

REGULATION

**FEASIBILITY AND TECHNICAL FRAMEWORK STUDY FOR A RAIL BOUND (LIGHT
RAIL OR TRAM) CONNECTION FROM RB ÜLEMISTE PASSENGER TERMINAL TO
TEN-T CORE NETWORK TALLINN PASSENGER PORT (OLD CITY HARBOUR /
VANASADAM)**

OPEN COMPETITION

(IDENTIFICATION NO RBR 2017/6)

Riga, 2017



Co-financed by the European Union
Connecting Europe Facility

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REGULATION

1. OPEN COMPETITION IDENTIFICATION NUMBER, CONTRACTING ENTITY AND FINANCING

- 1.1. The identification number of this open competition is RBR 2017/6.
- 1.2. The applicable CPV codes are: 71300000-1; 71241000-9.
- 1.3. The contracting entity is joint stock company RB Rail AS. Legal address: K. Valdemāra iela 8-7, Rīga LV-1010, Latvia. (hereinafter – **Contracting authority**). The Contracting authority conducts this procurement for the benefit of the Ministry of Economic Affairs and Communications of the Republic of Estonia.
- 1.4. The open competition is financed by the Estonian state and Connecting Europe Facility (CEF).

2. OPEN COMPETITION REGULATION

- 2.1. This open competition is organised in accordance with the Public Procurement Law of Latvia in effect on the date of publishing the contract notice.
- 2.2. The open competition regulation and all its appendixes are freely available at the Internet webpage of the Contracting authority <http://railbaltica.org/en/procurements>.
- 2.3. The amendments to the open competition regulation and answers to suppliers' questions shall be published on the Contracting authority's Internet webpage <http://railbaltica.org/en/procurements>. It is the supplier's responsibility to constantly follow the information published on the webpage and to incorporate it in its proposal.
- 2.4. Contact persons of the Contracting authority are:
 - 2.4.1. Procurement organizational aspects: Procurement Manager Aigars Kivliņš, telephone +371 27167687, e-mail address: aigars.kivlins@railbaltica.org, Lead Procurement Specialist Mārtiņš Blaus, telephone: +371 28118533, e-mail address: martins.blaus@railbaltica.org;
 - 2.4.2. In aspects concerning the subject matter of open competition: Planning and Implementation Manager Kaido Zimmermann, telephone +372 5052649, e-mail address: kaido.zimmermann@railbaltica.org.

3. SUBJECT OF THE OPEN COMPETITION

- 3.1. The subject of the open competition is conduct of a study in order to pre-design an optimal solution, from a technical and economic standpoint, for the connection between Vanasadam and Rail Baltica Railway Station Tallinn Ülemiste transport nodes that form a main part on the North-Sea Baltic Core Network Corridor (hereinafter - **Study**), and obtain a building permit.
- 3.2. The main objective is to ensure an efficient link between both TEN-T nodes, by providing a sustainable, high quality, high capacity and fast connection, in order to integrate urban, suburban and international passenger flows. The Study shall result in the development of different alternatives with technical, technological and spatial solutions for the connection needed. These alternatives have to include a cost-benefit analysis and the recommendation for the best option. On the basis of recommendations a complete structural pre-design shall be provided, including a detailed cost calculation for the construction of the chosen alternative and acquiring all necessary building permits. The pre-design shall be thorough enough to design, organise the construction of the selected

route, and acquire the building permits needed and it shall be done in accordance with the Technical Specification (Appendix 3) and the Contract on the provision of services (hereinafter – **Contract**) (Appendix 4).

4. TENDERER

4.1. The proposal can be submitted by:

4.1.1. A supplier, who is a legal or natural person (hereinafter – **Tenderer**);

4.1.2. A group of suppliers (hereinafter also – **Tenderer**). In this case all the members of the group shall be listed in Appendix 1 of the regulation "Financial proposal" as well as an agreement to participate in the open competition and agreement about representation rights signed by all members of the group shall be added to the Tenderer's proposal. If it will be decided to award contracting rights to such group of suppliers, then prior to concluding the Contract the group of suppliers shall enter into a partnership agreement (within the meaning of Latvian Civil Law Sections 2241-2280) and shall submit one copy of this agreement to the Contracting authority. The partnership agreement can be replaced with the establishment of a general partnership (within the meaning of Latvian Commercial Law, Chapter IX) and by notifying the Contracting authority in writing.

4.1.3. A partnership (a general partnership or a limited partnership, within the meaning of Latvian Commercial Law, Chapter IX-X) (hereinafter also – **Tenderer**). In this case all the members of the partnership shall be listed in Appendix 1 of the regulation "Financial proposal".

4.2. Tenderer's selection documents are stipulated in the Section 9 of this Regulation and in Appendix 2 "Qualifications".

5. PROPOSAL (BID) SECURITY

5.1. The Tenderer along with the Proposal must submit a proposal (bid) security in the amount of 5 000 EUR (*five thousand euros*) (hereinafter – **Security**).

5.2. The Security may be:

5.2.1. A bank guarantee;

5.2.2. An insurance policy.

5.3. The bank guarantee must comply with the following requirements:

5.3.1. The guarantor must pledge to pay the Contracting authority the sum of the Security in cases stipulated in Section 5.7 of this Regulation;

5.3.2. The guarantee must be in force for the term stipulated in this Regulation;

5.3.3. The guarantee must be irrevocable;

5.3.4. The Contracting authority shall not be obliged to demand the Security from the Tenderer prior to submitting the request to the guarantor;

5.3.5. The Uniform Rules for Demand Guaranties, ICC Publication No.758, issued by the International Chamber of Commerce (ICC), are applicable to the guarantee, but in matters which are not regulated by the aforementioned International Chamber of Commerce (ICC) Rules, the regulatory enactments of the Republic of Latvia are applicable to the guarantee. Claims and disputes in relation to this guarantee shall be examined in the court of the Republic of Latvia, in accordance with the laws of the Republic of Latvia.

5.4. The insurance policy must comply with the following requirements:

- 5.4.1. The insurer must pledge to pay the Contracting authority the sum of the Security in cases stipulated in Section 5.7 of this Regulation;
- 5.4.2. The insurance policy must be in force for the term stipulated in this Regulation and be subject to realization from the opening of the proposal, that is, the insurance premium must be paid by the moment of submitting the proposal, which is proved by a payment certificate enclosed to the proposal;
- 5.4.3. The insurance policy must be irrevocable;
- 5.4.4. The Contracting authority shall not be obliged to demand the Security from the Tenderer prior to submitting the request to the insurer;
- 5.4.5. Claims and disputes in relation to this insurance policy shall be examined in the court of the Republic of Latvia in accordance with the laws of the Republic of Latvia.
- 5.5. If the Tenderer is a group of suppliers or a partnership, then the Security must be formalized in such a way that it applies to all the members of the Tenderer (the name of the Tenderer in the Security must be the same as the name of the Tenderer in the proposal).
- 5.6. The Security shall be in force for the shortest of the terms listed below:
 - 5.6.1. the term of validity of the Security shall be not less than 90 days from the proposal opening day;
 - 5.6.2. until the Contract is concluded.
- 5.7. Upon request of the Contracting authority the Security giver shall pay the sum of the Security to the Contracting authority, if:
 - 5.7.1. the Tenderer revokes its Proposal while the Security is in force,
 - 5.7.2. the Tenderer, whose Proposal is selected in accordance with the proposal selection criterion, does not sign the Contract in the term stipulated by the procurement commission.
- 5.8. After the end of the term of validity of the Security or the conclusion of the Contract the Security shall be returned to the Tenderer.

6. CONTENTS OF THE PROPOSAL

- 6.1. The documents shall be included in the proposal in the following order (hereinafter – **Proposal**):
 - 6.1.1. title page with the title "Proposal for the Open Competition No RBR 2017/6 Feasibility and technical framework study for a rail bound (light rail or tram) connection from RB Ülemiste passenger terminal to TEN-T core network Tallinn passenger port (Old city Harbour / Vanasadam)", name, address and contact information of the Tenderer;
 - 6.1.2. the table of contents with page numeration;
 - 6.1.3. copies of the documents for the Security as requested in Section 5 of this Regulation, including the copy of the payment certificate for the insurance premium (unbound originals in one copy to be attached to the Proposal);
 - 6.1.4. financial proposal filled in and signed in accordance with Section 8 of this Regulation and in a form as provided in Appendix 1 "Financial proposal";
 - 6.1.5. Tenderers' selection documents filled in and signed in accordance with the requirements of Section 4.1 and Section 9 of this Regulation and as stipulated in the Appendix 2 "Qualification".

- 6.1.6. technical proposal in the form provided in Appendix 3 "Technical Specification" of the Regulation along with supporting documents.
- 6.2. The Tenderer shall submit a Proposal sewn or bound together, in written form in English. All documents which are not in English shall be accompanied by a translation in English.
- 6.3. The Tenderer shall submit 1 (one) signed Original, 1 (one) Copy and a digital format (USB format files being in MS Office format and PDF format) copy of the Proposal.
- 6.4. The Proposal may contain original documents or their derivatives (e.g. copies). One shall submit in the proposal or in reply to a request of the procurement commission only such original documents which have legal force. In order for the document to gain legal force it has to be issued and formatted in accordance with the 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. When submitting the Proposal, the Tenderer has the right to certify the correctness of all submitted document derivatives and translations with one certification.
- 6.5. The Proposal must be signed by the person who is legally representing the Tenderer or is authorized to represent the Tenderer in this open competition procedure.
- 6.6. The Tenderer shall submit Proposal in a glued Rup envelope, on which it shall be indicated: "Proposal for the Open competition No RBR 2017/6 Feasibility and technical framework study for a rail bound (light rail or tram) connection from RB Ülemiste passenger terminal to TEN-T core network Tallinn passenger port (Old city Harbour / Vanasadam)". Do not open until 29 May 2017 at 12.00 o'clock". And the address: To the RB Rail AS, K. Valdemāra iela 8-7, Riga, LV-1010. The name, address and telephone number of the Tenderer shall be specified on the envelope.

7. SUBMISSION OF PROPOSAL

- 7.1. Proposal (documents referred to in Section 6 of this Regulation) shall be submitted personally, by courier or registered mail to the RB Rail AS, K. Valdemāra iela 8-7, Riga, LV-1010, **by 29 May 2017 till 12:00 o'clock**.
- 7.2. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal shall be submitted, the Proposal will not be reviewed.
- 7.3. The Tenderer may submit a Proposal only for the whole subject matter of the Open competition in total. Proposals for only part of the subject-matter will not be reviewed.
- 7.4. Tenderer may recall or amend its submitted Proposal before the expiry for the deadline for the submission of Proposals. In case of amendments, the Tenderer has to clearly indicate on the Proposal that the Proposal is amended by indicating: "AMENDMENTS" in addition to the information mentioned in Section 6.6.
- 7.5. Proposals submitted after the expiry of the deadline for the submission of the Proposals will not be reviewed.

8. FINANCIAL PROPOSAL

- 8.1. The Financial Proposal shall be submitted using the form provided in Appendix 1 "Financial proposal".
- 8.2. The proposed contract price shall be determined in *euro* without value added tax (hereinafter – VAT).
- 8.3. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the specific job that can be reasonably estimated, except VAT.

The prices are fixed for all the term of the fulfilment of the Contract and are not recalculated, except in cases stipulated in the Contract.

9. TENDERER'S SELECTION DOCUMENTS

- 9.1. A Tenderer shall submit the following information as Tenderer's selection documents along with Proposal:
 - 9.1.1. agreement as stipulated in Section 4.1.2 (if required);
 - 9.1.2. for entities registered in Latvia: a document about the rights of the authorized person to represent the company by signing the Proposal and other documents included in the Proposal, if the aforementioned person is not a legal representative of the entrepreneur registered in the commercial register. For entities registered abroad: a certificate from a competent institution or a printout from the commercial register done in accordance with the procedure in force in the country in question and a document evidencing the right to represent the entity and submit the Proposal and any other document or statement under this Regulation;
 - 9.1.3. a table about the experience of the Tenderer completed in accordance with the requirements stipulated in the Appendix 2 "Qualification" of the Regulation and the documents supporting it;
 - 9.1.4. a table about the experience of the experts involved in the fulfilment of the Study completed in accordance with the requirements stipulated in the Appendix 2 "Qualification" of the Regulation and the documents supporting it;
 - 9.1.5. Educational and professional documents of the experts;
 - 9.1.6. Signed confirmation of each expert that he/she agrees to be proposed as an expert by the Tenderer in this open competition and that he/she will participate in the conduct of the Study in case the public procurement contract will be concluded with the relevant Tenderer.
- 9.2. The Tenderer, in order to certify that it complies with the above listed requirements for Tenderers' selection in accordance with Section 49 of the Public Procurement Law, may submit the European single procedure document as initial proof. This document must be submitted in paper format, and for each person upon whose capabilities the Tenderer relies, and for each of their indicated subcontractors, the value of whose services amounts to at least 10 (ten) per cent of the value of the Contract, but if the Tenderer is a group of persons or a partnership – for each member thereof. In order to fill in the European single procedure document the Tenderer uses the "ESPD.xml" file at the Internet webpage <https://ec.europa.eu/growth/tools-databases/espd/filter?lang=lv#>.

10. SUBCONTRACTORS

- 10.1. The Tenderer shall indicate in the Proposal all the subcontractors of the Tenderer, and indicate the share of the Study entrusted to each such subcontractor at least in the following amount:

No	Name of Subcontractor	Part of the Study to be performed by Subcontractor		
		Description of the tasks to be performed by subcontractor	Value (EUR)	% from the Contract Price
1.				
2.				
3.				

4.				
		Total:		

- 10.2. The Tenderer to whom the rights to conclude the Contract should be assigned, upon request of procurement commission shall change a subcontractor, whose share is at least 10 per cent of the overall value of the Contract, in case the event stipulated in Section 42 (7) of the Public Procurement Law occurs.
- 10.3. The change of subcontractors during the period of fulfilling the Contract or the involvement of new subcontractors in the fulfilling of the Contract shall be carried out according to the following procedure:
- 10.3.1. The change of subcontractors, as well as the involvement of new subcontractors in the fulfilling of the contract, the value of whose part of the Study to be performed is less than 10 (ten) per cent of the overall value of the Contract, can be performed by the Tenderer selected in the open competition procedure (hereinafter - **Contractor**) without coordinating it with the Contracting authority, but informing the Contracting authority 7 (seven) days beforehand about the change or involvement;
- 10.3.2. The change of subcontractors, who are indicated in the Tenderer's Proposal as subcontractors, the value of whose part of the Study to be performed is 10 (ten) per cent of the overall value of the Contract or more (if the Tenderer was not relying on the capabilities of these subcontractors in order to certify the compliance of its qualification to the requirements stipulated in the Regulation), as well as the involvement of subcontractors complying with the aforementioned criterion in the fulfilment of the contract, can be performed by the Tenderer (Contractor) if it has informed the Contracting authority thereof and received a written permission of the Contracting authority. The Contracting authority agrees to the change of the subcontractor or the involvement of a new subcontractor, if the conditions for the exclusion of tenderers stipulated in Clauses 2.-7. of Section 42 (1) of the Public Procurement Law do not apply to them, which the Contracting authority verifies in accordance with Section 62(3) of the Public Procurement Law.
- 10.3.3. The subcontractor, upon whose capabilities the Tenderer (Contractor) was relying upon in the open competition procedure in order to certify the compliance of its qualification to the requirements stipulated in the Regulation, can be changed only with prior permission by the Contracting authority if the proposed subcontractor has the qualifications complying with the requirements stipulated in the Regulation and if the conditions for the exclusion of tenderers stipulated in Section 42 (1) of the Public Procurement Law do not apply to them.

11. OTHER INFORMATION

- 11.1. The procurement commission and the supplier exchange information in writing in English or Latvian (accompanied with translation in English), by sending documents by post, or electronically, or by delivering in person.
- 11.2. The supplier can request additional information regarding the Regulation. Additional information can be requested in writing, by sending it to the procurement commission by post, or electronically, or delivering in person. Additional information must be requested in a timely fashion, so that the procurement commission can give it a reply no later than 6 (six) days prior to the deadline for proposal submission.
- 11.3. The notices and other documents, which are issued by competent institutions of Republic of Latvia in cases stipulated by the Public Procurement Law, are accepted and recognized by the procurement commission, if they are issued no earlier than 1 (one) month prior to

the date of submission, the notices and other documents, which are issued by foreign competent institutions in cases stipulated by the Public Procurement Law, are accepted and recognized by the procurement commission, if they are issued no earlier than 6 (six) month prior to the date of submission.

- 11.4. The supplier covers all expenses, which are related to the preparation of the Proposal and its submission to the Contracting authority. The submitted proposals are not returned to the Tenderer.
- 11.5. For the fulfilment of the specific contract, in order to prove the compliance to the requirements of Appendix 2 "Qualification" of the Regulation, the Tenderer may rely upon the capabilities of other entities, regardless of the legal nature of their mutual relationship:
 - 11.5.1. In this case the Tenderer indicates in Appendix 1 "Financial proposal" of the Regulation all the entities, upon whose capabilities they rely in order to prove their qualification, and proves to the Contracting authority that the Tenderer shall have available all the necessary resources for the fulfilment of the Study, by submitting a signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such entities and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced by the Tenderer with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the Contract;
 - 11.5.2. Documents on cooperation and passing of resources have to be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil the Contract, as well as that during the validity of the Contract the Tenderer will in fact use the resources of such entity upon whose capabilities the Tenderer relies to prove its qualification.
- 11.6. The Tenderer to whom the rights to conclude the Contract should be assigned, upon request of procurement commission shall change the entity upon whose capabilities it relies in case the event stipulated in Clauses 1.-7. of Section 42 (1) of the Public Procurement Law occurs.

12. THE RIGHTS OF THE PROCUREMENT COMMISSION

- 12.1. 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 stipulated in open competition procedure documents. The procurement commission does not demand such documents or information which is already at its disposal or are available in public data bases.
- 12.2. If the Tenderer submits document derivatives, 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.
- 12.3. In the course of proposal assessment the procurement commission has the right to demand that the information included in the technical and financial proposal is clarified.

13. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

- 13.1. The procurement commission ensures the documentation of the process of the open competition procedure.
- 13.2. The commission ensures free and direct electronic access to the open competition procedure documents at the Internet webpage of the Joint-Stock Company "RB Rail AS" <http://railbaltica.org/en/procurements>.

- 13.3. If an interested Tenderer has in a timely fashion in writing by post or by fax, or electronically, or delivering in person, requested additional information about the requirements included in open competition procedure documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the procurement commission provides a response by fax or electronically (if the supplier has requested that the answer be given electronically or if it is impossible to send the response by fax) within 5 (five) days, but no 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 on its Internet webpage <http://railbaltica.org/en/procurements>, where open competition procedure documents are available, indicating the question asked.
- 13.4. If the Contracting authority has amended the open competition procedure documents, it publishes this information on the Contracting authority's Internet webpage <http://railbaltica.org/en/procurements>, where open competition procedure documents are available, no later than a day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication.
- 13.5. 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. In time between the day of the submission of Proposals to the moment of opening thereof the Contracting authority does not give information regarding the existence of other Proposals. In the time period of Proposal assessment to the moment of the announcement of the results the Contracting authority does not give information regarding the assessment process.
- 13.6. The procurement commission assesses the Tenderers and their submitted Proposals based on the Public Procurement Law, open competition procedure documents, as well as other regulatory enactments.
- 13.7. If the procurement commission determines that in accordance with the rules of Public Procurement Law Sections 42, 43, 44, 45, 46, 47, 48 and 49 the information 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 in order to prepare and submit such information. If the procurement commission has demanded to clarify or expand upon the submitted documents, but the Tenderer has not done this in accordance with the requirements stipulated by the procurement commission, the procurement commission is under no obligation to repeatedly demand that the information included in these documents be clarified or expanded upon.
- 13.8. The procurement commission prepares a report on the open competition procedure no later than the day when the announcement of the results of the open competition is submitted for publication. The report, upon request, is issued within 2 (two) working days.

14. THE RIGHTS OF THE TENDERER

- 14.1. The Tenderer can request and within 3 (three) working days after submitting the request receive a copy of the Proposal opening sheet, which is an appendix to the Proposal opening meeting minutes.
- 14.2. If the Contracting authority gets the necessary information about the Tenderer directly from a competent institution, through data bases or other sources, the Tenderer in question has the right to submit a statement or a different document regarding the corresponding fact, if the information obtained by the Contracting authority does not conform to the factual situation.

- 14.3. The Tenderer has the right to submit an application to the Procurement Monitoring Bureau according to the procedure stipulated in the Public Procurement Law regarding the lawfulness of the tender, if it believes that the Contracting authority or the procurement commission have not complied with the requirements of the regulatory enactments regulating the open competition and therefore have violated the legal rights and interests of the Tenderer.

15. OPENING OF PROPOSALS

- 15.1. The opening of Proposals takes place during an open meeting of the procurement commission at 12:00 o'clock on 29 May 2017 at RB Rail AS, Valdemāra iela 8-7, Riga, LV-1010.
- 15.2. The Proposals are opened in order of their submission, by naming the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal, as well as making sure of the presence of documents proving the Security. At the request of a meeting participant the procurement commission shows the Financial proposal, where in accordance with the Financial proposal form the offered price is indicated, making sure that information which is not generally available is not disclosed.
- 15.3. The information announced at the Proposal opening meeting is written down in the submitted Proposal opening sheet, which is signed by the present members of the procurement commission. The copy of the Proposal opening sheet is issued to Tenderers' representatives who are present during the meeting, as well as published on the Contracting authority's Internet webpage <http://railbaltica.org/en/procurements>.

16. SELECTION OF TENDERERS

- 16.1. The procurement commission verifies whether submitted Proposals are compliant to the requirements under Section 6 of the Regulation and selects remaining Tenderers for further evaluation.
- 16.2. For the Tenderer, to whom the right to conclude the Contract should be assigned (Contractor), its subcontractors and persons upon whose capabilities the Tenderer was relying upon in the open competition procedure in order to certify the compliance of its qualification to the requirements stipulated in the Regulation one of the following events has come into effect:
- 16.2.1. for the Tenderer, to whom the right to conclude the Contract should be assigned, one of the events stipulated in Section 42(1) of the Public Procurement Law has come into effect. However, the procurement commission when making the decision takes also into account the deadlines described in Section 42 (3) of the Public Procurement Law and circumstances described in Article 42 and 43 of the Public Procurement Law;
- 16.2.2. the Tenderer has submitted false information for the assessment of its selection or qualifications or has not submitted the demanded information at all, and this information has significant importance for Tenderers' selection procedure;
- 16.2.3. the Tenderer has not submitted all of required documents or submitted documents do not contain the information demanded by the Regulation. The procurement commission will not reject a Proposal if the missing information (additional documents, additional information) can be obtained by requesting clarifying information from the Tenderer in accordance with the procedure stipulated in Section 41 (6) of the Public Procurement Law;
- 16.2.4. the Tenderer does not comply with the requirements indicated in Appendix 2 "Qualification" of this Regulation;
- 16.2.5. the Security does not comply with requirements stipulated by this Regulation;

- 16.2.6. there are no documents certifying that the personnel proposed by the Tenderer is ready to participate in the execution of the Contract.

17. SELECTION OF TECHNICAL PROPOSALS

- 17.1. The Tenderer prepares the Technical proposal in accordance with the requirements stipulated in Appendix 3 "Technical Specification" of the Regulation. The Contracting authority selects the Technical proposals of those Tenderers, whose submitted Technical proposal complies with the following requirements:
- 17.2.1. it includes the information indicated in Appendix 3 "Technical Specification" of the Regulation;
- 17.2.2. the Tenderer has certified that the Study task is understandable to them and that the Tenderer is ready to fulfil it, as well as to conclude a Contract for the provision of services in accordance with the conditions of this open competition.
- 17.3. The Commission excludes the Tenderer from participation in the open competition procedure, if the Technical proposal of the Tenderer does not comply with the requirements of Section 17.1 of the Regulation.

18. VERIFICATION OF FINANCIAL PROPOSALS

- 18.1. The procurement commission verifies whether the Tenderer has completed Appendix 1 "Financial proposal" of the Regulation in accordance with the requirements.
- 18.2. 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.
- 18.3. The procurement commission informs the Tenderer whose errors have been corrected about the correction of errors and the corrected Proposal price.
- 18.4. When assessing the Financial proposal, the procurement commission takes corrections into account.
- 18.5. The procurement commission has the right to demand that the Tenderer gives a calculation of costs of the Proposal price offered in the Proposal, in order to ascertain the objectivity of the submitted price and whether an abnormally low Proposal has been submitted in accordance with Article 53 of the Public Procurement Law.

19. TERMINATION OF THE OPEN COMPETITION

- 19.1. The Contracting authority can at any moment terminate the open competition procedure if it has an objective reason, including if the prices of submitted Proposals exceed the financial means of the Contracting authority. The procurement commission sends the information mentioned in Section 22.4 of this Regulation to all Tenderers and submits an announcement regarding the results of the open competition procedure for publication, where they indicate the circumstances which prompted the termination of the procedure.

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

- 20.1. Prior to making the decision about assigning rights to conclude the Contract, the procurement commission performs a check regarding the existence of a case for exclusion of tenderers stated in Section 42(1) of the Public Procurement Law for each Tenderer to

whom the rights to conclude the Contract may be assigned (while observing the deadline stipulated in Section 42(3)), for a member of a partnership (if the Tenderer is a partnership) the entity upon whose capabilities the Tenderer relies, as well as for an indicated subcontractor who will perform at least 10 (ten) per cent of the overall Contract value. Pursuant to the procedure stipulated in Section 42(9) of the Public Procurement Law the procurement commission performs checks regarding persons registered or permanently residing in Latvia and according to the procedure stipulated in Section 42(10) of the Public Procurement Law procurement commission performs checks regarding persons registered abroad or residing abroad, including a Tenderer's board or council members, authorized representatives or procurators, or persons authorized to represent the Tenderer in actions related to the subsidiary office and who are registered and permanently residing abroad. The above-mentioned checks are performed in accordance with the provisions of Section 42(11) of the Public Procurement Law.

- 20.2. If, in accordance with the information published on the day of the last data update in a public database, on the last day of proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract is made, the Tenderer, to whom the right to conclude the Contract should be assigned (Contractor), its subcontractors who will perform at least 10 (ten) per cent of the overall Contract value and persons upon whose capabilities the Tenderer was relying upon in the open competition procedure in order to certify the compliance of its qualification to the requirements stipulated in the Regulation have tax debts, including state mandatory insurance contributions debts, the total sum of which exceeds 150 (one hundred and fifty) *euro*, the procurement commission informs the Tenderer and sets a deadline – 10 (ten) days from the day of issuing or receiving information – for the submission of evidence attesting non-existence of such tax debt or attesting that the postponement of tax payments was authorised by the State Revenue Service. If this certificate regarding the Tenderer is not submitted before the deadline, the procurement commission excludes the Tenderer from participation in the open competition.
- 20.3. In the event if the subcontractor, who performs at least 10 (ten) per cent of the overall Contract value, fails to comply with requirements stipulated in paragraphs 2-7 of Section 42(1) of the Public Procurement Law, the procurement commission shall demand that the Tenderer replaces such subcontractor. If the Tenderer within 10 (ten) business days from the day of receiving this demand does not submit documents about a new subcontractor, who complies with the requirements stipulated by the contract announcement or open competition procedure documents, the procurement commission excludes the Tenderer from participation in the open competition.
- 20.4. In the event if the entity upon whose capabilities the Tenderer relies to certify its compliance with Tenderer selection criteria fails to comply with requirements stipulated in paragraphs 1-7 of Section 42 (1) of the Public Procurement Law, the procurement commission shall demand that the Tenderer replaces such entity. If the Tenderer within 10 (ten) business days from the day of issuing or receiving the requirement does not submit documents about a new person, upon whose capabilities the Tenderer relies in order to certify that its qualification complies with requirements stipulated in this Regulation, the procurement commission excludes the Tenderer from participation in the open competition.
- 20.5. In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in paragraphs 1-7 of Section 42(1) of the Public Procurement Law and has indicated this in the Proposal, it submits an explanation and supporting evidence in order to prove its reliability and prevent the reoccurrence of same faults and shortcomings in the future. The procurement commission assesses such information in accordance with the procedure stipulated in Section 43(4) of the Public Procurement Law 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 procedure. 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.

- 20.6. If the documents, with which a Tenderer registered or permanently residing abroad can certify its compliance with requirements of Section 42(1) of the Public Procurement Law, 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 each particular person that attests its compliance with these requirements 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).
- 20.7. If the Contracting authority obtains information that one of exclusion criteria stipulated in Section 16.142(1) of the Public Procurement Law (except tax debts) applies to the Tenderer, to whom the right to conclude the Contract should be assigned (Contractor), its subcontractors who will perform at least 10 (ten) per cent of the overall Contract value and persons upon whose capabilities the Tenderer was relying upon in the open competition procedure in order to certify the compliance of its qualification to the requirements stipulated in the Regulation the Contracting authority can verify such information at any stage of the open competition procedure until the signing of the Contract.

21. PROPOSAL EVALUATION

- 21.1. The proposal selection criterion is the most economically advantageous proposal, according to the 'best price-quality ratio' award method.
- 21.2. The most economically advantageous proposal shall be the Proposal which will receive the highest sum of scores for the following criteria:
 - 21.2.1. Score for the Technical proposal: 60 (sixty) per cent;
 - 21.2.2. Score for the Financial proposal: 40 (forty) per cent.
- 21.3. The procedure described in Sections below is applied for the assessment of the Proposals of those Tenderers who have been acknowledged eligible during the Tenderers' selection and whose Proposals have been acknowledged eligible both in the Technical proposal evaluation and Financial proposal evaluation and that has not been acknowledged abnormally low.

21.4. Technical proposal evaluation

The quality of the Technical proposal will be evaluated based on the following evaluation criteria. The maximum total score is 100 points.

21.4.1. *Understanding of the topic and clarity of the tender (30 points – minimum threshold 15 points)*

This criterion assesses the Tenderer's understanding of the performance related issues in railways and the role of rail infrastructure managers in it. It also seeks to assess how well the Tenderer understands the objectives and opportunities as well as limitations of

efficiency benchmarking for rail infrastructure managers. It also assesses the completeness, clarity and presentation of the Technical proposal.

Level of detail ¹	Description	Points
Highly Detailed	The Tenderer has produced (above and beyond what has been produced in the Technical specification) a detailed, reasoned, extended description of their 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 and reports.	23 - 30
Medium level of detail	The Tenderer has produced (above and beyond what has been produced in the Technical specification) a partly extended description of their 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 and reports.	15 - 22
Low level of detail	The Tenderer has produced (above and beyond what has been produced in the Technical specification), a general description of their 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 and reports.	1 - 14
Insufficient level of detail	The Tenderer has failed to produce additional information as to their understanding of the general requirements of the project.	0

21.4.2. ***Quality of the proposed methodology (40 points – minimum threshold 20 points)***

This criterion assesses how the Tenderer proposes to tackle the tasks of the project as defined in the Technical specification.

¹ **Highly Detailed** here and elsewhere means a detailed and well-structured description comprising features which exceed the required quality and performance set out in the requirements, with many alternatives analysed and options are substantiated including by taking into account the particular tasks of this particular project.

Medium level of detail here and elsewhere means a detailed and structured description, which meets the required quality and performance set out in the requirements, with some alternatives analysed and choices substantiated including by taking into account the particular tasks of this particular project.

Low level of detail here and elsewhere means a description, which generally meets the required quality and performance set out in the requirements but with some minor issues negatively deviating from the requirements and limited additional analysis or substantiation including by taking into account the particular tasks of this particular project.

Insufficient level of detail here and elsewhere means a description, which meets the required quality and performance set out in the requirements in some areas but with some major issues negatively deviating from the requirements and very limited or no additional analysis or substantiation including by taking into account the particular tasks of this particular project.

Level of detail	Description	Points
Highly Detailed	The Tenderer has described in detail technical solutions for which in depth tailor-made solutions will be supplied for each technical component described in the Appendix 3 "Technical Specification". Tenderer's Proposal includes descriptions of at least three technical solutions and further additional technical options if necessary, complete with descriptions of the various routes associated with these as described in the in the Appendix 3 "Technical Specification". Relevant supporting information regarding all technical components is included in the Proposal. The Tendered demonstrates understanding of the relevant geographic area and obstacles that could potentially influence proposed technical solutions.	30 - 40
Medium level of detail	The Tenderer has described technical solutions for which tailor-made solutions will be supplied for each technical component described in the Appendix 3 "Technical Specification". This includes description of at least three technical solutions and further additional technical options if necessary, complete with descriptions of the various routes associated with these as described in Appendix 3 "Technical Specification". All relevant supporting information regarding all technical components is included in the Proposal. These will be provided to a lower level of detail and leave open the possibility of further clarification questions.	20 - 29
Low level of detail	The Tenderer has offered description of technical solutions for which tailor-made solutions will be supplied for each technical component described in the Appendix 3 "Technical Specification". This includes description of at least three technical solutions although no further additional options . The technical solutions provided will be complete with descriptions of the various routes and associated with these as described in the Appendix 3 "Technical Specification". All relevant supporting information regarding all technical components is included in the Proposal. These will be provided to a lower level of detail and leave open the possibility of further clarification questions.	1 - 19
Insufficient level of detail	The Tenderer has failed to offer description of adequate solutions for each technical component described in the Appendix 3 "Technical Specification", or has failed to provide the necessary information to carry out the task. Should the necessary material not be delivered this will be regarded as having an insufficient level of information.	0

21.4.3. Organisation of the work and resources (20 points – minimum threshold 10 points).

This criterion relates to the quality of the project planning, allocation of resources and organisation of the team to cope with and fulfil the obligations of the contract, including risk management and continuity of the service in case of absence of the member of the team. The Tenderer should provide details on the allocation of time and human resources

and the rationale behind the choice of this allocation. Details should be provided as part of the technical proposal.

Level of detail	Description	Points
Highly Detailed	<p>The technical proposal details the engagement of experts and justifies their role in the implementation of the Study. Details of their education, professional background, and experience have been provided. A detailed description of their conformity to each of the categories required and their ability to perform all tasks contained within a role is provided. The Tenderer provides a clear and detailed estimate of the number of working days each expert will be engaged and their daily rate as well as description of tasks performed by each expert.</p> <p>The Tenderer has provided a detailed Gantt Chart for the implementation of the Study with milestones and dates of deliverables clearly shown. Changes to the schedule provided in the Appendix 3 "Technical Specification" are well reasoned.</p> <p>The Proposal includes a detailed description of the planned cooperation and communication with Contracting authority, accounting for planned meetings, and potential items to be included on the agenda. Information will be provided regarding the use of interpreters.</p>	15 - 20
Medium level of detail	<p>The technical proposal details the engagement of experts and justifies their role in the implementation of the Study. Details of their education, professional background, and experience are provided. A detailed description of their conformity to each of the categories required and their ability to perform all tasks contained within a role is provided. The Tenderer provides an estimate of the number of working days each expert will be engaged and their daily rate.</p> <p>The Tenderer has provided a Gantt Chart for the implementation of the Study with milestones and dates of deliverables clearly shown. Changes to the schedule provided in the Appendix 3 "Technical Specification" should be reasoned.</p> <p>The Proposal includes a detailed description of the planned cooperation and communication with Contracting authority, accounting for planned meetings, and potential items to be included on the agenda. Information will be provided regarding the use of interpreters.</p>	10 - 14
Low level of detail	<p>The technical proposal details the engagement of experts and justifies their role in the implementation of the Study. Details of their education, professional background, and experience are provided however are unclear. A description of their conformity to each of the categories is provided, however it is unclear, as is the evidence that staff will be able to perform all tasks contained within a role. The Tenderer provides an approximate estimate of the number of working days each expert will be engaged and their daily rate.</p>	1 - 9

	<p>The Tenderer has provided a Gantt Chart for the implementation of the Study with milestones and dates of deliverables clearly shown. Any changes to the schedule provided in the Appendix 3 "Technical Specification" have not been reasoned.</p> <p>The Proposal indicates details of the planned cooperation and communication with RB Rail AS, accounting for planned meeting, and potential items to be included on the agenda. Information will be provided regarding the use of interpreters.</p>	
Insufficient level of detail	<p>The technical proposal fails to detail the engagement of experts and justify their role in the implementation of the Study. Details of their education, professional background, and experience are not provided or are provided in insufficient detail. A detailed description of their conformity to each of the categories has not been provided and it is unclear if staff will be able to perform all tasks contained within a role. The Tenderer has failed to provide an estimate of the number of working days each expert will be engaged and their daily rate.</p> <p>The Tenderer has provided insufficient detail in the Gantt Chart and any proposed changes to the schedule provided in the Appendix 3 "Technical Specification" have not been well reasoned.</p> <p>There is no clear plan as to how communications with Contracting authority will be carried out.</p>	0

21.4.4. Quality control measures (10 points – minimum threshold 5 points)

This criterion will assess the quality control system to be applied to the service foreseen in the Technical specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of a member of the team. The quality system should be detailed in the Technical proposal and specific to the tasks at hand; a generic quality system will result in a low score.

Level of detail	Description	Points
Highly Detailed	Provides a detailed description and methodology regarding quality control system utilised during the provision of services. This includes details relating to quality, resource and risk management systems that are in place. Details are provided as to the quality control techniques utilised to identify potential risks to the provision of services and prevention techniques associated with these.	8 - 10
Medium level of detail	Provides a general methodology as to how quality control is carried out. This includes a description of the quality, resource and risk management systems that are in place. Also included here is a risk assessment to identify potential risks and mitigation measures for these. This further provides a methodology for the ongoing monitoring of risks.	5 - 7
Low level of detail	Provides a general description of the quality control system that is utilised during the provision of services. This includes a general	1 - 4

	description of the risk and resource management. Also included here is a risk assessment to identify potential risks to the provision of services and mitigation measures for these. Also provides a methodology for the ongoing monitoring of risks.	
Insufficient level of detail	The quality control measures are not described in the proposal. Furthermore it is not noted that the applicant will ensure the provision of services in accordance with an existing quality control system.	0

Proposals must score minimum 50% for each criterion and sub-criterion, and minimum 70% in total. Proposals that do not reach the minimum quality levels will be rejected and will not be ranked.

The points in all sub-criteria shall be added. The Technical proposal which will receive the largest number of points shall be awarded the score of 60. Other Proposals shall be awarded the score in accordance with the following formula:

Points for proposal under evaluation x 60

Score = $\frac{\text{Points for proposal under evaluation} \times 60}{\text{Largest number of received points}}$

21.5. Financial proposal evaluation

21.5.1. During the Financial proposal evaluation the procurement commission will examine the Financial proposal for arithmetical errors. The Tenderer will be offered the opportunity to correct arithmetical errors. When evaluating a Financial proposal, the procurement commission shall take into account the corrections of arithmetical errors. The Financial proposals will be evaluated based on the offered contract price excluding VAT.

21.5.2. The largest score which a Financial proposal can receive is 40. This number of score shall be awarded to the Proposal with the lowest proposed price. Other Proposals shall receive score in accordance with the following formula:

Lowest proposed price

Score = $\frac{\text{Lowest proposed price}}{\text{Proposed price under evaluation}} \times 40$

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

22.1. The procurement commission selects the Tenderers in accordance with the set qualification requirements, verifies the compliance of the Proposals to the requirements stipulated in the Regulation and chooses the Proposal in accordance with the chosen Proposal selection criteria as described in Section 21 of the Regulation. The Tenderer whose Proposal shall receive the best score shall be selected.

22.2. Within 3 (three) working days the procurement commission informs all the Tenderers about the decision made regarding the conclusion of the contract, by sending the information by post or electronically and keeping the evidence of the date and mode of sending the information. The procurement commission announces the name of the chosen Tenderer, indicating:

22.2.1. To the refused Tenderer the reasons for refusing its Proposal;

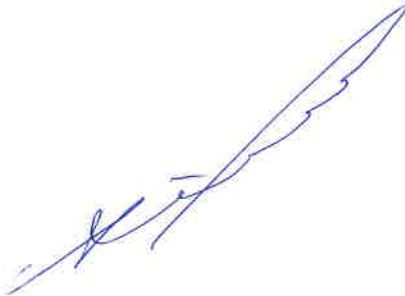
- 22.2.2. To the Tenderer who has submitted an eligible Proposal, the characterization of the chosen proposal and the relative advantages;
- 22.2.3. The deadline by which the Tenderer, observing the deadline stipulated in Section 68 (2) of the Public Procurement Law, may submit a complaint to the Procurement Monitoring Bureau regarding the violations of the public procurement procedure.
- 22.3. If only one Tenderer complies with all the Tenderer selection requirements stipulated by the Regulation, the procurement commission prepares and includes in the open competition procedure 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, it makes the decision to terminate the public procurement procedure.
- 22.4. If the public procurement procedure is terminated, the procurement commission within 3 (three) working days simultaneously informs all Tenderers about all the reasons because of which the open competition procedure is terminated, and informs about the deadline within which a Tenderer, observing the deadline stipulated by Section 68 (2) of the Public Procurement law, may submit an application regarding the violations of the public procurement procedure to the Procurement Monitoring Bureau.
- 22.5. The procurement commission, when informing of the results, has the right not to disclose specific information, if it may infringe upon public interests or if the Tenderer's legal commercial interests or the conditions of competition would be violated.
- 22.6. As soon as possible, but no later than within 10 (ten) business days after procurement contract conclusion, the procurement commission submits for publication a report on the results of the open competition, if a decision regarding the conclusion of the Contract or termination of the open competition procedure has been made.
- 22.7. The selected Tenderer upon receiving the notification about the open competition results must:
 - 22.7.1. within 5 (five) business days submit cooperation or partnership agreement if required pursuant to requirements under Section 4.1.2 of this Regulation;
- 22.8. The Contract is concluded based on the Tenderer's Proposal in accordance with Appendix 4 of the Regulation "Contract on the provision of services".
- 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 Regulation:
 - 22.9.1. Refuses to conclude a partnership contract in the cases and deadlines defined by the Regulation, or, in the cases and deadlines defined by the Regulation does not submit a copy of the partnership 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 public procurement contract on the provision of services.
- 22.10. In such a case the procurement commission is entitled to terminate this open competition without selecting any Proposal, or to select the Proposal with the next best score. 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 the next Tenderer in accordance with the conditions in Section 56(6) of the Public Procurement Law. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer, the procurement commission makes a decision to terminate the open competition without selecting any Proposal. If the next chosen Tenderer also refuses to conclude the contract or does not submit a signed public procurement contract within

the deadline set by the procurement commission, the procurement commission makes the decision to terminate the open competition without selecting any Proposal.

23. APPENDICES

1. Financial Proposal example on 2 (two) pages;
2. Qualifications on 5 (five) pages;
3. Technical specification on 30 (thirty) pages;
4. Draft contract on 13 (thirteen) pages.

Procurement commission
chairman



Aigars Kivliņš

APPENDIX 1
FINANCIAL PROPOSAL

Open competition No RBR 2017/6

Feasibility and technical framework study for a rail bound (light rail or tram) connection from RB Ülemiste passenger terminal to TEN-T core network Tallinn passenger port (Old city Harbour / Vanasadam)

_____ 2017
No. _____

APPLICATION
FOR PARTICIPATION IN THE OPEN COMPETITION No RBR 2017/6

"Feasibility and technical framework study for a rail bound (light rail or tram) connection from RB Ülemiste passenger terminal to TEN-T core network Tallinn passenger port (Old city Harbour / Vanasadam)"

Tenderer _____, reg. No. _____,
(Name of the Tenderer)

represented by _____,
(Name, surname and position of the manager or an authorised person)

by submitting this application:

1. confirms its participation in the open competition organised by the RB Rail AS "Feasibility and technical framework study for a rail bound (light rail or tram) connection from RB Ülemiste passenger terminal to TEN-T core network Tallinn passenger port (Old city Harbour / Vanasadam)";
2. offers to deliver services in accordance with the Technical specification for the following price:

No.	Service	Amount EUR, excl. VAT
1	Feasibility and technical framework study for a rail bound (light rail or tram) connection from RB Ülemiste passenger terminal to TEN-T core network Tallinn passenger port (Old city Harbour / Vanasadam)	
Total amount of the Proposal EUR (excl. VAT):		

Total amount of the Proposal EUR (excl. VAT) in words: _____.

3. confirms that it does not comply with any of the cases for the exclusion of tenderers referred to in the Clause 16.2 of the Regulations;
4. confirms that it is informed of the fact that, upon the fulfilment of any cases regarding the exclusion of tenderers referred to in Clause 16.2 of the Regulation during the period of validity of the Proposal, the Proposal of the Tenderer may be refused or, in the case of granting the right to enter into a contract, the Contracting entity may refuse to enter into a procurement contract;
5. confirms that the Regulation is clear and understandable, that it does not have any objections and complaints and that in case of granting the right to enter into a contract it shall undertake to fulfil all conditions of the Regulation as well as enter into a procurement contract in accordance with the draft contract enclosed with the Regulation;
6. We meet the criteria of a (*small / medium*) sized enterprise¹ as defined in the Article 2 of the

¹ The information on the size of the Candidate is used solely for statistical purposes and are not in any way whatsoever used in the evaluation of the Candidates and their Requests to participate.

Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise², or Not applicable ☐;

7. We declare that for the purposes of qualifying for the open competition we rely on the capabilities of the following entities:

No	Name, registration number and registered address of the entity	Capabilities on which the Candidate relies
1.		
2.		

8. We declare that the following subcontractors of the Tenderer shall be involved in preparation of Study:

No	Name of Subcontractor	Part of the Study to be performed by Subcontractor		
		Description of the tasks to be performed by subcontractor	Value (EUR)	% from the Contract Price
1.				
2.				
3.				
4.				
		Total:		

9. guarantees that all the information provided is true.

(Signature)

Address of the tenderer _____

telephone (fax) number, e-mail address _____

Position, name and surname of the manager or the authorised person of the candidate

² 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

APPENDIX 2

QUALIFICATIONS

Procurement No RBR 2017/6

**Feasibility and technical framework study for a rail bound (light rail or tram) connection from
RB Ülemiste passenger terminal to TEN-T core network Tallinn passenger port (Old city
Harbour / Vanasadam)**

1. PROFESSIONAL EXPERIENCE

1.1. The Tenderer must have the following professional knowledge and experience based on:

1.1.1. At least 1 (one) technical study for urban light rail transport projects, to include development of technical options and design to at least the level of preliminary design, carried out during the past 5 (five) years (2012, 2013, 2014, 2015, 2016 and 2017 until the date of proposal submission). These projects will have had a minimum contract value of at least EUR 100 000 each.

1.1.2. At least 3 (three) Cost-Benefit Analysis studies for urban light rail transport projects carried out in accordance with Railway Project Appraisal Guidelines of the EU during the past 3 (three) years (2014, 2015, 2016 and 2017 until the date of proposal submission). 1 (one) of these projects will have had a minimum investment value of at least EUR 5 000 000.

1.2. The Tenderer should submit the following information:

No	Title of the project, location of investment	Date of beginning and completion of the contract	Contracting authority and contact details (e.g. project manager in charge)	Description of the responsibilities according to the contract which characterise the experience mentioned in Appendix 2 „Qualification“	Total value of the investments in the project (thousands of EUR*, excluding VAT)	Contract price (thousands of EUR*, excluding VAT)

** If the contract price was in different currency than EUR, the tenderer shall recalculate the price in EUR in accordance with the currency exchange rate of the European Central Bank on the day of signing the Proposal*

2. FINANCIAL CAPABILITIES

2.1. The average net turnover of the Tenderer during the last 3 (three) financial years (2014, 2015, 2016) should be at least EUR 500 000. The Tenderer should submit its audited yearly report (if auditing is requested by law) or statement indicating its net turnover for fiscal years 2014, 2015, 2016.

3. TEAM OF EXPERTS

3.1. The Tenderer shall propose the key experts which are listed in Clause 3.2. of this Appendix for the implementation of the Study. The experts who shall have a crucial role in implementing the contract are referred to as key experts. The Tenderer shall select and hire other experts as required according to the profiles identified in the section on organisation and methodology stated in the Appendix No 3 “Technical Specification” of the Regulation.

3.2. The Tenderer must propose a team consisting of the following key experts:

3.2.1. *Project Manager*

- (a) Master's degree or equivalent (documentation or explanations shall be provided with evidence that the education is equivalent) in transport planning, business management or economics;
- (b) Minimum of 5 (five) years' experience in the project management of international and interdisciplinary projects in transport/logistics sectors;
- (c) Within last 5 (five) years (2012, 2013, 2014, 2015, 2016 and 2017 until the date of proposal submission) has experience in the management of at least 2 (two) urban light rail / tram infrastructure planning or design projects with a cost of at least EUR 5 000 000;
- (d) Has practical experience in applying the requirements and conditions established for projects co-financed by the European Union and has experience for cooperation with the Tenderer's project organisation.

3.2.2. *Financial Expert*

- (a) Master's degree or equivalent (documentation or explanations shall be provided with evidence that the education is equivalent to the requirements listed in the tender regulations) in transport economics, or transport planning;
- (b) Minimum of 5 (five) years' experience in providing financial expertise to international projects;
- (c) Has experience in research and analysis of 3 (three) research projects on economic issues of transport systems over the last 3 (three) years (2014, 2015, 2016 and 2017 until the date of proposal submission) with at least 2 (two) projects regarding elaboration of feasibility studies or business plans, or cost-benefit analysis of transport projects or systems, passenger stations or multimodal transport hubs;
- (d) Has experience of at least 3 (three) projects with a value of at least EUR 5,000,000 over the last 5 (five) years (2012, 2013, 2014, 2015, 2016 and 2017 until the date of proposal submission).

3.2.3. *Civil Engineer (Roads / Pavements)*

- (a) Master's degree or equivalent (documentation or explanations shall be provided with evidence that the education is equivalent) in Civil Engineering with a specialisation in roads;
- (b) Minimum of 5 (five) years' experience in the design of roads/pavements;
- (c) Has experience in 2 (two) road engineering and design projects (road traffic, surveying, geology, geotechnology, environment impact assessment) with a value of at least EUR 5 000 000.
- (d) Is certified to practice in any of the EU Member States;

3.2.4. *Civil Engineer (Rail / Light rail)*

- (a) Master's degree or equivalent (documentation or explanations shall be provided with evidence that the education is equivalent) in Civil Engineering;

- (b) Minimum of 5 (five) years' experience in the design of rail bound systems;
- (c) Has experience as leading engineer of at least 2 (two) projects where rail infrastructure similar to that described in the Technical Specification was upgraded and/or newly built;
- (d) Is certified to practice in any of the EU Member States.

3.2.5. *Light Rail / Tram Operations expert*

- (a) Master's degree or equivalent (documentation or explanations shall be provided with evidence that the education is equivalent) in transport planning or similar ;
- (b) Minimum of 5 (five) years' experience in operations including the modelling of operation plans;
- (c) Has experience in the modelling of at least 3 (three) urban light rail / tram operation plans at a macro level over the last 3 (three) years (2014, 2015, 2016 and 2017 until the date of proposal submission), out of which at least 1 (one) service includes modelling of integrated time schedule and identification of infrastructure bottlenecks, and development of suggestions based on the results of modelling;
- (d) Has experience in IT systems and IT solutions for the modelling of light train/ tram traffic and urban traffic flow forecasting, and experience in the use of those systems, which is proven through duties undertaken within other projects;
- (e) Is certified to practice in any of the EU Member States.

3.2.6. *Electrical Systems and overhead contact line Expert*

- (a) Master's degree or equivalent (documentation or explanations shall be provided with evidence that the education is equivalent) in Electrical Engineering with a specialisation in light rail / tram related electrical systems;
- (b) Minimum of 5 (five) years' experience in the design of electrical systems and the interface of light rail / tram bound traffic and overhead contact lines;
- (c) Experience in the design of light rail / tram power supply and overhead contact line - participation as an expert in at least 3 (three) projects, of which at least 1 (one) project is completed within the last 3 (three) years (2014, 2015, 2016 and 2017 until the date of proposal submission);
- (d) Is certified to practice in any of the EU Member States.

3.2.7. *Architect / Urban design expert*

- (a) Master's degree or equivalent (documentation or explanations shall be provided with evidence that the education is equivalent) in Architecture;
- (b) Minimum of 5 (five) years' experience in urban design;
- (c) Experience in at least one urban design project or development of solutions incorporating urban planning, rail bound transport, passenger stations, or multimodal transport passenger transport hubs, within the last 3 (three) years (2014, 2015, 2016 and 2017 until the date of proposal submission);

- 3.3. Experts shall be able to communicate with the Contracting entity in English.
- 3.4. Where possible, the Tenderer shall ensure active use of local professional skills, and shall propose a suitable mix of International and Estonian experts for this Study. All proposed experts must be free from conflicts of interest in the tasks or responsibilities accorded to them.
- 3.5. If an expert has the experience and relevant education to cover all the expertise contained within more than one category, the categories can then be combined.
- 3.6. The Tenderer shall fill the following table with information about each candidate for an expert. In case one candidate is proposed as an expert for multiple positions, then only one table including requested information for all positions shall be submitted for such candidate:

Education:

Educational institution and period of studies (from..... to.....)	Obtained degree (-s)

Professional experience:

No	Title of the contract, No of the contract, place of execution	Date of beginning and completion of the contract	Description of the responsibilities according to the contract which characterise the experience mentioned in Appendix 2 "Qualification"	Position according to the contract	Contact information of the contracting authority	Contract price (thousands of EUR*, excluding VAT)
1.						
2.						
...						
10.						

** If the contract price was in different currency than EUR, the tenderer shall recalculate the price in EUR in accordance with the currency exchange rate of the European Central Bank on the day of signing the Proposal*

APPENDIX 3

TECHNICAL SPECIFICATION

Procurement No RBR 2017/6

Feasibility and technical framework study for a rail bound (light rail or tram) connection from RB Ülemiste passenger terminal to TEN-T core network Tallinn passenger port (Old city Harbour / Vanasadam)

Pre-design of fast and high quality connection
between two important TEN-T network nodes
Vanasadam Seaport and Rail Baltica Railway Station Tallinn Ülemiste in
Tallinn



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1. Introduction

In 2011 the European Commission launched a new strategic vision on transport development in Europe by 2050 – The White Paper (COM (2011)0144 White Paper “Roadmap to a Single European Transport Area - Towards a competitive and resource efficient transport system”). The White Paper is underlying to the European Union policy initiative in transport and mobility for the next period of 2014 - 2020.

The vision of the European Commission covered by The White Paper regarding competitive and sustainable transport system relates with the present study in the following aspects – supporting mobility while reaching the 60% emission reduction target, an efficient core network for multimodal intercity travel and transport.

In order to meet the growing mobility needs, new transport patterns must emerge, according to which larger volumes of freight and greater numbers of travellers are carried jointly to their destination by the most efficient modes (or combinations thereof). Individual transport is preferably used for the final miles of the journey and performed with clean vehicles. Information technology provides for simpler and more reliable transfers.

For the increase of efficiency in intercity travel and transport consolidation of large volumes for transfers over long distances shall be provided. This implies greater use of buses and coaches, rail and air transport for passengers. Better modal choices will result from greater integration of the modal networks: airports, ports, railway, metro and bus stations, should increasingly be linked and transformed into multimodal connection platforms for passengers. Online information and electronic booking and payment systems integrating all means of transport should facilitate multimodal travel. An appropriate set of passengers’ rights has to accompany the wider use of public transport modes.

At the same time the White Paper defines goals for reaching a competitive and resource efficient transport system: criteria to reach the target of reducing greenhouse gas emissions by 60%:

- By 2050, complete a European high-speed rail network. Triple the length of the existing high-speed rail network by 2030 and maintain a dense railway network in all Member States. By 2050 the majority of medium-distance passenger transport should go by rail;
- A fully functional and EU-wide multimodal TEN-T ‘core network’ by 2030, with a high quality and capacity network by 2050 and a corresponding set of information services;
- By 2050, connect all core network airports to the rail network, preferably high-speed;
- By 2020, establish the framework for a European multimodal transport information, management and payment system.

Implementing the above vision requires an efficient framework for transport users and operators, an early deployment of new technologies and the development of adequate

infrastructure. One of the strategic directions of action is the development of a Single European Transport Area, including the development of a Single European Rail Area; this includes the abolishment of technical, administrative and legal obstacles which still impede entry to national railway markets. Another strategic direction of actions is the provision of modern infrastructure based on several elements:

- Europe needs a 'core network' of corridors, carrying large and consolidated volumes of freight and passengers traffic with high efficiency and low emissions, thanks to the extensive use of more efficient modes in multimodal combinations and the wide application of advanced technologies and supply infrastructure for clean fuels
- Despite EU enlargement, large divergences in terms of transport infrastructure remain between eastern and western parts of the EU, which need to be tackled. The European continent needs to be united also in terms of infrastructure.
- The core network must ensure efficient multi-modal links between the EU capitals and other main cities, ports, airports and key land border crossing, as well as other main economic centres. It should focus on the completion of missing links – mainly cross-border sections and bottlenecks/bypasses – on the upgrading of existing infrastructure and on the development of multimodal terminals at sea and river ports and on city logistic consolidation centres. Better rail/airport connections must be devised for long distance travel.

The above-mentioned strategic directions cover several incentives, include:

1. Seamless door-to-door mobility aimed at definition of measures necessary for further integrating different passenger transport modes to provide seamless multimodal door-to-door travel, and creation of framework conditions to promote the development and use of intelligent systems for interoperable and multimodal scheduling, information, online reservation systems and smart ticketing.
2. Mobility Continuity Plans to ensure the definition of mobility plans to ensure service continuity in case of disruptive events.

Another strategic vision in implementing this is the territorial cohesion and economic growth of transport infrastructure. European strategic infrastructure core network is defined in the new TEN-T guidelines (Regulation (EU) No 1315/2013 of the European Parliament and of the Council of 11 December 2013 on Union guidelines for the development of the trans-European transport network and repealing Decision No 661/2010/EU, OJ L 348) as a network integrating the eastern and western part of the European Union and shaping the Single European Transport Area with appropriate connections with neighbouring countries. The TEN-T guidelines concentrate European action on the components of the TEN-T network with the highest European added value – cross border missing links, intermodal connecting points and key bottlenecks, as well

deploy large scale intelligent and interoperable technologies to optimise the capacity and the use of infrastructure.

The gradual development of the trans-European transport network shall be achieved, in particular, by implementing a dual-layer structure for that network with a coherent and transparent methodological approach, comprising a comprehensive network and a core network. The comprehensive network shall consist of all existing and planned transport infrastructures of the trans-European transport network as well as measures promoting the efficient and socially and environmentally sustainable use of such infrastructure. The core network shall consist of those parts of the comprehensive network which are of the highest strategic importance for achieving the objectives for the development of the trans-European transport network. The core network shall be interconnected in nodes and provide for connections between Member States and with neighbouring countries' transport infrastructure networks. Core network corridors are an instrument to facilitate the coordinated implementation of the core network. The core network corridors cover the most important long distance transport flows and are intended, in particular, to improve cross border connections within the Union. Out of nine European transport network corridors the North Sea-Baltic corridor is most directly related with the particular study, but the Baltic-Adriatic corridor should be taken into account as well, likewise the Scandinavian-Mediterranean corridor.

1.1. Background to Rail Baltica

Rail Baltica is a joint project of three EU Member States – Estonia, Latvia and Lithuania – and concerns the building of a fast conventional double track 1435 mm gauge electrified railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Panevezys (LT), Kaunas (LT) to the Lithuania/Poland state border. In the longer term, the railway line could potentially be extended to include a fixed link between Helsinki and Tallinn, as well as integrate the railway link to Warsaw and beyond.

The expected core outcome of the Global Rail Baltica Project is a railway line of more than 700 km in length meant for both passenger and freight transport and the required additional infrastructure (to ensure full operability of the railway). It will be interoperable with the TEN-T Network in the rest of Europe and competitive in terms of quality with other modes of transport in the region.

The construction of the new railway line shall be co-financed by the Connection Europe Facility. Latvia, Estonia, and Lithuania have founded a general partnership that shall be the Contractor.

One of the aims of Rail Baltica is to ensure inner and outer accessibility, and high quality mobility opportunities to, from, and within the countries, which means qualitative and safe optional mode of transportation for all social groups. These Terms of Reference refer in

particular to providing better connections for Tallinn's passenger port (Vanasadam) to the Rail Baltica Railway Station Tallinn Ülemiste.

Rail Baltica Global Project is an initiative of great significance and added value both in the Baltic Sea Region and Europe as a whole.

Among all the Core Network Corridors set out in the CEF regulation, Annex I, the North Sea-Baltic corridor has the potential of becoming one of the most economically diverse Corridors in the European Union. However, it is marked by insufficient transport infrastructure with long sections where the core network railway infrastructure (1435 mm gauge) is completely missing, as a result of which the part of the corridor in the Baltic States is currently an isolated network. The Communication from the Commission "Building the Transport Core Network: Core Network Corridors and Connecting Europe Facility" from 7 January 2014 (COM (2013) 940) further supports the significance of the project, identifying Rail Baltica as a major missing cross-border project with a high EU added value.

Removing the existing bottleneck would provide individuals, consumers and businesses in the Baltic States and neighbouring countries with new efficient possibilities to access Central Europe and increase capacity for free movement of people, goods, and services. The improved connectivity would provide for further economic and social cohesion between Baltic States and central Europe.

Furthermore, Rail Baltica is defined as one of the flagship projects of the EU Strategy for the Baltic Sea Region, highlighting its particular significance for the region.

Implementation of the project will also have a positive impact on the environment as offering of the railway alternative for both passenger and freight transportation would facilitate a modal shift in passenger traffic from road and air transport and freight traffic from road and sea transport to railways that would result in a reduction of transport related CO₂ emissions.

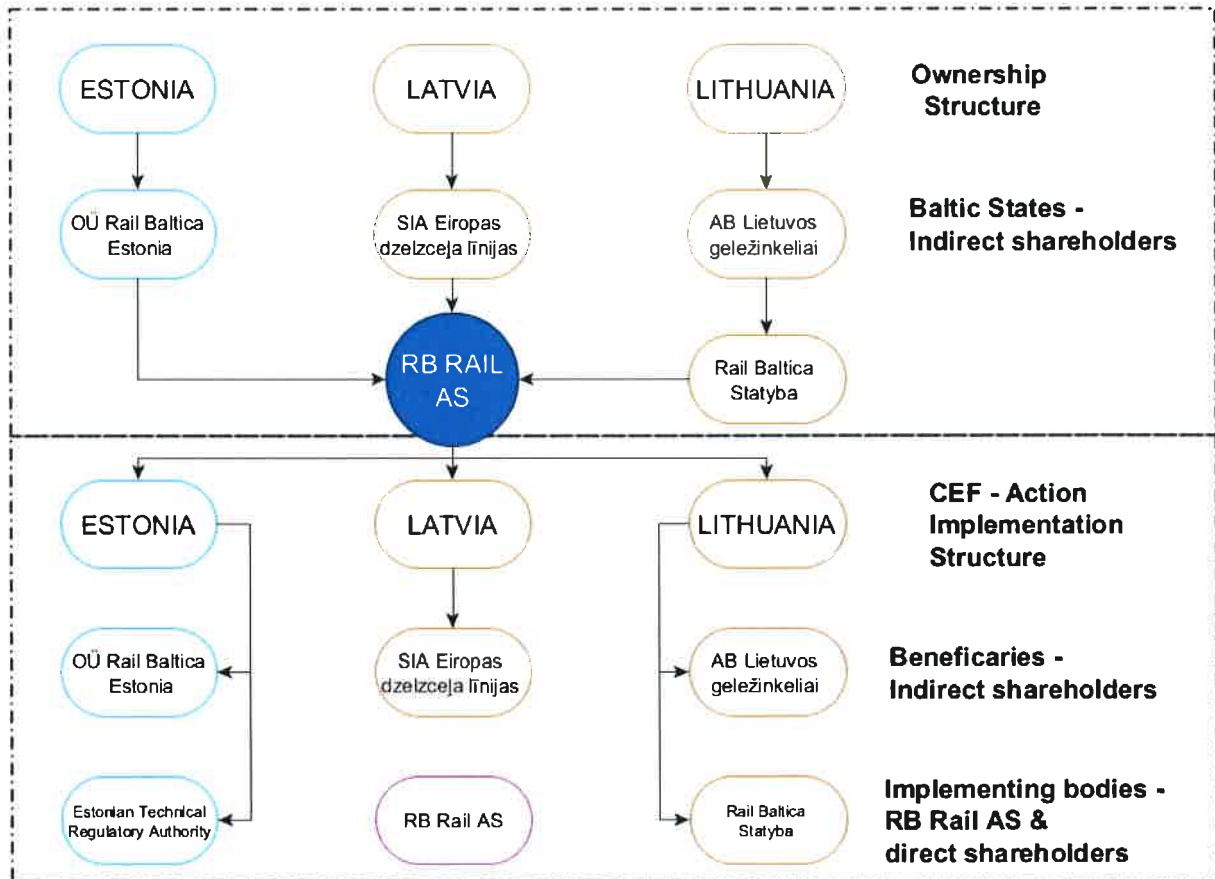
Rail Baltica has been conceived as a project of common interest by three EU Member States – Estonia, Latvia and Lithuania – represented by their respective ministries in charge of the development and operation of the national railway networks.

The executive responsibility for the Global Rail Baltica Project has in each country been delegated to implementing bodies in 100% state ownership (direct or indirect), which have jointly established RB Rail AS – the project delivery company overseeing the overall implementation of the Global Project. This cooperation is governed by the Shareholders' Agreement (signed in October 2014).

Further to this, in 2017 an Intergovernmental Agreement will be signed by the governments of the three Baltic States and ratified by their Parliaments. Its purpose is to ensure each country's commitment to co-financing the Global Rail Baltica Project until its completion, as well as enshrining the authority and responsibilities of RB Rail versus the nations. Effectuation of the

agreement will ensure putting in place of a sound and efficient legal framework in the Member States for the preparation, construction and later operation of the Rail Baltica railway, overcoming the administrative and legal barriers between the Member States.

The following diagram shows the ownership and implementation structure of Rail Baltica. The main involved bodies are described below.



2. Current Situation of public transport in Tallinn

The TEN-T Tallinn passenger port (Vanasadam) currently serves as the main connection between Tallinn with Helsinki and Stockholm. About 9.7 million passengers travelled in 2015 between Tallinn bound to Helsinki and Stockholm including 30,000 people commuting weekly between both cities.

As mentioned before, one of the main objectives of the Rail Baltica Project is to ensure inner and outer accessibility, and high quality mobility opportunities to, from, and within the countries, which means qualitative and safe optional mode of transportation for all social groups. Furthermore, passenger flows on Rail Baltica are among others dependent on connecting travellers from Finland and the Baltic States. This is in line with the TEN-T and transport policy which highlights the importance of urban nodes as an integral part of the network, in particular in their role as the origin and destination of the majority of journeys on the trans-European transport network.

This important objective is not being met today on the transport connection between Vanasadam and Rail Baltica Railway Station Tallinn Ülemiste , where passengers find limited possibilities for commuting between one another. Transport modes currently serving the port, comprised mostly of buses and taxis, do not satisfy the growing demand and current connections are dependent on the traffic situation on the port area, where heavy congestion tends to develop, especially during peak hours and passenger ferry docking times.

This growing demand is also reflected at Tallinn Airport which has shown continuous growth in the past years and whose passengers and employees require efficient links to Tallinn and the surrounding hinterland.

The need for better transport connections is further highlighted when Tallinn Central Train Station and Central Bus Station are taken into account. Both of these rely on bus and taxi connections to reach the Vanasadam passenger Port, a tram connection serves to reach the Airport and Rail Baltica Railway Station Tallinn Ülemiste . As mentioned previously these are subject to the same growing congestion problems and unreliability as seen in the current services between Vanasadam and Rail Baltica Railway Station Tallinn Ülemiste .

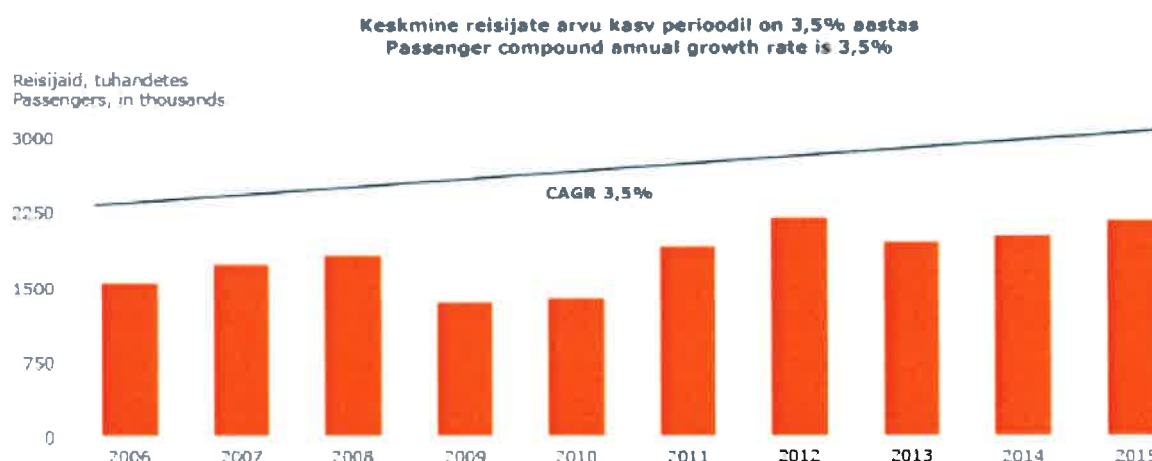


Figure 1-1: Passenger Statistics for Tallinn Airport¹

For this reason the travel between the two TEN-T nodes is being hindered and is affecting attractiveness for potential and actual passengers, who prefer to seek other modes of transportation.

¹ www.tallinn-airport.ee



Figure 1-2: Areas requiring better connectivity

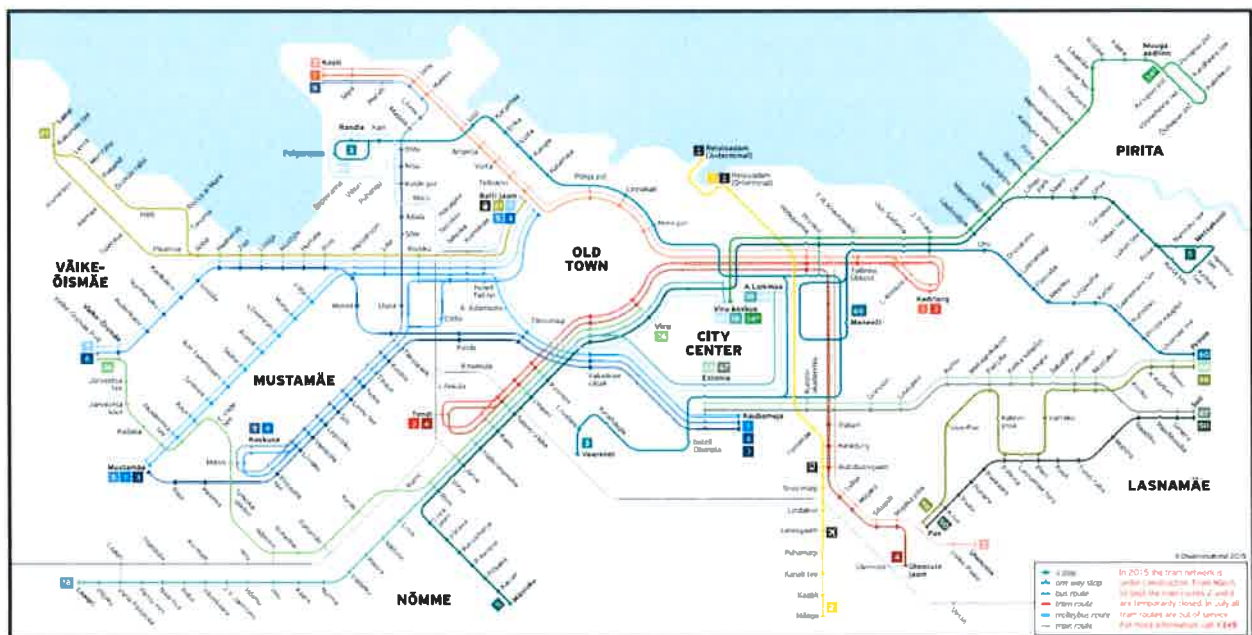


Figure 1-3: Tallinn Public Transport Map²

² www.visittallinn.ee

2.1. Related documentation

Document	Availability
Analysis on the best tram route to the port (IB Stratum 2015)	http://media.voog.com/0000/0038/5372/files/Tallinna%20sadama%20trammi%20%C3%BChendus%2011%20veebr%202016.pdf
Technical conditions for design of the tram line (Tallinna Linnatranspordi AS)	Annex I of the current document
Tallinn main street design (phases I and II)	http://peatanav.ee/ http://voistlus.peatanav.ee/entries/kevad-linnas-2/ https://dl.dropboxusercontent.com/u/32308627/Peat%C3%A4nava%20ideekonkursi%20II%20etapp/AUL.zip
Study for pedestrian routes between the port area and city center (under preparation)	Will be made available to the extent ready
Ülemiste terminal area detailed plan (Hendrikson & Ko; under preparation)	http://railbaltic.info/et/materjalid/detailplaneeringud/category/25-ylemiste-yhisterminali-detailplaneering
Baltic Urban Lab	http://www.balticurbanlab.eu/sites/skoone-bastion-area
Ülemiste ühisterminali rajamise eeliste väljaselgitamine (IB Stratum 2014)	http://www.tallinn.ee/est/ehitus/Linnaruumlise-arengu-ettepanekud http://www.tallinn.ee/est/ehitus/g6844s71329 http://www.tallinn.ee/est/ehitus/LISA-1-Ulemiste-terminal.pdf http://www.tallinn.ee/est/ehitus/LISA-2-umberistumise-vajadus.pdf http://www.tallinn.ee/est/ehitus/g6844s71327
Tallinn airport tram connection construction plan drawings (K-Projekt 2017)	Will be made available upon request
Kopli tram connection construction plan (K-Projekt 2016)	Will be made available upon request
Põhja-Tallinna liikuvusuuring (IB Stratum, 2014) – mobility study for North-Tallinn	http://www.tallinn.ee/est/g6456s86473
Rail Baltica CBA (EY, 2017)	Will be made available when publicized

3. Focus of this Study

The purpose of this study is the pre-design of an optimal solution, from a technical and economic standpoint, for the connection between Vanasadam and Rail Baltica Railway Station Tallinn Ülemiste . These two nodes form a main part on the North-Sea Baltic Core Network Corridor.

The main objective is to ensure an efficient link between both TEN-T nodes, by providing a sustainable, high quality, high capacity and fast connection, in order to integrate urban, suburban and international passenger flows.

The study will be divided into two phases. The activities performed during both phases must be conducted in close cooperation with relevant stakeholders (City of Tallinn, Port of Tallinn, possible land owners).

Phase One

The first phase is the development of different alternatives with technical, technological and spatial solutions for the connection needed. These alternatives have to include a cost-benefit analysis in order to compare them. The Contractor must also provide a recommendation for the best option. The alternatives should include, but are not limited, to the following:

- Light rail connection between Vanasadam and Rail Baltica Railway Station Tallinn Ülemiste , passing through the Main Railway Station (Balti jaam).
- Tram connection connecting Vanasadam, Rail Baltica Railway Station Tallinn Ülemiste and Main Railway Station (Balti jaam) with/without a possibility of using Reisijate street for a loop.
- Tram Connection between Vanasadam and Rail Baltica Railway Station Tallinn Ülemiste . For the tram routes the Contractor shall take into account the study on possible tram routes by IB Stratum (2015) and the results of the Tallinn main street design contest (see 2.1 of the current document).

Should the Contractor wish to propose new ideas, these have to be defined in advance with the Contracting authority (RB Rail AS), and relevant stakeholders.

Activities for Phase 1 are covered in following chapters 3.1 and 3.2; the cost-benefit analysis covered in 3.4, must be done for both Phases of the study.

In consultation with the Contracting authority and relevant stakeholders a preferred alternative will be chosen. This decision will be made by means of a Multi-Criteria Decision Analysis that will take into account Lifetime-Cycle-Costs, accessibility, environmental advantages, and safety etc.

Phase Tw

During the second phase of the project the Contractor will provide the complete structural pre-design and provide a detailed cost calculation for the construction of the chosen alternative. The pre-design shall be thorough enough to design, organise the construction of the selected route, and acquire the building permits needed. Acquiring of the building permits is including in the scope of the Contractor's tasks and is seen as the ultimate goal of the Contractor's services in terms of the current contract. This includes providing an in-depth environmental study on all relevant environmental and climate change issues in consultation with relevant authorities who are in charge of environmental matters. The study will be used for procedures of EIA/SEA set by the respective authorities if it will be applicable (EIA/SEA procedures are not in the scope of this study).

Therefore, the Contractor shall carry out several detailed studies and analyses. During these analyses it may be found that the costs estimated in Phase 1 are subject to change. If this is the case, the Contractor must perform additional comparison between alternatives to evaluate any possible change.

The Contractor will provide a clear methodology regarding how each of the above phases will be developed including how the existing information will be taken into account, and what steps will be taken to ensure accuracy of information. The coordination and intercommunications between all parties involved is the responsibility of the Contractor.

It is a requirement that this study is carried out in a manner that takes into account and is sensitive to the Global Rail Baltica project.

Among environmental, social, spatial and other factors mentioned below, the Contractor must take into account the changes on Rail Baltica Railway Station Tallinn Ülemiste and the plan for a minimum impact on private properties.

Activities for Phase 2 are covered in chapter 3.3; the cost-benefit analysis covered in 3.4, must be done for both Phases of the study.

3.1. Development of alternative routes for tramways or light rail

For the first phase of the project the focus is on the development of at least three alternative solutions or variations for the links between Rail Baltica Railway Station Tallinn Ülemiste and Vanasadam.

The alternatives developed have to consider, but not necessarily have to be part of every alternative, the following important nodes:

- Tallinn airport;
- Ülemiste Railway Station;
- Tallinn main Railway Station;
- International Bus Station;

- Hobujaama Bus Station;
- Port Terminals D and/or A, B.

The most important objective for proposing the routes is to provide a convenient, quick and dependable high-quality connection between Tallinn Old City Harbour/Vanasadam and Rail Baltica Railway Station Tallinn Ülemiste . Thus, among other things, the Contractor has to develop the solutions in consideration of the street space and capacity (potential “bottlenecks” of tramway tracks, including Hobujaama stop), ownership of the plots of land on the route (supposedly, the infringement of private ownership should be as small as possible) and establishment of railway connection by using existing railway corridors. When choosing alternatives, it is crucial to consider investment cost and future operational costs. In view of the aforesaid, the Contractor is required to develop and coordinate with the Contracting authority a methodology that would serve as a basis for providing alternative solutions.

Chosen routes are considered alternative route solutions only if the trajectory of the route differs from other route options to a significant extent. If necessary, the Contractor also has to prepare draft plans for variations of different route solutions (e.g. if the route differs from proposed basic solution only by using shorter distance).

3.2. Draft plans for alternative route solutions

Based on the alternative routes, the Contractor has to deliver draft plans (to an appropriate scale that allows the overall impact to be determined as well as the finer detail to be investigated). Altogether two different tram routes and one light-rail route through Tallinn Main Railway Station must be drafted, which connect proposed Rail Baltica Railway Station Tallinn Ülemiste in Tallinn and Vanasadam. Alternatives must take into account already established or soon to be established detailed plans, including the detailed plan of Rail Baltica Railway Station Tallinn Ülemiste . The drafts must be sufficient to identify the feasibility and estimate the costs of each of the alternatives. In order to develop the draft plans, the Contractor has to acquire design criteria from all concerned parties (incl. network operators, Tallinna Linnatranspordi AS, and the City of Tallinn).

Alternative draft plans must address technical, design, architectural and building technology needs related to the solutions.

Draft plans must be sufficient to ascertain the feasibility and estimated cost of relevant solution. Based on the aforesaid, in order to find the best route among alternative choices, the draft plans must reflect the following:

- relevant findings of necessary studies (i.a. geodesy, traffic studies, dendrology etc);
- draft plans of roads and street space;

- draft plans of tramway (light rail) infrastructure (including the need for stops and necessary infrastructure therefore, traction substations and relevant power supply etc);
- draft plans of proposed utility networks and structures with list, volume and cost of works;
- draft plans for reconstruction of existing utility networks and structures, with list, volume and cost of works;
- solutions for relocation and protection of network operators' communications provided by corresponding network operators according to design criteria provided for alternative solutions with list, volume and cost of works (to the extent necessary for completion of works in the first stage);
- rainwater solutions with list, volume and cost of works;
- solutions for street lighting;
- reorganisation of affected cityscape, including green areas;
- solutions for placement of traffic control devices (primarily traffic lights solutions and potential changes in traffic management, such as reconstruction of junctions) with list, volume and cost of works;
- plot distribution plans;
- rolling stock and their maintenance (for trams the existing fleet and maintenance facilities should be taken into calculation and determined if additional units should be planned; for a light rail connection new fleet and maintenance facilities determined);
- preliminary construction effort and costing for all proposed alternatives.

For introduction of alternative draft plans, the Contractor has to create 3D visualisation of the plans to allow for presentation and assessment of the complexity of the solution, and suitability with the surrounding environment on high visual level.

The alternative draft plans undergo a public display and hearing process and have to be confirmed by all relevant parties (including the City of Tallinn, utility owners, plot owners etc.). It is the Contractors duty to organize the public display and hearings and collect opinions of the relevant parties.

In order to accomplish the above mentioned draft plans, the following studies are required to be carried out:

- Geodesy

The Contractor must have enough geodesic information to draw the draft plans. On this matter, existing Geodesy data proven valid may be used.

- Geotechnical studies

Detailed geotechnical studies do not need to be carried out for this phase of the project. The Contractor can use existing research studies on this topic.

- Traffic studies and cityscape planning

It is responsibility of the Contractor to prepare traffic surveys and coordinate with the responsible actors by preparing a methodology to carry out the traffic studies.

In the process of preparing alternative draft plans, the Contractor has to consider public transport routes, the need and locations of public transport stops and the need to ensure access to the stops. Based on proposed solutions, it may become necessary to change the location of existing public transport stops or propose new ones. Public transport related solutions must be considered in the case of all comparable alternatives.

The Contractor has to prepare alternative draft plans in view of functioning cycle track and footpath connections, incl. planning necessary safe crossings for roads, streets and railway tracks. Optimum solutions for cycle tracks and footpaths, incl. the solutions for roads, streets and railway crossings must be prepared for all comparable alternatives.

Analysis of alternatives should assess potential impact on green areas next to the route and propose solutions for designing good urban space.

The traffic study must address all of the alternatives selected and must include at least the following:

- An overview on the existing infrastructure and additional data collection (incl. surveys)
- Traffic forecasts (including a mobility analysis on origin-destination matrixes). The methodology for preparing the forecast shall be coordinated with the Contracting authority in the course of work (see more on passenger traffic forecasts in point 3.4.4)
- Analysis on bicycle and pedestrian paths, so that the plans contain safe designs on crossings between streets, pedestrian and bicycle routes and rail infrastructure.
- Specification of oversized cargo routes
- Analysis on the existing public transport, including the analysis on routes, location of public infrastructure and possible changes (on stops or schedules) that assure the access to stations and the fulfilment of the people's necessities.
- Road and pavement designs must be based on the technical specifications of the city of Tallinn as much it is necessary for cost calculations. It is responsibility of the Contractor to get access to up-to-date information.

- Utility Infrastructure

For all of the alternatives, draft plans on reconstruction or changes made to the utility infrastructure have to be delivered. The technical specifications for utility infrastructure must meet the requirements of the institution responsible for it.

Alternatives must also reflect the needs of establishing, liquidating and altering main utility networks so that it would allow estimation of the cost of required works as accurately as possible. It is the duty of the Contractor to collect information from network operators and other concerned persons to provide the Contracting authority with certainty with regard to the suitability of solutions. In this stage, it is not necessary to apply for official conditions and approvals with regard to utility networks, but it may be done, if the Contractor considers it necessary.

If necessary, the Contractor must take into account additional substations required for traction. If calculations show that further substations are needed then it is necessary to prepare a general scheme for the electrical lines, which will consist of medium-voltage (DC 600V) power cables, the substations supply area of the grid and the interconnection with the surrounding grid and substations. All the necessary calculations or relevant computer simulations are required.

The plans for the utility infrastructure must be drawn up on a scale which allows the following:

- Assess environmental and spatial suitability
- To assess the amount of work needed
- To evaluate and compare the alternative solutions
- Coordination with network owner

3.3. Structural pre-design and construction cost calculation

The second phase of the project focuses on the structural pre-design and cost calculation for the chosen alternative. The pre-design must be sufficient in scope to be able to acquire building permits from relevant authorities on the basis of it.

Building permit on the pre-design is the ultimate result of the Contractors work under this contract.

The pre-design must follow the results of the Tallinn main street project and the results of its design competitions. The Contractor is required to cooperate during the development of the pre-design with the winners of the design competitions and the architectural solutions developed by them. The solutions of the Contractor and the winners of the design competitions must be compliant and mutually implementable. The Contractor shall include such cooperation and possible architectural development works as part of the pre-design in their offer to the current procurement.

Pre-design plans for the chosen solution have to be delivered along with a detailed cost-benefit analysis. The preliminary plans done in the first phase can be adjusted to supplement

alternative solutions and in case of relocation of the utility infrastructure. Also a list of works, costs and time frame has to be handed out with the pre-design plans. On this phase, more detailed studies have to be carried out, such as the following:

- Geodetic studies

The entity performing geodetic surveys must ensure sufficient survey volume necessary for preparing draft plans that allows assessing the location and suitability of solutions in the environment.

- The entity performing geodetic survey must adhere to the requirements provided in the Regulation no. 70 of the Minister of Economic Affairs and Communication of Republic of Estonia of 27.08.2007 "Procedure for performing geodetic surveys". Scale 1:500.
- When determining the volume of works of geodetic surveys and performing geodetic surveys, the Contractor has to take into account that surveys must be performed in volume that allows achieving the purpose of the work.
- In the course of performing geodetic surveys, it is necessary to specify and indicate on the plan utility networks and structures located in the project area and corresponding protected zones. It is also necessary to indicate on the plan the utility networks, protection zones of which are subject to proposed activities related to the draft plan.
- Geodetic survey must be coordinated with the owners of the utility networks located in the project area and with the owners of utility networks and structures, protection zones of which are subject to proposed activities related to the draft plan.
- In the course of performing geodetic surveys, it is necessary to specify and indicate on the plan boundary markers of cadastral units located on the surveyed area and boundaries of cadastral units specified according to boundary reports. Surveys include submission of a table of the designation of boundary markers, which must include at least the following information:
 - name of cadastral unit;
 - cadastral register number;
 - number of boundary marker on the geodetic base plan;
 - number of boundary marker in boundary report;
 - description of boundary marker (boundary stone, metal pipe, etc.).
- Upon presence of unreformed state land, relevant information must be indicated on the geodetic base plan.

- Geotechnical studies

Geotechnical studies on field must be carried out. Therefore it is necessary the preparation of a detailed plan with the location and depth of proposed drills, which have to be coordinated with the responsible parties.

- Traffic and pavement studies

Preparation of traffic management solution for the construction period, that would, among other things, consider the issues related to the functionality of public transport and pedestrian mobility, incl. necessary temporary roads, access, railway sections and rail crossings, along with the list, volume and cost of works.

- Utilities and Infrastructure

In the course of preparing the pre-design for the chosen solution, the Contractor is required to specify the draft plans of reconstruction of utility networks and structures regarding the chosen solution and temporary relocation of utility networks and structures.

The Contractor must obtain approvals in principle from the network operators for the draft plan of temporary (for construction period) relocation of utility networks and structures.

3.4. Cost-Benefit Analysis

The Contractor must provide a CBA for both phases of the project. In the first phase the Contractor will recommend an alternative based on the budget and the investments estimated for the full range of alternatives. A comparative feasibility based on the CBA has to be presented in accordance with the "Guide to Cost-Benefit Analysis of Investment Project".

In the second phase more detailed information on costs is going to be available from the detailed studies. Therefore, the necessary changes and analyses have to be made to the CBA in order to develop a better evaluation on the project and the best alternative.

3.4.1. General information

The Contractor will provide to the Contracting authority a detailed methodology for carrying out a CBA for the selected option. This methodology will be clarified and approved in advance with the Contracting authority and other involved stakeholders as necessary.

This methodology will include the definition of a baseline scenario, working with general economic development scenarios of the region, passenger traffic forecasts, financial analyses, socio-economic analyses, and risk and sensitivity analyses according to EU CBA guidelines.

Result of the CBA should be compatible to be included in Global Project CBA tool (Rail Baltic CBA, EY, 2017).

3.4.2. Definition of “do-nothing” scenario

The Contractor shall make extensive analysis and quantitative description of “do-nothing” option, against which the upgrade options for this extension shall be evaluated.

This task shall address the characterisation of the (development of) offer of transport services across the different modes: this should include the characteristics of the services provided and their associated qualitative and quantitative performance metrics – passenger counts, travel time, availability, punctuality, comfort, quality of pre-trip, on-trip and post-trip services and assistance, available and utilised transport capacity, state of the infrastructure facilities – along with current and foreseeable tariffs and all relevant elements affecting generalised costs of transport based on network model.

Particular emphasis is to be given in this context to the current and foreseeable state of development of the infrastructure of the relevant modes of transport and, in particular, of the public transport network within Tallinn. The location of the current infrastructure should be shown through maps including the relevant elements required for demand forecasts as well as information regarding the scope and timing of planned/foreseeable major interventions – new builds, upgrades, reconstructions or major maintenance operations.

The description of do-nothing option must include the following (but not be limited to) factors:

- planned investment in the upkeep of the existing public transport network (including trams, busses and trolley busses), rail, and road, infrastructure in the Tallinn and surrounding regions;
- maintenance costs of existing transport modes in the regions served by the public transport network of Tallinn if the passenger traffic uses the existing modes (this assumes no upgrades to existing services);
- Economic costs and benefits of existing transport traffic, including in terms of air and noise pollution, traffic accidents, etc.

All preliminary and draft results will have a format that has been agreed in advance with RB Rail AS. The result of the CBA might be incorporated (by RB Rail AS) in Global Project CBA update, if necessary.

3.4.3. Working with general economic development scenarios of the region.

The ultimate objective of EU Regional Policy is to promote growth in assisted areas through investment projects. As a result of such assistance higher levels of cohesion between new Member States and the rest of the EU are to be expected. This will necessarily lead to new intra-Community trade flows (and also some new trade flows between the EU and other regions) with a consequent re-orientation of major transportation axes in the region. It is in this context of

change that appears important to maximise the opportunities for public transport within Tallinn, revamp its competitive profile, and offer new and improved services to the public.

The term "Region" in the context of this study comprises of the areas served by the existing and proposed areas served by the Tallinn public transport network. Particular attention shall be paid the potential of growth in daily commuter numbers using Tallinn passenger port (Vanasadam).

This task should deal with the prognosis of the macroeconomic evolution in the region and of its impact on the forecast demand for, and supply of, transport services in the context of construction of the Rail Baltica fast conventional connection and the new services and upgrades to Rail Baltica Railway Station Tallinn Ülemiste .

Analyses should be referred to the time horizon equal to 30 years from the assumed end of construction.

In this context, the Contractor shall identify and characterise in a qualitative and quantitative manner the background scenarios that are to be used as the basis for carrying out the CBA.

The scenarios shall include the quantification of the factors influencing demand for, and supply of transportation services. To this end, the Contractor shall ensure the constitution of an appropriate knowledge base of the relevant data on which to base such scenarios. In particular, this task shall be carried out considering the following:

- Main shifts in the economies and in the pattern of economic relations within the catchment of Tallinn's public transport network;
- Scenarios must reflect major alternative options in the EU transport policy.

Scenarios for analysis will be developed for the scenarios chosen in conjunction with RB Rail AS and other relevant stakeholders.

3.4.4. Passenger traffic forecasts

For each scenario developed in the previous section, the Contractor shall prepare passenger traffic forecasts for the project reference period, considering both modal shift and induced demand for the extended services. The passenger traffic forecast shall include the quantification of the factors influencing demand for, and supply of transportation services. To this end, the Contractor shall ensure the constitution of an appropriate knowledge base of the relevant data on which to base such prognoses.

Traffic forecasts for each scenario should be identified through an ad-hoc demand analysis based on the identification of the:

- Connection to the transport networks within the Region should be described in terms of distances, quality, capacity, and speed/flow relationship. Network changes due to the project option should clearly be included.

- Current Demand. Current demand should be identified by considering;
 - a) Origin destination matrices from models allowing for trip generation, distribution, modal splits, and assignment;
 - b) a base-year traffic assigned to the transport network and validated against traffic flows.
- Diverted and Induced Demand. The choice of a specific model to calculate diverted and induced demand should be justified on the basis of any data available concerned with how competing modes may respond to alternative investment options. The relevant model may include changes in trip generation, distribution, mode split, and assignment.
- Forecasted Demand. Demand forecasts over the entire project reference period should be made at least by using
 - a) elasticity estimates to generalised costs and income, and
 - b) forecasts of population and economic growth. Eventual bottlenecks on the Tallinn public transport network and surrounding railway infrastructure should be considered when forecasts are made.

In the demand forecast, the additional transport demand concerning the extended network shall be presented separately in two aspects:

- a) transport demand generated by internal economic ties within the region under observation (definition see above);
- b) transport demand generated by the growth in passenger numbers;

For main market segments sensitivity studies are to be carried out to estimate the elasticity of the demand in regard to transport generalised costs, i.e. those main factors and parameters that ultimately will influence modal shift by customers. In this context, particular attention is to be devoted to:

- Analysis of elasticity of demand for changes in price, time, frequency, and quality of service for local traffic, international traffic, and transit traffic.

Traffic modelling needs to consider:

- The region served by Tallinn's public transport network
- Mega trends, including demographics and macroeconomics
- Current transport routes in the region commercial reasoning behind these
- Alternative transportation sector development trends: road, bus, trolley bus and their competitive position against the extended service
- Light rail/tram transportation industry trends and new technologies

- Induced and modal shift traffic forecasts
- Traffic forecasts need to be justified using the following data:
 - Interviews with passenger operators in Estonia
 - Surveyed data regarding passenger movements
 - Statistical information
 - Information from relevant past case studies of similar infrastructure development regarding uptake of traffic for a new line, and the actual numbers as compared to earlier studies and forecasts

The results shall be presented from network perspective (network transport model).

3.4.5. Identification of options for the extended service

The Contractor shall define and describe the project development options for CBA analysis using the same level of detail as for Section 3.4.2 above.

3.4.6. Financial analysis

The financial analysis shall be carried out by the Contractor according to the EU CBA guidelines, in particular:

- The cash flow forecasts need to include costs of infrastructure and approximated rail operator revenues and costs
- Contractor must consider various infrastructure funding principles, incl., various levels of public subsidies, public service obligations etc. (if any subsidies are forecasted)
- Financing gap will be calculated concerning the project development options referred to above.

3.4.7. Socio-economic analysis

The socio-economic analysis shall be carried out by the Contractor according to the EU CBA guidelines.

3.4.8. Risk and sensitivity analysis

The risk and sensitivity analysis shall be carried out by the Contractor according to the EU CBA guidelines.

3.5. Interaction with the overall CBA

The Contractor will detail as to how this CBA will interact with and compliment the Global Project CBA. Results from this study will be used as further input for Rail Baltica CBA study (completed in April, 2017), if necessary.

4. Project Management

4.1. Management structure and cooperation

In this overall context, the Contracting authority, is deemed as the administrative instance and will be responsible for making the principal decisions. The Contracting authority will be responsible for settling the operative and professional issues.

The Contractor will arrange for formal coordination and decision making on project interventions and establish an adequate internal project management structure. Progress meetings with the Contracting authority and stakeholders are held at least once per month. Regular project management meetings shall be scheduled at least 2 times per month. If needed, ad-hoc and weekly meetings can be arranged, which may be initiated both by the Contractor or the Contracting Authority.

In carrying out a task the Contractor shall request, receive, and review claims by all persons, which are affected by the envisaged measures. The Contractor shall coordinate and consult with representatives of the involved municipalities, including expert in charge of the development, implementation and monitoring of spatial development planning documents, and decision-makers.

In cooperation with the Contracting authority, the Contractor, after agreeing the particular work steps, shall regularly inform the society on the progress of the project, or shall submit to the Contracting authority the relevant information to ensure that the wider society remains informed.

Upon a request by and in the term (within two business days) set by the Contracting authority the Contractor shall prepare project updates and presentations within this study (in a language determined by RB Rail AS) demonstrating both main conclusions at that time, and an overview of the project progress.

Upon a request by the Contracting authority the Contractor shall take part and, where necessary, prepare informative materials or work reports in meetings, forums, discussions, etc. organised by the Contracting authority or where the Contracting authority shall take part. Such events are, for instance, Rail Baltica Task Force meetings, workgroups, meetings in the European

Commission, meetings with stakeholders in Lithuania, Latvia, Estonia, Poland, or Finland, conferences, discussions, etc.

4.2. Project schedule

The deadline for the performance of the procurement contract shall be up to 72 weeks from its commencement date. Where the contract is concluded after 1 June 2017 the deadline shall be by 15 December 2018.

The Contractor shall provide in its work programme enough time for the review of submitted reports and deliverables by representatives of the Contracting authority and other stakeholders, leaving at least 4 weeks for the review and preparation of their statement.

4.3. Project execution site and staff

The primary base for the project will be the office facilities of the Contractor. In order to perform the project tasks visits within the region to make the interviews, site visits, and field research will have to be carried out.

The Contractor shall have specialist knowledge and suitable track record in **project management, economic analysis, civil engineering (relating to light rail, road, and buildings), light rail/tram operations, urban design, and urban planning**. All categories of experts shall have all documents (licenses, permits, certificates, etc.) evidencing the right and capability to perform the work required for the assigned task. All the experts shall have relevant qualification and experience in their respective field.

The experts who have a crucial role in implementing the contract are referred to as key experts. Up to 7 (seven) key experts have been identified for the current project. The assigned Project Manager should be an international expert with a high-quality and well known track record in one of the key components addressed by the Project and should also possess demonstrated project management skills.

It is for the Contractor to decide on the most appropriate mix of key experts and other staff. The Contractor shall select and hire other experts as required according to the profiles identified in the section on Organisation & Methodology of his Technical Proposal and according to the requirements of these Terms of Reference. The proposed profiles of experts must indicate their category, i.e. as being long-term or short-term, international or local, and senior or junior experts, in order that it is clear which fee rate will apply. For purposes of this Contract, international experts are considered to be those whose permanent residence is outside the Estonia while local experts are considered to be those whose permanent residence is in Estonia.

Where possible, the Contractor shall ensure active use of local professional skills, and a suitable mix of international and local staff in the Project Team and task forces. All experts must be free from conflicts of interest in the tasks or responsibilities accorded to them.

The selection procedures used by the Contractor to select these so-called Other Experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.

The Contractor shall propose an optimum structure for the Project Team, based on the Services Requested in the terms of reference, and where possible propose a core team with cross-functional roles.

The Contractor shall include in his Technical Proposal a description as to arrangements made regarding the backstopping of all key experts. Backstopping costs are considered to be included in the fee rates.

The successful Contractor shall make his own arrangements for office facilities, personal computers and other facilities of appropriate standard for the production of high quality study results.

The Contractor shall ensure that experts involved in Project are adequately supported and equipped. In particular he shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. The Contractor must also transfer funds as necessary to support its activities under the Contract, and ensure that his employees are paid regularly and in a timely fashion.

Costs for project administration and office operation, including telecommunication costs, shall be included in the fee rates proposed for the project experts.

If the Contractor is a consortium, the arrangements should allow for the maximum flexibility in project implementation.

4.4. Milestones

In order to facilitate the monitoring and evaluation process the Contractor, in collaboration with RB Rail As and the relevant stakeholders, shall define a detailed set of indicators relating to the achievement of project objectives. This shall be finalised before submission of the Inception Report.

Suggested Milestones for this project are as follows:

- Development of alternative routes for tramways or light rail and delivery of Interim Report 1 (hereinafter – **Milestone 1**);
- Complete draft plans for the proposed alternatives and delivery of Interim Report 2 (hereinafter – **Milestone 2**);
- Complete construction cost calculation and CBA of the proposed alternatives and delivery of Interim Report 3 (hereinafter – **Milestone 3**);
- Complete Predesign of the preferred option (hereinafter – **Milestone 4**);

- Complete construction cost calculation of the Preferred Option and delivery of Interim Report 4 (hereinafter – **Milestone 5**);
- Completion of CBA for Preferred Option and delivery of Draft Final Report (hereinafter – **Milestone 6**);
- Building permit for the Preferred Option and delivery of Final Report (hereinafter – **Milestone 7**).

The Contractor is free to suggest alternative/additional Milestones that need to be approved by RB Rail As.

4.5. Reports and deliverables

4.5.1. Reporting

A Project Inception Report is required within two weeks after commencement of the project. Any clarifications or amendments to the present Terms of References shall be carried out during the inception period of the Project, and shall be agreed with the Contracting authority. The Inception Report:

- shall demonstrate the understanding of assignment by the Contractor; and
- shall demonstrate the further implementation plan of the study, including the schedule of workgroup meetings, and a detailed work programme of other works.

Interim Reports shall be drafted in digital editable format (*.doc, *.docx, *.ppt, *.pptx) and shall be submitted to the Contracting authority one business day prior to presentation of the report in a meeting. Interim Reports shall provide a short description of the progress (technical and financial), including issues and problems that have arisen or that are foreseen, and planned activities for the coming months.

Progress Reports shall be drafted in digital editable format (*.doc, *.docx, *.ppt, *.pptx) and shall be submitted to the Contracting authority one business day prior to presentation of the report in a progress meeting. A progress report will be more in-depth than the Interim reports and will give a detailed description of the progress (technical and financial) and cover all aspects of the service in terms of its content, incl. information on the work progress and conclusions within working tasks, as well as questions and issues. The aim of the progress reports is:

1. To receive timely information from the Contractor regarding progress of works and initial conclusions and recommendations;
2. To provide the Contractor with the possibility of receiving, in a timely fashion, comments, opinions, and recommendations on issues related to service performance.

The study results shall be presented in a Draft Final Report and researched and elaborated data including list of sources must be submitted in an editable Excel database. Cartographic material where required must be submitted in vector format. These have to be submitted to RB Rail AS for comments and approval.

The term for the elaboration of the study until the Draft Final Report shall not exceed 62 weeks after the signing of the Contract. The Contractor shall be responsible for the elaboration of the study documentation. Exchange of information between the Contractor and the Contracting authority shall be carried out in the written form, including e-mails. Provided it is necessary, joint meetings, seminars, and other activities shall be organised in compliance with these Terms of References as well as the methodology, suggested by the Contractor.

The Contracting authority shall review the Draft Final Report, and provide comments on the deliverables within 4 weeks of receipt of the Report from the Contractor;

Within 1 week of receiving written comments from the Contracting authority, four hard copies and one soft copy of the Final Report as well as the final database shall be submitted to the Contracting authority.

4.5.2. Meetings

The Contractor shall organise project meetings for Interim and Project reporting as per the schedule set out in 4.6, where the Project Managers and their deputies of the Contracting authority and Contractor will be in attendance. Whenever needed, other project members and relevant stakeholders are invited to these meetings.

Whenever needed (where the Contracting authority or Contractor have gathered enough queries, where a decision needs to be taken, or a need has arisen to discuss and accept results of one project stage), ad-hoc meetings can be organised. Time of the meeting is mutually agreed. The meeting is led by the project manager of the Contracting authority or Contractor; if they are not available – their deputies; where also they are not available – a committee member is assigned to manage the meeting.

Working materials (including a PowerPoint presentation), agenda of the meeting, and list of participants shall be submitted no later than one business day prior to the meeting. Decisions taken at the meeting are registered in the minutes of the meeting. Minutes will be taken by an expert assigned by the Contractor. Minutes of the meeting are sent by email to the meeting participants within two business days following the meeting. Where within two working days after minutes of the meeting have been sent the participants have not submitted any comments, the minutes of meeting are deemed approved. Approved minutes of meeting are signed by the project managers of the Contracting authority and the Customer during the next meeting.

4.6. Submission and approval of reports and deliverables

The Draft Final Report and Final report shall be submitted in English and Estonian. Inception reports and Progress Reports shall be submitted in English. Upon request by the Contracting authority some deliverables or parts thereof may have to be submitted in the Estonian language. All reports shall be submitted in hard and soft copy. The Contractor must submit the documents (hard and soft copy on CD) and database (soft copy) in person or by courier to the Contracting authority's representative.

Time schedule of deliverables and approval thereof is presented in the following table. The Contractor may submit an updated report and deliverable submission schedule included within the project inception report only in reasonably justified cases.

Deliverables/Reports	No. of copies	Submission schedule	Approval by RB Rail AS
Inception Report	4 hard copies, 1 soft copy	CD* +6 weeks	4 weeks after receipt
Interim Report 1	4 hard copies, 1 soft copy	CD* + 14 weeks	4 weeks after receipt
Interim Report 2 (including an updated Interim Report 1)	4 hard copies, 1 soft copy	CD* + 26 weeks	4 weeks after receipt
Interim Report 3 (including an updated Interim Report 2)	4 hard copies, 1 soft copy	CD* + 38 weeks	4 weeks after receipt
Interim Report 4 (including an updated Interim Report 3)	4 hard copies, 1 soft copy	CD* + 50 weeks	4 weeks after receipt
Draft Final Report (Including an updated Interim Report 7)	4 hard copies, 1 soft copy	CD* + 62 weeks	6 weeks after receipt
Final Report (Including Building permit)	4 hard copies, 1 soft copy	CD* + 72 weeks	4 weeks after receipt

(*) CD: commencement date of the contract

Reports and other documents will be officially delivered and accepted, the Contracting authority or its authorised representative will approve the receipt of the document in writing by signing the acceptance-delivery protocol.

The content of the deliverables/reports to be drafted and delivered and issues to be agreed as part of the project are summarised in the table below.

Week	Deliverables/Reports	Minimum content/ issues to be agreed
6	Inception Report	Analysis of the base-line situation, issues, problems and work plan for the project. Clarified general project implementation plan, reference situation (conditions), and general elaboration methodology.
14	Interim Report 1	<p>This will provide a detailed description of the activities to date and indicate the correlation with the work plan. Problems that have arisen will be described and their implications, financial, time, and to the overall outcome of the project, predicted as far as possible.</p> <p>Foreseen issues will be raised and this will act as a starting point for discussions with RB Rail AS. Initial results that exist relating to the analysis of the three options will be described here.</p>
26	Interim Report 2 (including an updated Interim Report 1)	<p>Detailed description of the progress (technical and financial), including issues and problems that have arisen, are foreseen, and planned activities for the coming months.</p> <p>This will include the completed draft plans for the proposed alternatives.</p> <p>This will include updates made to the first Interim Report.</p> <p>Based on this the preferred route will be selected.</p>
38	Interim Report 3 (including an updated Interim Report 2)	Detailed description of the progress (technical and financial), including issues and problems that have arisen, are foreseen, and planned activities for the coming months. This will include updates made to the second Interim Report.

Week	Deliverables/Reports	Minimum content/ issues to be agreed
		At this point the complete cost calculations and CBA for the proposed route will be submitted to the Contracting authority. These have to be accepted by the Contracting authority before moving on to completing the predesign.
50	Interim Report 4 (including an updated Interim Report 3)	<p>Detailed description of the progress (technical and financial), including issues and problems that have arisen, are foreseen, and planned activities for the coming months. This will include updates made to the third Interim Report.</p> <p>This will include the predesign of the preferred solution. Substantial changes made to the draft plans will be notified at this stage and included in revised construction cost calculations.</p>
62	Draft Final Report (including an updated Interim Report 4)	<p>This will include detailed descriptions of activities that have been carried out over the course of the project and updates on the timeline.</p> <p>This will contain a detailed analysis of the three initial options as well as give the reasons for the two options that were put forward for the CBA analysis.</p> <p>This will further detail the results of the CBA in detail with clear results given for both of the chosen options.</p>
72	Final Report	Final Report is drafted according to requirements of deliverables and by its content is completely in line with the Terms of Reference.

CONTRACT FOR SERVICES

Riga [●]

Contract registration number

PARTIES

- (1) **RB Rail AS**, a joint stock company registered in the Latvian Commercial Register with the No.40103845025, having its registered office at K.Valdemāra iela 8-7, Riga, LV 1010, Latvia ("**Client**"), represented by Management Board Member Ms Baiba Anda Rubesa acting in accordance with the Company's Articles of Association, on the one side,
and
- (2) [●], uniform registration number: [●], with legal address at: [●] ("**Contractor**"), represented by the management board member [●] on the basis of articles of association, on the other side,
and
- (3) **Ministry of Economic Affairs and Communications of the Republic of Estonia**, registration No 70003158, registered address at Harju 11, 15072 Tallinn, Estonia ("**Beneficiary**"), represented by RB Rail AS, a joint stock company registered in the Latvian Commercial Register with the No.40103845025, having its registered office at K.Valdemāra iela 8-7, Riga, LV 1010, Latvia, on the basis of Clause 3.2.2.(e) and 3.3.1 of the Agreement on the Contracting Scheme for the Rail Baltica, in effect as of 30 September 2016.

The Client, the Contractor and the Beneficiary are jointly referred to as "**Parties**", and each separately – "**Party**",

WHEREAS

- (A) The Client is acting as a Central Purchasing Body for the Beneficiary;
- (B) According to Clause 3.2.2.(e) and 3.3.1 of the Agreement on the Contracting Scheme for the Rail Baltica, in effect as of 30 September 2016, by signing the mentioned Agreement the Beneficiary has irrevocably authorised the Client to conclude contracts insofar as the contract price does not exceed the approved budget for the particular activity;
- (C) By letter, dated [●], the Beneficiary has approved the availability of a budget in the amount of [●];
- (D) The Client has organised procurement procedure "Rail Baltica Study on fast and high quality connection between Vanasadam Seaport and RB Ülemiste TEN-T network nodes

in Tallinn" (Identification No. [●]) ("Procurement") in which the Contractor's procurement proposal ("Contractor's Proposal") was selected as the winning bid;

- (E) This Contract is co-financed from the Connecting Europe Facility (CEF), Action No. 2015-EU-TM-0347-M,

NOW, THEREFORE, the Parties hereby without any delusion or fraud enter in to this contract ("Contract") on the following terms and conditions:

1. SUBJECT OF THE AGREEMENT

- 1.1. The activities described in the Procurement documents, including the activities described in the Contractor's Proposal, form the content of services to be provided under this Contract ("Services").
- 1.2. The Services shall result in technical study that pre-designs an optimal solution, from a technical and economic standpoint, for the connection between Vanasadam and Rail Baltica Railway Station Tallinn Ülemiste TEN-T nodes which form a main part on the North-Sea Baltic Core Network Corridor. The main objective is to ensure an efficient link between both TEN-T nodes, by providing a sustainable, high quality, high capacity and fast connection, in order to integrate urban, suburban and international passenger flows. The Services are divided in two main parts which are further subdivided in Milestones. The first part is the development of different connection alternatives with technical, technological and spatial solutions for the connection needed. These alternatives shall include a cost-benefit analysis and a recommendation for the best option. The second part of the Services shall consist of a complete structural pre-design and that shall include a detailed cost calculation for the construction of the chosen alternative and shall include all required building permits. The pre-design shall be thorough enough to design, organise the construction of the selected route. All deliverables and documents to be submitted during the execution of the Services are described in the Appendix 3 "Technical Specification" to the Procurement Regulation and shall be submitted to the Client in English.
- 1.3. The Procurement Regulation and Contractor's Proposal shall form integral part of the Contract.
- 1.4. In case of discrepancies in the wording between the text of the Contract and other Contract documents, the hierarchy shall be as follows:
 - (a) Contract;
 - (b) Contractor's Proposal;
 - (c) Procurement Regulation.

2. CONTRACT PRICE AND PAYMENTS

- 2.1. For carrying out the Services, the Beneficiary undertakes to pay the Contractor the Contract price to the extent and pursuant to the procedure specified in this Contract.
- 2.2. The Contract price is EUR [●], excluding the VAT. VAT shall be added to the Contract price.
- 2.3. The Contract price includes all taxes, fees and payments, and all costs related to the fulfilment of the specific job that can be reasonably estimated, except VAT. The prices are fixed for all the term of the fulfilment of the Contract and are not recalculated, except in cases stipulated in the Contract.
- 2.4. Any changes in the Contract price are possible only in circumstances envisaged in this Contract and are valid only if agreed in writing by the Parties.

- 2.5. Payment of the Contract price for the Services is split according to Clause 2.7 of this Contract. The Contract Price will be paid after completion of particular milestone and handing over of the relevant deliverables as stipulated in Appendix 3 "Technical proposal" to the Contractor's proposal (**Deliverable**) is confirmed by the Client and the Contractor by signing the Act of Acceptance.
- 2.6. The Contract price shall not be paid for Services or part of it, which does not comply with the provisions of this Contract or has faults, until the non-compliance or faults have been eliminated and the Client has accepted the Services delivered by signing the Act of Acceptance.
- 2.7. Payment of the Contractor's invoices will be made by the Beneficiary in *euro*, by bank transfer, within 30 (thirty) days after the date of receipt of the Contractor's invoice by the Beneficiary, issued on the basis of the approved Act of Acceptance after completing the relevant milestones and delivery of following Deliverables:
- (a) After completion of Milestone 1 (Developing of alternative routes for tramways or light rail) and delivery of Interim Report 1, the payment shall be [●] EUR;
 - (b) After completion of Milestone 4 (Acceptance of complete Predesign of the preferred option by the Client) and Milestone 5 (Acceptance complete construction cost calculation of the Preferred Option by the Client) as well as delivery of Interim Report 4, the payment shall be [●] EUR;
 - (c) After completion of Milestone 7 (Obtaining required building permits for the Preferred Option) and delivery of Final Report, the payment shall be [●] EUR.
- 2.8. Each Party shall bear its own bank charges or expenses incurred in connection with the transfer of any payments.
- 2.9. The Contractor's invoices shall contain the following Beneficiary's details:

Beneficiary	Ministry of Economic Affairs and Communications of the Republic of Estonia
Registration No.	70003158
VAT payer's No.	EE100113619
Address	Harju 11, 15072 Tallinn, Estonia
Name of Bank	AS SEB Pank
Bank Code	EEUHEE2X
Bank Account No.	EE221010220027690221

- 2.10. The time of the payment shall be the date evident on the payment order of the Beneficiary.
- 2.11. If, by the time of paying a part of the Contract Price, the Client or the Beneficiary has obtained a claim of contractual penalty or damages against the Contractor, the Beneficiary shall have the right to deduct the relevant amount from the part of the Contract Price payable by submitting the relevant reasoned statement of set-off in a written format, or if the communication takes place over e-mail, in a format which can be reproduced in writing; i.e. the Client and the Beneficiary are entitled to set off the claim of contractual penalty or damages against the invoices payable to the Contractor. The statement shall be submitted at the same time as the payment or immediately after the execution of the payment, or if the amount owed by the Contractor exceeds the amount of the payment, at the latest on the date the payment would have fallen due.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES.

3.1. The Contractor's rights and obligations

- 3.1.1. The Contractor has the right to consult with the contact person of the Client in regard to matters related to the Services.
- 3.1.2. For provision of the Services the Contractor may use publicly available and trustworthy information sources.
- 3.1.3. The Contractor has the right to receive payment of Contractual price or part thereof upon completion of the Services in accordance of this Contract.
- 3.1.4. The Contractor is obliged to perform Services in accordance with the Contract, its Annexes, and applicable laws.
- 3.1.5. The Contractor shall verify and shall not procure goods or services from sub-contractors which comply with any of the following criteria:
 - (i) The subcontractor or a person, who is a member of the Management Board or the Supervisory Board or procurator of the sub-contractor, or a person having the right to represent the sub-contractor in activities related to a subsidiary, has been found guilty in any of the following criminal offences by a such punishment prescription of prosecutor or a judgement of a court that has entered into effect and is non-disputable and not subject to appeal:
 - bribetaking, bribery, bribe misappropriation, intermediation in bribery, taking of prohibited benefit or commercial bribing;
 - fraud, misappropriation or laundering;
 - evading payment of taxes and payments equivalent thereto,
 - terrorism, financing of terrorism, invitation to terrorism, terrorism threats or recruiting and training of a person for performance of terror acts;
 - (ii) A subcontractor, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of an infringement of employment rights which means:
 - employment of such one or more citizens or nationals of countries, which are not citizens or nationals of the European Union Member States, if they reside in the territory of the European Union Member States illegally;
 - employment of one person without entering into a written employment contract, not submitting an informative declaration regarding employees in respect of such person within a time period laid down in the laws and regulations, which is to be submitted regarding persons who commence work;
 - (iii) A subcontractor, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of infringement of competition rights manifested as a vertical agreement aimed at restricting the opportunity of a purchaser to determine the resale price, or horizontal cartel agreement, except for the case when the relevant authority, upon determining infringement of competition rights, has released the candidate or tenderer from a fine or reduced fine within the framework of the co-operation leniency programme;

- (iv) Insolvency proceedings of the subcontractor have been announced (except the case where a bailout or similar set of measures is applied within insolvency proceedings oriented towards prevention of possible bankruptcy and restoration of solvency of the debtor, in which case the Contractor evaluates the possibility of such subcontractor to participate in the execution of the Contract), economic activity of the subcontractor has been suspended or discontinued, proceedings regarding bankruptcy of the subcontractor have been initiated or the subcontractor will be liquidated;
 - (v) The subcontractor has tax debts in the country where the Procurement is organised or a country where the subcontractor is registered or permanently residing, including debts of State social insurance contributions, in total exceeding EUR 150 in each country. In this case the Contractor may invite the subcontractor to pay all tax debts within 10 (ten) business days and allow such subcontractor to continue participation in the execution of this Contract;
 - (vi) Any of the above mentioned criteria applies to all members of a group of persons if the subcontractor is a group of persons.
- 3.1.6. Upon the request of the Client and no later than within 3 (three) business days, the Contractor is obliged to provide all information related to the provision of the Services and its progress thereof as well as upon the Client's request take part in meetings organised by the Client.
- 3.1.7. The Contractor is obliged to provide to the Client's or Beneficiary's staff which is performing a check or audit or on-the-spot visit or any other outside body authorised by the Client or the Beneficiary to access to all the information and documents, including information in electronic format, which is requested by the performer of the check or audit or on-the-spot-visit or any other outside body authorised by it for the performance of the check or audit or on-the-spot visit and which relates to the execution of this Contract, as well as shall allow the performer of the check or audit or on-the-spot visit or any other outside body authorised by it copying of the information and documents with due respect to the confidentiality obligation. The Contractor is obliged to agree in the contracts with its sub-contractors on the right of the Client and the Beneficiary to access and to copy their information and documents which relate to the execution of this Contract.
- 3.1.8. The Contractor is obliged to comply with the following visibility requirements:
 - (a) Any reports, brochures, other documents or information connected with Services which the Contractor produces and submits to the Client, the Beneficiary, any other third person or makes publicly available must include the following:
 - (i) a funding statement stating that Services is the recipient of the funding from the CEF: "Rail Baltica is co-financed by the European Union's Connecting Europe Facility";
 - (ii) (for printed materials) a disclaimer releasing the European Union from any liability in terms of the content of the dissemination materials: "The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein." This disclaimer in all European Union official languages can be seen at the website:

<https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>;

- (iii) the European Union flag.
- (b) Requirements set in Sections 3.1.8(a)(i) and 3.1.8(a)(iii) can be fulfilled by using the following logo:



Co-financed by the European Union

Connecting Europe Facility

If the Contractor shall use this logo, the Contractor shall ensure that elements of the logo will not be separated (the logo will be used as one whole unit) and enough free space around the logo shall be ensured;

- (c) The Contractor is obliged to comply with the latest visibility requirements set by the European Union. For that purpose the Contractor shall follow the changes in the visibility requirements on its own. On the date of conclusion of this Contract the visibility requirements are published on the following website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>.

3.2. The Client's rights and obligations

- 3.2.1. The Client has the right to request and to receive within 3 (three) business days information on the course of the Services from the Contractor.
- 3.2.2. The Client has the right to invite the Contractor no more often than once per 2 (two) weeks to provide information on the progress of the Services with the purpose to establish further actions and discuss any unclear matters.
- 3.2.3. By giving a written notice 5 (five) business days in advance, but in case of an unannounced check or audit or on-the-spot-visit without an advance notice, the Client may carry out technical, legal and financial checks and audits of the Contractor and the sub-contractors of the Contractor, and on-the-spot visits to the sites and premises where the activities related to the Implementation of this Contract are or were carried out. Checks and audits and on-the-spot visits may be carried out either directly by the authorized staff of the Client or by any other outside body authorised to do so on its behalf.
- 3.2.4. The Client is obliged to provide all and any information to the Contractor, which it requires for the completion of the Services and which is permissible to provide pursuant to Latvian law as well as security concerns and to perform all other obligations stipulated in this Contract.

3.3. The Beneficiary's rights and obligations

- 3.3.1. The Beneficiary is obliged to pay for the Services in accordance with the signed Acts of Acceptance and pursuant to the invoices from the Contractor.
- 3.3.2. By giving a written notice 5 (five) business days in advance, but in case of an unannounced check or audit or on-the-spot-visit without an advance notice, the Beneficiary may carry out technical, legal and financial checks and audits of the Contractor and the sub-contractors of the Contractor, and on-the-spot visits to the sites and premises where the activities related to the implementation of this Contract are or were carried out. Checks and audits and on-the-spot visits may be carried out either directly by the authorized staff of the Beneficiary or by any other outside body authorised to do so on its behalf.

4. THE ACCEPTANCE OF THE SERVICES

- 4.1. The Acceptance of the Services takes place in accordance with Appendix 3 "Technical Specifications" to the Procurement Regulations (hereinafter "Contracting authority" in Appendix 3 "Technical Specifications" to the Procurement Regulations shall be referred to as the "Client") and the Contractor's proposal, by a specifically prepared Act of Acceptance. The Act of Acceptance is prepared by the Contractor and signed by the Client and the Contractor. The Act of Acceptance shall contain information on the amount of Services done. The relevant Deliverable which should have been delivered until the date of the relevant Act of Acceptance shall be attached to it as an attachment. After the Act of Acceptance has been signed by the Client and the Contractor, it becomes an integral part of this Contract.
- 4.2. If the Client finds the Services to have faults and to be non-compliant with the terms of this Contract, the Client does not sign the Act of Acceptance. In such case the Client shall return the Act of Acceptance to the Contractor together with stating the reasons for refusal to accept the relevant Deliverable and the guidelines for remedying them.
- 4.3. Before signing the Client shall send the Act of Acceptance together with the relevant Deliverable to the Beneficiary in order to obtain from the Beneficiary an opinion on the quality of the respective Deliverable. The Beneficiary provides its opinion by sending it to the Client within 14 (fourteen) days from the day of receipt of the Act of Acceptance. In case an opinion is not received, after lapse of the 14 (fourteen) day period the Client shall have the right to assume that the Beneficiary is satisfied with the quality of the particular Deliverable. To the extent possible the Client shall treat favourably the opinion of the Beneficiary, however the Client shall not be prevented to accept the relevant Deliverable if in the best professional opinion of the Client the Deliverable has the required quality. In such case the Client shall not send the Act of Acceptance to the Beneficiary repeatedly.
- 4.4. The Parties acknowledge that in order the Client could sign the Act of Acceptance with respect to Interim Report 2, this report must be first approved by the Supervisory Board of the Client. In order the Client could sign the Act of Acceptance with respect to the Final Report, required building permits for the Preferred Option must be obtained by the Contractor and then delivered to the Client (as far it is objectively possible), and then the Final Report must be approved by the Supervisory Board of the Client.
- 4.5. The Contractor is obliged to correct the faults in the Services within the deadline and guidelines indicated in the Act of Acceptance at its own expense. After correcting the faults, the Contractor submits the Services again, according to the provisions of this Contract.
- 4.6. If faults or errors are discovered in parts of the Services already accepted by earlier Acts of Acceptance these must be corrected and the amendments must be submitted with the next Act of Acceptance.
- 4.7. The Contractor shall immediately submit to the Client in writing a warning, along with an impact assessment, about circumstances that may affect the quality of the Services, the deadlines or the Contract price, but not later than within 5 (five) business days from the time when the Contractor learned or should have learned about such conditions.
- 4.8. The Contractor shall not be eligible for an increase in the Contract price if the Contractor has not informed the Client in the appropriate time-period of the circumstances mentioned in the preceding Clause.

5. THE CONTRACTOR AND THE CLIENT'S PERSONNEL

- 5.1. In order to carry out the Services the Contractor shall involve key experts indicated in the Contractor's proposal that corresponds to the qualification requirements stated in the Appendix 2 to the Procurement Regulation, as well as, if needed, a sufficient number of other specialists as outlined in Appendix 3 "Technical Specification" to the Procurement Regulation.
- 5.2. The Contractor shall be responsible for its personnel's work and ensure that the Client has free access to the personnel during the Client's working hours, including the Contractor shall ensure that the key experts indicated in the Contractor's proposal shall participate in meetings with the Client upon Client's request.
- 5.3. The Contractor must approve change of the key experts indicated in the Contractor's proposal with the Client. The proposed key expert's qualifications must be equivalent or better than the replaced expert, and the amount of work to be done - at least the same as indicated in the Contractor's proposal (Annex No1).
- 5.4. The Contractor must replace every personnel member involved in the performance of the Services (including key experts mentioned in the Contractor's proposal (Annex No.1), or replacement personnel), if requested by the Client and supported by any of the following reasons:
 - 5.4.1. repeated careless performance of duties;
 - 5.4.2. incompetence or negligence;
 - 5.4.3. non fulfilment of obligations or duties stipulated in the Contract;
 - 5.4.4. termination of employment relations with the Contractor.
- 5.5. The Client shall approve or reject the replacement of key experts indicated in the Contractor's proposal as soon as possible, but no later than within 5 (five) business days after the receipt of all information and documents necessary for a decision in accordance with the provisions in this Contract.

6. SUBCONTRACTORS

- 6.1. The Contractor shall be responsible for work of the sub-contractors.
- 6.2. In order to complete the Services, the Contractor shall involve subcontractors indicated in the Contractor's proposal.
- 6.3. If the Contractor wishes to change a subcontractor who is indicated in the Contractor's proposal as a subcontractor with a work-load share of 10 (ten) per cent or more of the total Contract value (if the Contractor has not relied on the capabilities of the given subcontractor in its proposal in order to prove the Contractor's suitability pursuant to the Regulation) or to involve a new sub-contractor whose work-load share is 10 (ten) per cent of the total Contract value or more, then a written application must be submitted to the Client and written consent must be obtained. The Client agrees to the change of a subcontractor or the involvement of a new subcontractor if the proposed subcontractors do not meet the exclusion criteria defined in the first and second paragraph of the Public Procurement Law, Section 42.
- 6.4. The subcontractor, upon whose capabilities the Contractor was relying upon in the Procurement in order to certify the compliance of its qualification to the requirements stipulated in the Procurement Regulation, can be changed only with prior permission by the Client if the proposed subcontractor has the qualifications complying with the requirements stipulated in the Procurement Regulation and if the proposed

subcontractors does not meet the exclusion criteria defined in the first and second paragraph of the Public Procurement Law, Section 42.

- 6.5. The Client decides to approve or reject the change in the Contractor's subcontractors or the involvement of new subcontractors as soon as possible, but no later than within 5 (five) business days after the receipt of all information and documents necessary for a decision in accordance with this Contract.

7. CONTRACTUAL PENALTIES AND COMPENSATION OF DAMAGES

- 7.1. If the Beneficiary delays the Contractual payments, then the Beneficiary shall pay a penalty of 0.2 (zero point two) per cent of the delayed payment for each day of delay, but not more than 10 (ten) per cent of the total outstanding amount.
- 7.2. If the Contractor does not comply with deadline for submission of Services, determined in the Contract, or does not conform with the time limits set for correcting faults and errors made, the Contractor shall pay a penalty of 0.2 (zero point two) per cent of the Contract price for each day of delay, but not more than 10 (ten) per cent of the total Contract price.
- 7.3. In case of a unilateral termination of this Contract, not related to non-performance or improper performance of the Contract, a termination penalty of 10 (ten) per cent of the Contract price is to be paid by the initiator of the termination.
- 7.4. If the Contractor fails to comply with the restrictions of professional activities laid down in this Contract, then the Contractor shall pay a penalty of 0.5 (zero point five) per cent of the Contract price for each of the identified cases, but the total penalty amount may not exceed 10 (ten) per cent of the Contract price.
- 7.5. The Contractor shall reimburse the Client and the Beneficiary any contractual penalties and damages; the Beneficiary may deduct this amount from any sums payable to the Contractor pursuant to the Contract.
- 7.6. The Contractor shall be entitled to claim compensation for damages from the Client or the Beneficiary, respectively, in the following cases:
- 7.6.1. The Client unjustifiably does not approve the change of personnel and/or subcontractors;
- 7.6.2. in other cases where the Contractor has incurred losses due to the Client's or the Beneficiary's fault.
- 7.7. The Contractor shall compensate damages to the Client and the Beneficiary in the following cases:
- 7.7.1. the Contractor has not corrected the errors or faults within the time period set by the Client;
- 7.7.2. in other cases where the Client or the Beneficiary has incurred losses due to the Contractor's fault.
- 7.8. In order to qualify for receiving compensation the Parties shall warn each other in advance of occurrence of situations causing damages,

8. AMENDING THE CONTRACT

- 8.1. If after the date the Contract is concluded amendments are made to the existing laws and regulations which lower or raise the Contractor's Services-costs and when a prior warning has been given, then, after a mutual agreement by the Parties, the Contract price is amended.

- 8.2. Amendments to the Contract are proposed by the Party who sees a need for the amendments by submitting a justification for the proposal of amendments.
- 8.3. Amendments to the Contract shall be made in writing, signed by the Parties and shall form an integral part of the Contract.
- 8.4. The Contractor shall be entitled to an extension of the deadline for performing the Services if:
 - 8.4.1. The Client prevents or stops the execution of Services due to circumstances outside of the Contractor's control;
 - 8.4.2. The execution of Services has been hampered by significant amendments to this Contract or its Annexes, which have not been caused by the Contractor.
- 8.5. When deciding on amending the Contract, compliance with Public Procurement Law, Procurement and requirements under its Regulation must be ensured.

9. TERM AND VALIDITY OF THE CONTRACT

- 9.1. The Contract shall enter into force on the date of signature and shall be valid until the full execution of the commitments made.
- 9.2. The Contractor has the right to unilaterally terminate the Contract if:
 - 9.2.1. the Beneficiary does not make the necessary payments for accepted Services and the Contractual penalty reaches 10 (ten) per cent of the outstanding amount;
 - 9.2.2. the Client is declared insolvent, its business activities are suspended or terminated, legal proceedings have been initiated on the Client's bankruptcy or it is established that the Client will be liquidated by the time of the Contract's expiry.
- 9.3. The Client has the right to unilaterally terminate the Contract if:
 - 9.3.1. the Deliverables are not submitted within 30 (thirty) days after the submission deadline for each Deliverable, or if the Contractor has not corrected the errors and faults within the Client's prescribed time period;
 - 9.3.2. the Contractor's Contractual penalty reaches 10 (ten) per cent of the Contract price;
 - 9.3.3. the Contractor has been declared insolvent, its business activities are suspended or terminated, legal proceedings have been initiated on the Contractor's bankruptcy or it is established that the Contractor will be liquidated by the time of the Contract's expiry;
 - 9.3.4. the Contractor fails to perform key expert replacement according to the procedure prescribed in this Contract and has not rectified this breach of the Contract within 10 (ten) business days after receiving a warning from the Client;
 - 9.3.5. if the Contractor fails to comply with the restrictions on professional activities laid down in this Contract.
- 9.4. If the Client has unilaterally terminated the Contract due to non-fulfilment of the obligations undertaken in the Contract by the Contractor, the Client has the right within 12 (twelve) months from the date of the termination of the Contract to disqualify the Contractor from participation in any tenders organized by the Client.
- 9.5. The Contract is terminated if the performance of the Contract is made impossible or difficult due to a force majeure.
- 9.6. By a mutual written agreement, the Parties may terminate the Contract for any other reason.

10. COPYRIGHT

- 10.1. The copyright of all the copyrighted works created within the Services is transferred to the Beneficiary on an ongoing basis, i.e. immediately after the completion of a part of the Services that falls under the concept of a "work" under Latvian Copyright law, without the need to deliver or present the respective part of the Services to the Beneficiary. Copyright is transferred in the maximum extent permitted by law. The copyright fee has been included in the Contract Price. Simultaneously with the transfer of copyright to the Beneficiary, the Contractor automatically receives a non-exclusive licence for the use of the respective works in the extent necessary for the further performance of the Contract, incl. the right to alter and reproduce the respective works. The Contractor may sublicense the respective licence only to persons used by it to perform the Contract and only to the extent necessary for the performance of the Contract. The transfer of copyrights shall also remain valid if the Contract is prematurely terminated for any reason and/or terminated without the complete delivery of the Services.
- 10.2. Along with the delivery of the economic rights stipulated above, the Contractor shall also grant to the Beneficiary, on an ongoing basis, an exclusive licence, which shall be without a term, in the maximum extent permitted by law, and without any territorial or temporal limits and with the right of granting sublicenses, for the use of the moral rights extended to the works created within the Services, and waive any right towards the Beneficiary to demand that the use of the respective works was terminated. The fee for the licence and the right provided above has been included in the Contract Price. The Contractor shall have no right to extraordinarily cancel this licence agreement for the use of the moral rights of an author concluded under this Clause for an unspecified term.
- 10.3. The Beneficiary has the right to publish material submitted by the Contractor without the Contractor's permission, as well as to require the Contractor to change it, to redo it, to divide it into parts. If the Contractor and the Beneficiary cannot agree on the execution of this work, the Beneficiary is entitled to involve another Contractor in carrying out the said task.
- 10.4. The Contractor shall undertake to ensure that the Services, the execution of Services or the use of the Study delivered as a result of rendered Services does not violate the rights, incl. copyright, of third persons.
- 10.5. If the Services, the execution of the Services or the use of the Study or other deliverables produced while rendering the Services violate the rights of third persons, the Contractor shall be liable for the violation. The Contractor shall be obliged to compensate the damage caused to third persons and satisfy for the Beneficiary any claims for the compensation of damage filed against the Beneficiary by third persons.

11. CONFIDENTIALITY AND PROFESSIONAL RESTRICTIONS

- 11.1. The Contractor is not entitled to disclose information (including restricted information) received in the course of executing this Contract to other persons, without the written consent of the Client. This condition does not apply to the information, disclosure of which is required under the law.
- 11.2. During the validity of this Contract, the Contractor, as well as their personnel, must not engage directly or indirectly in business, financial or professional activities that may affect the execution of Services specified in this Contract and the results of the procurement procedure.
- 11.3. The Contractor undertakes not to use any information or material or other kind of valuables for purposes other than the provision of the Services, e.g. use for commercial gain, use in any way to make it public, reproduce, etc.

12. FORCE MAJEURE

- 12.1. Parties are exempt from liability for full or partial non-compliance with the Contract if such failure is due to force majeure or extraordinary circumstances that began after the conclusion of the Contract and that could not have been previously foreseen or prevented. Force majeure or extraordinary circumstances include: natural disasters, including nature catastrophes, other disasters and accidents, epidemics, acts of war, strikes, internal unrest, blockades, as well as the adoption of such legislation that prevents all or one of the Parties to continue the fulfilment of the Contract, and other circumstances that do not fall within the Parties' possible control.
- 12.2. A Party who refers to the effect of force majeure or extraordinary circumstances, must immediately, but not later than within five (5) days, report these conditions in writing to other Parties. The report shall state the period within which, in its opinion the Contractual obligations may be performed and expected, and at the other Party's request, a notification issued by a competent authority must be submitted, containing a confirmation of the occurrence of force majeure event or exceptional circumstances, as well as their description. When the further execution of the Contract is not possible, the Parties shall draw up an Act of Acceptance and the Contractor shall receive payment for all of the properly performed part of the Services submitted. If the force majeure continues for more than one (1) month and the Parties are unable to agree on the further execution of the Contract, either Party has the right to unilaterally terminate the Contract by submitting a written notice to the other Parties.

13. RESOLUTION OF DISPUTES

- 13.1. Disputes shall be settled by negotiations, but if the Parties do not reach agreement within 30 (thirty) days, the dispute shall be taken to Court in the Republic of Latvia in accordance with regulatory enactments of the Republic of Latvia.

14. ADDITIONAL PROVISIONS

- 14.1. All types of notices, orders, approvals, attestations, agreements and decisions to be issued pursuant to the Contract must be issued in writing.
- 14.2. The Contract is concluded in 3 (three) counterparts in English, one for each Party and one for the Ministry of Economic Affairs and Communications of the Republic of Estonia.

15. ANNEXES

Annex 1 –Contractor's financial and technical proposal;

Annex 2 – Procurement Regulation for the Procurement No [●] "Rail Baltica Study on fast and high quality connection between Vanasadam Seaport and RB Ülemiste TEN-T network nodes in Tallinn". For the avoidance of doubt the Parties agree that questions from the suppliers and the answers provided by the Client form part of the Procurement Regulation and Technical Specification.

16. DETAILS OF THE PARTIES

Client:	Contractor	Beneficiary
RB Rail AS	[●]	On behalf of Ministry of Economic Affairs

**and Communications
of the Republic of
Estonia**

Registration No.	40103845025	[●]	70003158
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Contact Person:	[●]	[●]	[●]
Phone:	[●]	[●]	[●]
E-mail:	[●]	[●]	[●]
Signature:	_____	_____	_____
	Baiba Anda Rubesa	[●]	Baiba Anda Rubesa
			RB Rail AS
	Management Board Member	[●]	Management Board Member