

Riga

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Reg. No: 1.13p/LV-2025-136

Electronic Procurement System

An answer to the questions from the interested supplier in the open competition "Aerodynamic impact assessment", identification number, RBR 2025/1

RB Rail AS received the following questions from the interested supplier until 31st July 2025:

No	Question
1.	Annex 9 / 16.1 Right to Audit: Is the contract negotiable? We would like to propose the following alternative wording for section 16: Notwithstanding any other term or provision of this Agreement, any audits pursuant to this Agreement shall be subject to the conditions that: (a) they be conducted at [Name of Customer]'s sole expense, (b) their respective scope is reasonable, (c) they be conducted in such a way as to avoid interference with [name of Company]'s operations, (d) reasonable advance written notice of the intent to audit be provided to [name of Company], (e) they be conducted during normal business hours and in the presence of [name of Company] personnel, (f) business secrets of [name of Company] are reasonably protected, (g) they avoid interference with investigations - if any - conducted by competent government authorities, (h) they be conducted in accordance with any applicable laws and regulations and any applicable confidentiality, safety, data protection and security obligations, rules and regulations and (i) they and any related information be treated as strictly confidential.
2.	Annex 10 No. 9: Taking into account the services to be rendered, we request that you examine whether the inclusion of a contractual penalty could be waived or whether it could at least be agreed that contractual penalties paid could be offset against compensation payments. (Alternatively: "Any contractual penalty paid shall be set off against any claims for damages.")
3.	Annex 10 No. 14: We request that you examine whether the duration of the confidentiality obligation can be provided with an appropriately defined term that meets the need for confidentiality. (Alternatively: "The obligation to keep the information confidential ends ... years after this Agreement has been executed.")
4.	Is it mandatory for us to submit CVs in addition to the information about the key experts?
5.	If we need reliance on third-party capacities, do the details need to be finalized before the submission of the offer, or can they be afterwards provided during the performance/project phase?
6.	Do team members who are not key experts but will be involved in the project also need to be included in Annex 05?
7.	Annex 5: Is it permitted to list the same key expert in all five tables (8.4.4.1, 8.4.4.2 & 20.2.3.1, 20.2.3.2, 20.2.3.3) or must different individuals be named for each one?
8.	Annex 9: Section 5.6 is incomplete and Section 5.7 is missing entirely. Could you please send us the complete document?



Considering that the procurement commission is permanently unable to convene due to the absence of quorum, the procurement commission cannot provide a response to the questions received from the interested supplier within 5 (five) business days from the day of receipt of the request. The response to the questions received will be provided within 10 (ten) business days from the day of receipt of the request.

Sincerely,
A. Antonova
Procurement commission chairperson / Secretary

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