

# REGULATIONS

FOR THE OPEN COMPETITION

**“Aerodynamic impact assessment”**

(IDENTIFICATION NO RBR 2025/1)



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

Riga  
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## 1. ABBREVIATIONS AND TERMS

- 1.1. **Annex** – annex of the Regulations;
- 1.2. **Beneficiaries** - Ministry of Transport and Communications of the Republic of Lithuania, Ministry of Transport of the Republic of Latvia, Ministry of Climate of the Republic of Estonia;
- 1.3. **CCS** - Control, Command & Signalling System;
- 1.4. **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures;
- 1.5. **Contract** - signed agreement between Contracting authority and a Contractor to provide Services, substantially in the form enclosed in Annex No 9 “Draft Contract” of the Regulations;
- 1.6. **Contracting authority** - the joint stock company RB Rail AS, registration number: 40103845025, registered address: Satekles iela 2B, Riga, LV-1050, Latvia;
- 1.7. **Contractor** - service provider awarded the right to enter into the Contract in Open competition to provide services in accordance with requirements stipulated in Regulations and Contract;
- 1.8. **Identification number (ID No)** – 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 2025/1);
- 1.9. **Implementing body** - Each separately as AB “LTG Infra”, Sabiedrība ar ierobežotu atbildību “EIROPAS DZELZCEĻA LĪNIJAS” and Rail Baltic Estonia OÜ (all together – Implementing Bodies or IBs);
- 1.10. **GB and GC** – gauge profiles according to LST EN 15273-1:2013+A1:2017 EN 15273-2:2013+A1:2016 (E);
- 1.11. **HS** - High-Speed;
- 1.12. **Key expert** – In the sense of this procurement procedure, the “Key expert” means the person proposed by Tenderer who is part of its personnel, and who, according to the conditions of the Technical specification and Contract, will play an active role in the execution of the Contract in the service provision process;
- 1.13. **National Safety Authority** - Each separately as Lithuanian transport safety administration (LT), National Railway Technical Inspectorate “VDZTI” (LV) and Consumer Protection Technical Regulatory Authority (TTJA) (all together – National Safety Authority);
- 1.14. **Open competition (also the Procurement)** - a procurement procedure “Aerodynamic impact assessment” (identification number: RBR 2025/1) in which all interested Suppliers are entitled to submit their Proposals;
- 1.15. **Procurement commission** – commission the composition of which has been established by the Contracting authority, order No 1.9-2025-2 dated 18 February 2025;
- 1.16. **Proposal** - documentation package the Tenderer submits to participate in the Open competition;
- 1.17. **Regulations** – regulations of the Open competition “Aerodynamic impact assessment” (identification number: RBR 2025/1), as well as all the enclosed annexes;
- 1.18. **SCS** - Safety Critical Scenarios;
- 1.19. **SECU** - Stora Enso Cargo Unit, is a type of intermodal container built to transport bulk cargo;
- 1.20. **Services** – the subject-matter of the Open competition is aerodynamic impact assessment for RB Rail AS;
- 1.21. **SE-C** – gauge profile according to LST EN 15273-1:2013+A1:2017 EN 15273-2:2013+A1:2016 (E);
- 1.22. **Stakeholder** – Implementing bodies, Beneficiaries, National Safety Authority, CCS engineers and contractors;
- 1.23. **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof which offers to perform works, supply products or provide services accordingly;
- 1.24. **Technical specification** – technical specification of the Procurement, substantially in the form enclosed in Annex No 1 “Technical specification” of the Regulations;
- 1.25. **Tenderer** – a Supplier which has submitted a Proposal;

1.26. VAT – Value Added Tax.

## 2. GENERAL INFORMATION

- 2.1. The identification number of the Open competition is RBR 2025/1.
- 2.2. The Open competition is co-financed by the Contracting authority and Connecting Europe Facility (CEF).
- 2.3. The Open competition is organized in accordance with the Public Procurement Law of the Republic of Latvia (hereinafter – Public Procurement Law) in effect on the date of publishing the contract notice.
- 2.4. The Open competition is carried out using E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier>) which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EIS/>).
- 2.5. The Regulations is freely available in Contracting authority's profile in the E-Tenders system on webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/150150> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.6. Amendments to the Regulations and answers to Suppliers' questions shall be published in Contracting authority's profile in the E-Tenders system on webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/150150> and the Contracting authority's webpage <http://railbaltica.org/tenders/>. It is the Supplier's responsibility to constantly follow the information published on the webpages and to take it into consideration in preparation of its Proposal.
- 2.7. Contact person of the Contracting authority for Open competition is Procurement Specialist, Antoņina Antonova, telephone: +371 20005081, e-mail: [antonina.antonova@railbaltica.org](mailto:antonina.antonova@railbaltica.org).
- 2.8. The exchange of information between the Procurement commission and the Supplier or Tenderer shall be in writing (by sending documents electronically to e-mail or using E-Tenders system) in English (if information is submitted in Latvian, it shall be accompanied by a translation into English).
- 2.9. If the Supplier does not have access to the E-Tenders system, the Supplier shall follow the guidance for obtaining access to the system available on the Contracting authority's website at <http://www.railbaltica.org/procurement/e-procurement-system/>.
- 2.10. The Supplier can request additional information regarding the Regulations. Additional information shall be requested in writing on the E-Tenders system or (only in case the Supplier does not have an access to the system yet) by sending it to the Procurement commission electronically to e-mail (please see Section 2.7 of the Regulations). Any additional information must be requested in a timely manner, so that the Procurement commission can reply on time - no later than 6 (six) days prior to the deadline of the Proposal submission. The Procurement commission shall provide response within 5 (five) business days from the day of receipt of the request from the Supplier.
- 2.11. The Supplier covers all expenses which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances will the Contracting authority be liable for compensation of any costs and damages related to the preparation and submission of the Proposal or the Supplier's participation in the Procurement exercise.

## 3. THE RIGHTS OF THE PROCUREMENT COMMISSION

- 3.1. The Procurement commission has the right to demand at any stage of the Open competition that the Tenderer submits all or part of the documents which certify Tenderer's compliance to the requirements for the selection of Tenderers. The Procurement commission does not demand documents or information which is already at its disposal or is available in public data bases.
- 3.2. If the Tenderer submits document derivatives (e.g. copies), then, in case of doubt about the authenticity of the submitted document derivation, the Procurement commission can demand that the Tenderer shows the original documents.
- 3.3. During the Proposal evaluation, the Procurement commission has the right to request the Tenderer to clarify the information included in its Proposal.
- 3.4. If the Procurement commission determines that the information about the Tenderer, its subcontractors and persons upon whose capacity the Tenderer is relying that is included in the submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies or expands the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required to prepare and submit such information. If the

Procurement commission has demanded to clarify 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 is clarified. The Procurement commission has the right to reject all Proposals which are found not to comply with the requirements of the Procurement documentation.

#### 4. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

- 4.1. The Procurement commission ensures the documentation of the procurement process.
- 4.2. The Procurement commission ensures free and direct electronic access to the Open competition documents on Contracting authority's profile at the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/150150> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 4.3. If an interested Supplier has in a timely manner in writing by post or electronically (including through E-Tenders system), or delivering in person requested additional information about the requirements included in Open competition documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the Procurement commission provides a response electronically within 5 (five) working days but not later than 6 (six) days before the deadline for submitting Proposals. Simultaneously with sending this information to the Supplier who had asked the question, the Contracting authority publishes this information in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/150150> and on its webpage <http://railbaltica.org/tenders/> where Open competition documents are available, indicating the question asked.
- 4.4. If the Contracting authority has amended the Open competition documents, it publishes this information in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/150150> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> where Open competition documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication. If Supplier wishes to receive relevant updates/notifications regarding the Procurement exercise (e.g., when amendments to the procurement package documentation are published) by email, Supplier shall register as an interested supplier on the E-Tenders system for the particular Procurement exercise accordingly.
- 4.5. The exchange and storage of information is carried out in such a way that all data included in the Proposals are protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for their submission. From the day of submission of Proposals until the opening of the Proposals the Contracting authority does not disclose any information regarding the existence of other Proposals. During the time of Proposal evaluation, the Contracting authority does not disclose any information regarding the evaluation process until the announcement of the results.
- 4.6. The Procurement commission evaluates Tenderers and their Proposals based on the Public Procurement Law, Open competition documents, as well as other applicable regulatory enactments.
- 4.7. The Procurement commission prepares a report on the Open competition and publishes it in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/150150> and on the Contracting authority's <https://www.railbaltica.org/lv/tenders/> within 5 (five) business days from the day when the decision about the results of the Open competition is made.

#### 5. THE RIGHTS OF THE TENDERER

- 5.1. The Tenderer has the right to submit registration documents for the registration on the Electronic Procurement System (if the Tenderer is not registered in Electronic Procurement System) in State Digital Development Agency (please see information here <http://www.railbaltica.org/procurement/e-procurement-system/>).
- 5.2. The Tenderer can request and within 3 (three) business days after submitting the request receive a copy of the Proposal opening sheet which is an annex to the Proposal opening session minutes.
- 5.3. If the Contracting authority gets the necessary information about the Tenderer directly from a competent institution, through data bases or other sources and the Tenderer's submitted information differs from information obtained by the Contracting authority, the Tenderer in question has the right

to submit evidence to prove the correctness of the information the Tenderer has submitted, if the information obtained by the Contracting authority does not conform to the factual situation.

- 5.4. If a Tenderer believes that its rights have been violated or such violation is possible due to possible violation of the regulatory enactments of the European Union or other regulatory enactments, the Tenderer has the right to submit a complaint to the Procurement Monitoring Bureau according to the procedure stipulated in the Section 68 of Public Procurement Law regarding the Tenderer selection requirements, Technical specification or other requirements related to Open competition, or related to the activities by the Contracting authority or the Procurement commission during the Open competition.

## 6. SUBJECT-MATTER OF THE OPEN COMPETITION

- 6.1. The subject-matter of the Procurement is aerodynamic impact assessment.
- 6.2. Services must be provided in accordance with Technical specification of Regulations.
- 6.3. **The Tenderer is not entitled to submit variants of the proposal. If variants of the Proposal are submitted, the Proposals will not be reviewed.**
- 6.4. The applicable CPV code is: 71311230-2 (Railway engineering services).
- 6.5. **The contract price estimated by the Contracting authority is EUR 300 000,00 (three hundred thousand euros zero cents), excluding VAT, and contract price proposed by Tenderer may not exceed 150 per cent of the estimated contract price (please see the Section 11.9 of the Regulations).**
- 6.6. Period of provision of Services is 36 months from signing the Contract.
- 6.7. Non-Disclosure Undertaking:
- 6.7.1. 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 10 to the Regulation). This information will not be publicly available and shall be treated as limited access information due to its nature and content;
- 6.7.2. In order to coordinate the process of signing the Non-Disclosure Undertaking, prior to signing the Non-Disclosure Undertaking the interested supplier must contact the contact person of the Contracting Authority referred to in Clause 2.7. of the Regulations by sending an e-mail to the following e-mail address: [antonina.antonova@railbaltica.org](mailto:antonina.antonova@railbaltica.org);
- 6.7.3. In order to sign a Non-Disclosure Undertaking, the interested Supplier must use a secure qualified electronic signature, containing a valid time stamp. If the interested Supplier cannot ensure the signing of the Non-Disclosure Undertaking with a secure qualified electronic signature, the interested supplier must inform the contact person of the Contracting Authority referred to in Clause 2.7. of the Regulation;
- 6.7.4. The Non-Disclosure Undertaking must be signed by a person duly authorized to representing the relevant interested Supplier with signature rights. In order to sign a Non-Disclosure Undertaking, the interested Supplier must provide evidence of such representation or authorization (e.g., authorization);
- 6.7.5. 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. TENDERER

- 7.1. The Proposal can be submitted by:
- 7.1.1. A Supplier who is a legal or natural person (hereinafter – the Tenderer) which offers on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers;
- 7.1.2. A group of Suppliers (hereinafter also – the Tenderer, partnership) which offer on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers:
- (a) A group of Suppliers who have formed a partnership for the Open competition. In this case all the members of the partnership shall be listed in Annex No 2 "Application for participating in the Open competition". If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its

discretion either enter into a partnership agreement (within the meaning of the Civil Law of the Republic of Latvia, Sections 2241-2280) and shall submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of the Commercial Law of the Republic of Latvia (hereinafter – the Commercial Law), Division IX and X) and notify the Contracting authority in writing;

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

7.2. According to Article 5k 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 destabilizing the situation in Ukraine <sup>1</sup> it is prohibited to participate in the Open competition:

- 7.2.1. A Russian national, or natural legal person, entity or body established in Russia;
- 7.2.2. 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 7.2.1. of this paragraph;
- or
- 7.2.3. a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point 7.2.1. or 7.2.2. of this paragraph, including, where they account for more than 10% of the Contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the Public Procurement Law of Latvia.

7.3. With reference to Section 15 of the Public Procurement Law and the Contracting Authority’s discretion in the application of Section 15 of the Public Procurement Law, participation of any entities from the Russian Federation and/or the Republic of Belarus is prohibited.

## 8. SELECTION CRITERIA FOR TENDERERS

### 8.1. Exclusion grounds

Before making the decision to award the Contract, the Procurement commission will verify whether the Tenderer, to whom the Contract should be awarded, is not a subject for exclusion grounds set in Section 42 of Public Procurement Law. The Procurement commission will exclude the Tenderer from further participation in the Open competition in any of the following circumstances:

No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
8.1.1	<p>Within previous 3 (three) years before submission of the Proposal the:</p> <ul style="list-style-type: none"> <li>- Tenderer or person who is Tenderer’s management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the Tenderer in operations in relation to a branch;</li> <li>- partnership member, if Tenderer is a partnership, or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the partnership member in operations in relation to a branch;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least</li> </ul>	<p>For a</p> <ul style="list-style-type: none"> <li>- Tenderer or person who is Tenderer’s management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the Tenderer in operations in relation to a branch;</li> <li>- partnership member, if Tenderer is a partnership, or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the partnership member in operations in relation to a branch;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000 and its management board or supervisory board member, person with representation rights,</li> </ul>

<sup>1</sup> Available here: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32022R0576>.

<sup>2</sup> There is no obligation to submit documents, unless specifically requested by the Procurement commission.



No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
	<p>EUR 10 000 and its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the subcontractor in operations in relation to a branch;</p> <ul style="list-style-type: none"> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch;</li> <li>- beneficial owner<sup>3</sup> of the Tenderer;</li> <li>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)<sup>4</sup> or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch</li> </ul> <p>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> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> </ul>	<p>procura holder or person who is authorised to represent the subcontractor in operations in relation to a branch;</p> <ul style="list-style-type: none"> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent such person in operations in relation to a branch;</li> <li>- beneficial owner of the Tenderer or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the beneficial owner in operations in relation to a branch</li> </ul> <p><u>who is registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p> <p>For a</p> <ul style="list-style-type: none"> <li>- Tenderer or person who is Tenderer's management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the Tenderer in operations in relation to a branch;</li> <li>- partnership member, if Tenderer is a partnership, or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the partnership member in operations in relation to a branch;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000 and its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the subcontractor in operations in relation to a branch;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to</li> </ul>

<sup>3</sup> Here and hereafter: 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.

<sup>4</sup> Here and hereafter please see here: <https://likumi.lv/ta/en/en/id/4423-group-of-companies-law>



No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
	<ul style="list-style-type: none"> <li>c) fraud, misappropriation, or money laundering;</li> <li>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;</li> <li>e) human trafficking,</li> <li>f) of tax payments or payments equivalent thereto.</li> </ul>	<p>represent such person in operations in relation to a branch;</p> <ul style="list-style-type: none"> <li>- beneficial owner of the Tenderer or its management board or supervisory board member, person with representation rights, procura holder or person who is authorised to represent the beneficial owner in operations in relation to a branch;</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</p> <p>For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority indicating persons who has decisive influence.<sup>5</sup> If this/these person/-s is/are registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases, if - registered or residing outside of Latvia, Tenderer additionally shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
8.1.2.	<p>It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the Contract:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer;</li> <li>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)</li> </ul> <p>have outstanding tax liabilities (including in the field of mandatory State social insurance):</p>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer</li> </ul> <p><u>who is registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer;</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration</p>

<sup>5</sup> Here and hereinafter: If such documents of the competent authority are not being issued, the Tenderer shall submit certificate that is provided by competent executive authority or a judicial authority, a sworn notary or a competent organization of the relevant industry.

No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
	a) in Latvia in accordance with the law “On Taxes and Fees” or b) in the country of registration or permanent place of residence thereof in accordance with the legal acts of the relevant foreign country	<p>or residence. Additionally, the Tenderer shall indicate the taxpayer registration number assigned by the State Revenue Service of the Republic of Latvia, if such registration number has been assigned to the Tenderer and/or persons mentioned above.</p> <hr/> <p>For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority indicating persons who has decisive influence. If this/these person/-s is/are registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases, if - registered or residing outside of Latvia, Tenderer additionally shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
8.1.3.	Insolvency proceedings have been announced, the business activities have been suspended, the business is under liquidation for a: <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements.</li> </ul>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements;</li> </ul> <p><u>who is registered or residing in Latvia</u>, the contracting authority will verify the information itself in publicly available databases.</p> <hr/> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements;</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the person shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
8.1.4.	A person preparing the Procurement 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: <ul style="list-style-type: none"> <li>- Tenderer;</li> </ul>	No obligation to submit documents, unless specifically requested by the Procurement commission.

No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
	<ul style="list-style-type: none"> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements;</li> <li>- beneficial owner of the Tenderer within the meaning of Section 25, Paragraph one or two of the Public Procurement Law<sup>6</sup> or is interested in the selection of one specific Tenderer and the Contracting authority has no possibility to prevent this situation by less restrictive measures with respect Tenderer.</li> </ul>	
8.1.5.	<p>A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements</li> </ul> <p>has advantages restricting the competition within the Procurement if it or a legal person connected thereto has been involved in preparation of the Procurement in accordance with Section 18, Paragraph four of the Public Procurement Law 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 does not restrict the competition.</p>	No obligation to submit documents, unless specifically requested by the Procurement commission.
8.1.6.	<p>Within the previous 3 (three) years before submission of the Proposals a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements</li> </ul>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements</li> </ul> <p><u>who registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p>

<sup>6</sup> Here and hereinafter please see here: <https://likumi.lv/ta/id/287760-publisko-iepirkumu-likums>.

No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
	<p>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 specific person mentioned above or has reduced the fine for cooperation under the leniency programme.</p>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence or other objective proof of good standing. For example, a link to the database of the competent authority's public database (website) listing all its decisions and validity thereof (if access to any such database/website is free of charge to the Contracting authority).</p>
8.1.7.	<p>The Procurement commission has sufficiently strong indications at its disposal to conclude that a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements</li> </ul> <p>has entered into an agreement with other economic operators with the aim of hindering, restricting, or distorting competition:</p> <p>a) there is an information on the decision of the competent authority in the field of competition by which the person mentioned above is found guilty of a violation of competition law, which manifests itself as a horizontal cartel agreement and 3 (three) years have not passed since the date of entry into force of such decision; or</p> <p>b) the Proposal contains indications regarding possible existence of an agreement aimed at hindering, limiting or distorting competition in Procurement, and the opinion of the Competition Council of the Republic of Latvia has been received.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
8.1.8.	<p>Within the previous 3 (three) years before the submission of the Proposals a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> </ul>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
	<ul style="list-style-type: none"> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements</li> </ul> <p>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<sup>7</sup>.</p>	
8.1.9.	<p>Within the previous 3 (three) years before submission of the Proposals a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements</li> </ul> <p>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> <ol style="list-style-type: none"> <li>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; or</li> <li>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.</li> </ol>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements</li> </ul> <p><u>registered or residing in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p> <hr/> <p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements</li> </ul> <p><u>registered or residing outside of Latvia</u>, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>

<sup>7</sup> The Procurement commission may not exclude the Tenderer in case if the Procurement commission, when evaluating the information at its disposal, has reasonable doubts about the sufficiency of the evidence or the violations committed by the specific person are minor.

No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
8.1.10.	<p>A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements</li> </ul> <p>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 or has made an effort to obtain confidential information which would provide it with unjustified advantages within the Procurement or has provided misleading information which could significantly influence the decision on further participation of the Tenderer in the Procurement or awarding of the Contract.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
8.1.11.	<p>A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements</li> </ul> <p>has provided false information to certify the conformity with the provisions of the Section 8.1 of the Regulations or qualification requirements for the Tenderers or has failed to submit the requested information.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
8.1.12.	<p>A:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements;</li> </ul>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements</li> </ul> <p><u>who is registered or residing in Latvia</u>, the contracting authority will verify the information itself in publicly available databases.</p>



No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
	<ul style="list-style-type: none"> <li>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)</li> </ul> <p>is a legal person or association of persons is registered in an offshore<sup>8</sup>.</p>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements</li> </ul> <p><u>who is registered or residing outside of Latvia</u>, the person shall submit an appropriate statement from the competent authority of the country of registration or residence.</p> <hr/> <p>For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) who is registered or residing in Latvia and who is registered or residing outside of Latvia, Tenderer shall submit a statement approved by competent authority indicating persons who has decisive influence. If this/these person/-s is/are registered or residing in Latvia, the Contracting authority will verify the information itself in publicly available databases, if - registered or residing outside of Latvia, Tenderer additionally shall submit an appropriate statement from the competent authority of the country of registration or residence.</p>
8.1.13.	<p>The owner or holder of more than 25 per cent of capital shares (stocks) of the:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity Tenderer is relying to certify its compliance with the requirements;</li> <li>- person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern)</li> </ul> <p>registered in Republic of Latvia, is a registered offshore company (legal person) or offshore association of persons.</p>	<p>For a:</p> <ul style="list-style-type: none"> <li>- Tenderer;</li> <li>- partnership member, if Tenderer is a partnership;</li> <li>- subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;</li> <li>- person on whose capacity the Tenderer is relying to certify its compliance with requirements;</li> <li>- person who has decisive influence on participation in the sense of the normative/regulatory acts</li> </ul> <p><u>who is registered in Latvia</u>, the Contracting authority will verify the information itself in publicly available databases.</p> <hr/> <p>If an information about the owners and holders of capital shares (stocks) is not provided in publicly available databases, e.g., for a joint stock company registered in Latvia, the Tenderer shall submit self-declaration which approves the fact that there are no registered owners or shareholders of the Tenderer or any other person mentioned in this Section (with more than 25% of share capital) who are registered offshore.</p>

<sup>8</sup> Here and hereinafter: **Offshore** - low tax or tax-free country or territory in accordance with Corporate income tax law of the Republic of Latvia except Member States of EEA (European Economic Area) or its territories, Member States of the World Trade Organization Agreement on State Treaties or territories and such countries and territories with which European Union and Republic of Latvia has international agreements for open market in public procurement area.

No	The reasons for the exclusion	Documents demonstrating the absence of the exclusion grounds <sup>2</sup>
		For a person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern), the Tenderer shall submit a statement approved by competent authority indicating persons who has decisive influence.
8.1.14.	<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),</p> <p>and such sanctions can affect the execution of the Contract.</p>	<p>- For a Tenderer <u>registered or residing in Latvia</u>, the Contracting authority will verify the information itself from the Register of Enterprises of the Republic of Latvia.</p>

## 8.2. Legal standing and suitability to pursue the professional activity

No	Requirement	Documents to be submitted
8.2.1.	<p>The Tenderer, all members of the partnership (if the Tenderer is a partnership), a person on whose capacity Tenderer relies and a subcontractor whose value of works to be performed or services to be provided is at least 10’000 euros of the contract price must be registered in the Registry of Enterprises or Registry of Inhabitants, or an equivalent register in their country of residence, if the legislation of the respective country requires registration of the natural or legal persons.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies, a subcontractor, which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies who is a natural person – a copy of an identification card or passport.</li> <li>- For a Tenderer, a member of a partnership, a person on whose capacity Tenderer relies, a subcontractor, 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 where from at least the fact of registration, shareholders, officials and procura holders (if any) can be determined.</li> <li>- If the Proposal is submitted by a partnership, the Proposal shall include an agreement (or a letter of intent to enter into agreement) signed by all</li> </ul>

No	Requirement	Documents to be submitted
		<p>members of the partnership on the participation in the Procurement which lists responsibilities of each and every partnership member, a joint commitment to fulfil the Contract and which authorizes one key member to sign the Proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments shall be made. Additionally, in this document Tenderer shall indicate the member of the partnership on whose capacity it relies to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract.</p> <ul style="list-style-type: none"> <li>- If the Proposal or any other document, including any agreement, is not signed by the legal representative of the Tenderer, members of the partnership or person on whose capacity the Tenderer relies, a document certifying the rights of the persons who have signed the Proposal or any other document to represent the Tenderer, a member of the partnership or a person on whose capacity the Tenderer is relying (powers of attorney, authorization agreements etc.) must be included.</li> </ul>
8.2.2.	The representative of the Tenderer, a member of the partnership or a person on whose capacity Tenderer relies who has signed documents contained in the Proposal has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer, a member of a partnership or a person on whose capacity Tenderer relies respectively.	<ul style="list-style-type: none"> <li>- For a Tenderer or a member of a partnership, or a person on whose capacity a Tenderer relies, which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</li> <li>- For a Tenderer or a member of a partnership, or a person on whose capacity a Tenderer relies, which is a legal person registered outside of Latvia, Tenderer shall submit a document confirming the right of signature (representation) of the representative of the Tenderer or a member of a partnership, or a person on whose capacity a Tenderer relies, who signs documents contained in the Proposal.</li> <li>- If the Tenderer (or a member of a partnership), or a person on whose capacity a Tenderer relies, submits a power of attorney (original or a copy certified by the Tenderer) additionally there shall be submitted documents confirming that the issuer of the power of attorney has the right of signature (representation).</li> </ul>

### 8.3. Economic and financial standing

No	Requirement	Documents to be submitted
8.3.1.	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	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 3 “Confirmation of Tenderer's financial standing”.</li> <li>- Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial</li> </ul>

No	Requirement	Documents to be submitted
	<p>last 3 (three) financial years (2022, 2023, 2024) is not less than 300 000 EUR (three hundred thousand euros) per year.</p> <p>In the event the average annual financial turnover of a limited partner of the limited partnership (within the meaning of The Commercial Law, Division X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.</p> <p>In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer’s actual operation period.</p>	<p>statements for financial years 2022, 2023, 2024, showing the turnover of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract. For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies which is a legal person registered in Latvia, the Contracting authority will verify the information itself in publicly available databases.</p> <ul style="list-style-type: none"> <li>- For a limited partnership (within the meaning of the Commercial Law, Division X) - an additional document evidencing the amount of the investment by the limited partner (the partnership agreement or a document with a similarly binding legal effect).</li> <li>- If the previous 3 (three) reporting years of the Tenderer differ from the years specified in this Section 8.3.1 of the Regulations (2022, 2023, 2024), the financial turnover necessary must be indicated for the Tenderer’s previous 3 (three) reporting years.</li> <li>- If the Proposal is submitted by a partnership, Tenderer shall indicate the member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations.</li> <li>- If the Tenderer is relying on any other entity’s capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see the Section 9 of the Regulations for detailed information).</li> </ul>
8.3.2.	<p>The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract and other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 3 “Confirmation of Tenderer’s financial standing”.</li> <li>- Audited or self-approved (if the audited annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statement for the last audited financial year, showing the balance and calculation that proves liquidity ratio and positive equity. For a Tenderer, a member of the partnership, a person on whose capacity Tenderer relies which is a legal person registered in Latvia, the Contracting</li> </ul>

No	Requirement	Documents to be submitted
	responsible for the fulfilment of the Contract, shall have stable financial and economic performance, namely, <u>in the last audited financial year</u> liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 (one) and shall have positive equity.	<p>authority will verify the information itself in publicly available databases.</p> <ul style="list-style-type: none"> <li>- If the Tenderer is a partnership, Tenderer shall indicate the member of the partnership on whose capacity it relies to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, including this information in the agreement of cooperation or letter of intent to enter into agreement or in any other similar document, signed by all parties involved and submits it along with the Proposal (please see Section 9 of the Regulations for detailed information).</li> <li>- If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see Section 9 of the Regulations for detailed information).</li> </ul>

#### 8.4. Technical and professional ability

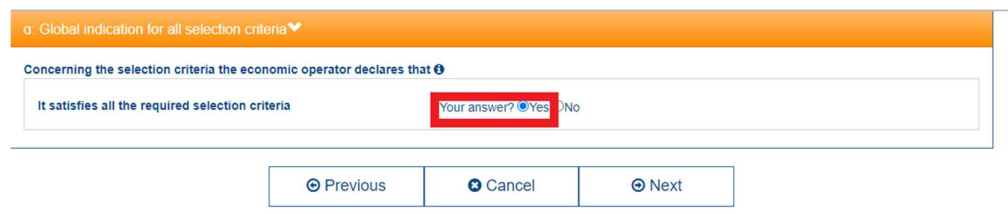
No	Requirement	Documents to be submitted
8.4.1.	<p>Within the past 15 (fifteen) years until the submission date of the Proposal Tenderer has implemented at least <b>1 (one) aerodynamic impact assessment</b> where following topic was studied:</p> <p><b>Crossing of High-Speed passenger trains and freight train operation ,</b></p> <p>each assessment with the value of not less than 50% of the anticipated contract value.</p> <p><i>[the information about software used in assessment must be specified in Annex No 4]</i></p>	<p>Filled and signed Annex No 4 “Description of the Tenderer’s experience” where the Tenderer’s experience is clearly specified.</p>
8.4.2.	<p>Within the past 15 (fifteen) years until the submission date of the Proposal Tenderer had implemented at least <b>1 (one) aerodynamic impact assessment</b> where <b>at least 1 (one) of the following topics</b> was studied:</p> <ul style="list-style-type: none"> <li>a) Train passing at mainline platform; or</li> <li>b) Crosswind affecting train operation; or</li> <li>c) Projection of material due to aerodynamic stress,</li> </ul> <p>each assessment with the value of not less than 50% of the anticipated contract value.</p> <p><i>[the information about software used in assessment must be specified in Annex No 4]</i></p>	<p>Filled and signed Annex No 4 “Description of the Tenderer’s experience” where the Tenderer’s experience is clearly specified.</p>
8.4.3.	<p>Tenderer has digital train models’ library for aerodynamic signature of rolling stock (High Speed, Regional and freight trains).</p>	<p>Filled and signed Annex No 4 “Description of the Tenderer’s experience” where the Tenderer’s digital train models’ library is clearly described.</p>

No	Requirement	Documents to be submitted
8.4.4.	The Tenderer ensures the involvement of at least the following Key experts in the performance of the Contract, as well as ensures their availability:	Filled and signed Annex No 5 “Description of the Expert’s experience” where the proposed Key expert’s experience is clearly specified (Please fill the relevant tables, e.g., Table 1 and/or Table 2).
8.4.4.1.	Key expert who has: experience in 2 (two) aerodynamic impact assessments in the railway industry.	The Tenderer can propose the same expert to fulfill the requirements of Section 8.4.4.1. and 8.4.4.2. of the Regulations.  <i>Key experts proposed by the Tenderer, who will have acquired additional experience in accordance with the requirements stipulated in the Section 20 of the Regulations, will be evaluated with points (please pay attention to the Section 20 “Contract Award Criteria” of Regulations for detailed explanation)</i>
8.4.4.2.	Key expert who has: gained 5 (five) years* experience at least in 1 (one) aerodynamic field assessment for railway or car or aviation industry.  * The 5 (five) years’ experience is within the past 15 (fifteen) years before submission of the Proposal.	
8.4.5.	The Tenderer shall have a certified quality management system	Provide a certificate or statement that the Tenderer has a quality management system compliant with ISO 9001:2015 (or newer version) or equivalent

- 8.5. Information, provided in the Proposal to prove the compliance with above-mentioned requirements for Economic and financial standing (Section 8.3 of the Regulations) and Technical and professional ability (Section 8.4 of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Contracting authority shall not be obliged to use additional sources of information to decide regarding Tenderer’s compliance with the qualification requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulations.
- 8.6. Statements and other documents issued by competent authorities of the Republic of Latvia in the cases referred to in Public Procurement Law of the Republic of Latvia shall be accepted and recognised by the Procurement commission if they have been issued not earlier than 1 (one) month prior to the day of submission, but the statements and other documents issued by foreign competent authorities shall be accepted and recognised by the Procurement commission if they have been issued not earlier than 6 (six) months prior to the day of submission, unless the issuer of the statement or the document has specified a shorter term of validity thereof. This rule does not apply to specialist’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.
- 8.7. If the documents with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 8.1 of the Regulations are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 8.1 of the Regulations before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence). Regarding all documents submitted based on an oath given under law (e.g., sworn-statements, declarations on oath etc.), the Tenderer must provide (indicate) legal grounds to law or enactment in accordance with such statements or declarations on oath have been given.
- 8.8. Exclusion grounds mentioned in the Section 8.1 of the Regulations applies to the Tenderer and any of the following persons:



- 8.8.1. a member of a partnership, if the Tenderer is a partnership, to the person on whose capacity Tenderer is relying to certify its compliance with requirements and to subcontractor whose value of works to performed or services to be provided is equal to or exceeds 10`000 (ten thousand) euros of the contract price – exclusion grounds mentioned in the Section 8.1.1 – 8.1.13 of Regulations;
- 8.8.2. a member of a partnership, if the Tenderer is a partnership – exclusion grounds mentioned in the Section 8.1.14 of Regulations;
- 8.8.3. person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) – exclusion grounds mentioned in the Section 8.1.1 – 8.1.2 and 8.1.12 – 8.1.13 of the Regulations;
- 8.8.4. Tenderer`s beneficial owner – exclusion grounds mentioned in the Section 8.1.1 – 8.1.2 and 8.1.4 of the Regulations.
- 8.9. If the Tenderer, a member of the partnership, if the Tenderer is a partnership, Tenderer`s beneficial owner or person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern) complies with any of the exclusion grounds set out in Section 42, Paragraph two, Clause 1, 4 – 7 and 10 – 14 of the Public Procurement Law (Section 8.1.1, 8.1.3 – 8.1.11 of the Regulations) and the exceptions stipulated in the Section 42, Paragraph four, Clause 2 - 4 of the Public Procurement Law are not applicable, the Procurement commission informs the Tenderer about the fact and sets deadline of at least 10 (ten) days from the day of issuing or receiving information, to submit an explanation and evidence that proves the reliability of the Tenderer in accordance with Section 43 of the Public Procurement Law.
- 8.10. The Procurement commission evaluates exclusion grounds in accordance with Section 42 of Public Procurement Law and Law of International Sanctions and National Sanctions of the Republic of Latvia. If any of the requirements related to the exclusion grounds (Section 8.1. of the Regulations) differ from the requirements specified in the Public Procurement Law and Section 11.<sup>1</sup> of the Law On International Sanctions and National Sanctions of the Republic of Latvia, the requirements of regulatory enactments shall prevail and the Procurement commission shall act in accordance with requirements specified in the relevant regulatory enactments.
- 8.11. The Procurement commission does not exclude the Tenderer from participation in the Procurement in any of the cases indicated in the Paragraph four of Section 42 of Public Procurement Law. If the Tenderer complies with any of the exclusion grounds mentioned in Section 8.1 of the Regulations (except Section 8.1.2 of the Regulations), the Tenderer indicates this fact in the Annex No 2 "Application for participating in the Open competition" of the Regulations. If the Tenderer to whom the Contract should be awarded will comply with any of exclusion grounds mentioned in this Section, the Procurement commission will follow the procedures specified in the Section 43, Paragraph one – seven of the Public Procurement Law.
- 8.12. The Tenderer to certify that it complies with the selection criteria for Tenderers may submit the European single procurement document (hereinafter – ESPD) as initial proof. This document must be submitted electronically and for each person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations and for each of their indicated subcontractors the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros), but if the Tenderer is a partnership – for each member thereof. To fill in the ESPD the Tenderer uses the "ESPD.xml" file at the Internet webpage <http://espd.eis.gov.lv/>.
- 8.13. To certify compliance with Procurement selection criteria, 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.



α. Global indication for all selection criteria ▼

Concerning the selection criteria the economic operator declares that Ⓔ

It satisfies all the required selection criteria

Your answer? Ⓔ Yes No

Ⓔ Previous Ⓔ Cancel Ⓔ Next

- 8.14. If the Tenderer has chosen to submit an ESPD as initial proof, the ESPD for a person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations shall be filled in the part regarding the exclusion grounds and information regarding the selection criteria relevant for the specific capacity or capacities on which Tenderer relies. The ESPD for a subcontractor the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros) – the part regarding the exclusion grounds only.
- 8.15. If the Tenderer to whom the Contract should be awarded has chosen to submit an ESPD as initial proof, the Procurement commission will follow the procedure stipulated in the Paragraph 17 of the Cabinet regulation No 107 of 28 February 2017 "Tendering Procedures or Procurement Procedures and Design Contests".

## 9. RELIANCE ON THE CAPACITY OF OTHER PERSONS

- 9.1. For the fulfilment of the Contract, to comply with the selection requirements for the Tenderers related to the economic and financial standing and technical and professional capacity, the Tenderer may rely on the capacity of other persons regardless of the legal nature of their mutual relationship. In this case:
- 9.1.1. The Tenderer shall indicate all persons on whose capacity it relies in the Proposal by filling in the table which is attached as an Annex No 6 "Other entities on whose capacity Tenderer relies" of the Regulations and prove to the Contracting authority that the Tenderer will have available all the necessary resources for the fulfilment of the Contract by submitting a signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced with any other type of documents by which the Tenderer can prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the Contract.
- 9.1.2. Documents on cooperation and passing of resources must be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil the Contract, as well as that during the validity of the Contract Tenderer will in fact use the resources of such person upon whose capacity it relies.
- 9.1.3. If the Tenderer relies on the capacities of a person, which is partially owned by the Tenderer, or which partially owns the Tenderer, such a party must also submit the document specified in this Section.
- 9.1.4. The Contracting authority shall require joint and several liability for the execution of the Contract between the:
- (a) Tenderer and a person on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract;
  - (b) Each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying and who will be financially and economically responsible for fulfilment of the Contract.
- 9.2. The Tenderer may rely on the capacity of other persons only if these persons will provide services that require the relevant capacity.
- 9.3. If Tenderer is a partnership, the member of the partnership upon whose qualification the partnership relies to confirm that its qualification conforms to the requirements stipulated in the Regulations must provide the respective services for which the respective qualification was required.
- 9.4. The Procurement commission will evaluate the person on whose capacity Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 8.1 of the Regulations. In case such person will comply with any of the exclusion grounds which are mentioned in Section 8.1 of the Regulations, the Procurement commission will request Tenderer to change such person. If the Tenderer will not submit documents about another person which complies with the selection criteria within 10 (ten) business days, from the date when the request was issued or sent to the Tender, the Procurement commission will exclude such Tenderer from further participation in the Procurement.

## 10. SUBCONTRACTING

- 10.1. The Tenderer shall indicate all subcontractors of the Tenderer in the Proposal by filling in the table which is attached as Annex No 7 "Subcontractors" of the Regulations.
- 10.2. The Procurement commission will evaluate the subcontractor (the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros)) of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8.1 of the Regulations. In case if subcontractor the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros) will comply with any of the exclusion grounds mentioned in Section 8.1 of the Regulations, the Procurement commission will request Tenderer to change such subcontractor. If the Tenderer will not submit documents about another subcontractor which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Procurement commission will exclude the Tenderer from further participation in the Procurement.

## 11. FINANCIAL PROPOSAL

- 11.1. The Financial proposal shall be submitted as Annex No 8 "Financial proposal" of the Regulations.
- 11.2. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the specific services, that can be reasonably estimated, except VAT, including but not limited to:
  - 11.2.1. cost of business trips, time of consultants and daily allowance,
  - 11.2.2. field research,
  - 11.2.3. purchase of external materials and researches,
  - 11.2.4. engagement of external experts if applicable.
- 11.3. Tenderer shall include all travel expenses (if any arise) in proposed contract price. The Contracting authority will not additionally reimburse any travel expenses incurred by Tenderer during the provision of Services.
- 11.4. The costs shall be specified in EUR.
- 11.5. The costs must be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.
- 11.6. The prices are fixed for the whole duration and until completion of the Contract and shall not be subject to indexation.
- 11.7. If Tenderer's Financial proposal will not comply with all the requirements of Section 11 of the Regulations, it will be considered as non-compliant and will not be evaluated further.
- 11.8. If the Tenderer indicated the offered contract price 00,00 EUR for any of the offered services in the Financial proposal, the Tenderer must provide detailed explanation of the essential conditions of the proposal (service costs, particularly favourable service conditions, service characteristics and originality, opportunities to receive business support) available to cover the specified service costs.
- 11.9. **If the total proposed contract price for the Services will exceed 450 000 EUR (four hundred fifty thousand euros) excl. VAT, the Financial proposal will be deemed incompliant and will not be evaluated.**

## 12. TECHNICAL PROPOSAL

- 12.1. The Tenderer shall submit a Technical proposal in accordance with this Section.
- 12.2. The Tenderer shall submit a methodology document (consisting of not more than 40 pages), containing the description of the following aspects:
  - 12.2.1. Study implementation methodology:

- Tenderer's understanding of the objectives, scope, content, deliverables of the study, the requirements and conditions put forth by the Contracting authority and what is needed to achieve results (data source, materials, software, laboratory) and what analysis results the Contracting authority wishes to obtain;
- the method, how Tenderer is planning to achieve a comprehensive execution of the contract and parts of the contract (such as data acquisition, settling prerequisites, data processing and analysis etc.);
- the actions necessary to perform the integral parts of the study together with the plan showing a comprehensive description of the results to be obtained in order to achieve the objectives of the study, Tenderer's ability to achieve them by ensuring timely and high-quality service provision;
- assumptions and standards used.

#### 12.2.2. Service provision plan:

- a description according to which the contracting authority can verify that the service provider understands the time constraints of achieving study objectives specified in Technical specification and that Tenderer will be able to guarantee the delivery the full scope of services and separate deliverables within the required deadlines;
- a process administrative approach for provision of full scope of the services with work organisation and planning, description of necessary communication aspects with Contracting authority and third parties;
- identification of risks and proposed mitigation measures of the identified risks during provision of the services;
- a description of the Tenderer's resources and team to be appointed for the executing of the contract (their names, roles, hierarchy, responsibilities and the predictable distribution of working time between team members; the work management structure, functions and decision-making process of key experts and assisting staff).

#### 12.2.3. Software technology and development:

- description of software to be used within the study, reliability of proposed software, is it new software or derivative of software used in previous studies;
- justification for using proposed software technology;
- possible approach of feasible software development based on existing software used in previous or ongoing studies, train model library description (if applicable).

## 13. CONTENTS AND FORM OF THE PROPOSAL

13.1. Proposal must be submitted electronically on E-Tenders subsystem of the Electronic Procurement System in accordance with the following options for the Tenderer:

13.1.1. by using the available tools of E-Tenders subsystem, filling the attached forms of the E-Tenders subsystem for the Open competition;

13.1.2. by preparing and filling the necessary electronic documents outside the E-Tenders subsystem and attaching them to relevant requirements (in this situation the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples);

13.1.3. by encrypting electronically prepared Proposal outside of E-Tenders subsystem with data protection tools provided by third parties, and protection with electronic key and password (in this situation, Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples as well as ensuring capability to open and read the document by the Contracting authority).

13.2. During preparation of the Proposal, Tenderer shall respect the following requirements:

- 13.2.1. Each document mentioned in Section 13.3 of the Regulations must be filled separately, each in a separate electronic document in line with forms attached to Procurement on Contracting authority's profile in E-Tenders subsystem (<https://www.eis.gov.lv/EKEIS/Supplier/Procurement/150150>) in a Microsoft Office 2010 (or later) format and attached to the Procurement;
- 13.2.2. Upon submission, the Tenderer must sign the Proposal with a secure electronic signature and a time seal **or** with electronic signature provided by Electronic Procurement System. The Tenderer can use a certified electronic signature<sup>9</sup> and valid time seal and sign each document mentioned in Section 13.3 of the Regulations and other documents separately. The Proposal (its parts, if signed separately) shall be signed by an authorised person, including its authorisation document (e.g. power of attorney) *expressis verbis* stating the authorisations to sign, submit and otherwise manage the documents.
- 13.3. Documents to be included in the Proposal:
- 13.3.1. Application for participating in the Open competition (form enclosed as Annex No 2 of the Regulations);
- 13.3.2. Financial proposal (please see the Section 11 of the Regulations; form enclosed as Annex No 8 of the Regulations);
- 13.3.3. Information and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers (please see the Section 8 of the Regulations; forms enclosed as Annex No 3 and 4 of the Regulations) or the corresponding ESPD;
- 13.3.4. Information and documents confirming compliance of the Key expert with the selection criteria for the Key expert (please see the Section 8 of the Regulations; forms enclosed as Annex No 5 of the Regulations) or the corresponding ESPD;
- 13.3.5. Information and documents related to other entities on whose capacity the Tenderer relies (please see the Section 9 of the Regulations; form enclosed as Annex No 6 of the Regulations), or the corresponding ESPD;
- 13.3.6. Information and documents related to subcontractors (please see the Section 10 of the Regulations; form enclosed as Annex No 7 of the Regulations) or the corresponding ESPD;
- 13.3.7. Technical proposal (a methodology document, please see Section 12 of the Regulations) confirming compliance of the Tenderer with the evaluation criteria for the Tenderers set in Section 20.2.2 of the Regulation;
- 13.3.8. Annex No 5 of the Regulations filled in and signed by the relevant Key expert confirming compliance of the Tenderer with the evaluation criteria for the Tenderers set in Section 20.2.3 of the Regulations.
- At the moment of Proposal submission there is no obligation to submit documents mentioned in the Section 8.1 of the Regulations (Exclusion grounds). The documents for exclusion grounds will be specifically requested by the Procurement commission prior to making the decision about assigning rights to conclude the Contract only from the Tenderer whose Proposal obtains the highest final score.**
- 13.4. The Proposal may contain original documents or their derivatives (e.g. copies). In the Proposal or in reply to a request of the Procurement commission Tenderer shall submit only such original documents which have legal force. For the document to gain legal force it must be issued and formatted in accordance with the Law on Legal Force of Documents of the Republic of Latvia (<https://likumi.lv/ta/en/id/210205-law-on-legal-force-of-documents>) but public documents issued abroad shall be formatted and legalized in accordance with the requirements of the Document Legalization Law of the Republic of Latvia (<https://likumi.lv/ta/en/en/id/155411-document-legalisation-law>). Public documents issued abroad can be self-approved by the Tenderer, if it is applicable by the legislation of the respective country. When submitting the Proposal, the Tenderer has the right to certify the correctness of all submitted documents' derivatives and translations with one certification.

<sup>9</sup> 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 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

- 13.5. The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in this Open competition (please see the Section 8.2.2 of the Regulations).
- 13.6. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/150150>.
- 13.7. **The Proposal must be submitted in English or Latvian (if submitted in Latvian, translation in English must be provided together with the Proposal).**

#### **14. ENCRYPTION OF THE PROPOSAL INFORMATION**

- 14.1. E-Tenders system which is a subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the Proposal documents.
- 14.2. If the Tenderer applied additional encryption to the information in the Proposal (according to Section 13.1.3 of the Regulations), Tenderer must provide the Procurement commission the electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after the deadline of the Proposal submission.

#### **15. SUBMISSION OF A PROPOSAL**

- 15.1. The Proposal (documents referred to in the Section 13.3 of the Regulations) shall be submitted electronically using the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/150150> by:

**1 October 2025 till 11:00 (Riga time).**

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

#### **16. OPENING OF PROPOSALS**

- 16.1. The Proposals will be opened on the E-Tenders system on **1 October 2025** starting at 15:00 (Riga time) during the opening session. It is possible to follow the opening of submitted Proposals online on the E-Tenders system.
- 16.2. The Proposals will be opened by using the tools offered by E-Tenders system. The proposed contract price and other information that characterizes the Proposal (excluding confidential information) will be published in the E-Tenders system.
- 16.3. The information regarding the Tenderer, the time of submission of Proposal, the proposed contract price and other information that characterizes the Proposal is generated by E-Tenders system at the opening of the Proposals and written down in the Proposal opening sheet which will be published on E-Tenders system and Contracting authority's webpage.

#### **17. VERIFICATION OF PROPOSALS FOR COMPLIANCE**

- 17.1. Following of the opening of Proposals the Procurement commission shall proceed with the verification of compliance of Proposals received. The Procurement commission evaluates the Proposals in a closed session.
- 17.2. The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in Section 13 of the Regulations and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.
- 17.3. The Procurement commission verifies whether the Tenderers comply with the selection criteria stipulated in the Section 8.2. – 8.4 of the Regulations and selects compliant Tenderers for further evaluation.



## 18. VERIFICATION OF TECHNICAL PROPOSALS

- 18.1. The Procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in Section 12 of the Regulations and Technical specification and selects for further evaluation the compliant Technical proposals.

## 19. VERIFICATION OF FINANCIAL PROPOSALS

- 19.1. The Procurement commission verifies whether the submitted Financial proposals comply with the requirements stipulated in the Section 11 of the Regulations and Tenderers have filled-in the Annex No 8 “Financial proposal” of the Regulations in accordance with the requirements.
- 19.2. The Procurement commission verifies whether there are any arithmetical errors, whether an abnormally low Proposal has been received, as well as assesses and compares the contract prices proposed.
- 19.3. The Procurement commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial proposal.
- 19.4. When evaluating the Financial proposal, Procurement commission takes corrections into account.
- 19.5. The Procurement commission has the right to demand that Tenderer explains the calculation upon which the Financial proposal is based and other related aspects to ascertain the objectivity of the Financial proposal and whether an abnormally low Proposal has been submitted.
- 19.6. The Procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low Proposals.

## 20. CONTRACT AWARD CRITERIA

- 20.1. The Proposal selection criterion is the most economically advantageous proposal according to the evaluation methodology described in this Section below.
- 20.2. The economically most advantageous proposal shall be Proposal which will receive the highest sum of scores for the following criteria:

No	Evaluation criteria	Maximum possible score
<b>20.2.1.</b>	<b>Financial proposal</b> , which will be evaluated in accordance with Section 20.3.	<b>50</b>
20.2.1.1.	Price for aerodynamic impact assessment	40
20.2.1.2.	Average hourly rate for additional works (project manager’s and expert’s average hourly rate)	10
<b>20.2.2.</b>	<b>Quality of the Technical proposal</b> , which will be evaluated in accordance with Section 20.4.	<b>35</b>
<b>20.2.3.</b>	<b>Key expert</b> , which will be evaluated in accordance with Section 20.5.	<b>15</b>
20.2.3.1.	At least 1 (one) Key expert has gained experience in more than 2 (two) aerodynamic impact assessments in the railway industry	10
20.2.3.2.	Within the past 15 (fifteen) years until the submission date of the Proposal Key expert had implemented at least 1 (one) aerodynamic impact assessment where standard EN 14067-4:2024 or equivalent was applied	3

20.2.3.3.	Key expert has implemented at least 1 (one) aerodynamic impact assessment for company who is railway infrastructure manager or railway undertaking	2
<b>Total:</b>		100

### 20.3. Evaluation of the Financial proposal:

- 20.3.1. Financial proposals for evaluation criteria mentioned in Section 20.2.1.1. of the Regulations shall receive points in accordance with the following formula:

$$\text{points} = \frac{\text{lowest proposed price from the compliant proposal}}{\text{Tenderer's proposed price}} \times 40$$

- 20.3.2. Financial proposals for evaluation criteria mentioned in Section 20.2.1.2. of the Regulations shall receive points in accordance with the following formula:

$$\text{points} = \frac{\text{lowest proposed average hourly rate from the compliant proposal}}{\text{Tenderer's proposed average hourly rate}} \times 10$$

### 20.4. Evaluation of the quality of the Technical proposal:

- 20.4.1. Quality of the Technical proposal will be evaluated by comparing the Technical proposals according to the following criteria:

No	Criteria	Points
(a)	<i>Assessment implementation methodology</i>	15
a.1	<p><b>Outstanding<sup>10</sup> level of detail</b></p> <p>To satisfy the criterion under assessment a clearly structured, defined and justified assessment implementation methodology is presented. How the contracting requirements, expectations of the results and the aim of the procurement given in the Technical specification are aimed to be realized is clearly shown. There are no inconsistencies between different parts of the methodology.</p> <p>The Tenderer has produced (above and beyond what has been produced in the Technical specification) a detailed, reasoned, extended description of the thoughts, plans and opinions on the planned service content, the provision of services methods and performance management, quality assurance, service to be performed as part of the job sequence. This is to include the various interrelationships, service results, reports and a preliminary structure of the assessments.</p> <p>The contents of the Technical proposal conform with the Technical specification, deliverables are outlined in the best practice of expertise, the description of provision of services provides clear and detailed vision about the way and means of provision of these services and an outstanding description of the specific tasks of deliverables.</p> <p>Tenderer has proposed to include expertise in the context of Tenderer's experience from similar projects by indicating alternative methods or examples (based on Tenderer's similar exercises) to achieve assessments's objectives and key factors for the selection of the most appropriate method.</p>	15

<sup>10</sup> **Outstanding** here and elsewhere means a detailed and well-structured description comprising features which exceed the required quality and performance set out in the Technical specification, with many, and/or additional to the ones mentioned in the Technical specification, alternatives analysed, options are substantiated including by taking into account the particular tasks of this particular project.

a.2	<p><b>Satisfactory<sup>11</sup> level of detail</b></p> <p>To satisfy the criterion under assessment a clearly structured, defined and justified assessments implementation methodology is presented. An understanding is provided on how the procurement requirements, expectations of the results and the aim of the procurement given in the Technical specification are aimed to be realized, but minor shortcomings are found in the description's level of detail and minor inconsistencies exist between different parts of the description.</p> <p>The Tenderer has produced (above and beyond what has been produced in the Technical specification) a partly extended description of the thoughts and opinions on the planned service content, the provision of services methods and performance management, quality assurance, service to be performed as part of the job sequence. This is to include the various interrelationships, service results, reports and a preliminary structure of the assessments.</p> <p>The contents of the Technical proposal conform with the Technical specification, deliverables are outlined in the best practice of industry, the description of provision of services provides an idea about the way and means of provision of these services and a good description of the specific tasks of deliverables.</p>	7
a.3	<p><b>Insufficient<sup>12</sup> level of detail</b></p> <p>The Tenderer has failed to propose assessments implementation methodology in a clear and justified manner.</p> <p>To satisfy the criterion under assessment a poorly structured, defined and justified description is presented. The proposed assessments implementation methodology consists of unanswered or significantly inadequate and incomplete solutions to the required specific tasks. Aspects named in the Technical specification are not covered, and the solutions offered are consistently inadequately described, the description of provision of services does not provide an understanding on the way and means of provision of these services or is not realistic. Clear inconsistencies exist between different parts of the Technical proposal.</p>	0
(b)	<i>Service provision plan</i>	10
b.1	<p><b>Outstanding level of detail</b></p> <p>To satisfy the criterion under assessment a clearly structured, defined and justified service provision plan is presented. An understanding is provided on how the contracting requirements, expectations of the results and the aim of the procurement given in the Technical specification are planned to be realized is clearly shown. There are no inconsistencies between different parts of the description.</p> <p>The Tenderer has produced (above and beyond what has been produced in the Technical specification) a detailed, reasoned service provision plan, with extended description on the planned service content, the provision of services methods and performance management, quality assurance, service to be performed as part of the job sequence. This is to include the various interrelationships, service results, reports and a preliminary structure of the assessments.</p> <p>The contents of the Technical proposal conform with the Technical specification, deliverables are outlined in the best practice of expertise, the description of</p>	10

<sup>11</sup> **Satisfactory** here and elsewhere means a description, which generally meets the required quality and performance set out in the Technical specification but with some minor issues negatively deviating from the Technical specification and limited additional analysis or substantiation including by taking into account the particular tasks of this particular project.

<sup>12</sup> **Insufficient** here and elsewhere means a description, which partly meets the required quality and performance set out in the Technical specification in some areas but with some major issues negatively deviating from the Technical specification and very limited or no additional analysis or substantiation including by taking into account the particular tasks of this particular project.

	<p>provision of services provides clear and detailed vision about the way and means of provision of these services and an outstanding description of the planning of specific tasks of deliverables.</p> <p>Tenderer has proposed to include expertise in the context of Tenderer’s experience from similar projects by proposing alternative implementation planning and examples (based on Tenderer’s similar exercises) to achieve assessments’s objectives and key factors for the selection of the most appropriate one.</p>	
b.2	<p><b>Satisfactory level of detail</b></p> <p>To satisfy the criterion under assessment a clearly structured, defined and justified service provision plan is presented. An understanding is provided on how the procurement requirements, expectations of the results and the aim of the procurement given in the Technical specification are planned to be realized, but minor shortcomings are found in the description’s level of detail and minor inconsistencies exist between different parts of the description.</p> <p>The Tenderer has produced (above and beyond what has been produced in the Technical specification) a partly extended description of the service provision plan and with planned service content, the provision of services methods and performance management, quality assurance, service to be performed as part of the job sequence.</p> <p>The contents of the Technical proposal conform with the Technical specification, planning of deliverables is outlined in the best practice of industry, the description of provision of services provides an idea about the planning of these services.</p>	5
b.3	<p><b>Insufficient level of detail</b></p> <p>The Tenderer has failed to propose service provision plan in a clear and justified manner.</p> <p>To satisfy the criterion under assessment a poorly structured, defined and justified description is presented. The proposed provision plan consists of unanswered or significantly inadequate and incomplete proposals to the provision of required deliverables. Service planning aspects named in the Technical specification are not covered, and the solutions offered are consistently inadequately described, the description of provision of service planning does not provide an understanding on the way and means of provision of these services or is not realistic. Clear inconsistencies exist between different parts of the Technical proposal.</p>	0
(c)	<i>Software technology and development</i>	10
c.1	<p><b>Outstanding level of detail</b></p> <p>To satisfy the criterion under assessment a clearly outstanding, highly detailed and in well-structured manner description of software technology is presented. How the aim of the procurement given in the Technical specification will benefit from this choice of software. There are no inconsistencies between different parts of the software description.</p> <p>The Tenderer has produced (above and beyond what has been outlined in the Technical specification) a detailed, reasoned, extended description of the thoughts, ideas and opinions on the proposed software usage to achieve assessments results.</p> <p>The reliability of the proposed software is clearly justified. Accuracy of software simulation results is described.</p> <p>The outstanding description of software development process provides a solid assurance of Tenderer’s ability to develop the software. The information on</p>	10

	<p>whether the software will be developed from scratch or based on existing software is provided.</p> <p>Tenderer has described experience with similar software.</p>	
c.2	<p><b>Satisfactory level of detail</b></p> <p>To satisfy the criterion under assessment a clearly outstanding, highly detailed and in well-structured manner description of software technology is presented. How the aim of the procurement given in the Technical specification will benefit from this choice of software. The minor shortcomings are found in the description's level of detail and minor inconsistencies exist between different parts of the software description.</p> <p>The Tenderer has produced (above and beyond what has been outlined in the Technical specification) a party extended description of the thoughts and opinions on the proposed software usage to achieve assessments results.</p> <p>The reliability of the proposed software is described. Accuracy of software simulation results is mentioned.</p> <p>The description of software development process provides an idea of Tenderer's plan to develop the software. Information on whether the software will be developed from scratch or based on existing software is provided.</p>	5
c.3	<p><b>Insufficient level of detail</b></p> <p>The Tenderer has failed to describe proposed software technology and development in a clear and justified manner.</p> <p>To satisfy the criterion under assessment a poorly detailed and structured description of software technology is presented. No clear justification of the proposed software choice is outlined.</p> <p>Aspects named in the Technical specification are not covered, the description of software development does not provide an understanding on the way how the software will be developed.</p> <p>Clear inconsistencies exist between different parts of the description.</p>	0

20.4.2. If the Technical proposal does not satisfy all specific requirements set out by level of detail (mentioned in table above) the Technical proposal will receive next (top-down) scoring where it complies with the requirements.

20.4.3. If the Technical proposal is scored with 0 (zero) for any criteria set out by Section 20.4.1 the proposal will be rejected and not evaluated further.

20.4.4. The procurement commission shall obtain the final score for each Technical proposal in this criterion by summing up all points (above zero) obtained by the particular Technical proposal in this criterion 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 20.4.

#### 20.5. Evaluation of Key expert:

20.5.1. Evaluation criteria mentioned in Section 20.2.3.1. of the Regulations will be evaluated as follows: if at least 1 (one) Key expert has gained experience in more than 2 (two) aerodynamic impact assessments in the railway industry, the Proposal will receive:

20.5.1.1. 5 (five) points, if 3 (three) assessments were implemented;

20.5.1.2. 10 (ten) points, if 4 (four) or >4 (more than four) assessments were implemented.

20.5.2. Evaluation criteria mentioned in Section 20.2.3.2. of the Regulations will be evaluated as follows: if within the past 15 (fifteen) years until the submission date of the Proposal Key expert has

implemented at least 1 (one) aerodynamic impact assessment where standard EN 14067-4:2024 or equivalent was applied, the Proposal will receive 3 (three) points.

- 20.5.3. Evaluation criteria mentioned in Section 20.2.3.3. of the Regulations will be evaluated as follows: if Key expert has implemented at least 1 (one) aerodynamic impact assessment for company who is railway infrastructure manager or railway undertaking, the Proposal will receive 2 (two) points.
- 20.6. The Tenderer can propose the same expert to fulfill the requirements of Section 20.2.3.1., 20.2.3.2. and 20.2.3.3. of the Regulations.
- 20.7. The Procurement commission shall obtain the final score for each Proposal by summing up all points that particular Proposal obtained in accordance with the procedures set out in Section 20.3 – 20.5 of the Regulations and dividing by the number of members of Procurement commission participated in the evaluation. The points obtained are calculated and indicated with an accuracy of 2 (two) decimal places after comma. The Contract will be awarded to the Tenderer whose Proposal obtains the highest final score according to Section 20.3 – 20.5 of the Regulations.
- 20.8. In case several Proposals will obtain equal highest final score (points), the Procurement commission will 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 will organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, the Procurement commission will carry out the draw without representatives of Tenderers presence by inviting impartial participant from the Contracting authority.

## **21. TENDERER CHECK PRIOR TO MAKING THE DECISION REGARDING THE CONCLUSION OF THE CONTRACT**

- 21.1. Prior to making the decision about assigning rights to conclude the Contract, Procurement commission performs a check regarding the existence of grounds of exclusion for Tenderers (Section 8.1 of the Regulations), members of a partnership (if the Tenderer is a partnership), persons on whose capacity Tenderer is relying to certify its compliance with the requirements and subcontractors.
- 21.2. If the Procurement commission establishes that in the information system determined by the Cabinet of the Republic 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 Immovable Property Tax of the State Revenue Service
- Tenderer;
  - member of a partnership (if the Tenderer is a partnership);
  - subcontractor the value of the services to be provided by which amounts to at least EUR 10 000;
  - person on whose capacity the Tenderer is relying to certify its compliance with the requirements;
  - beneficial owner of the Tenderer; or
  - person who has decisive influence in the Tenderer on the basis of participation within the meaning of the laws and regulations regarding groups of companies (concern);
- has outstanding tax liabilities on the last day of the time limit for the submission of Proposals or on the day when the decision is taken to possibly award the Contract, the Procurement commission will set the time limit – three working days after the day of sending an information request – for the submission of the evidence – a statement from the Electronic Declaration System of the State Revenue Service, a statement issued by a local government that the relevant person did not have debts of the immovable property tax or any other objective evidence regarding non-existence of tax debts or tax liabilities – that the Tenderer or any other person listed above in this Section of the Regulations did not have any outstanding tax liabilities on the relevant day.
- 21.3. If the Tenderer fails to submit required evidence before the deadline, the Procurement commission excludes the Tenderer from participation in the Open competition.
- 21.4. Change of persons on whose capacity Tenderer is relying on to certify its compliance with the requirements or subcontractors the value of the services to be provided by which amounts to at least EUR 10 000 is performed in accordance with Sections 9.4 and 10.2 of the Regulations respectively.
- 21.5. In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 8.1 of the Regulations (except Section 8.1.2, 8.1.12 – 8.1.14 of the Regulations) and has indicated this in the Proposal, upon Procurement commission's request it submits an explanation about the implemented measures in order to restore reliability and prevent occurrences



of the same or similar violations in future, as well as attaches evidence which proves the implemented measures, such as but not limited to evidence about compensating damages, on cooperation with investigating authorities, implemented technical, organizational or personnel measures, an assessment of a competent authority regarding the sufficiency of the implemented measures etc. The Procurement commission assesses the information and if the Procurement commission deems the measures taken to be sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the Open competition. If the measures taken are insufficient, the Procurement commission makes the decision to exclude the Tenderer from further participation in the Open competition. If the Tenderer within the indicated time does not submit the requested information, the Procurement commission excludes the Tenderer from participation in the Open competition.

## **22. DECISION MAKING, ANNOUNCEMENT OF RESULTS AND ENTERING INTO A CONTRACT**

- 22.1. The Procurement commission selects Tenderers in accordance with the set selection criteria for the Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 20 of the Regulations.
- 22.2. Within 3 (three) business days from the date of decision about the Open competition results Procurement commission informs all Tenderers about the decision made by sending the information by post or electronically (including through the E-Tenders system) and keeping the evidence of the date and means of sending the information. The Procurement commission announces the name of the successful Tenderer, indicating:
  - 22.2.1. to the rejected Tenderer - the reasons for rejecting its Proposal;
  - 22.2.2. to the Tenderer who has submitted compliant Proposal - the characterization of the successful Proposal and the relative advantages;
  - 22.2.3. the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.
- 22.3. If only 1 (one) Tenderer complies with all Tenderer selection requirements, the Procurement commission prepares and includes in the Open competition report a justification of the fact that the set requirements for Tenderer selection are objective and commensurate. If the Procurement commission cannot justify that the set requirements for Tenderer selection are objective and commensurate, Procurement commission makes the decision to terminate the Procurement.
- 22.4. If the Procurement is terminated, the Procurement commission within 3 (three) business days simultaneously informs all Tenderers about all the reasons because of which the Open competition is terminated and informs about the deadline within which a Tenderer may apply to the Procurement Monitoring Bureau regarding the violations of the public procurement procedure.
- 22.5. The Procurement commission when informing about the results has the right not to disclose specific/confidential information, if it may infringe upon public interests or if the Tenderer's legal commercial interests or the conditions of competition would be violated.
- 22.6. As soon as possible but not later than within 5 (five) working days from day when the decision about the results of the Open competition is taken, Procurement commission prepares a report on the Open competition and publishes it on the Contracting authority's profile in E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier/Procurement/150150> and on Contracting authority's webpage <https://www.railbaltica.org/lv/tenders/>.
- 22.7. **The selected Tenderer upon receiving the notification from Procurement commission must:**
  - 22.7.1. within 15 (fifteen) business days – to submit to the Contracting authority a copy of partnership agreement or notification regarding the establishment of the partnership, if required pursuant to requirements under Section 7.1.2. (a) of the Regulations;
  - 22.7.2. within 20 (twenty) business days upon receiving the invitation - to sign the Contract.
- 22.8. The Contract shall be concluded based on the selected Tenderer's Proposal and in accordance with Annex No 9 “Draft contract” of the Regulations.

- 22.9. The Procurement commission has the right to choose the next most economically advantageous proposal, if the Tenderer in the time stipulated by the Regulations:
- 22.9.1.refuses to conclude a partnership contract or to establish the partnership in the cases and deadlines defined by the Regulations or in the cases and deadlines defined by the Regulations does not submit a copy of the partnership contract, or does not inform of the founding of a partnership company;
  - 22.9.2.refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulations.
- 22.10. In any of such a case mentioned in Section 22.9 of the Regulations the Procurement commission is entitled to terminate this Open competition without selecting any Proposal or to select the next most economically advantageous proposal. For either of these decisions a written decision must be made.
- 22.11. Prior to making the decision regarding the conclusion of the Contract with the next Tenderer, the Procurement commission assesses whether the next Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer or it does not comply with requirements set in the Section 22.7 of the Regulations, the Procurement commission decides to terminate the Open competition without selecting any Proposal.
- 22.12. Contracting authority may suspend the announced procurement procedure at any time, if there is an objective reason for that.

**ANNEXES:**

1. Technical specification on 12 (twelve) pages;
2. Application for participation in the Open competition on 3 (three) pages;
3. Confirmation of the Tenderer's financial standing on 2 (two) pages;
4. Description of the Tenderer's experience on 2 (two) pages;
5. Description of the Expert's experience on 6 (six) pages;
6. A list of other entities on whose capacity Tenderer relies on 1 (one) page;
7. A list of the subcontractors on 1 (one) page;
8. Financial proposal on 1 (one) page;
9. Draft contract on 34 (thirty-four) pages;
10. Draft non-disclosure undertaking on 3 (three) pages.

**ANNEX NO 1: TECHNICAL SPECIFICATION****TECHNICAL SPECIFICATION****FOR THE OPEN COMPETITION****"AERODYNAMIC IMPACT ASSESSMENT"****(ID NO RBR 2025/1)****Co-financed by the Connecting Europe  
Facility of the European Union**

Riga

2025

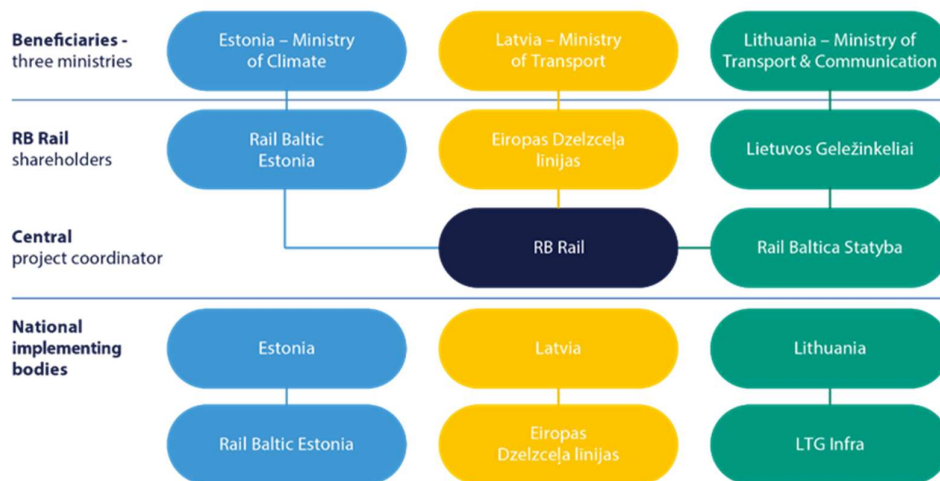
## 1. INTRODUCTION TO RAIL BALTICA

Rail Baltica is a greenfield rail transport infrastructure project aiming to integrate the Baltic states into the European rail network. Spanning five European Union countries – Poland, Lithuania, Latvia, Estonia, and indirectly, Finland – it will connect major cities including Helsinki, Tallinn, Pärnu, Riga, Panevežys, Kaunas, Vilnius, and Warsaw. Rail Baltica is a part of two European transport network corridors – North Sea-Baltic TEN-T corridor as well as the Baltic Sea - Black Sea - Aegean Sea TEN-T corridor.

With a length of almost 900 km, Rail Baltica is designed for both passenger and freight traffic, featuring a nominal speed of 249 km/h for passengers and 120 km/h for freight. Environmentally friendly, it will be fully electrified, producing less noise and vibration.

To meet growing investment needs and the 2030 deadline, Rail Baltica will be implemented in phases. The first phase, estimated at 15.3 billion EUR, will establish an operational cross-border corridor linking Estonia, Latvia, and Lithuania with Poland. The second phase, dependent on future funding, will complete full integration into Europe’s rail network.

Rail Baltica is managed through cooperation between the central coordinator of the project RB Rail AS, national implementing bodies, and the responsible ministries of Estonia, Latvia, and Lithuania. RB Rail AS, a joint venture of the three countries, coordinates the project at the international level, overseeing planning, system integration and assurance, subsystem development, consolidated material procurement and cross-border integration. Each country has its own national implementing body – Rail Baltic Estonia, Eiropas Dzelzceļa līnijas in Latvia, and LTG Infra in Lithuania – responsible for local implementation of the project. The responsible ministries provide regulatory oversight, secure national funding, and ensure alignment with national and EU policies.



Rail Baltica prioritizes sustainability, safety, and modernity. Utilizing the latest technologies and materials, it adheres to stringent safety standards, including the European Railway Traffic Management System (ERTMS) for train control and safety measures such as two-level crossings and full fencing. Passenger stations will offer convenient access and amenities, while new intermodal freight terminals will facilitate efficient cargo transfer between transport modes. In addition to passenger travel, businesses will be able to use Rail Baltica for freight transport and logistics.

The new railway will make it easier for companies to provide services across the entire region and take advantage of new growth opportunities. Fast and reliable cargo services will ensure better access to the European market and companies in the Baltic states will become more competitive at global level. Railways are significantly and measurably more environmentally friendly than other forms of transport. Rail Baltica will be fully electrified, thereby reducing CO2 emissions to the lowest possible levels.

Rail Baltica will contribute to the security of the Baltic states by establishing railway connectivity with their allies in Europe and improving military logistics in the entire region. By aligning rail gauge and other technical parameters with the European railways, Rail Baltica will be part of European military mobility.

By 2030, it aims to complete the corridor with its emphasis on sustainability, safety, and modernity, Rail Baltica represents a significant step towards a more integrated, efficient, and environmentally friendly transportation network in the Baltic region and beyond.

Aerodynamic impact assessment for Rail Baltica foresees to define and simulate aerodynamic impact between moving trains as well between moving trains and infrastructure objects, such as station platforms, overpasses, etc. Therefore allowing safe design solution implementation for expected service model.

This assessment is necessary in order to be able to design regional stations platforms, platform gates system (part of CCS) and to deliver inputs to operation rules.

## 2. CONTENET OF THE AGREEMENT

### 2.1.OVERVIEW OF SCOPE AND CONDITIONS OF THE SERVICES

- 2.1.1. The Contracting authority in charge of Rail Baltica project development identified the necessity to perform an assessment of the aerodynamic forces for several specific situations of the Rail Baltica railway operation. This is required to:
  - 2.1.1.1. Identify any element, requirement or parameter which could cause some issue on the designed infrastructure, and if necessary and possible, take some corrective measures;
  - 2.1.1.2. Collect inputs for the preparation of the train operation manuals, for some specific configuration of nominal and degraded modes;
  - 2.1.1.3. Identify any hazard related to the specific situations of the Rail Baltica infrastructure related to aerodynamic phenomena;
  - 2.1.1.4. Support Contracting authority in the preparation of the safety assurance documentation and the safety demonstrations (optional scope).
- 2.1.2. The Contractor shall carry out services according to Section 3.5 of the Technical specification including four following work packages (WP):
  - 2.1.2.1. Crosswind affecting train operation (WP-1, see Section 2.3.);
  - 2.1.2.2. Projection of material due to aerodynamic stress (WP-2, see Section 2.4.);
  - 2.1.2.3. Train passing at mainline platform (WP-3, see Section 2.5.);
  - 2.1.2.4. High-Speed passenger trains and freight train operation (WP-4, see Section 2.6.);
  - 2.1.2.5. Final report (compiled all four work packages);
  - 2.1.2.6. Presentations.
- 2.1.3. The Contracting authority may request and Contractor shall carry out additional services or part of it:
  - 2.1.3.1. Safety assurance documentation and the safety demonstrations (see Section 2.7. of the Technical specification, optional scope);
  - 2.1.3.2. Evaluation of probability of collision following penetration inside the opposite track gauge (see Section 2.8. of the Technical specification, optional scope);
  - 2.1.3.3. Other unforeseen services related to the subject matter.
- 2.1.4. The Contracting authority is not obliged to order any additional services.
- 2.1.5. **During the development of his analysis, the Contractor may use existing results and data where scope, methodology and conditions are equivalent and justified against the present scope of services. If the Contractor cannot make the scientific demonstration that an equivalent case was already analysed in the available literature, aerodynamic simulations, then the measurements shall be performed by the Contractor in accordance with applicable technical guidelines and norms. Operational experiences gained by network and train operators, including reports on critical events and safety level of operation are part of scientific demonstration.**
- 2.1.6. Existing results and data may be derived from observations or measurements of existing railway operation or after simulation undertaken for similar operating conditions.
- 2.1.7. As a part of the specification of the simulation, the Contractor will determine and select from their own database suitable train models and/or infrastructure models corresponding to the present specifications.

- 2.1.8. The simulation tool of aerodynamic study shall be performed using a field-proven software, for similar studies delivered for an infrastructure manager or a railway undertaking.
- 2.1.9. The delivery of additional services shall be fee-based on the basis of contractual fee rates, and on number of hours to be aligned between Contracting authority and Contractor. Terms of additional services shall be agreed separately.

## 2.2. TREATMENT OF WORK PACKAGES

- 2.2.1. For each work package WP, the Contractor will:
  - 2.2.1.1. Review the list of Safety Critical Scenarios (SCS), proposing alternative list by addition or modification thus ensuring sufficient hazard identification;
  - 2.2.1.2. Review and report on experience from existing and correctly operative High-Speed line (if possible mixed HS – Freight lines);
  - 2.2.1.3. Undertake assessment of the identified SCS, and when necessary aerodynamic simulations or measurements, in order to be able to:
    - evaluate their frequency and severity in the Rail Baltica specific environment;
    - establish typical values or limit conditions determining the application of operational measures / restrictions, with the description of such measures / restrictions, if any;
    - establish typical values or limit conditions impacting the specification of the infrastructure equipment, if any;
    - establish typical values or limit conditions impacting the specification of the rolling stock, if any;
  - 2.2.1.4. Analysis mentioned at 2.2.1.3. of the Technical specification shall be according to Rail Baltica parameters.

## 2.3. WP-1 – CROSSWIND AFFECTING TRAIN OPERATION

- 2.3.1. Review of Safety Critical Scenarios (SCS):
  - 2.3.1.1. Train derailment due to extreme cross wind;
  - 2.3.1.2. Train gauge beyond reference kinematic/dynamic gauge due to side wind load;
  - 2.3.1.3. Freight load displacement due to extreme cross wind.
- 2.3.2. Study shall review existing traffic operation:
  - 2.3.2.1. provide characteristics of the proposed case:
    - i. characteristics of existing operation cases, train types, train gauges,
    - ii. characteristics of the referred infrastructure,
    - iii. conclude on relevance of the proposed case in the Rail Baltica context,
  - 2.3.2.2. Report on occurrence and consequences of SCS observed during operation;
  - 2.3.2.3. Conclusion regarding the level of criticality of cross wind exposure of the Rail Baltica line in general and for most critical locations identified, on the basis of practices and return of experience on equivalent infrastructures. Recommendations, if necessary, to implement additional analysis and/or protection measures.
- 2.3.3. Simulation (when necessary) shall be undertaken evaluating the aerodynamic stress levels (crosswind, pressure pulse, slipstream air velocity) against SCS.
- 2.3.4. Parameters for typical section, maximum height and length of railway bridge, wind corridors, and whole wind maps are reflected in Section 2.9. of the Technical specification.
- 2.3.5. Study shall consider scenario involving Regional trains travelling at 100, 160 and 200 km/h, High Speed Trains (HST) travelling at 160, 200, 220 250, 270 and 300 km/h and freight trains traveling at 80, 100, 120 and 140 km/h.

## 2.4. WP-2 – PROJECTION OF MATERIAL DUE TO AERODYNAMIC STRESS

- 2.4.1. Review of Safety Critical Scenarios (SCS):
  - 2.4.1.1. Projection of ballast stones, snow, ice pieces, other objects on platforms and track side workers and installations in the track (e.g. signalling);

- 2.4.1.2. Snow accumulation between track and platform wall, and collision of HST or freight train with accumulated snow causing damages to Rolling Stock;
- 2.4.1.3. Pick-up and projection of ballast stones due to aerodynamic effects below HS trains.
- 2.4.2. Study shall review existing traffic operation:
  - 2.4.2.1. Provide characteristics of the proposed case:
    - i. characteristics of existing operation cases, train types, train gauges,
    - ii. characteristics of the referred infrastructure,
    - iii. conclude on relevance of the proposed case in the Rail Baltica context,
  - 2.4.2.2. Report on occurrence and consequences of SCS observed during operation;
  - 2.4.2.3. Conclusion regarding the level of criticality of SCS for the 2 platform cases, on the basis of practices and return of experience on equivalent infrastructures and considering specificities of Baltic climatic conditions. Recommendations, if necessary, to implement additional analysis and/or protection measures.
- 2.4.3. Simulation (when needed) shall be undertaken evaluating the aerodynamic stress levels (winds, pressure pulse, slipstream air velocity) against SCS.
- 2.4.4. Parameters:
  - 2.4.4.1. Study shall consider scenario involving High Speed Trains travelling at 250, 270 and 300 km/h;
  - 2.4.4.2. Normal and snowy conditions;
  - 2.4.4.3. Study shall consider presence of mainline platforms of 210 m long, 760mm high (typical section is attached), with 2 cases:
    - i. platform of solid material in full section;
    - ii. elevated platform on piles, allowing longitudinal and transversal air flow circulation.

## 2.5.WP-3 - TRAIN PASSING AT STATION

- 2.5.1. Review of Safety Critical Scenarios (SCS):
  - 2.5.1.1. Projection / aspiration of passengers / aspiration of passengers' objects (bags, luggage, clothes, baby trolleys) by air flow caused by HST, Regional or freight trains passing on main track while passengers are standing on siding track (4 tracks configuration with no Platform Gates);
  - 2.5.1.2. Projection / aspiration of passengers / aspiration of passengers' objects (bags, luggage, clothes, baby trolleys) by air flow caused by HST or Regional train passing on main track while passengers are standing on platform (2 tracks configuration with no Platform Gates);
  - 2.5.1.3. Projection / aspiration of passengers / aspiration of passengers' objects (bags, luggage, clothes, baby trolleys) by air flow caused by freight trains passing on main track while passengers are standing on platform (2 tracks configuration with no Platform Gates);
  - 2.5.1.4. Resulting forces and air pressure applied to the Platform gates by air flow caused by HST or Regional train passing on main track (2 tracks configuration with Platform Gates).
- 2.5.2. Study shall review existing traffic operation in stations:
  - 2.5.2.1. provide characteristics of the proposed case:
    - i. characteristics of existing operation cases;
    - ii. characteristics of stations, number of tracks, distance between tracks;
    - iii. conclude on relevance of the proposed case in the Rail Baltica context;
  - 2.5.2.2. Report on occurrence and consequences of SCS observed during operation;
  - 2.5.2.3. Conclusion regarding the levels of criticality of SCS for 4 tracks configuration with no Platform Gates and 2 tracks configuration with no Platform Gates, on the basis of practices and return of experience on equivalent infrastructures. Recommendations, if necessary, to implement additional analysis and/or protection measures.
- 2.5.3. Simulation (when necessary) shall be undertaken evaluating the aerodynamic stress levels (pressure pulse, slipstream air velocity) against SCS. For platform gates, the aerodynamic design loads (pressure, air flow) acting on the gates shall be assessed.
- 2.5.4. Scenario and parameters:
  - 2.5.4.1. Study shall consider scenario involving Regional trains travelling at 100, 160 and 200 km/h, High Speed Trains travelling at 160, 200, 220 250, 270 and 300 km/h and freight trains traveling at 80, 100, 120 and 140 km/h passing a mainline platform with presence of passengers;



- 2.5.4.2. HST parameter shall consider GB and GC loading gauge, Regional trains parameter shall consider GB, GC and SE-C loading gauge (SE-C gauge covers the case of potential use of trains designed for Scandinavian market);
- 2.5.4.3. Freight train shall consider worst case configuration to be analysed and proposed by Contractor (SE-C gauge, container, bulk, intermodal);
- 2.5.4.4. Study shall consider presence of mainline platforms of 210 m long, 760mm high (typical section is attached), with 2 cases:
  - i. Platform of solid material in full section;
  - ii. Elevated platform on piles, allowing longitudinal and transversal air flow circulation;
- 2.5.4.5. Resulting forces and air pressure applied to passengers standing on platforms due to air pressure. Qualitative conclusion about passenger discomfort, based on Contractor's experience,
- 2.5.4.6. RBR gauge study technical note (Reference in Section 2.9) shall be considered.

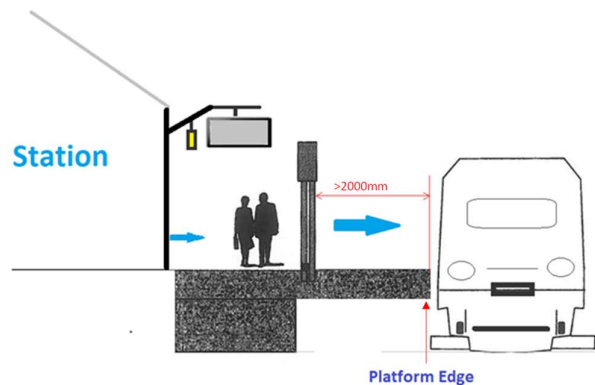


Fig.1: Proposed platform gates configuration

## 2.6.WP-4 - HIGH-SPEED / REGIONAL PASSENGER TRAINS AND FREIGHT TRAIN OPERATION

- 2.6.1. Review of Safety Critical Scenarios (SCS):
  - 2.6.1.1. Collision of trains due to discharge of wheels upon aerodynamic effects;
  - 2.6.1.2. Collision due to displacement of freight train load;
  - 2.6.1.3. Fall of freight load;
  - 2.6.1.4. Damages to trainsets and in particular to the glass windows;
  - 2.6.1.5. Damages to goods loaded on freight trains.
- 2.6.2. Assessment shall review existing mixed traffic operation where HST / Regional and freight trains operate on High Speed infrastructure:
  - 2.6.2.1. provide characteristics of the proposed case:
    - i. characteristics of existing mixed traffic operation cases, train gauges, speed, axle load, and other suitable parameters;
    - ii. characteristics of infrastructures, number of tracks, distance between tracks, typical tunnel section, and other suitable parameters;
    - iii. conclude on relevance of the proposed case in the Rail Baltica context;
  - 2.6.2.2. Report on occurrence and consequences of SCS observed during operation;
  - 2.6.2.3. Conclusion regarding the levels of criticality of SCS for the different cases, on the basis of practices and return of experience on equivalent infrastructures. Recommendations, if necessary, to implement additional analysis and/or protection measures.
  - 2.6.2.4. Qualitative conclusion about variation of air pressure inside the passenger cabin, if according to Contractor's experience/professional judgment it could be estimated as excessive for passengers' comfort.
- 2.6.3. Simulation, (when necessary) shall be undertaken evaluating the aerodynamic stress levels (pressure pulse, slipstream air velocity) against SCS.
- 2.6.4. Parameters:

- 2.6.4.1. Trains crossing or train overtaking involving HST/HST, Regional/Regional, HST/Regional, HST/Freight train, Freight train/Freight train;
- 2.6.4.2. Study shall consider scenario involving High Speed Train traveling at 250, 270 and 300 km/h crossing or overtaking a freight train;
- 2.6.4.3. Study shall consider scenario involving High Speed Train traveling at 250, 270 and 300 km/h crossing or overtaking a Regional train travelling at 100, 160 and 200 km/h;
- 2.6.4.4. Freight train parameter to be considered:
  - i. GC gauge freight trains:
    - 1. cargo 120 km/h;
    - 2. containers ISO & trailer carriers – speed 140 km/h;
  - ii. SE-C gauge freight trains:
    - 1. cargo 120 km/h;
    - 2. containers SECU – speed 140 km/h;
- 2.6.4.5. HST parameter shall consider GB and GC loading gauge, Regional trains parameter shall consider GB, GC and SE-C loading gauge;
- 2.6.4.6. Study shall consider presence of tunnels of 100 m long, typical section is attached;
- 2.6.4.7. Distance between track centres on Rail Baltica is 4,50 m in majority of the sections. For the crossing of freight trains GC/GC and Regional/Regional, a distance between track centres of 4,00 m shall be consider, to cover a worst case scenario.
- 2.6.4.8. Description of SECU containers is described in Stora Enso Cargo Handling and Securing Manual (see Section 2.9. of the Technical specification);
- 2.6.4.9. The combination of cases shall be the following: Typical open air section, Bridges/Viaducts and Double-track (single tube) Tunnels and Cut & Covers (see drawings on tunnel in Section 2.7.9. of the Technical specification, RBR Drawings).

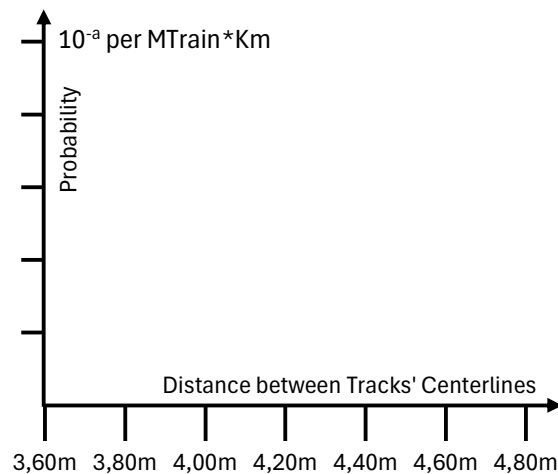
## 2.7. PREPARE THE SAFETY ASSURANCE DOCUMENTATION AND THE SAFETY DEMONSTRATIONS (OPTIONAL SCOPE SERVICES)

- 2.7.1. Following the delivery of the reports on occurrence and consequences of SCS observed during operation for the Work Package 1 to 4, the Contractor will be able to get a consolidated list of the SCS related to aerodynamic aspects.
- 2.7.2. The Contractor will ensure that the aerodynamic studies will meet all required safety standards, regulatory requirements, and performance expectations of the project. This process ensures that all risks associated with aerodynamics, particularly those that can affect safety, are properly analysed and mitigated.
- 2.7.3. The Contractor will perform and deliver the following analysis:
  - 2.7.3.1. Hazard Analysis and Risk Assessment (HARA):**
    - i. Conduct a hazard analysis to identify potential risks that could result from aerodynamic design flaws, such as high-speed instability, excessive wind forces, or negative interactions with other trains.
    - ii. Use tools like Failure Modes and Effects Analysis (FMEA) or Fault Tree Analysis (FTA) to assess and quantify risks.
    - iii. Assign severity levels to identified hazards (e.g., catastrophic, critical, marginal, or negligible) to prioritize mitigation strategies.
  - 2.7.3.2. Safety Cases:**
    - i. Develop safety cases that document how each identified risk will be mitigated through design decisions, testing, and verification processes.
    - ii. The safety case will demonstrate that the aerodynamic study has been rigorously analysed and that the train's design meets the safety requirements.
  - 2.7.3.3. Verification and Validation Plans:**
    - i. Outline the process of verifying and validating that the aerodynamic study and design conform to safety requirements. This includes the types of tests (e.g., wind tunnel testing, computational fluid dynamics (CFD) simulations, real-world testing), their objectives, and expected outcomes.
    - ii. Specify how simulation models will be validated against realistic scenarios, and ensure that all assumptions are accounted for.

- 2.7.4. The Contracting authority will engage with the Assessment Body (AsBo) and with the 3 National Safety Authorities (NSA) regarding the aerodynamic related SCS.
- 2.7.5. Depending on the status of the SCS and their nature, the Contracting authority may request the Contractor to perform additional analyse to be included in the safety assurance documentation and be part of the safety demonstration prior start of operation & maintenance phase.
- 2.7.6. After deployment, continuous monitoring should be established to detect any unforeseen aerodynamic issues that might arise in real-world operations. This can include ongoing testing, feedback from operators, and analysis of failure data to ensure that the train continues to meet safety standards throughout its operational life.

## 2.8.EVALUATION OF PROBABILITY OF COLLISION FOLLOWING PENETRATION INSIDE THE OPPOSITE TRACK GAUGE (OPTIONAL SCOPE SERVICES)

- 2.8.1. Based on statistical data from other countries/networks, the study shall evaluate the probability (based on real data) that a train penetrates into the opposite track gage and causes a collision with a train operating at the other track.
- 2.8.2. Probability shall be expressed in  $xx,xxx \cdot 10^{-a}$  per Mtrains\*km.
- 2.8.3. Results shall be given in table format as follows (probability versus centerline distance).



## 2.9.REFERENCES

References for development of study:

- 2.9.1. CSM regulation EU 402/2013.
- 2.9.2. RBR Design guidelines: <https://www.railbaltica.org/design-guidelines/>;
  - 2.9.2.1. RBDG-MAN-029-0103\_AdaptionToClimateChange.pdf;
  - 2.9.2.2. RBDG-MAN-028-0101\_MEP\_Tunnel.pdf;
  - 2.9.2.3. RBDG-MAN-026-0104\_StationsAndPassengerPlatforms.pdf;
  - 2.9.2.4. RBDG-MAN-013-0106\_RailwayAlignment.pdf;
  - 2.9.2.5. RBDG-MAN-014-0106\_RailwaySuperstructure-Track.pdf;
  - 2.9.2.6. RBDG-MAN-025-0107\_InfrastructureFacilities.pdf;
  - 2.9.2.7. RBDG-MAN-012-0112\_GeneralRequirements.pdf;
  - 2.9.2.8. RBDG-MAN-031B-0108\_DG\_Station-Elements.pdf;
  - 2.9.2.9. RBDG-MAN-017-0112\_RailwaySubstructurePart3-BridgesOverpassesTunnels.pdf.
- 2.9.3. RBR Typical Drawings:
  - 2.9.3.1. RBDG-DWG-001-A6 Mainline embankment – Double track.pdf;
  - 2.9.3.2. RBDG-DWG-007-A6 Mainline – next to an operational railway line.pdf;
  - 2.9.3.3. RBDG-DWG-008-A6 Mainline embankment – Simple Track.pdf;
  - 2.9.3.4. RBDG-DWG-009-A6 Mainline embankment – Passing loop at grade.pdf;

- 2.9.3.5. RBGD-DWG-012-A4 Mainline – next to an operational railway line with limited right of way.pdf;
- 2.9.3.6. RBGD-DWG-020-A6 Mainline embankment – Acoustic screen on embankment.pdf;
- 2.9.3.7. RBGD-DWG-021-A6 Mainline embankment – Acoustic screen on natural ground.pdf;
- 2.9.3.8. RBGD-DWG-070-A7 Railway Structure – Cross Section.pdf;
- 2.9.3.9. RBGD-DWG-072-A4 Overpass – Elevation.pdf;
- 2.9.3.10. RBGD-DWG-073-A7 Tunnel or Cut and Cover – Cross Section.pdf.
- 2.9.4. Infrastructure TSI.
- 2.9.5. Rolling Stock TSI.
- 2.9.6. EN 14067 part 4, 5, 6 – Railway Application. Aerodynamics.
- 2.9.7. EN 1991-2 Chap. 6.
- 2.9.8. UIC Leaflet 779-1.
- 2.9.9. UIC Leaflet 660.
- 2.9.10. Safety study of passengers standing on platforms while high speed trains passing by (Platform gates safety study).
- 2.9.11. RBR Gauge Study technical note.
- 2.9.12. Stora Enso Cargo Handling and Securing Manual: <https://www.storaenso.com/-/media/documents/download-center/documents/suppliers/stora-enso-cargo-handling-and-securing-manual-30?h=760&w=1200>.

### 3. SERVICE CONTRACT MANAGEMENT

#### 3.1. Contractor's obligations

- 3.1.1. For the provision of Services, the Contractor shall remain fully responsible for the results of its Services during and after the provision of Services. Any additional expenses arising due to the correction of the unacceptable results shall be covered solely by the Contractor.
- 3.1.2. The Contractor shall ensure necessary effort, means, resources and personnel required for the successful provision of Services.
- 3.1.3. The Contractor shall be responsible for ensuring that its Key experts involved in Service provision are available throughout whole Contract period.
- 3.1.4. The Contractor shall make its own arrangements for office facilities, personal computers and other facilities of appropriate performance and security standard for Service provision.
- 3.1.5. The Contractor shall ensure that its team members (experts etc.) involved in Service provision are adequately supported and equipped. Costs for administration of service contract and office operation including telecommunication costs shall be included in the price of service proposed in the Financial proposal.

#### 3.2. Provision of Services

- 3.2.1. The Contractor must perform the Contract in compliance with standard EN 14067-4:2024 Railway applications - Aerodynamics - Part 4: Requirements and assessment procedures for aerodynamics on open track and other relevant standards or regulations shall be used, and identified in reports.
- 3.2.2. The Contractor must perform the Contract in compliance with its provisions and all legal obligations under applicable EU, international and national law within the set due dates and to the highest professional, diligence and ethical practices.
- 3.2.3. The Contractor shall carry out the tasks, prepare and provide all documents, reports and any other information, material required for the provision of the Services.
- 3.2.4. During the implementation of Services, the Contractor shall identify possible risks at early stage and propose a mitigation measures in order to successfully deliver Services on time.
- 3.2.5. To provide the proof to Contracting authority that information and materials used for the provision of the Services are applicable Contractor may provide extracts of documents and reports if it meets obligations towards third parties. If needed Contracting authority may provide Non-Disclosure Undertaking to receive such proof.

### 3.3. Confidentiality, independence and absence of conflict of interest

- 3.3.1. The Contractor is expected to ensure that its contractual and professional obligations in particular with regard to confidentiality, independence, objectivity and absence of conflict of interests are well understood and upheld throughout and after Services provision.
- 3.3.2. During the provision of Services, the Contractor shall provide independent study based on its expertise, education and experience.

### 3.4. Miscellaneous

- 3.4.1. Communication with the Contracting authority under Contract (e.g., information, requests, submissions, formal notifications, etc.) must be carried out in English.
- 3.4.2. Communication channels: e-mail, MS Teams, telecommunications etc.
- 3.4.3. All written materials shall meet the highest standards and technical terminology proficiency. The Contractor shall engage professional proofreading Services at its own expense, if needed for ensuring quality of materials.
- 3.4.4. The Contractor shall include any travel expenses (if any arise) in proposed contract price. The Contracting authority will not additionally reimburse any travel expenses incurred by Contractor during the provision of Services.
- 3.4.5. Kick-off meeting shall be organised in two weeks after commencement date. Follow-up meetings shall be organised at least once in two weeks. Meetings are carried out online.

### 3.5. Deliverables and due dates

- 3.5.1. Services shall be delivered by the Contractor according to the following due dates:

No.	Tasks	Deliverable	No. of copies	Draft submission due date	Review and approval by Contracting authority	Due date	Payment, % of Contract price
1	CROSSWIND AFFECTING TRAIN OPERATION	Draft assessment report - WP 1	soft copy	CD* + 16 weeks	4 weeks after receiving	CD* + 20 weeks	15
2	PROJECTION OF MATERIAL DUE TO AERODYNAMIC STRESS	Draft assessment report - WP 2	soft copy	CD* + 20 weeks	4 weeks after receiving	CD* + 24 weeks	15
3	TRAIN PASSING AT STATION	Draft assessment report - WP 3	soft copy	CD* + 24 weeks	4 weeks after receiving	CD* + 28 weeks	15
4	HIGH-SPEED / REGIONAL PASSENGER TRAINS AND FREIGHT TRAIN OPERATION	Draft assessment report - WP 4	soft copy	CD* + 30 weeks	4 weeks after receiving	CD* + 34 weeks	15
5	Presentation to Contracting authority and to relevant Stakeholders	Two online presentations	n/a	n/a	n/a	To be agreed (before CD* + 40 weeks)	5
6	Presentation to relevant Stakeholders	One offline presentation (in one of the Baltic states)	n/a	n/a	n/a	To be agreed (before CD* + 40 weeks)	5
7	High-Speed /Regional passenger trains and freight train operation study	Final assessment report	soft copy	CD* + 40 weeks	4 weeks after receiving	CD* + 44 weeks	30

\* CD: commencement date of the Contract.

- 3.5.2. The Contracting authority will accept Services only if they will be provided fully in good and sufficient quality and will cover full scope defined in Technical specification.
- 3.5.3. The Contracting authority is responsible for the co-ordination with the Stakeholders.

### 3.6. Contractor's team

- 3.6.1. The Contractor shall propose an optimum structure for its team, based on the conditions of Technical specification.
- 3.6.2. For the provision of services, the Contractor shall ensure the availability of the following team members:

No	Title
1.	Project Manager
2.	Technical expert related to aerodynamic discipline (Key expert)

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

### 3.7. Term of contract

- 3.7.1. Contract commencement date is date when Contract is signed (the Effective Date).
- 3.7.2. The term of Contract should be 3 (three).

## 4. ANNEXES OF THE TECHNICAL SPECIFICATION

- 4.1. Safety study of passengers standing on platforms while high speed trains passing by (Platform gates safety study).
- 4.2. RBR Gauge Study technical note.

*The access to the annexes of the Technical specification will be granted after a Non-Disclosure Undertaking is signed and submitted (see Section 6.7 of the Regulations).*

*Date of preparation of the document: 10.07.2025.*

## ANNEX NO 2: APPLICATION

### APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION “AERODYNAMIC IMPACT ASSESSMENT” (ID NO RBR 2025/1)

Name of the Tenderer or all members of the partnership	
Registration number of the Tenderer or all members of the partnership	
VAT payer registration number of the Tenderer or all members of the partnership	
Tender's or all members of partnership taxpayer number in Latvia <i>(must be filled in about all relevant persons if a taxable person's number has been assigned in Latvia, otherwise please fill "N/A")</i>	
Name, surname and position of the person authorized to represent the Tenderer or name of nominated representative (in case of established partnership)	
Legal address of the Tenderer or all members of the partnership	
Correspondence address of the Tenderer or all members of the partnership	
Bank of the Tenderer or all members of the partnership	
Bank code (SWIFT) of the Tenderer or all members of the partnership	
Bank account (IBAN) of the Tenderer or all members of the partnership	
Contact person and contact information of the Tenderer (name, surname, position, telephone number, e-mail)	

By submitting the Proposal, the Tenderer hereby:

1. Confirms participation in the Open competition “Aerodynamic impact assessment”, ID No RBR 2025/1;
2. Informs that the following entities and/or persons comply with the following exclusion grounds (if any):

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

3. Confirms that, if the Tenderer will be awarded the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities for the proposed price and in accordance with the requirements of the Annex No 1 “Technical specification” of the Regulations;
4. Confirms that Regulations is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it shall fulfil all conditions of



the Regulations as well as enter into a Contract in accordance with the draft Contract enclosed with the Regulations (Annex No 9 of the Regulations);

5. Confirms that the Tenderer, a person on whose capacity Tenderer relies and Tenderer’s subcontractor are not subjects whose participation in the Procurement is prohibited in accordance with the Section 7.2 and 7.3 of the Regulations;
6. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
7. Confirms that Tenderer has prepared the Proposal without connection with any other person, company or parties likewise submitting a Proposal and that it is prepared in all respects for in good faith, without collusion or fraud;
8. Confirms that Tenderer’s offered services are free from all liens, interests or other rights of third parties;
9. Confirms the period of validity of the proposal for at least 180 (one hundred and eighty) days from the day it is opened;
10. Confirms the impartiality and neutrality of the Tenderer or any of involved Key experts in accordance with Regulations, and confirms that the Tenderer or any of the proposed Key experts will not be jeopardised during the provision of Services, and will not be in a conflict of interest when providing Services.
11. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the procurement process before entry into Contract on the grounds specified in the Regulations or the law;
12. Guarantees that all information and documents provided are true;
13. Confirms<sup>13</sup> that meets the criteria of (please indicate by ticking relevant box):

☐ a small                      ☐ medium                      ☐ other

sized enterprise<sup>14</sup> as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.<sup>15</sup>

14. Information on persons which have a decisive influence<sup>16</sup> 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.	
...	

15. Information on beneficial owners<sup>17</sup> of the Tenderer:

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

<sup>13</sup> Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

<sup>14</sup> 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.

<sup>15</sup> 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](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)

<sup>16</sup> 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.

<sup>17</sup> 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.

...	
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[date of signing]

[name and position of the representative of the Tenderer]

## ANNEX NO 3: CONFIRMATION OF FINANCIAL STANDING

### CONFIRMATION OF TENDERER’S FINANCIAL STANDING FOR THE OPEN COMPETITION “AERODYNAMIC IMPACT ASSESSMENT” (ID NO RBR 2025/1)

#### 1. Section 8.3.1 of the Regulations

Tenderer’s or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly) average financial turnover within the last 3 (three) financial years (2022, 2023, 2024) is not less than 300 000 EUR (three hundred thousand euros) per year.

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

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

No	Year	Total Turnover in EUR	Notes
The Tenderer or each member of the partnership (if the Tenderer is a partnership) <u>on whose capacity Tenderer is relying to certify its financial and economic performance</u> (Section 8.3.1 of the Regulations) and who will be financially and economically responsible for fulfilment of the Contract or other entity on whose capacity Tenderer is relying (if the Tenderer is relying on other entity’s capacity) to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract:			
Name of the Tenderer/member of a partnership/other entity			
1.	2024		
2.	2023		
3.	2022		
<b>Average annual turnover</b> within the last 3 (three) financial years			

#### 2. Section 8.3.2 of the Regulations

The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract and other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, shall have stable financial and economic performance, namely, in the last audited financial year liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 (one) and shall have positive equity.

Name of the Tenderer/member of partnership/other entity

$$\text{liquidity ratio} = \frac{\text{current assets}}{\text{short – term liabilities}} = \text{—}$$

*equity = total assets – total liabilities = \_\_\_\_\_*

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[date of signing]

[name and position of the representative of the Tenderer]

**ANNEX NO 4: EXPERIENCE OF THE TENDERER**

**DESCRIPTION OF THE TENDERER’S EXPERIENCE FOR THE OPEN COMPETITION  
“AERODYNAMIC IMPACT ASSESSMENT”  
(ID NO RBR 2025/1)**

**TABLE NO 1 (SECTION 8.4.1 OF THE REGULATIONS)**

No	Client	Client’s contact information for references (name of representative, phone, e-mail) <sup>18</sup>	Period of the contract (dd/mm/yyyy – dd/mm/yyyy)	Topic of the assessment/ study	Value of the assessment/ study (EUR)	Software used	Description of the services
1.							
2.							
n+1							

**TABLE NO 2 (SECTION 8.4.2 OF THE REGULATIONS)**

No	Client	Client’s contact information for references (name of representative, phone, e-mail) <sup>19</sup>	Period of the contract (dd/mm/yyyy – dd/mm/yyyy)	Topic of the assessment/ study	Value of the assessment/ study (EUR)	Software used	Description of the services
1.							
2.							
n+1							

<sup>18</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.1 of the Regulations.

<sup>19</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.2 of the Regulations.

**DESCRIPTION OF TENDERER'S DIGITAL TRAIN MODELS' LIBRARY (SECTION 8.4.3 OF THE REGULATIONS)****Description of Tenderer's digital train models' library**

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[date of signing]

[name and position of the representative of the Tenderer]

**ANNEX NO 5: EXPERIENCE OF THE EXPERT**

**DESCRIPTION OF THE EXPERT'S EXPERIENCE FOR THE OPEN COMPETITION  
"AERODYNAMIC IMPACT ASSESSMENT"  
(ID NO RBR 2025/1)**

*The Tenderer submits the applicable completed form for the proposed Key expert(s)*



TABLE NO 1 (SECTION 8.4.4.1 OF THE REGULATIONS)

GENERAL INFORMATION:

Key expert \_\_\_\_\_ (Name, Surname), \_\_\_\_\_ (phone, e-mail)

No	Client	Client's contact information for references (name of representative, phone, e-mail) <sup>20</sup>	Period of the contract (dd/mm/yyyy – dd/mm/yyyy)	Topic of the assessment/ study	Description of the services
1.					
2.					
n+1					

I confirm that I have consented that my candidature is proposed in the Open competition "Aerodynamic impact assessment", ID No RBR 2025/1.

I confirm that my objectivity and neutrality as proposed Key expert is valid on the last day of the proposal submission deadline, and confirm that I will not be in a conflict of interest during execution of the Contract.

I confirm that in case the Tenderer [*name of the Tenderer or members of the partnership*] will conclude the Contract as the result of the Open competition I will participate as Key expert in the execution of the Contract.

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[date of signing] [signature] [name of the expert]

<sup>20</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.4.1. of the Regulations.

**TABLE NO 2 (SECTION 8.4.4.2. OF THE REGULATIONS)**

**Key expert** \_\_\_\_\_ (Name, Surname), \_\_\_\_\_ (phone, e-mail)

No	Client	Client's contact information for references (name of representative, phone, e-mail) <sup>21</sup>	Period of the contract (dd/mm/yyyy – dd/mm/yyyy)	Topic of the assessment/ study	Description of the services
1.					
2.					
n+1					

I confirm that I have consented that my candidature is proposed in the Open competition "Aerodynamic impact assessment", ID No RBR 2025/1.

I confirm that my objectivity and neutrality as proposed Key expert is valid on the last day of the proposal submission deadline, and confirm that I will not be in a conflict of interest during execution of the Contract.

I confirm that in case the Tenderer [*name of the Tenderer or members of the partnership*] will conclude the Contract as the result of the Open competition I will participate as Key expert in the execution of the Contract.

[date of signing]

[signature]

[name of the expert]

<sup>21</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.4.2. of the Regulations.

**TABLE NO 3 (SECTION 20.2.3.1. OF THE REGULATIONS)**
**GENERAL INFORMATION:**

Key expert \_\_\_\_\_ (Name, Surname), \_\_\_\_\_ (phone, e-mail)

No	Client	Client’s contact information for references (name of representative, phone, e-mail) <sup>22</sup>	Period of the contract (dd/mm/yyyy – dd/mm/yyyy)	Topic of the assessment/ study	Description of the services
1.					
2.					
n+1					

I confirm that I have consented that my candidature is proposed in the Open competition “Aerodynamic impact assessment”, ID No RBR 2025/1.

I confirm that my objectivity and neutrality as proposed Key expert is valid on the last day of the proposal submission deadline, and confirm that I will not be in a conflict of interest during execution of the Contract.

I confirm that in case the Tenderer [*name of the Tenderer or members of the partnership*] will conclude the Contract as the result of the Open competition I will participate as Key expert in the execution of the Contract.

\_\_\_\_\_

[date of signing] [signature] [name of the expert]

<sup>22</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 20.2.3.1. of the Regulations.

TABLE NO 4 (SECTION 20.2.3.2. OF THE REGULATIONS)

## GENERAL INFORMATION:

Key expert \_\_\_\_\_ (Name, Surname), \_\_\_\_\_ (phone, e-mail)

No	Client	Client’s contact information for references (name of representative, phone, e-mail) <sup>23</sup>	Period of the contract (dd/mm/yyyy – dd/mm/yyyy)	Topic of the assessment/ study	Standard that was applied		Justification for being equivalent to EN 14067-4:2024
					EN 14067-4:2024	Equivalent	
1.					<input type="checkbox"/>	<input type="checkbox"/>	
2.					<input type="checkbox"/>	<input type="checkbox"/>	
n+1					<input type="checkbox"/>	<input type="checkbox"/>	

I confirm that I have consented that my candidature is proposed in the Open competition “Aerodynamic impact assessment”, ID No RBR 2025/1.

I confirm that my objectivity and neutrality as proposed Key expert is valid on the last day of the proposal submission deadline, and confirm that I will not be in a conflict of interest during execution of the Contract.

I confirm that in case the Tenderer [name of the Tenderer or members of the partnership] will conclude the Contract as the result of the Open competition I will participate as Key expert in the execution of the Contract.

---

[date of signing]

[signature]

[name of the expert]

<sup>23</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 20.2.3.2. of the Regulations.

**TABLE NO 5 (SECTION 20.2.3.3. OF THE REGULATIONS)**

**GENERAL INFORMATION:**

**Key expert** \_\_\_\_\_ (Name, Surname), \_\_\_\_\_ (phone, e-mail)

I confirm that I have consented that my candidature is proposed in the Open competition "Aerodynamic impact assessment", ID No RBR 2025/1.

I confirm that my objectivity and neutrality as proposed Key expert is valid on the last day of the proposal submission deadline, and confirm that I will not be in a conflict of interest during execution of the Contract.

I confirm that in case the Tenderer [*name of the Tenderer or members of the partnership*] will conclude the Contract as the result of the Open competition I will participate as Key expert in the execution of the Contract.

[date of signing]

[signature]

[name of the expert]

<sup>24</sup> In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 20.2.3.3. of the Regulations.

## ANNEX NO 6: OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES

A LIST OF OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES TO MEET THE REQUIREMENT OF THE  
OPEN COMPETITION

“AERODYNAMIC IMPACT ASSESSMENT”

(ID NO RBR 2025/1)

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

---

[date of signing]

[name and position of the representative of the Tenderer]

**ANNEX NO 7: SUBCONTRACTORS**

**A LIST OF THE SUBCONTRACTORS FOR THE OPEN COMPETITION  
“AERODYNAMIC IMPACT ASSESSMENT”  
(ID NO RBR 2025/1)**

No	Name of the sub-contractor (registration No., legal address)	Sub-contracted tasks			
		Description of the sub-contracted task	Amount, EUR (without VAT)	% from the proposed price	Size of the enterprise <sup>25</sup>
<b>I</b>	<b>Subcontractors the value of services to be provided by which amounts to at least EUR 10 000 (ten thousand euros)</b>				
1					
2					
n+1					
<b>Total:</b>					
<b>II</b>	<b>Subcontractors the value of services to be provided by which amounts below EUR 10 000 (ten thousand euros)</b>				
1					
2					
n+1					
<b>Total:</b>					
<b>Total (I+II)</b>					

---

 [date of signing]

[name and position of the representative of the Tenderer]

<sup>25</sup> Please indicate the size of enterprise (small, medium or other) as defined in the Article 2 of Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise. Available here: [http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L\\_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC](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)



## ANNEX NO 8: FINANCIAL PROPOSAL

### FINANCIAL PROPOSAL FOR THE OPEN COMPETITION "AERODYNAMIC IMPACT ASSESSMENT" (ID NO RBR 2025/1)

#### I SERVICES (Section 2.1.2. of Annex No 1 "Technical specification" of the Regulations)

The Tenderer [*name of the Tenderer*] offers to deliver Services in accordance with the Annex No 1 "Technical specification" of the Regulations for the price<sup>26</sup> of

\_\_\_\_\_EUR\* (\_\_\_\_ *total price in words* \_\_\_\_\_), excl. VAT<sup>27</sup>.

#### II ADDITIONAL SERVICES (Section 2.1.3. of Annex No 1 "Technical specification" of the Regulations)

The Tenderer [*name of the Tenderer*] offers to deliver additional services in accordance with the Annex No 1 "Technical specification" of the Regulations for the following prices<sup>28</sup>:

No	Additional service	Price (EUR/h without VAT)
1.	Project manager's hourly rate	
2.	Expert's hourly rate	
3.	Average hourly rate for additional works (project manager's and expert's average hourly rate)	**

\* Financial proposal that will be evaluated in accordance with Section 20.3.1. of the Regulations.

\*\* Financial proposal that will be evaluated in accordance with Section 20.3.2. of the Regulations.

[date of signing]

[name and position of the representative of the Tenderer]

<sup>26</sup> When preparing the Financial proposal, the rules of Section 11 of the Regulations must be considered.

<sup>27</sup> Price for the Services proposed by Tenderer has to meet the requirements stipulated in the Section 6.5 and 11.9 of the Regulations.

<sup>28</sup> When preparing the Financial proposal, the rules of Section 11 of the Regulations must be considered.

**ANNEX NO 9: DRAFT CONTRACT (PLEASE REFER TO A SEPARATE DOCUMENT)**

## ANNEX NO 10: DRAFT NON-DISCLOSURE UNDERTAKING

## NON-DISCLOSURE UNDERTAKING

Reg. No. [Contracting authority's registration number]

[Riga]

[date OR The date of this document is the date of the timestamp of the last affixed qualified electronic signature]

This non-disclosure undertaking (the "**Undertaking**") is issued by:

[**company name**], a company registered in [**country of registration and name of the registry**] under the registration No. [**registration number**], having its registered address [**registered address**] (the "**Contractor**"), represented by [**position, name, surname**] based on [**basis of the right of representation**].

1. **Purpose.** The Contractor recognises that in order to **prepare and submit the proposal for open competition "Aerodynamic impact assessment" (identification number: RBR 2025/1)** (the "**Activity**"), RB Rail AS, reg. No 40103845025 (the "**RB Rail**") will provide to the Contractor certain information on RB Rail that meet the characteristics specified in Clause 2 of this Undertaking and that must be carefully protected (the "**Confidential Information**"). This Undertaking is intended to certify to RB Rail that the Confidential Information (including the Confidential Information previously disclosed to other parties in relation to the purpose indicated in this Clause or information yet to be created) shall be protected against unauthorised use or disclosure and that the Contractor will be compliant with and accepts all the terms and conditions incorporated in the Undertaking.
2. **Confidential Information**, inter alia, means all and any technical and non-technical information that is related to RB Rail and/or Rail Baltica Global Project, including, but not limited to - **annexes of the Technical specification of open competition "Aerodynamic impact assessment" (identification number: RBR 2025/1)** and any other type of reports, patents, patent applications, results of research, product plans, products, developments, business plans, marketing or finance related statements and deliberations, agreements with third parties, software (including source and object code), information about inventions, processes, designs, drawings, engineering, formulae, markets, algorithms, services, customers, etc. – irrespective of whether it has been disclosed in oral, visual machine-readable or written form, recorded or embodied in whatever medium – received before, during or after implementation of the Activity and irrespective whether it is specified as "Confidential"; "Limited Access Information".

The Confidential Information cannot be disclosed to any third parties/persons or made public under any circumstances, except as set in the Undertaking.

For the avoidance of doubt, the Confidential Information, inter alia, includes information that:

- (i) will be created within implementation of the Activity;
- (ii) will be received from RB Rail in connection to the implementation of the Activity irrespective whether it is specified as "Confidential"; "Limited Access Information" etc.

In case of doubt, whether respective information is confidential, the Contractor will process and handle such information as the Confidential Information until RB Rail confirms otherwise.

3. **Obligations of the Contractor:**

- 3.1. not to use the Confidential Information for purposes that are not related to the performance of the Activity;
- 3.2. not to disclose or permit disclosure of any Confidential Information to third parties or to directors, officers, employees, consultants or agents of the Contractor, except to those directors, officers, employees, consultants and agents of the Contractor or other third persons who are required to have

the Confidential Information in relation to the implementation of the Activity and whose involvement in the implementation of the Activity RB Rail could reasonably expect;

- 3.3. if the Confidential Information is to be disclosed pursuant to Clause 3.2. of this Undertaking, prior to disclosure of the Confidential Information, the Contractor is obliged to: (a) inform individual receiving the Confidential Information of the confidential nature of the Confidential Information, and that some or all of such Confidential Information may be price-sensitive information (commercial secret); and (b) ensure that any person to whom the Confidential Information is to be given has undertaken the same confidentiality obligations in relation to the Confidential Information as included in this Undertaking;
- 3.4. to take all reasonable measures to protect and avoid disclosure or use of the 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 Contractor utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care;
- 3.5. to notify RB Rail in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Confidential Information which may come to the Contractor's attention;
- 3.6. to notify RB Rail 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 Contractor shall not be liable to RB Rail with regard to disclosure of any Confidential Information if it:
  - 4.1. have been made public in a way that does not constitute a violation of this Undertaking;
  - 4.2. becomes known to the Contractor, without restriction, from a source other the RB Rail without breach of this Undertaking by the Contractor and otherwise not in violation of the RB Rail's rights;
  - 4.3. is disclosed with the prior written approval of RB Rail.
5. **Limitations imposed by law.** The obligation not to disclose the Confidential Information does not apply when it results from the applicable provisions of law, i.e., when persons entitled by law demand its disclosure. In the event that the Contractor receives a Disclosure Order, the Contractor shall disclose only that portion of the Confidential Information which it is legally required to disclose, and prior to such disclosure, the Contractor, if permitted by applicable law, shall give the RB Rail, and its legal counsel, an opportunity to review the Confidential Information in prior to the disclosure.
6. **Access and protection of the Confidential Information.** Access to the Confidential Information might be performed in oral, paper form or in electronic (digital) form using the agreed electronical document exchange and storage site in the IT infrastructure of RB Rail. RB Rail shall grant access rights to document exchange and storage site, in case an exchange in electronic (digital) form will be used. A user's account in said storage site shall be linked to an e-mail of the Contractor's representative that contains the Contractor's e-mail domain (Internet network address). The Contractor shall apply appropriate IT solutions to protect acquired Confidential Information which are not worse than solutions which the Contractor applies to protect its own confidential information and which can be used to meet the requirements of the Undertaking.

Confidential Information shall be managed under the following principles:

- (i) "**Need to know**" principle: the Contractor 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 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. **Return of Materials.** All Confidential Information supplied to the Contractor shall be destroyed or promptly returned to RB Rail, accompanied by all copies of such Confidential Information made by the Contractor, within five (5) business days after the written request from RB Rail is received and the Contractor shall use reasonable endeavors to ensure that anyone to whom the Contractor 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.
8. **Liability.** The Contractor is aware that unauthorised disclosure of the Confidential information may result in civil, administrative or criminal liability.
9. **Remedies.** In the event that the Contractor breaches its commitments under the Undertaking (e.g., in the case of unauthorized disclosure of the Confidential Information), the Contractor shall pay liquidated damages EUR 10 000 (ten thousand euro) per each material breach of the Contract and compensate all damages to the RB Rail arising out of or in connection with any such breach of the Contract. The Contractor agrees that its obligations set forth in this Undertaking are necessary and reasonable in order to protect RB Rail and its business and the Contractor expressly agree that due to the unique nature of the Confidential Information, only monetary damages would be inadequate to compensate RB Rail for any breach by the Contractor of its covenants and agreements set forth in this Undertaking. Accordingly, the Contractor agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to the RB Rail and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the RB Rail shall be entitled to obtain injunctive relief against the threatened breach of this Undertaking or the continuation of any such breach by the Contractor.
10. **Governing Law and Dispute Resolution .** The Contractor acknowledges that this Undertaking and all acts and transactions pursuant hereto and the rights and obligations of the Contractor and RB Rail shall be governed, construed and interpreted in accordance with the laws of the Republic of Latvia, without giving effect to principles of conflicts of laws. All disputes arising out of or in connection with this Undertaking shall be dealt with by amicable negotiations. If the Contractor and RB Rail are unable to reach an agreement by negotiations, then any dispute, disagreement or claim arising from this Undertaking shall be finally resolved by Riga City Court (in Latvian – *Rīgas pilsētas tiesa*) of the Republic of Latvia.
11. **Amendment and Waiver.** Any term of this Undertaking may be amended with the written consent of RB Rail and the Contractor. Failure to enforce any provision of this Undertaking shall not constitute a waiver of any term hereof.
12. **Inside Dealing.** The Contractor 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 law and the Contractor undertakes not to use any Confidential Information for any unlawful purpose.
13. **Personal data processing.** In case during implementation of the Undertaking and/or Activity the Contractor transfers personal data to the RB Rail, the Contractor shall be responsible for obtaining the consent of the data subjects concerned or shall ensure that other legal grounds for data processing exists and without delay shall inform such data subjects that in order to achieve goals linked with the Activity identified in Clause 1 of this Undertaking their personal data will be processed by RB Rail.

14. **Duration of the Undertaking**. The Contractor acknowledges that all obligations contained in this Undertaking shall be binding to the Contractor at the moment when the Undertaking is signed by the Contractor and shall be effective for unlimited time period or maximum time period allowed by the governing laws.

**On behalf of the Contractor:**

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[name, surname]

[company]

[position]

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