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No 6.1/2017-62

**Answers to the questions from the interested suppliers  
in open competition "Design guidelines for Rail Baltic / Rail Baltica Railway",  
id. No RBR 2017/1**

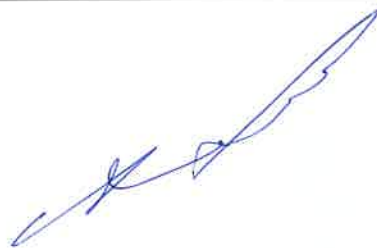
RB Rail AS presents the following answers to the questions received until 24 February, 2017 from the interested suppliers:

No	Question	Answer
1.	<p>We are contacting you concerning the point <u>8.3.1. a) i) "Master's degree (or equivalent) in transport systems/ logistics or railway design/ civil engineering or equivalent education"</u></p> <p>Please could you confirm us if <u>"... or equivalent education"</u> is in correlation with:</p> <ul style="list-style-type: none"> <li>- the level of the study? Meaning master degree?</li> <li>- Or with the domain of the studies? Meaning "in transport systems/ logistics or railway design/ civil engineering"</li> </ul> <p>Concretely, our expert has a Master Degree in "Company Business management / Innovative Company Management, Economic Science" and a "Master degree in Marketing technics" and the expert has spent all his carrier in design railway projects. Would these diplomas be accepted by you?</p>	<p>We confirm that per section 8.3.1. a) i) <u>"... or equivalent education"</u> is meant the domain of the studies, equivalent to transport systems/ logistics or railway design/ civil engineering.</p> <p>As regards to your described expert Procurement commission can not interfere in proposal preparation or evaluate any of proposal content before submission.</p>
2.	<p>According to the paragraph number 3.1 of the Agreement on preparation of design guidelines and draft operating rules, First interim report should be submitted to the Contracting Authority in week 10. Preparation of the First interim report considers that the WP1 and all the Tasks inside are finished. According to the Technical specifications, WP1 is divided into 5 Tasks.</p> <p>Taking into consideration the following facts:</p> <ul style="list-style-type: none"> <li>• Task 1.4 cannot start before tasks 1.1, 1.2 and 1.3 are finalized and approved by the Contracting Authority for which Contracting Authority needs maximum 14 days;</li> <li>• The final list of documents for Task 1.1 is still unknown and most probably not translated to the English language;</li> </ul>	<p>National railway operational legislation is publicly available. As to knowledge of Contracting authority, legislation is partly available in English. It is Tenderers responsibility to translate any documents in the most convenient language for Tenderer.</p> <p>Please note that the greatest part of national studies is publicly available at the following web pages:  <a href="http://railbaltica.info/">http://railbaltica.info/</a>  <a href="http://railbaltic.info/et/">http://railbaltic.info/et/</a>  <a href="http://www.rail-baltica.lt">http://www.rail-baltica.lt</a></p> <p>However most of studies are in national language.</p>

	<ul style="list-style-type: none"> <li>• For the decision making inside Task 1.4 Contracting Authority needs maximum 30 days;</li> </ul> <p>it is too optimistic to finalize the WP1 in 10 weeks. By such a tight deadline Contracting Authority puts the International Contractors in unfavorable position.</p> <p>Please provide the list of documents that Contracting Authority will provide to the Contractor for analysis of the current situation (see WP1: analysis of national (Lithuanian, Latvian and Estonian) railway operation and construction legislation also national studies documents). Furthermore, please clarify in which language the Contracting Authority will provide the documents.</p> <p>If translations from Lithuanian, Latvian and Estonian have to be prepared, the total amount of 10 weeks to deliver and finish WP1 is not sufficient, taking also into consideration 30 days for checking and approval for WP1. Please clarify.</p>	
3.	<p>Within the ToR, requirements for the experts, it is stated that for position e) an Expert for Signaling and telecommunication is required. We would like to point out, that there is no expert who covers both fields in a way to satisfy the requirements and expectation from the ToR. Either the experts covers signaling or telecommunication field. Therefore, please clarify, if two experts, one for signaling and one for telecommunication can be submitted within the offer.</p>	<p>One person has to be proposed for particular position and he must comply with all criteria stated under this section.</p> <p>However, Tenderer can involve additional personnel for provision of services and describe its approach in Technical proposal.</p>
4.	<p>Within the Technical Specifications, point 33, it is stated that the Contractor has to study at least two most similar countries or cases to Rail Baltic/ Rail Baltica railway. Prior to best practice study, the Contractor must identify and present to the Contracting Authority for his approval and selection at least five countries.</p> <p>For the Consultant, the approach is not clear. We kindly ask you to clarify the procedure in more details. Please specify which criteria will be used to define which country should be analyzed. Who will provide the required inputs to be analyzed from the chosen countries if the Contractor does not have the access to them.</p>	<p>Tenderer is required to propose five countries at its discretion and out of them Contracting authority shall select at least two countries for analysis.</p>
5.	<p>In accordance with Article 4.4.3 of the Agreement on Preparation of Design Guidelines and Draft Operating Rules, the last payment of the contract fee is payable within 10 days after acceptance by the Company of the <b>Final Completion Report</b>.</p>	<p>Please refer to Section 78 of the Technical Specification that states: Approval through Contracting authority – one week after reception.</p>

	Please clarify, how long is the period of acceptance for the Final Completion Report by the Contracting Authority.	
6.	Since the Agreement does not mention an acceptance act for the <b>Inception and Second Interim Report</b> (Agreement, Article 4.4.1, 4.4.2), can you please confirm that the payments for those reports will be due after their delivery (without an acceptance act).	Please refer to the Section 3.6. of the Draft agreement that states: "The Deliverables set out in Section 3.1 submitted to the Company shall be deemed to have been accepted by the Company upon signature by the Company of the respective act of acceptance."
7.	Liability: the Agreement contains an unlimited liability for the Contractor, which is quite uncommon for European Tenders. Usually the Tenders stipulate at least a limitation of the liability to the contractual fee. Does the Contracting Authority foresees any common limitation, e.g. to the contractual fee? Please clarify.	Please refer to the Section 6.1. of the Draft Agreement that states: "In the event of delay with performance of any of its obligations set forth in this Agreement, the Contractor shall pay the Company a contractual penalty in the amount of 0.1% (zero point one per cent) of the Fee for each day of delay; provided, however, that the total amount of the contractual penalty shall not exceed 10% (ten per cent) of the Fee."
8.	Chapter 3.3. Project Execution Site, point 66, specifies that the primary base for the project will be the office facilities of the Contractor. Does that imply that the Contractor has to open an office in Latvia and register as taxpayer in Latvia?	It's Contractors decision whether it deems necessary to have office in Region for provision of services.
9.	Please clarify until which percent of the overall Contract value is allowed to sub-contract services? Is there limitation per specific Sub-contractor?	There is no such limitation.
10.	As a final outcome Contracting Authority expects the Rail Baltic Operational rules manual (draft) and Rail Baltic Design Guidelines manual. Can you confirm that the final output are not Design Guidelines, but actually the Protocol manual for implementation of the technically and economically justified standards based on the results collected in WP1. If not, can you explain in more detail the content that the Contracting Authority expects to be covered in Operational rules manual and Design Guidelines manual.	In accordance with Section 38 of the Technical specification, the meaning of the draft operational manual is the contractor prepares at least those operational rules which are needed to design the railway line.

Procurement commission  
chairman



Aigars Kivliņš