximum possible score
	<p><i>In order to receive 3 points, expert may combine railway track design and road design projects which meet the requirements mentioned above. (With amendments No 1, approved on 7 March 2024)</i></p> <p>During the last 10 (ten) years before the date of submission of the tender (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as project manager/ lead design manager¹³ in at least 1 (one) fully completed:</p> <p>a) railway track detailed technical design (new construction or reconstruction) project, where the design project covers the following parameters: - TSI verified (compliance with TSI requirements confirmed by NoBo¹⁴) railway; - design speed \geq 201 km/h; - length of new or reconstructed railway line section at least 20 km.</p> <p>or</p> <p>b) state or regional importance road (or sections of streets on the route of the state or regional importance road) detailed technical design (new construction or reconstruction) project, where the design project covers the following parameters: - length of road at least 10 km.</p>	1
A.2.	<p>DESIGN MANAGER (3 points)</p> <p>During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Design Manager¹⁵ in at least 3 (three) fully completed railway track detailed technical design projects, where each of the design projects covers the following parameters: - TSI compliant (compliance with TSI requirements confirmed by NoBo¹⁴), design speed \geq 201 km/h, - length of railway track - 20 km.</p> <p>During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Design Manager¹⁵ in at least 2 (two) fully completed railway</p>	3
		2

¹³ **Project manager's/ design manager's role included such functions:** contract management, project planning, team coordination, resource management, client interaction, risk management, timeline management, budget oversight, quality assurance, reporting and documentation, stakeholder communication, change management.

¹⁴ NoBo – Notified body (Authority appointed by member state of European Union and notified to the European Commission to undertake a defined scope of verification activities against TSI).

¹⁵ **Design Manager's position in each of the referred projects had to cover at least the following duties** set for design manager according to Section point 36 of General Construction Regulations (Regulation No 500, adopted by Cabinet of Ministers of Republic of Latvia on 19.08.2014.), available here: <https://likumi.lv/ta/en/en/id/269069>.

Criterion index	Evaluation criteria	Maximum possible score
	track detailed technical design projects, where each of the design projects covers the following parameters: <ul style="list-style-type: none"> - TSI compliant (compliance with TSI requirements confirmed by NoBo¹⁴), design speed ≥ 201 km/h, - length of railway track - 20 km. 	
	During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Design Manager ¹⁵ in at least 1 (one) fully completed railway track detailed technical design project, each of the design projects covering the following parameters: <ul style="list-style-type: none"> - TSI compliant (compliance with TSI requirements confirmed by NoBo¹⁴), design speed ≥ 201 km/h, - length of railway track - 20 km. 	1
A.3.	RAILWAY TRACK DESIGNER (3 points)	
	During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Railway Track Designer in at least 3 (three) fully completed railway track detailed technical design projects, where each of the design projects covers the following parameters: <ul style="list-style-type: none"> - TSI compliant (compliance with TSI requirements confirmed by NoBo¹⁴), - design speed ≥ 201 km/h; - length of railway track – 20 km. 	3
	During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Railway Track Designer in at least 2 (two) fully completed railway track detailed technical design projects, where each of the design projects covers the following parameters: <ul style="list-style-type: none"> - TSI compliant (compliance with TSI requirements confirmed by NoBo¹⁴), - design speed ≥ 201 km/h; - length of railway track - 20 km. 	2
	During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Railway Track Designer in at least 1 (one) fully completed railway track detailed technical design project, where design project covers the following parameters: <ul style="list-style-type: none"> - TSI compliant (compliance with TSI requirements confirmed by NoBo¹⁴), - design speed ≥ 201 km/h; - length of railway track - 20 km. 	1
A.4.	BRIDGE DESIGNER (3 points)	
	During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Bridge designer, in at least 2 (two) fully completed railway bridge design projects, where each of the design projects covers the following parameters:	3

Criterion index	Evaluation criteria	Maximum possible score
	<ul style="list-style-type: none"> - TSI compliant (compliance with TSI requirements confirmed by NoBo¹⁴) railway line; - minimum length of bridge/viaduct - 100m; - design speed \geq 201 km/h. 	
	<p>During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Bridge designer, in at least 1 (one) fully completed railway bridge design projects, where each of the design projects covers the following parameters:</p> <ul style="list-style-type: none"> - TSI compliant (compliance with TSI requirements confirmed by NoBo¹⁴) railway line; - minimum length of bridge/viaduct - 100m; - design speed \geq 201 km/h. 	2
	<p>During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Bridge structural designer in at least 1 (one) fully completed railway bridge design project where the design project covers the following parameters:</p> <ul style="list-style-type: none"> - TSI compliant (compliance with TSI requirements confirmed by NoBo¹⁴) railway line; - design speed \geq 201 km/h. 	1
A.5	<p>ROAD DESIGNER (3 points)</p> <p>During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Road Designer in at least 3 (three) fully completed State or Regional importance road (or section of street on the route of the state or regional importance road) design projects, where each of the design projects covers the following parameters:</p> <ul style="list-style-type: none"> - minimum length of the designed road section – 7 km; - at least one grade separated junction. <p>During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Road Designer in at least 2 (two) fully completed State or Regional importance road (or section of street on the route of the state or regional importance road) design projects, where each of the design projects covers the following parameters:</p> <ul style="list-style-type: none"> - minimum length of the designed road section – 7 km; - at least one grade separated junction. <p>During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Road Designer in at least 1 (one) fully completed State or Regional importance road (or section of street on the route of the state or</p>	3
		2
		1

Criterion index	Evaluation criteria	Maximum possible score
	regional importance road) design project, where the design project covers the following parameters: - minimum length of the designed road section – 7 km; - at least one grade separated junction.	
A.6.	LAND AMELIORATION DESIGNER (3 points)	
	During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Land Amelioration designer in at least 3 (three) fully completed amelioration design projects of watercourse with total design length in each of the projects of at least 5 km.	3
	During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Land amelioration designer in at least 2 (two) fully completed amelioration design projects of watercourse with total design length in each of the projects of at least 5 km.	2
	During the last 10 (ten) years (2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained experience as Land amelioration designer in at least 1 (one) fully completed amelioration design project of watercourse with total design length in each of the projects of at least 5 km.	1

22.4.4. **ATTENTION! Reference projects which are used once to cover the minimum requirements for previous experience for the experts (Clause 9.5. of Regulation) shall not be used for scoring and will not be awarded with points.**

22.4.5. The maximum number of points Technical proposal can receive for criterion A are 18 points.

22.4.6. Each Procurement Commission member shall evaluate the Experience of the Key-Experts individually. The Procurement Commission shall obtain the final score regarding criterion A for each Technical proposal by summing up all points obtained by the particular Technical proposal and dividing the sum with the number of members of the Procurement Commission which participated in the evaluation of the Technical proposals. The result shall be used as the points for the particular Technical proposal for the purposes of Section 22.2.

22.5. **Evaluation of Quality of the Detailed Technical Design Project Delivery Plan (criterion B):**

22.5.1. Quality of the Detailed technical design project delivery Plan (DTD PDP) will be evaluated by comparing the DTD PDP on a scale of 0 – 32 according to the following criteria and methodology, indicated below:

Sub-criterion	Evaluation methodology for criterion	Level of detail	Description	Points awarded
Understanding of the assignment – goals and objectives (5 points)				
B.1.	Understanding of the assignment (<i>This criterion is used to assess Tenderer's understanding of the objectives and scope of the assignment described in Technical specification</i>), covering at least the following:	Highly Detailed	The Tenderer has produced (above and beyond what has been specified in the Technical specification) a detailed, reasoned and extended description on the scope and specifics of the planned service content, the required provision of service approach and performance management/plan, specified services to be provided for the specific deliverable. The required stages of the service process, specified deliverables, indicated risks as well as parties involved in the service provision process are exhaustively described.	5
	1) Understanding of the subject-matter of the Competition, objectives, scope, resources, the requirements and conditions of Technical specification put forth by the Client and what is needed for the proper and timely provision of the Design Services and Design supervision services; Understanding of the local particularities of the railway line section to be designed. Understanding of the most complicated Building Permits of the scope (identify them), their description and specific local conditions and relevant circumstances;	Medium level of detail	The Tenderer has produced (above and beyond what has been produced specified in the Technical specification) a partly extended description on the scope and specifics of the planned service content, the required provision of service approach and performance management/plan, specified services to be provided for the specific deliverable. The required stages of the service process, specified deliverables, indicated risks as well as parties involved in the service provision process are partially described.	3
	2) Understanding of the Design Services that Tenderer shall provide to achieve a comprehensive execution necessary to meet expectations of the Client in the meaning of quality, requirements, time and deliverables (such as data acquisition, setting prerequisites, data processing and analysis, approval process, design solution corrections, etc.);	Low level of detail	The Tenderer has provided very general description, reflects minimum requirements of the Technical Specification or repeats the requirements of the Technical Specification. Requirements are not addressed in sufficient manner.	0
	3) Understanding of the Design Supervision services that Tender shall provide during the construction phase of separate Building Permits DTD or construction objects within the scope of Technical specification, by considering that the detailed construction phase is not planned. Understanding of the necessary planning to ensure high quality and timely provision of Design Supervision services in accordance with the construction legislation and requirements of the Technical Specification.			
4) Understanding of construction legislation covering approval and correction process of deliverables in BIS, including Affected parties, Construction Board, the Client and other responsible				

Sub-criterion	Evaluation methodology for criterion	Level of detail	Description	Points awarded
	<p>approvers. Explanation how the Tenderer will ensure proactive and timely coordination of design solutions with the Affected Parties. Demonstration of the Consultant's compliance with the requirements on registration in the Construction Merchant register in Republic of Latvia and ensuring all certified experts in all relevant fields of design in accordance with the applicable legislation.</p>			
Service provision approach and organization – 12 points				
B.2.	<p><u>Service provision approach and organization</u> <i>(This criterion is used to assess Tenderer's proposed approach for the implementation of the assignment as defined in the Technical specification and required in the Agreement),</i> covering at least the following:</p> <p>1) Description of the proposed Programme for the provision of all necessary services required to prepare the design (including input data review, BDMC, BP, conceptual Master Design solutions, investigations, approval process, design solution corrections, design conditions and permissions issued by the state authorities etc.), to implement the design supervision services by fulfilling all requirements specified in the Technical specification. Description (analysis) of the reference data necessary for the proper and timely Design Service provision including the design approach to be used for the cases when the design reference data would not be available from the date of commencement of the design services. The Proposal shall include a detailed description of the planned cooperation and communication with Client, accounting for planned meetings, and potential items to be included on the agenda. Information will be</p>	Highly Detailed	The Tenderer has produced (above and beyond what has been specified in the Technical specification) a detailed, reasoned and extended description of service provision approach on the planned delivery of the services. The required stages of the service process, specified deliverables, risks, communication plans, resource allocation, site investigation, Master Design and Detailed Technical Design, as well as parties involved in the service provision process are exhaustively covered in the proposed service provision approach.	12
		Medium level of detail	The Tenderer has produced (above and beyond what has been specified in the Technical specification) a partly extended description of service provision approach on the planned delivery of the services. The required stages of the service process, specified deliverables, risks, communication plans, resource allocation, site investigation, Master Design and Detailed Technical Design, as well as parties involved in the service provision process are partially covered in the proposed service provision approach.	7

Sub-criterion	Evaluation methodology for criterion	Level of detail	Description	Points awarded
	<p>provided regarding the use of translators.</p> <p>2) Resource allocation and management, covering sufficient number of experts, structure (together with the description) of the appointed key experts, additional experts, teams of experts, subconsultants and administrators, managers, translators, assisting staff etc. showing their hierarchy (decision making process), functions, responsibilities and subordination. Predictable allocation of the workload of personnel shall be provided in order to achieve several deliverables (BP) simultaneously in accordance with the Client's Programme;</p> <p>3) Description of the proposed approach for the site investigations, covering the scope of site investigations (including geological and hydrogeological surveys for all stages) specified in the Technical specification, provisional planning and resources allocation for the site investigation works, including possible risks and proposed mitigation measures;</p> <p>4) Description of the proposed approach for the Master Design and Detailed Technical Design, described in the Technical Specification, propose an efficient process for achieving the deliverables with the fewest possible corrections including considering different communication formats with the experts of the Client and the Affected parties. The best engineering practise shall be applied to optimise different design solutions and achieve the best value for money throughout the lifecycle of the railway line by ensuring safety, required capacity, operational efficiency, reliability and flexibility, economic,</p>	Low level of detail	The Tenderer has provided very general description, reflects minimum requirements of the Technical Specification or repeats the requirements of the Technical Specification. Requirements are not addressed in sufficient manner.	0

Sub-criterion	Evaluation methodology for criterion	Level of detail	Description	Points awarded
	environmental and identifying advantages of such solutions giving the possible added value.			
Quality assurance approach – 5 points				
B.3.	<p>Quality assurance approach (<i>This criterion is used to assess the Tenderers proposed quality assurance approach to be applied for the service provision</i>), covering at least the following:</p> <ol style="list-style-type: none"> 1) Understanding of the service provision quality needs covered in the Technical specification and Agreement, required by national construction legislation and employed by the Tenderer as a general practice; 2) Description of the proposed quality assurance approach, covering the quality management standards applied, management of resources, design quality control and procedures, verification of design calculations, management of design review/update/correction processes, translation quality control, procedures for the remedy of defects/errors; 3) Quality assurance plan showing the structure (together with the description) of the service provision process indicating the means and sub-processes to be employed for quality assurance and covering the management of service implementation as well as sub-suppliers quality control, documentation versioning control, etc.; 4) Risk management plan covering the elaboration of the risks defined in Technical Specification, understanding/identification of other risks, and approach for the ongoing risk management and mitigation procedures. 	Highly Detailed	The Tenderer has produced a detailed, reasoned and extended description of the proposed quality assurance approach for the provision of the services. The required details relating to the understanding of quality needs, quality assurance as well as risk identification and management plan are exhaustively covered in the proposed quality assurance approach.	5
		Medium level of detail	The Tenderer has produced a partly extended description of the proposed quality assurance approach for the provision of the services. The required details relating to the understanding of quality needs, quality assurance as well as risk identification and management plan are partially extended in the proposed quality assurance approach.	3
		Low level of detail	The Tenderer has provided very general description, reflects minimum requirements of the Technical Specification or repeats the requirements of the Technical Specification. Requirements are not addressed in sufficient manner.	0
Schedule of provision of Design services (Gantt chart) - 5 points				

Sub-criterion	Evaluation methodology for criterion	Level of detail	Description	Points awarded
B.4.	<p><u>Schedule of provision of Design services (Gantt chart)</u> (This criterion is used to assess Tenderer's proposed planning of the design process) covering at least the following:</p> <ol style="list-style-type: none"> 1) Key deadlines specified in the Agreement with the proposed interim milestones necessary for the proper as well as timely control and management of the design process. Programme of provision for design services, including GANTT chart and resource planning (man hours) shall outline the milestones covering the necessary time period for the key activities/deliverables including main design volumes/parts, covering the review/approval including Affected Parties, the Client, design expertise and NoBo/AsBo, building permit and technical condition validity processes; 2) Detailisation level of design process (specified in Technical specification) aligned with the key deadlines and indicating Tenderer's approach on how the overall design implementation process shall be split into separate sub-processes facilitating the proper, flexible and timely management of design process. 3) Additional milestones (not included in the Agreement) proposed by the Tenderer as interim guidelines ensuring flexibility on early risk identification and sufficient time to make an early decision on application of proposed risk mitigation measures. <p>Level 4 schedule to be provided. The Tenderer shall detail Work Breakdown structures (WBS) to the required level in order to demonstrate activities per Building Permit deliverables. Critical path shall be identified.</p>	Highly Detailed	<p>The Tenderer has produced (above and beyond what has been specified in the Technical specification and Agreement) the Programme with Gantt Chart with the detailed, reasoned and extended structure for the implementation of the design services. The key deadlines specified in the Agreement, detailisation and additional milestones of the design process are exhaustively covered in the proposed Gantt Chart. The Tenderer will be awarded points if he provides:</p> <ul style="list-style-type: none"> - detailed working schedule at least at Level 4; - identifies critical path for every BP deliverables; - propose work breakdown structure per BP; - resource loaded schedule for the activities of BP. 	5
		Medium level of detail	<p>The Tenderer has produced (above and beyond what has been specified in the Technical specification and Agreement) the Gantt Chart with the partially extended structure for the implementation of the design services. The key deadlines specified in the Agreement, sufficient detailisation and additional milestones of the design process are partially covered in the proposed Gantt Chart.</p>	3
		Low level of detail	<p>The Tenderer has provided very general description, reflects minimum requirements of the Technical Specification or repeats the requirements of the Technical Specification. Requirements are not addressed in sufficient manner.</p>	0

Sub-criterion	Evaluation methodology for criterion	Level of detail	Description	Points awarded
B.5. Draft BIM Execution Plan – 5 points				
B.5.	Draft BIM Execution Plan (pre-BEP) for the provision of design services shall be provided following document structure (DG BEP template) of Technical Specification. Tenderer in free text, flowcharts, swim lane diagrams shall describe their readiness to deliver the project documentation according to the rules set out in the mentioned documents. The Tenderer shall describe the current BIM standards used inside of the organization experience in implementing BIM requirements. The Tenderer shall provide a list of software solutions and in-house tools (including version numbers) to be used for creating and auditing the BIM deliverables and what software is used for clash detection. The Tenderer shall describe the BIM information exchange processes within their company (including description of the CDE and other IT solutions used internally between project teams' members) including exchange file formats for BIM models, data, drawings and documents for each discipline; describe the organizational roles and schemes, quality control and assurance (including clash detection, avoidance and elimination process) and collaboration between the project members and involved specialists. The IT infrastructure and IT security measures and workflows shall be described. The Tenderer shall describe the potential risks regarding the BIM workflows for the project and description of risk management and mitigation processes to avoid these risks and shall describe the risks related to the detailed BIM strategy to be provided during the implementation of Design services and possible means to mitigate from these risks for the proper and timely execution of Services.	Highly Detailed	BIM Execution Plan (BEP) Template (RBDG-TPL-013) form has been filled fully with required information in all document chapters and corresponds to the requirements of the Technical Specification. Provided descriptions in each chapter should be clear, detailed and oriented to this project implementation goal. The Tenderer shall demonstrate readiness to provide quality services with dedicated team. Additional information, which is not part of BEP template but would help to understand the Consultants readiness, would be expected. The Tenderer has to produce (above and beyond what has been specified in the Technical specification) a detailed, reasoned and extended description of service provision approach on the planned delivery of the services. The required stages of the design process, specified deliverables, risks, in context of BIM implementation (approach) in accordance with the TS.	5
		Medium level of detail	BIM Execution Plan (BEP) Template form has been filled with required information and partly corresponds to the requirements of the Technical Specification. Provided information is more generic, missing detail information about Tenderer's team. Tenderer is using the Clients (or other normative) documents as references links to provided descriptions in pre-BEP document. Not all chapters described or information is provided with no clear strategy	3

Sub-criterion	Evaluation methodology for criterion	Level of detail	Description	Points awarded
			from the Tenderer how he is going to assure quality of the design. The Client is not able to identify, from the description, Tenderers readiness for the project including team and software complete solution and workflow information is missing. The Tenderer has produced a partly extended description of service provision approach on the planned delivery of the services. The required stages of the design process, specified deliverables, risks, in context of BIM implementation (approach) in accordance with the TS are generally described.	
		Low level of detail	The Tenderer has not provided description according to BEP template (RBDG-TPL-013). The Tenderer has provided very general description, reflects minimum requirements of the Technical Specification or repeats the requirements of the Technical Specification. Requirements are not addressed in sufficient manner.	0

22.5.2. Failure to meet minimum requirements will be ground for rejection of the Bid. The quality of the DTD PDP shall be evaluated on the basis of the information contained in this document in accordance with evaluation methodology as described in table above and its relevance to the Technical Specification and Draft agreement, by awarding points.

22.5.3. The maximum number of points which Technical proposal can receive for criterion B is 32 points.

22.5.4. The Procurement Commission shall obtain the final score for each Technical proposal regarding criterion B by summing up all points obtained by the particular Technical proposal and dividing the sum with the number of members of the Procurement Commission which participated in the evaluation of the Technical proposals. The result shall be used as the points for the particular Technical proposal.

22.6. Evaluation of the Financial Proposal

- 22.6.1. The Procurement Commission shall award the maximum available points (50 points) for the Financial Proposal with the lowest proposed total contract price for Services (including on demand services as well).
- 22.6.2. Other Financial Proposals shall receive score in accordance with the following formula:

$$\text{points} = \frac{\text{Lowest proposed total contract price among the compliant proposals}}{\text{Tenderer's proposed total contract price}} * 50$$

- 22.6.3. 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.

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

- 23.1. Prior to making the decision about assigning rights to conclude the Contract, the Procurement Commission verifies whether the mandatory exclusion grounds referred to Article 42, Paragraph 2 (*except sub-point 8 and 9*) of the Public Procurement Law (Clause 9.1.1. – 9.1.12. of Regulation) and sanctions according to Article 11.¹ of the Law On International Sanctions and National Sanctions of the Republic of Latvia (Clause 9.1.16. of Regulation) and Article 5k, Clause 1 of Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine are applicable to the Tenderer and related entities and persons according to aforementioned laws (Clause 9.1.16. and 9.1.17. of Regulation).
- 23.2. The Procurement Commission is entitled to send information on Tenderers to whom the rights to enter into the Contract shall be awarded (and each member of a partnership, if the Tenderer is a partnership) to the Latvian State Security Service according to the Cabinet Regulations of Latvia No 508 "Procedures for the planning and implementation of identification, security measures and operational continuity of critical infrastructure, including European critical infrastructure" and any other state institution of Latvia if required by applicable Law, before awarding the contract rights. In the event of a negative conclusion of the Tenderer by the Latvian State Security Service or any other state institution of Latvia, the Procurement Commission will exclude it from the Competition and choose the next economically most advantageous Bid in the list and will set Tenderer to whom the rights to enter into the Contract shall be awarded.
- 23.3. The Procurement Commission shall exclude the Tenderer from participation in the procurement procedure for the reasons referred to in Clause 9.1.1. – 9.1.6. of Regulation on the basis of the information obtained by it in accordance with the following procedures:
 - 1) in connection with a person registered or permanently residing in Latvia, and also with the reasons for exclusion referred to in Clauses 9.1.1, 9.1.2., 9.1.5. and 9.1.6. of Regulation in respect of a person registered or permanently residing abroad, shall use the information system determined by the Cabinet of Ministers of Latvia in conformity with the following procedures and without requesting consent of the relevant persons:

a) the Procurement Commission, and also the Supplier shall obtain information regarding themselves from the Information Centre of the Ministry of the Interior (Punishment Register) in respect of the reason for exclusion referred to in Clauses 9.1.1., 9.1.5., and 9.1.6. of Regulation;

b) the Procurement Commission shall obtain information from the Enterprise Register regarding the person referred to in Clause 9.1.1. of Regulation (a member of the executive board or supervisory board, a person with representation rights, a proctor, or a person who is authorised to represent the Tenderer in activities related to a branch) and regarding the person referred to in Clause 9.1.15. of Regulation;

c) the Procurement Commission, and also the Supplier shall obtain information regarding themselves from the State Revenue Service of Latvia and municipalities of Latvia in respect of the reason for exclusion referred to in Clause 9.1.2. of Regulation. The Procurement Commission shall take into account information posted in the information system determined by the Cabinet of the Ministers of Latvia on the date of the last update of data in the public tax debtors' database and the Administration System of Real Estate Tax of the State Revenue Service of Latvia. If the Procurement Commission concludes that in the information system determined by the Cabinet of Ministers of Latvia, according to the information posted on the date of the last update of data in the public tax debtors' database and the Administration System of Real Estate Tax of the State Revenue Service of Latvia, the Tenderer, or the person referred to in Clause 9.1.13. – 9.1.15. of Regulation has outstanding tax liabilities on the last day of the time limit for the submission of tenders or on the day when the decision is taken to possibly award the procurement contract, the Procurement Commission shall set the time limit - three working days after the day of sending an information request - for the submission of the evidence referred to in Clause 23.4. that the Tenderer, or the person referred to in Clause 9.1.13. – 9.1.15. of Regulation did not have any outstanding tax liabilities on the relevant day;

d) the Procurement Commission, and also the Supplier shall obtain information regarding themselves from the Enterprise Register in respect of the reason for exclusion referred to in Clauses 9.1.3. and 9.1.4. of Regulation. If the data in respect of the reason for exclusion referred to in Clause 9.1.3. of Regulation are not available in the information system determined by the Cabinet of Ministers of Latvia, the Procurement Commission shall request a confirmation that this reason for exclusion does not apply to the Tenderer, or the person referred to in Clauses 9.1.13. – 9.1.15. of Regulation, setting the time limit for the submission of confirmation - at least 10 days after the day of sending an information request;

e) the Procurement Commission shall obtain information from the Tenderer regarding the person registered or permanently residing abroad, and also the persons referred to in Clause 9.1.14. of Regulation;

2) in order to confirm that the reasons for exclusion referred to in Clauses 9.1.1. – 9.1.12. do not apply to a person registered or permanently residing abroad, including a member of the executive board or supervisory board, a person with representation rights, a proctor of the Tenderer registered in Latvia or the person referred to in Clause 9.1.13. – 9.1.15. of Regulation, or to a person who is authorised to represent the Tenderer in activities related to a branch and who permanently resides abroad, the Tender shall submit the following upon request of the Procurement Commission within the time limit specified by the Procurement Commission which may not be less than 10 business days after the day of sending the request:

a) in relation to the reasons for exclusion referred to in Clauses 9.1.1., 9.1.2., 9.1.4., 9.1.5., and 9.1.6. of Regulation - a statement/ certificate or another document of the

relevant foreign competent authority confirming the absence of the reason for exclusion. The relevant statement of the foreign competent authority can be replaced by an explanation if, in accordance with the legal acts of the country of registration of the Tenderer, or of the person referred to in Clause 9.1.13. – 9.1.15. of Regulation, a member of the executive board or supervisory board, a person with representation rights, a proctor, or a person who is authorised to represent the Tenderer in activities related to a branch may not be a person to which the reasons for exclusion referred to in Clause 9.1.1. of Regulation are applicable;

b) in relation to the reason for exclusion referred to in Clause 9.1.3. of Regulation - a confirmation/ self-statement that the reason for exclusion does not apply to the Tenderer, or the person referred to in Clause 9.1.13. – 9.1.15. of Regulation. The confirmation/ self-statement shall be accompanied by a document confirming the country of registration of each person;

c) if the statements or other documents of the competent authority referred to in Sub-clause "a" of this Clause are not issued in a relevant foreign country or they are not sufficient to confirm that the reasons for exclusion referred to in Clauses 9.1.1. – 9.1.12. of Regulation are not applicable to the Tenderer, or the person referred to in Clause 9.1.13. – 9.1.15. of Regulation, such statements or other documents can be replaced by an oath or, if the legal acts of the relevant country do not provide for taking the oath, in respect of the reason for exclusion referred to in Clause 9.1.1., 9.1.2., or 9.1.4. of Regulation - by the confirmation/ self-statement of the Tenderer, or another person referred to in Clauses 9.1.1. – 9.1.15. of Regulation to a competent executive or judicial authority, a sworn notary, or a competent organisation of the relevant sector in the country of registration or permanent place of residence thereof, but in respect of the reason for exclusion referred to in Clause 9.1.5. or 9.1.6. of Regulation - by the confirmation of the Tenderer, or the person referred to in Clause 9.1.13. – 9.1.15. to the Procurement Commission.

23.4. The evidence referred to in Clause 23.2., Paragraph 1, Sub-clause "c" which can confirm that the Tenderer, or the person referred to in Clause 9.1.13. – 9.1.15. has not had any outstanding tax liabilities on the relevant day shall be as follows:

1) a statement from the Electronic Declaration System of the State Revenue Service of Latvia;

2) a statement issued by a municipality that the relevant person did not have debts of the real estate tax;

3) any other objective evidence regarding non-existence of tax debts or tax liabilities.

23.5. The Contracting Authority may exclude the Tenderer due to the reason for exclusion referred to in Clause 9.1.7. of Regulation in any of the following cases:

1) there is information regarding the decision of the competent authority in the field of competition by which the Tenderer has been found guilty of violating the competition law which manifests itself in a horizontal cartel agreement, except for the case where the relevant authority, upon establishing a violation of the competition law, has given immunity from a fine to the Tenderer or has reduced the fine for cooperation under the leniency programme;

2) upon evaluating the proposal, or other available information, indications have been established possibly attesting to the existence of an agreement aimed at hindering, restricting, or distorting competition in the specific procurement procedure or an opinion of the Competition Council has been received that the

indications detected by the Procurement Commission can attest to the existence of a relevant agreement. The Competition Council of Latvia shall provide its opinion within 10 working days from the day of receiving a relevant request of the contracting authority.

- 23.6. The Procurement Commission may exclude the Tenderer due to the reason for exclusion referred to in Clause 9.1.8. of Regulation, if it has sufficient and objective information at its disposal which can prove that the relevant reason for exclusion exists.
- 23.7. The Procurement Commission shall exclude a Tenderer from participation in the procurement procedure if detects the reasons for exclusion referred to in Clause 9.1.19. – 9.1.12. of Regulation. If, in evaluating the information at its disposal, the Contracting authority has a reasonable doubt as to the sufficiency of the evidence or the violations committed by the particular person are minor, the Contracting authority shall not exclude the Tenderer from further participation in the procurement procedure.
- 23.8. If the Tenderer fails to submit required evidence about itself within the set deadline, the Procurement Commission excludes the Tenderer from participation in the open competition.
- 23.9. If the Procurement Commission detects that the Tenderer should be excluded from participation in the procurement procedure on the basis of the reasons for exclusion referred to in Clauses 9.1.1. and 9.1.4. – 9.1.12. of Regulation, including in relation to the persons referred to in Clauses 9.1.13., sub-point 1, 9.1.14. and 9.1.15. of Regulation, the Procurement Commission grants the Tenderer the right, within the time limit which is at least 10 days after the day of sending an information request, to provide an explanation and evidence which confirm reliability of the Tenderer in accordance with the provisions of the Article 43 of the Public Procurement Law of Latvia.
- 23.10. In order to confirm reliability, the Tenderer shall provide an explanation and evidence for the compensation of the damage caused or an agreement concluded on the compensation of the damage caused, cooperation with the investigating institutions and the technical, organisational, or personnel measures taken in order to prove its reliability and to prevent repetition of the same and similar events in the future.
- 23.11. The Procurement Commission shall evaluate the information provided in the explanation, the measures taken by Tenderer, or a member of partnership (if the Tenderer is a partnership), and the evidence thereof, taking into account the severity of the violation and specific circumstances. The Procurement Commission may request opinions from the competent authorities in the field of the relevant violation on the fact whether the measures taken by the Tenderer are sufficient to restore reliability and to prevent the same and similar events in the future. The opinion shall not be requested if the opinion of the competent authority in the field of the relevant violation is available to the Procurement Commission in respect of the sufficiency of the measures taken by the Tenderer to restore reliability and to prevent the same and similar events in the future or if the Tenderer has submitted such opinion.
- 23.12. If the Procurement Commission considers the information provided in the explanation and the measures taken to be sufficient to restore reliability and to prevent the same and similar events in the future, it shall take the decision that the relevant Tenderer has ensured reliability and should not be excluded from

participation in the procurement procedure in accordance with Article 42, Paragraph four, Clause 1 of the Public Procurement Law of Latvia.

- 23.13. If the Tenderer should be excluded from participation in the procurement procedure because the reasons for exclusion referred to in clauses 9.1.1. – 9.1.12. of regulation apply to the person referred to in Clause 9.1.13., sub-point 2) and 3) of Regulation, reliability shall be ensured by the Tenderer replacing the person referred to in Clause 9.1.13., sub-point 2) and 3) of Regulation with a person who corresponds to the requirements laid down in the contract or procurement procedure documents and to whom the reasons for exclusion specified in Clauses 9.1.1. – 9.1.12. of Regulation are not applicable.
- 23.14. If the Tenderer fails to submit the documents referred to in Clause 23.9. of Regulation within 10 business days after the day of sending a request or the Procurement Commission does not consider the explanation and evidence provided to be sufficient to restore reliability and to prevent the same and similar events in the future, or the Tenderer does not replace the persons referred to in Clause 9.1.13, sub-point 2) and 3) of Regulation in accordance with clause 23.13. of Regulation, the Procurement Commission takes the decision to exclude the Tenderer from further participation in the procurement procedure.
- 23.15. The possibility provided for in Article 43 of the Public Procurement Law to ensure restoration of responsibility in accordance with Clauses 23.10. and 23.11. of Regulation shall not be applicable to a person in respect of whom a final and unappealable judgement has entered into effect in his or her country of registration or permanent place of residence by which the person is excluded from participation in the procurement procedures and the time limit specified in the relevant judgement until which the person should be excluded from participation in the procurement procedures has not expired.
- 23.16. The Procurement Commission is entitled to send information on Tenderer to whom the rights to enter the Contract shall be awarded (and each member of a partnership, if the Tenderer is a partnership) to the Latvian State Security Service according to the Cabinet Regulations of Latvia No 508 "Procedures for the planning and implementation of identification, security measures and operational continuity of critical infrastructure, including European critical infrastructure" before awarding the contract rights. In the event of a negative conclusion of the Tenderer by the Latvian State Security Service, the Procurement Commission will exclude it from the Competition and choose the next economically most advantageous Bid in the list and will set Tenderer to whom the rights to enter the Contract shall be awarded.
- 23.17. If the Tenderer has failed to submit some of the documents which shall be submitted according to the Regulation (including evidence required by the Contracting authority in order to verify non-existence of exclusion grounds) or the contents of the submitted documents do not comply with the Regulation, the Procurement Commission decides to exclude the Tenderer from further participation in the Competition.
- 23.18. Notices and other documents which are issued by Latvian competent institutions in cases referred to check of non-existence of exclusion grounds, are accepted and recognised by the Procurement Commission, if they are issued no earlier than 1 (one) month prior to submission thereof or if the notice contains a shorter validity term. Notices and other documents, which are issued by foreign competent institutions in cases referred to check of non-existence of exclusion grounds, are accepted and recognized by the Procurement Commission, if they are issued no earlier than 6 (six) months prior to submission thereof or if the notice contains a shorter validity term.

The Tenderer must verify the latter. This rule does not apply to expert's diploma providing relevant level of education, fact of registration supporting documents, copies of ID cards, passports, marriage certificates or documents certifying economic standing of the Tenderer.

- 23.19. If the documents, with which the Tenderer registered or permanently residing abroad (outside Latvia) can certify its compliance with the requirements of Clause 9.1. (Exclusion grounds and sanctions), 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 Clause 9.1. before a competent executive governmental or judicial institution, a sworn notary or a competent organisation of a corresponding industry in their country of registration (permanent residence).

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

- 24.1. The Procurement Commission selects the Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Bids with the requirements stipulated in the Regulation and chooses the Bid in accordance with the contract award criteria as described in Clause 22. The Tenderer whose Bid will receive the best score shall be selected.
- 24.2. Within 3 (three) Business days from the date of decision about the open competition results the Procurement Commission informs all the Tenderers about the decision made by sending the information by post or electronically and keeping the evidence of the date and mode of sending the information. The Procurement Commission announces the name of the chosen Tenderer, indicating:
- 24.2.1. to the refused Tenderer the reasons for refusing its Bid, if applicable;
 - 24.2.2. to the Tenderer who has submitted an eligible Bid, the characterization of the chosen Bid and the relative advantages;
 - 24.2.3. the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding possible violations of the Public Procurement Law of Latvia.
- 24.3. If the public procurement procedure is terminated, the Procurement Commission within 3 (three) Business days simultaneously informs all Tenderers about all the reasons because of which the open competition procedure is terminated and informs about the deadline within which a Tenderer may submit an application regarding the possible violations of the public procurement procedure to the Procurement Monitoring Bureau.
- 24.4. The Procurement Commission, when informing of the results, has the right not to disclose specific information, if it may infringe upon public interests or if the Tenderer's legal commercial interests or the conditions of competition would be violated.
- 24.5. As soon as possible, but not later than within 5 (five) business days from day when the decision about the results of the open competition is taken, the Procurement Commission prepares a report on the open competition procedure and publishes it in Contracting Authority's profile of E-Tenders system

(<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/112508>) and on Contracting Authority's webpage <http://www.railbaltica.org/tenders/>.

- 24.6. **The selected Tenderer upon receiving the notification from Procurement Commission must:**
- 24.6.1. within 5 (five) Business days submit cooperation or partnership agreement if required pursuant to requirements under Section 8.1.2.1.;
- 24.6.2. within 20 (twenty) Business days from receiving the invitation, to sign the Contract.
- 24.7. The Contract is concluded on the basis of the Tenderer's Bid and in accordance with Annex 10.
- 24.8. **The Procurement Commission has the right to choose the next most economically advantageous Bid, if the Tenderer in the time stipulated by the Regulation:**
- 24.8.1. refuses to conclude a partnership contract in the cases and deadlines defined by the Regulation, or in the cases and deadlines defined by the Regulation does not submit a copy of the partnership agreement or contractor does not inform of the founding of a partnership company;
- 24.8.2. before entering into the Contract is not registered in the Register of Construction Merchants of the Republic of Latvia (requirement for registration, thus ensuring commencement of the Contract). Requirement for registration in the Register of Construction Merchants of the Republic of Latvia before entering into the Contract is applicable also to each partnership member, if the Tenderer is a partnership, where such registration is required by applicable laws for provision of Services specified in Technical specification;
- 24.8.3. refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulation or does not provide the Contract Performance Security according to requirements set in Contract, thus ensuring commencement of the Contract.
- 24.9. In such a case the Procurement Commission is entitled to terminate this open competition without selecting any Bid, or to select the Bid with the next best score. For either of these decisions a written decision must be made.
- 24.10. 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, the Procurement Commission makes a decision to terminate the open competition without selecting any Bid. If the next chosen Tenderer also refuses to conclude the Contract or does not submit a signed public procurement Contract within the deadline set by the Procurement Commission, the Procurement Commission makes the decision to terminate the open competition without selecting any Bid.

25. CONTRACT PERFORMANCE SECURITY AND INSURANCE

- 25.1. For the implementation of the Services, the Tenderer to whom the rights to conclude the procurement Contract has been awarded, shall provide a guarantee (a bank guarantee or an insurance policy) of proper performance of the Contract ("Contract Performance Security Guarantee"). The guarantee shall comply with Agreement requirements in the amount equal to 5% (five percent) of the total Remuneration payable to the Tenderer and subject to conditions of the Agreement.

- 25.2. For the implementation of the Services, the Tenderer to whom the rights to conclude the procurement Contract has been awarded, shall provide insurance certificate (or policy) of Professional Civil Liability Insurance and General Liability Insurance against third party claims (including the payment orders or other documents confirming insurance premium payments for these securities) pursuant to Agreement requirements towards insurance coverage and towards insurance documents submission order as set forth in the Agreement.

26. ANNEXES:

1. Application (form);
2. Technical specification;
3. Technical proposal (form) – part 2;
4. Financial proposal (form);
5. Table “Entities on whose capabilities the Tenderer is relying to certify its compliance with qualification requirements and list of sub-contractors (form)”;
6. Table “Experience of the Tenderer (form)”;
7. Technical proposal form (part 1) - Table “Key expert’s professional experience (form)”;
8. Table “Confirmation of the Tenderers financial standing (form)”;
9. Draft Non-Disclosure Undertaking (form);
10. Draft Contract.

Chairman of the Procurement Commission

J. Lukševics

ANNEX NO 1: APPLICATION (FORM)

[form of the Tenderer's company]

2024.____._____

**APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION
"DETAILED TECHNICAL DESIGN AND DESIGN SUPERVISION SERVICES FOR MAIN LINE
SECTION FROM RIGA INTERNATIONAL AIRPORT TO MISA AND FROM UPESLEJAS TO
RAILWAY STATION "RĪGA – PREČU"" , NO RBR 2023/17**

Name of the Tenderer or members of the partnership

Registration number and place (country) of the Tenderer or members of the partnership

VAT payer's registration number in the country of residence of the Tenderer or members of the partnership

Tax payer's registration number in Latvia (applicable only to the Tenderer or member of the partnership, which is not registered in Commercial Register of Latvia, but which is performing business activities in Latvia under tax payer's registration number assigned by State Revenue Service of Latvia)

Legal address

Actual address

Bank

Bank account (IBAN)

Bank code (SWIFT)

telephone number

e-mail

Contact person of the Tenderer (or lead partner of the partnership if the Tenderer is a partnership): name, surname, position, phone number, e-mail address

1. Confirms participation in the open competition **“Detailed technical design and design supervision services for main line section from Riga International Airport to Misa and from Upeslejas to railway station “Rīga – Preču””, id. No RBR 2023/17.**
2. Proposes detailed technical design and design supervision services for main line section from Riga International Airport to Misa and from Upeslejas to railway station **“Rīga – Preču”** in accordance with the Technical Specification, this Bid and Draft Contract for the following Total Contract price in accordance with the following calculation:

No	Services	Total price for services, EUR without VAT
1.	Total price for Design Services (including On Demand Services)	
2.	Total price for Design Supervision Services	
Total Contract price (EUR, without VAT):		

3. Confirms that:
 - a. grounds for exclusion and sanctions referred to clause 9.1. of open competition **“Detailed technical design and design supervision services for main line section from Riga International Airport to Misa and from Upeslejas to railway station “Rīga – Preču””, id. No RBR 2023/17”** regulation (except facts declared under sub-point b) (*see below*) are not applicable.
 - b. (*Only if applicable and the Tenderer would like to declare information at its own discretion*): Informs that the following persons comply with the following exclusion grounds (information may be provided:

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

4. Confirms that this Financial Proposal includes all fees and costs related to the performance of the Services in accordance with the Technical Specification and the Contract. Confirms that fees and costs which are not indicated separately are included in one or another of the indicated fees and costs. Confirms that Regulation is clear and understandable and do not have any objections and complaints and in the case of granting the right to enter into a Contract shall undertake to fulfil all conditions of

Regulation, including Technical specification as well, as enter into a procurement Contract in accordance with the draft Contract enclosed with the Regulation.

5. Confirms that Bid is not intentionally made with an unreasonably low price.
6. Confirms that Bid is made without connection (which could cause breach of competition) with any other person, company, or parties likewise submitting a quotation and that it is in all respects for in good faith, bona fide, without collusion or fraud.
7. Confirms that in the preparation and submission of Bid all the clarifications issued by the Contracting Authority have been fully considered.
8. Confirms the provision of Services by the experts certified in accordance with all the applicable construction legislation requirements. Confirms that full availability of all Key-experts required in Regulation and Technical Specification will be ensured in extent needed to ensure proper delivery of Services and ensure their compliance with all requirements set in the Regulation.
9. Confirms the period of validity of Bid for 180 (one hundred eighty) days from the day it is opened.
10. Guarantees that all information and documents provided are true.
11. We meet the criteria of (*please mark*):

a small medium other

sized enterprise¹⁶ as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.¹⁷

12. Information on persons which have a decisive influence¹⁸ in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (*if applicable*):

No	Name of the person and other related information which identifies person
1.	
.....	

¹⁶ 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.

¹⁷ 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

¹⁸ According to Section 3 of Group of Companies Law of Latvia **a decisive influence arises on the basis of a group of companies contract**, as well **as on the basis of participation in the following cases** - an undertaking has a decisive influence over a company on the basis of participation, if at least one of the following circumstances exist: 1) the undertaking has the majority of voting rights in the company; 2) the undertaking as a shareholder of the company has the right to appoint or remove the majority of members of the executive body or of the supervisory body of the company; 3) the undertaking is a shareholder of the company and, exercising only its rights of a shareholder, during the accounting year has appointed the majority of members of the executive body or of the supervisory body of the company; or 4) the undertaking is a shareholder of the company and, on the basis of agreement with other shareholders, has sole control of the majority of voting rights in the company.

13. Information on beneficial owners¹⁹ of the Tenderer:

No	Name of the beneficial owner and other related information which identifies person
1.	
.....	

Signature: _____

Date: [*date of signing*]

Name: [*name of the representative of the Tenderer*]

Position: [*position of the representative of the Tenderer*]

¹⁹ **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.

Annex No 2
*to open competition "Detailed technical design and
design supervision services for main line section
from Riga International Airport to Misa and from
Upeslejas to railway station "Rīga – Preču"
regulation, ID No RBR 2023/17*

ANNEX NO 2: TECHNICAL SPECIFICATION

(date of preparation: _____)

(ATTACHED AS SEPARATE DOCUMENT)

ANNEX NO 3: TECHNICAL PROPOSAL'S (FORM) – PART 2 "DETAILED TECHNICAL DESIGN PROJECT DELIVERY PLAN"

1. Technical proposal form – Part 2 (Detailed Technical Design Project Delivery Plan), filled in accordance with the requirements for the content of Technical proposal, as specified in Section 13 of the Regulation.
2. Each topic shall be described under the relevant title in Technical proposal form – Part 2 **in accordance with Clause 13.3**, Section 13 of the Regulation. The Procurement Commission shall refer to the description for evaluating of the quality of Technical proposal – Part 2 in accordance with Section 22 of the Regulation.

Criterion No	Item (criterion) to be described
B.1.	Understanding of the assignment
1)	Understanding of the subject-matter <i>Description provided by the Tenderer:</i>
2)	The Understanding of the Design Services <i>Description provided by the Tenderer:</i>
3)	Understanding of the Design Supervision services <i>Description provided by the Tenderer:</i>
4)	Understanding of construction legislation <i>Description provided by the Tenderer:</i>
B.2.	Service provision approach and organization
1)	Description of the proposed Programme <i>Description provided by the Tenderer:</i>
2)	Resource allocation and management <i>Description provided by the Tenderer:</i>
	Description of the proposed approach for the site investigations,

3)	<i>Description provided by the Tenderer:</i>
4)	Description of the proposed approach for the Master Design and Detailed Technical Design
	<i>Description provided by the Tenderer:</i>
B.3.	<u>Quality assurance approach</u>
1)	Understanding of the service provision quality needs
	<i>Description provided by the Tenderer:</i>
2)	Description of the proposed quality assurance approach
	<i>Description provided by the Tenderer:</i>
3)	Quality assurance plan
	<i>Description provided by the Tenderer:</i>
4)	Risk management plan
	<i>Description provided by the Tenderer:</i>
B.4.	<u>Schedule of provision of Design services (Gantt chart)</u>
1)	Key deadlines specified in the Agreement
	<i>Description provided by the Tenderer:</i>
2)	Detailisation level of design process
	<i>Description provided by the Tenderer:</i>
3)	Additional milestones
	<i>Description provided by the Tenderer:</i>
4)	Staffing plan
	<i>Shall be prepared according to template provided in Annex No 3.1. and attached as .xls file document to Annex No 3: Technical proposal's (form) – part 2 "Detailed Technical Design Project Delivery Plan"</i>
	Draft BIM Execution Plan

B.5.	<u>Description provided by the Tenderer:</u>
------	--

Signature: _____

Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

Annex No 4
*to open competition "Detailed technical design and
design supervision services for main line section
from Riga International Airport to Misa and from
Upeslejas to railway station "Rīga – Preču"
regulation, ID No RBR 2023/17*

ANNEX NO 4: FINANCIAL PROPOSAL (FORM)

(ATTACHED AS SEPARATE MS EXCEL FILE DOCUMENT)

ANNEX NO 5: ENTITIES ON WHOSE CAPABILITIES THE TENDERER IS RELYING ON TO CERTIFY ITS COMPLIANCE WITH QUALIFICATION REQUIREMENTS AND LIST OF SUB-CONTRACTORS

No	Name of the sub-contractor and/or person on whose capabilities the Tenderer is relying on to prove compliance with qualification requirements	Description of the sub-contracted tasks	Amount of sub-contracted tasks, EUR without VAT	Description of the capabilities the Tenderer relies on to certify its compliance with qualification requirements (Clause 9.5. of Regulation)	We meet the criteria of (Please choose the appropriate one): A small/ medium/ other sized enterprise ²⁰ as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise ²¹
1					<i>a small medium other</i>
2					<i>a small medium other</i>
[..]					<i>a small medium other</i>

²⁰ 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.

²¹ 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

NB! In case the Tenderer involves persons on whose capabilities the Tenderer is relying on and/ or sub-contractors, this Annex must be accompanied with documents, as set per Section 9.7.1. of the Regulation.

Documents attached: _____ *[Please fill in]* _____ on ___ *[Please fill in]* _____ pages.

Signature *[signature of the representative of the Tenderer]*: _____

Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

ANNEX NO 6: EXPERIENCE OF THE TENDERER

Clause 9.4.1. of the Regulation:

The Tenderer during the last 7 (seven) years (2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained the following experience:

- a) As a main contractor (*responsible for contract management and liable for fulfilment of contractual obligations against the end-customer of the design project*) has completed at least 2 (two) or more contracts for 1435 mm gauge TSI²² compliant (compliance with TSI requirements confirmed by NoBo²³) railway track (with design speed ≥ 201 km/h) detailed technical design²⁴ (or fully completed design stages for a part of the contract²⁵, if the full contract is not yet completed) that are ready for construction and cover at least 20 km of railway track in total and at least 1 (one) of the referred railway design projects includes design of at least 1 (one) grade-separated junction;

and

- b) As a main contractor (*responsible for contract management and liable for fulfilment of contractual obligations against the customer of the design project*) has completed at least 2 (two) or more contracts for detailed technical design of state or regional importance road (or sections of streets on the route of the state or regional importance road) (or fully completed design stages for a part of the contract, if the full contract is not yet completed) that are ready for construction and cover at least 20 km of state or regional importance road in total and at least one of the referred road design projects includes design of at least 1 (one) grade-separated junction.

²² TSI - The technical specification for interoperability relating to the 'infrastructure' subsystem of the rail system in the entire European Union.

²³ NoBo – Notified body (Authority appointed by member state of European Union and notified to the European Commission to undertake a defined scope of verification activities against TSI).

²⁴ Detailed technical design means design technical documentation in full extent, approved by the client and local authorities, permitting the construction/ reconstruction to commence, based on design solutions provided in technical documentation.

²⁵ Fully completed design stages for a part of the contract, if the full contract is not yet completed, means that the design technical documentation is completed in full extent, approved by client and local authorities, permitting the construction/ reconstruction to commence, based on design solutions provided in technical documentation.

The requirement for detailed technical design of 20 km railway and 20 km of road may be met with several contracts by summarizing lengths but meeting other requirements under each design project.

The compliance with the scope (detailed technical design of 20 km railway and 20 km state or regional importance road) can be proved only by the Tenderer (or several members of the partnership together, which will be responsible for contract management and jointly liable for fulfilment of contractual obligations, if the Tenderer is a partnership) itself.

All the services provided and used to demonstrate the Tenderer’s experience must be completed in accordance with the laws and regulations of the country concerned and this fact shall be reflected.

No	Title and description of the services and contract characterizing the required experience indicated in Clause 9.4.1. (above)	Date of commencement and completion of services and contract (experience obtained) (month/year – month/year)	Description of the design services provided according to contract, which characterize the experience, mentioned in respective subsection of Section 9.4.1.	Key indicators of the contract/ services provided characterizing the volume and complexity of the design services	Name of the Contracting Authority and contact information regarding this reference (Client)
The Tenderer during the last 7 (seven) years (2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 till the submission of the tender) has gained the following experience:					
a) As a main contractor (<i>responsible for contract management and liable for fulfilment of contractual obligations against the end-customer of the design project</i>) has completed at least 2 (two) or more contracts for 1435 mm gauge TSI²⁶ compliant (compliance with TSI requirements confirmed by NoBo²⁷) railway track (with design speed ≥ 201 km/h) detailed technical design ²⁸ (or fully completed design stages for a part of the contract ²⁹ , if the full contract is not yet completed) that are ready for construction and cover at least 20 km of railway track in total and at least 1 (one) of the referred railway design projects includes design of at least 1 (one) grade-separated junction ;					
1.				1) Gauge (mm):___ 2) TSI compliance:___ 3) NoBo confirmation on TSI compliance:___	

²⁶ TSI - The technical specification for interoperability relating to the ‘infrastructure’ subsystem of the rail system in the entire European Union.

²⁷ NoBo – Notified body (Authority appointed by member state of European Union and notified to the European Commission to undertake a defined scope of verification activities against TSI).

²⁸ Detailed technical design means design technical documentation in full extent, approved by the client and local authorities, permitting the construction/ reconstruction to commence, based on design solutions provided in technical documentation.

²⁹ Fully completed design stages for a part of the contract, if the full contract is not yet completed, means that the design technical documentation is completed in full extent, approved by client and local authorities, permitting the construction/ reconstruction to commence, based on design solutions provided in technical documentation.

	4) <i>Design speed:</i> ____ 5) <i>Track design length:</i> ____ 6) <i>Grade separated junction:</i> ____
2.	1) <i>Gauge (mm):</i> ____ 2) <i>TSI compliance:</i> ____ 3) <i>NoBo confirmation on TSI compliance:</i> ____ 4) <i>Design speed:</i> ____ 5) <i>Track design length:</i> ____
3.	1) <i>Gauge (mm):</i> ____ 2) <i>TSI compliance:</i> ____ 3) <i>NoBo confirmation on TSI compliance:</i> ____ 4) <i>Design speed:</i> ____ 5) <i>Track design length:</i> ____
[..]	
b) as a main contractor (<i>responsible for contract management and liable for fulfilment of contractual obligations against the customer of the design project</i>) has completed at least 2 (two) or more contracts for detailed technical design of state or regional importance road (or sections of streets on the route of the state or regional importance road) (or fully completed design stages for a part of the contract, if the full contract is not yet completed) that are ready for construction and cover at least 20 km of state or regional importance road in total and at least one of the referred road design projects includes design of at least 1 (one) grade-separated junction:	
1.	1) <i>Road design length:</i> ____ 2) <i>Grade separated junction:</i> ____ 3) <i>Road class (State/ regional etc.):</i> ____ 4) <i>Grade separated junction:</i> ____
2.	1) <i>Road design length:</i> ____ 2) <i>Grade separated junction:</i> ____ 3) <i>Road class (State/ regional etc.):</i> ____ 4) <i>Grade separated junction:</i> ____
3.	1) <i>Road design length:</i> ____ 2) <i>Grade separated junction:</i> ____ 3) <i>Road class (State/ regional etc.):</i> ____ 4) <i>Grade separated junction:</i> ____
[..]	

NB! This Annex must be accompanied with copies of references from respective clients or similar documents evidencing the experience.

Signature [*signature of the representative of the Tenderer*]: _____

Date: [*date of signing*]

Name: [*name of the representative of the Tenderer*]

Position: [*position of the representative of the Tenderer*]

ANNEX NO 7: TECHNICAL PROPOSAL (FORM) – PART 1 "KEY EXPERT'S PROFESSIONAL EXPERIENCE (FORM)"

No	Key-expert`s role in team <i>(in accordance with Clause 9.5. of Regulation)</i>		Name, Surname
I Professional qualification/education according to the Country`s (Country, where the qualification/education has been obtained) legislation, (if applicable by the respective Country`s legislation) for the provision of respective services in the field of his/her expertise:			
II Professional experience:			
No	Name of the project/contract and contracting authority, contact details of contracting authority for references	Time period for the respective experience <i>(date of commencement and completion of the duties by respective expert in project/ contract: month/year - month/year)</i>	Description of the experience/ responsibilities/role <i>(e.g. main designer/ project manager, track designer etc.) for the respective expert</i>
<u>Description of the project/ contract including key indicators proving compliance with respective requirement set for particular expert's position according to Clause 9.5. of Regulation</u> <i>(e.g. scope, road class, designed speed of railway, gauge (mm), design length of road/ railway line section, TSI compliance, NoBo authority and confirmation on TSI compliance, information on grade-separated junctions/crossings, length of bridge/viaduct, design length of watercourse etc.)</i>			
1.*			
n**			
[...]			

1* - Project experience **to comply with the minimum qualification requirements** according to Clause 9.5. of Regulation **for all Key experts named in Clause 9.5. of Regulation.**

n** - Additional **project experience to be evaluated and scored** according to Clause 22.4. of Regulation, **only for the Key experts named in Clause 9.5. of Regulation**

III English language skills³⁰ (with respective requirements set in Section 9.5. of Regulation for key-experts it is expected to have a very good (**at least B2 Level**) English language skills (based on Common European Framework of Reference for Languages) in understanding, speaking and writing:

English language skills:				
Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	
<i>[Please enter level...]</i>	<i>[Please enter level...]</i>	<i>[Please enter level...]</i>	<i>[Please enter level...]</i>	<i>[Please enter level...]</i>

Levels: A1/A2 - Basic user; B1/B2 - Independent user; C1/C2 - Proficient user or Mother tongue.

I confirm that I have consented that my candidature is proposed in this open competition **“Detailed technical design and design supervision services for main line section from Riga International Airport to Misa and from Upeslejas to railway station “Rīga – Preču” ”**, id. No RBR 2023/17. I confirm that in case the Tenderer [*name of the Tenderer:* _____] will conclude the Contract as the result of this open competition, I will participate 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.

Signature: _____

Date: *[date of signing]*

Name: *[name of the expert]*

³⁰ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

ANNEX NO 8: CONFIRMATION OF TENDERER’S FINANCIAL STANDING (WITH RESPECT TO SECTION 9.3.1., 9.3.2.)

Clause 9.3.1. of Regulation:

The Tenderer’s or all members’ of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover within the last 3 (three) financial years, i.e. 2023, 2022, 2021 is not less than 5 000 000,00 EUR (five million euros, zero cents).

In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognised in the amount of the investment in the limited partnership.

In the case the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) years, the requirement shall be met during the Tenderer’s actual operation period.

In the case the previous three financial years of particular Tenderer differs from financial years (2023, 2022, 2021) stated in Regulation or the financial report isn’t available, financial turnover shall be indicated for the previous three financial years where audited or approved financial report is available.

No	Year	Total Turnover in EUR	Notes
1			
2			
3			
Average within the last 3 (three) financial years:			

Clause 9.3.2. of Regulation:

The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying on 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 shall have positive equity capital (Total Assets minus Total Liabilities).

$$\text{Equity capital} = \text{Total Assets} - \text{Total Liabilities} = \underline{\hspace{2cm}}$$

If the Tenderer is a partnership, information on financial turnover and equity capital shall be provided for each member of the partnership on whose financial capabilities the partnership is relying on and who will be financially and economically responsible for fulfilment of the Contract.

Signature: _____

Date: [date of signing]

Name: [name of the Tenderer / partnership / entity]

Position: [position of the representative of the Tenderer / partnership / entity]

ANNEX NO 9: DRAFT NON-DISCLOSURE UNDERTAKING

Non-disclosure Undertaking No []

Signed on the date indicated on the timestamp

This Nondisclosure Undertaking (the "Undertaking") is made by:

[name], a limited liability company registered in the [registration place] Register, registration No [], legal address [Address], ("Recipient"), duly represented by [name, surname] acting in accordance with [basis of representation].

1. **Purpose.** RB Rail AS, a company registered in Latvia with registration number 40103845025 (the "Company") will provide to the Recipient certain information on Rail Baltica Global Project (the "Confidential Information") for the purpose of the Recipient to participate in open competition "Detailed technical design and design supervision services for main line section from Riga International Airport to Misa and from Upeslejas to railway station "Rīga – Preču" procurement (ID No RBR 2023/17) (the "Activity"). This Undertaking is intended to protect the Company's Confidential Information (including Confidential Information previously disclosed to the Recipient in relation to the purpose indicated in this Clause) against unauthorised use or disclosure.
2. **Confidential Information** means all and any information, – including, but not limited to which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), computer programs, algorithms, business plans, agreements with third parties, services, customers, marketing or finances of the Company's statements and deliberations – whether in oral, visual machine-readable or written form, recorded or embodied in whatever medium – received before, during or after the Activity that are related to the Company and/or Rail Baltica project. Confidential Information cannot be disclosed to any third parties/persons or made public otherwise under any circumstances except as set in the Undertaking. The Confidential Information includes, among other things, the respective documents and information received from the Company under this Undertaking regarding the Activity, irrespectively, whether it is specified as confidential. In case of doubt, whether respective information is confidential, the Recipient will process and handle it as Confidential Information until the Company confirms otherwise.
3. **Obligations of the Recipient:**
 - 3.1. not to use the Confidential Information for purposes other than the implementation of the Activity;
 - 3.2. not disclose or permit disclosure of any Confidential Information to third parties (other than the persons of the Recipient who are required to have the Confidential Information in relation to the Activity) or to directors, officers, employees, consultants or agents of the Recipient, other than directors, officers, employees, consultants and agents of the Recipient who are required to have the Confidential Information in relation to the Activity;
 - 3.3. take all reasonable measures to protect and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Undertaking to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Recipient utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care;
 - 3.4. notify in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to the Recipient's attention;
 - 3.5. notify in writing of the existence, terms and circumstances regarding a request or demand to disclose all or any part of the Confidential Information by a court or competent public authority (the "Disclosure Order").
4. **Exceptions.** Notwithstanding the above, the Recipient shall not be liable to the Company with regard to disclosure of any Confidential Information if it:
 - 4.1. has been made public in a way that does not constitute a violation of this Undertaking;

- 4.2. becomes known to the Recipient, without restriction, from a source other than the Company without breach of this Undertaking by the Recipient and otherwise not in violation of the Company's rights;
- 4.3. is disclosed with the prior written approval of the Company.
5. **Limitations.** The obligation not to disclose the Confidential Information does not apply when it results from the applicable provisions of law and respective persons demand its disclosure. In the event that the Recipient receives a Disclosure Order, the Recipient shall disclose only that portion of the Confidential Information which it is legally required to disclose, and prior to such disclosure, the Recipient, if permitted by applicable law, shall give the Company, and its legal counsel, an opportunity to review the Confidential Information prior to the disclosure.
6. **Confidential information access and protection.** Unless other approach is taken by the Company, the access to the Confidential Information will be performed in electronic (digital) form using the agreed electronic document exchange and storage site in the IT infrastructure of the Company. The Company shall grant access rights to document exchange and storage site to an identifiable natural person who will be involved on behalf of the Recipient. A user's account in said storage site shall be linked to an e-mail of a natural person that contains the Recipient's e-mail domain (Internet network address). The Recipient shall apply IT solutions to protect acquired Confidential Information which are not worse than solutions which the Recipient applies to protect its own confidential information.

Confidential Information shall be managed under following principles:

- (i) *"Need to know"* principle: the Recipient shall provide the Confidential Information to the persons who need it in order to carry out activities required to perform the Activity and only in extent objectively required to perform obligations entrusted to these persons.
 - (ii) *"Clean screen"* principle: upon completion of work with the Confidential Information the browser software shall be closed, and upon completion of work with the specific document or specific portion of the Confidential Information the computer shall be shut-down or the user shall sign out of its user account in the operating system.
 - (iii) *"Clean desk"* principle: upon completion of work with the Confidential Information in paper form the documents shall be removed from the work tables and other work surfaces and stored in lockable documents boxes or strong-boxes which shall be locked with a key in a way to prevent falling into unauthorised hands or documents shall be destroyed in line with procedure set-forth in law.
 - (iv) *"Awareness"* principle: the Confidential Information shall not be left unsupervised and the content shall not be disclosed to persons it does not apply to.
7. **Term.** The obligations of this Undertaking shall become effective as of the date of its signing by the Recipient and shall be for unlimited time period or maximum time period allowed by laws.
8. **Return of Materials.** All Confidential Information supplied to the Recipient shall be promptly returned to the Company, accompanied by all copies of such Confidential Information made by the Recipient, within five (5) business days after the written request and the Recipient shall use its reasonable endeavours to ensure that anyone to whom the Recipient has supplied any Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them, in each case save to the extent that such recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body, or where the Confidential Information has been disclosed under Clause 5 of this Undertaking.
9. **Remedies.** In the event that the Recipient breaches its commitments under the Undertaking, the Recipient shall compensate all direct damages to the Company. The Recipient's obligations set forth in the Undertaking are necessary and reasonable in order to protect the Company's interests and its business. The Company and the Recipient each expressly agree that due to the unique nature of the Confidential Information, compensation of direct damages solely might be inadequate to compensate the Company for any breach by the Recipient of its covenants and agreements set forth in this Undertaking. Accordingly, the Recipient agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company shall be entitled to obtain injunctive relief against the threatened breach of this Undertaking or the continuation of any such breach by the Recipient, without the necessity of posting a bond or other security or proving actual damages.

10. **Governing Law and Dispute Resolution.** This Undertaking and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Republic of Latvia, without giving effect to principles of conflicts of law. All disputes arising out of or in connection with this Undertaking shall be dealt with by amicable negotiation. If the parties are unable to reach an agreement by negotiation, then any dispute, disagreement or claim arising from this Undertaking which relates to the same or any breach thereof, termination or invalidity shall be finally resolved in the light of general civil jurisdiction rules of the Republic of Latvia.
11. **Amendment and Waiver.** Any term of this Undertaking may be amended with the written consent of the Company and the Recipient. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Undertaking by the Recipient shall not constitute a waiver of any term hereof.
12. **Inside Information.** The Recipient acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation and the Recipient undertakes not to use any Confidential Information for any unlawful purpose.
13. **Personal Data Processing.** By signing this Undertaking, the Recipient (and the person signing on its behalf) hereby gives the permission to process its personal data in accordance with GDPR requirements.

On behalf of the Recipient:

[name surname]

[position]

*THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH A QUALIFIED ELECTRONIC SIGNATURE
AND CONTAINS A TIME STAMP*

Annex No 10
*to open competition "Detailed technical design and
design supervision services for main line section
from Riga International Airport to Misa and from
Upeslejas to railway station "Rīga – Preču"
regulation, ID No RBR 2023/17*

ANNEX NO 10: DRAFT CONTRACT

(ATTACHED AS SEPARATE MS EXCEL FILE DOCUMENT)