Approved by
RB Rail AS open competition "Detailed Technical Design Review and Design Expertise Services for Rail Baltica in Latvia"
Procurement commission's
session minutes No 1 dated 22 May 2020

*Updated version (updated information in Regulations and Annex No 2 "Detailed Financial Proposal")*
*Approved by Procurement Commission on*
*3 July 2020, session minutes No 6 (changes marked in red)*

***Updated version (extended proposal submission date)***
***Approved by Procurement Commission on***
***22 July 2020, session minutes No 11 (changes marked in green)***

***Updated version (extended proposal submission date)***
***Approved by Procurement Commission on***
***3 August 2020, session minutes No 12 (changes marked in blue)***

# REGULATIONS

FOR THE OPEN COMPETITION

**"DETAILED TECHNICAL DESIGN REVIEW AND DESIGN EXPERTISE SERVICES FOR RAIL BALTICA IN LATVIA"**

(IDENTIFICATION NO RBR 2019/16)

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

Riga

2020

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REGULATION

## 1. GENERAL INFORMATION

1.1. The identification number of this open competition (hereinafter – **open competition or Procurement procedure**) is No RBR 2019/16.

1.2. The applicable CPV codes are:

1.2.1. Main CPV code: 71000000-8 (Architectural, construction, engineering and inspection services), additional CVP code - 71319000-7 (Expert witness services).

**1.3.** The contracting entity is joint stock company **RB Rail AS, legal address: K. Valdemara iela 8 - 7, Riga, LV-1010, Latvia** (hereinafter – **Contracting Authority**). **The Contracting Authority conducts this Procurement procedure for the benefit of the Ministry of Transport of the Republic of Latvia (hereinafter – Ministry).**

1.4. The open competition is co-financed by the Contracting Authority and Connecting Europe Facility (CEF).

1.5. This open competition is organised in accordance with the Public Procurement Law of the Republic of Latvia in effect on the date of publishing the contract notice and is provided in accordance with order established in Cabinet of Minister Rules No.107 on Conducting procurement procedures and design contests (*Iepirkuma procedūru un metu konkursu norises kārtība*) of 28 February 2017.

1.6. This open competition is carried out using E-Tenders system which is subsystem of the Electronic Procurement System (https://www.eis.gov.lv/EKEIS/Supplier/Organizer/3001).

1.7. The open competition regulation (hereinafter – **Regulation**) and all its annexes (except additional input data, respectively, Annexes 2 – Annex 5 to the Technical Specification) are freely available in Contracting Authority's profile in the E-Tenders system at webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/36754 and the Internet webpage of the Contracting Authority http://railbaltica.org/tenders/. **Procurement Commission will ensure the availability to the above-mentioned input data (Annexes 2 – Annex 5 to the Technical Specification) starting from the day of announcement of open competition by providing dedicated online access to the respective documentation to Tenderers after receipt of signed scan of Mutual Non-Disclosure Agreement (Annex 11).** The respective Annexes will not be publicly available, and this information has a restriction due to the nature and content of the information and due to the large amount of the information. Procurement Commission has the rights to refuse access to Annexes of the Technical Specification due to absence of undersigned Mutual Non-Disclosure Agreement from the Tenderer.

1.7.1. **In order additional information named above in Clause 1.8. of the Regulation (Annexes 2 – Annex 5 to the Technical Specification) are shared online with the Tenderer, the Tenderer (legal representative) shall request online access by sending this request in a timely fashion from Monday - Friday until 17:00 o'clock (Time Zone EEST (Eastern European Winter Time), Riga (Latvia)) to the contact person and e-mail indicated in the Clause 1.10.2. of Regulation, by providing the name, surname and registration number of the company (in case interested supplier is legal person), address, e-mail address, telephone number of the interested supplier all persons supposed to have the access to respective information. If the request will be made after set time, access will be provided during the next business day.** Prior sharing the access the Procurement Commission will request Tenderers to undersign and submit Mutual Non-Disclosure Agreement for granting access to the information (Annexes to the Technical Specification). The Tenderer will be requested to fill in, sign, scan and send Mutual Non-Disclosure Agreement (Annex No 11) to the contact person and e-mail indicated in the Clause 1.10.2. of Regulation and in addition the originals of the Mutual Non-Disclosure Agreements (2 (two) copies) shall be sent by regular mail or delivered personally to the following address: RB Rail AS, Kr.Valdemāra iela 8-7, Riga, LV-1010, Latvia, not later than within 7 business days from the day when Procurement Commission has received the request to share the online access in e-mail. Contracting Authority has the rights to proceed all personal data within this open competition only for purposes of the respective procurement and by observing the protection of personal data specified in respective regulatory enactments.

1.8. Amendments to the open competition Regulation and answers to suppliers' questions shall be published on the E-Tenders system's webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/36754 and the Contracting Authority's

Internet webpage http://railbaltica.org/tenders/. It is the supplier's responsibility to constantly follow the information published on the webpage and E-Tenders system and to take it into consideration in its proposal.

1.9. Contact person of the Contracting Authority for this open competition - in administrative aspects of the open competition and for receipt of access to the input data necessary (Annexes to the Technical Specification): Procurement specialist-lawyer, Elīna Saule, telephone: +371 26654433, e-mail address: elina.saule@railbaltica.org. All requests for information or additional explanations must be submitted solely through the E-Tenders system. Answers to questions or explanations from the Contracting Authority are also provided through the E-Tenders system.

1.10. The Procurement Commission and the supplier exchange information in writing in English or Latvian (accompanied by a translation in English), by sending documents electronically via e-mail or using E-Tenders system.

1.11. The supplier can request additional information regarding the Regulation. Additional information can be requested in writing, by sending it to the Procurement Commission electronically via e-mail or using E-Tenders system. Additional information must be requested in a timely fashion, so that the Procurement Commission can give it a reply no later than 6 (six) days prior to the deadline for proposal submission. The Procurement Commission shall provide additional information within 5 (five) Business days from the day of receipt of the request.

1.12. The Supplier covers all expenses, which are related to the preparation of the Proposal and its submission to the Contracting Authority. Under no circumstances will the Contracting Authority be liable for compensation of any costs and damages related to the preparation and submission of the Proposal (including, inter alia, costs associated with any site visits) or the Supplier's participation in the procurement exercise.

## 2. THE RIGHTS OF THE PROCUREMENT COMMISSION

2.1. The Procurement Commission has the right to demand at any stage of the open competition that the Tenderer submits all or part of the documents which certify Tenderer's compliance to the requirements for the selection of Tenderers. The Procurement Commission does not demand documents or information which is already at its disposal or is available without charge in public data bases.

2.2. If the Tenderer submits document derivatives (e.g. copies), then in case of doubt about the authenticity of the submitted document derivation the Procurement Commission can demand that the Tenderer shows the original documents.

2.3. During proposal assessment, the Procurement Commission has the right to demand that the included information is clarified.

2.4. According to Article 230 of the Cabinet of Minister Rules No 107 of the Republic of Latvia on Conducting Procurement Procedures and Design Competitions, of 28 February 2017 (Latvijas Republikas Ministru kabineta 2017. gada 28. februāra noteikumi Nr. 7 "Iepirkuma procedūru un metu konkursu norises kārtība"), in a case of lack of funds (budgetary constraints) or other objective reason the Contracting Authority can at any moment terminate the Procurement procedure.

## 3. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

3.1. The Procurement Commission ensures the documentation of the process of the open competition procedure.

3.2. The Procurement Commission ensures free and direct electronic access to the open competition procedure documents in Contracting Authority's profile at the E-Tenders system's webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/36754 and at the Internet webpage of the Joint-Stock Company RB Rail AS http://railbaltica.org/tenders/. For additional information please see Clause 1.7. of open competition Regulations.

3.3. If an interested Supplier has in a timely fashion in writing by post or electronically, or delivering in person, requested additional information about the requirements included in open competition procedure documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the Procurement Commission provides a response electronically within 5 (five) Business days, but not later than 6 (six) days before the deadline for submitting proposals.

Simultaneously with sending this information to the supplier who had asked the question, the Contracting Authority publishes this information in Contracting Authority's profile on the E-Tenders system's webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/36754 and on its Internet webpage http://railbaltica.org/tenders/, where open competition procedure documents are available, indicating the question asked.

3.4. If the Contracting Authority has amended the open competition procedure documents, it publishes this information in Contracting Authority's profile on the E-Tenders system's webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/36754 and on the Contracting Authority's Internet webpage http://railbaltica.org/tenders/, where open competition procedure documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication.

3.5. The exchange and storage of information is carried out in such a way that all data included in the Proposals is 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 till the moment of opening thereof the Contracting Authority does not disclose information regarding the existence of other Proposals. In the time of Proposal assessment till the moment of the announcement of the results the Contracting Authority does not disclose information regarding the assessment process.

3.6. 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.

3.7. If the Procurement Commission determines that the information about the Tenderer, its subcontractors and persons upon whose capabilities the Tenderer is relying that is included in the submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies or expands the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required to prepare and submit such information. If the Procurement Commission has demanded to clarify 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.

3.8. The Procurement Commission prepares a report on the open competition procedure and publishes it in Contracting Authority's profile on the E-Tenders system's webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/36754 and on the Contracting Authority's webpage http://railbaltica.org/tenders/ within 5 (five) Business days from day when the decision about the results of the open competition is taken.

## 4. THE RIGHTS AND OBLIGATIONS OF THE TENDERER

4.1. The Tenderer have the rights to submit Tenderer's Electronic Procurement System registration documents (if the Tenderer is not registered in Electronic Procurement System) in State Regional Development Agency (please see information here http://www.railbaltica.org/procurement/e-procurement-system/).

4.2. The Tenderer can request and within 3 (three) Business days after submitting the request receive a copy of the Proposal opening sheet, which is an Annex to the Proposal opening meeting minutes.

4.3. If the Contracting Authority gets the necessary information about the Tenderer directly from a competent institution, through data bases or other sources, the Tenderer in question has the right to submit a statement or a different document regarding the corresponding fact, if the information obtained by the Contracting Authority does not conform to the factual situation.

4.4. If a Tenderer believes that its rights have been violated or such violation is possible due to possible violation of the regulatory enactments of the European Union or other regulatory enactments, the Tenderer has the right to submit a complaint to the Procurement Monitoring Bureau according to the procedure stipulated in Article 68 of the Public Procurement Law of the Republic of Latvia, regarding the Tenderer selection requirements, Technical Specifications or other requirements relating to this open competition, or relating to the activities by the Contracting Authority or the Procurement Commission during the open competition procedure.

4.5. Tenderer shall note that it is highly anticipated from the Tenderer`s side to choose a Team of Key experts that are not in conflict in relation with their availability or interests in accordance with legislation of the Republic of Latvia.

## 5. SUBJECT-MATTER OF THE OPEN COMPETITION

5.1. Subject-matter of the open competition is Detailed Technical Design Review and Design Expertise Services (**hereinafter - Services**).

5.2. Design Review and Design Expertise Services are required by national construction law of Latvia. It includes design conformity review and verification against respective national construction law. Additionally, on top of the scope of requirements by national construction laws, the design will be reviewed and assessed to be fully conform with Rail Baltica Design Guidelines and implementation of the track layout defined by the Operational Plan.

5.3. Design review and assessment services will last from early design stage and include Master Design and Detailed Technical Design stages. Service Provider shall evaluate and determine the compliance of design, its content, volume and technical solutions with the requirements of Detailed Technical Design Technical Specification (Annex 3 of Technical Specification), Checklist (Annex 2 of Technical Specification), building permit, affected party technical conditions, complexity of the design, consequences of non-conformities, accuracy and dualization of design and calculations, and most up to date legislation acts, technical regulations and other applicable standards.

5.4. In Master Design Stage Expertise Service Provider is obligated to check the Design according to Checklist in Annex 2 and Chapter 5.1 of Technical Specification.

5.5. In Detailed Technical Design Stage Service Provider is obligated to provide carry out Design Review services according to Checklist in Annex 2 and Chapter 5.2 of Technical Specification and Design Expertise Services according to Chapter 6. of Technical Specification.

5.6. Design Review and Design Expertise services shall be considered as approved after Checklist (Annex 2 of Technical Specification) and Design Expertise report approval by Contracting Authority.

5.7. Design Expertise Services are required for every construction object in Detailed Technical Design stage that is required by national construction law of Latvia. Design Expertise Services shall be considered as approved by the Contracting Authority after expertise report approval from Contracting Authority.

**5.8.** **Period for the provision of the services:** Period for the provision of the Design Review Services and Design Expertise Services is envisaged to last **twenty-seven** (27) months starting from the Contract Signing Date. Please note that Contracting Authority has the right to extend the contract if any Design works in any of Design sections lasts longer. In this case Contracting authority will send the notice to the Service Provider 45 days prior the deadline, informing that the contract will be extended (extension shall be no longer than for thirty (30) months) ***(Updated, Procurement Commission decision made on 3 July 2020, session minutes No 6).***

5.9. **Contract period:** Contract shall be valid and effective from the Contract Signing Date and until full completion of the Contractual obligations.

5.10. The delivery of the Detailed Technical Design Review and Design Expertise Services will take place in Latvia.

5.11. Subject-matter of this open competition is not divided in parts (lots). The Tenderer may submit a Proposal only for the whole subject-matter of the open competition in total. From the Rail Baltica Global Project management and implementation perspective (e.g. resource planning, considering limited in-house human resources, demanding project time schedule, quality assurance (including provision of common railway line safety (liabilities etc.))), as well as cost and time saving perspective Contracting authority sees this as the most efficient way to manage the procurement and contract.

5.12. Detailed information regarding the subject-matter is included in Technical Specification of the Regulation (Annex 3).

## 6. TENDERER

6.1. The proposal can be submitted by:

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

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

6.1.2.1. A group of suppliers who have formed a partnership for this open competition. In this case all the members of the partnership shall be listed in Annex 1 "Application". If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of Latvian Civil Law Sections 2241-2280) and shall submit one copy of this agreement to the Contracting Authority or establish a general or limited partnership (within the meaning of Latvian Commercial Law, Chapter IX and X) and notify the Contracting Authority in writing.

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

6.2. The successful Tenderer shall be obliged to ensure that its participation in the implementation of the Contract would not create any conflicts of interests.

## 7. SELECTION CRITERIA FOR TENDERERS

### 7.1. Exclusion grounds

Before making the decision to award the contract signing rights, Contracting Authority shall verify whether the Tenderer, to whom the Contract signing rights should be awarded, is not a subject for exclusion grounds set in the Article 42 of Public Procurement Law of Republic of Latvia. The Contracting Authority shall exclude the Tenderer from further participation in the open competition in any of the following circumstances:

| No | Requirement | Documents to be submitted [1] |
|---|---|---|
| **7.1.1.** | Within previous 3 (three) years before submission of the Proposal the Tenderer or a person who is Tenderer's management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, has been found guilty of or has been subjected to coercive measures for committing any of the following criminal offences by such a public prosecutor's order regarding punishment or a court judgement that has entered into force and may not be challenged and appealed:<br>a) establishment, management of, involvement in a criminal organization or in an organized group included in the criminal organization or other criminal formation, or participation in criminal offences committed by such an organization,<br>b) bribe-taking, bribery, bribe misappropriation, intermediation in bribery, | - For a Tenderer and a person who is Tenderer's management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, who is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.<br>- For a Tenderer and a person who is Tenderer's management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, who is registered or residing outside of Latvia the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. |

[1] If the Tenderer submits the European single procurement document as the initial proof, there is no obligation to submit other documents, unless specifically requested by the Procurement Commission.

| No | Requirement | Documents to be submitted [1] |
|---|---|---|
| | unauthorized participation in property transactions, taking of prohibited benefit, commercial bribing, unlawful claiming of benefits, accepting or providing of benefits, trading influences,<br><br>c) fraud, misappropriation or money-laundering,<br><br>d) terrorism, terrorism funding, creation or organization of a terrorist group, traveling for terrorist purposes, justification of terrorism, calling to terrorism, terrorism threats or recruiting or training a person in performance of acts of terrorism,<br><br>e) human trafficking,<br><br>f) evasion from payment of taxes or similar payments. | |
| **7.1.2.** | It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the procurement contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions exceeding 150 euro in total in any of the countries. | - For a Tenderer registered or residing in Latvia Contracting Authority shall verify the information itself in publicly available databases.<br>- For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. |
| **7.1.3.** | Tenderer's insolvency proceedings have been announced, the Tenderer's business activities have been suspended, the Tenderer is under liquidation. | - For a Tenderer registered or residing in Latvia Contracting Authority shall verify the information itself in publicly available databases.<br>- For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. |
| **7.1.4.** | A person who drafted the procurement procedure documents (Contracting authority's official or employee), Procurement Commission member or expert is related to the Tenderer or is interested in selection of some Tenderer and the Contracting Authority cannot prevent this situation by measures that cause less restrictions on Tenderer. A person who drafted the procurement procedure documents (Contracting authority's official or employee), Procurement Commission member or expert is presumed to be related to the Tenderer in any of the following cases:<br><br>a) If he or she is a current and/or an ex-employee, official, shareholder, procura holder or member of a Tenderer or a subcontractor which is legal person and if such relationship with the legal person was terminated within the last 24 (twenty-four) months; | - No obligation to submit documents, unless specifically requested by the Procurement Commission. |

| No | Requirement | Documents to be submitted [1] |
|---|---|---|
| | b) If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – relative) of a Tenderer's or subcontractor's, which is a legal person, shareholder who owns at least 10% of the shares in a joint-stock company, shareholder in a limited liability company, procure holder or an official;<br><br>c) If he or she is a relative of a Tenderer or a subcontractor which is a natural person.<br><br>If the Tenderer is a partnership, consisting of natural or legal persons, a relation to the Tenderer is presumed also if a person who drafted the procurement procedure documents (Contracting Authority's official or employee), Procurement Commission member or expert is related to a member of a partnership in any of the above-mentioned ways. | |
| **7.1.5.** | The Tenderer has an advantage that limits competition in the procurement procedure if it or its related legal person consulted the Contracting Authority or otherwise was involved in preparing the open competition, and the advantage cannot be prevented by less restrictive measures, and the Tenderer cannot prove that its or its related legal person's participation in preparing the procurement procedure documents does not restrict competition. | - No obligation to submit documents, unless specifically requested by the Procurement Commission. |
| **7.1.6.** | Within the previous 12 (twelve) months before submission of the Proposals by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed Tenderer has been found guilty of violating competition laws manifested as a horizontal cartel agreement, except for the case when the relevant authority, upon detecting violation of competition laws, has released the Tenderer from a fine or has decreased the fine for cooperation within a leniency program. | - For a Tenderer registered or residing in Latvia Contracting Authority shall verify the information itself in publicly available databases.<br>- For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence or other objective proof of good standing. For example, a link to the database of the competent authority's public database (website) listing all its decisions and validity thereof (provided that access to any such database/website is free of charge to the Contracting Authority). |
| **7.1.7.** | Within the previous 3 (three) years before submission of the Proposals by such a decision of a competent authority, a court judgment or a public prosecutor's order which has entered into force and may not be challenged and appealed Tenderer has been found guilty and is punished for a violation manifested as employment of one or more persons who do not possess the required employment permit | - For a Tenderer registered or residing in Latvia Contracting Authority shall verify the information itself in publicly available databases.<br>- For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. |

| No | Requirement | Documents to be submitted [1] |
|---|---|---|
| | or if it is illegal for such persons to reside in a Member State of the European Union. | |
| 7.1.8. | Within the previous 12 (twelve) months before submission of the Proposals by such a decision of a competent authority, a court judgment or a public prosecutor's order which has entered into force and may not be challenged and appealed Tenderer has been found guilty and is punished for a violation manifested as employment of a person without a written employment contract, by failing within the term specified in regulatory enactments to submit an informative employee declaration regarding this person, which must be submitted about persons, who start working. | - For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself from publicly available databases.<br>- For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence. |
| 7.1.9. | Within the previous 12 (twelve) months before submission of the Proposals the Contracting Authority has used a right provided for in the procurement contract or a framework agreement or concession agreement to withdraw unilaterally therefrom, due to the failure of the Tenderer (as a contracting party or a participant or a member of the contracting party, if the contracting party was a group of suppliers or a partnership), the participant or the member of the Tenderer (if the Tenderer is a group of suppliers or a partnership) to perform the public contract, framework agreement or concession agreement concluded with the Contracting Authority. | - No obligation to submit documents, unless specifically requested by the Procurement Commission. |
| 7.1.10. | The Tenderer has provided false information to prove its compliance with provisions of this Section 7.1 of the Regulation or has not provided the required information at all. | - No obligation to submit documents, unless specifically requested by the Procurement Commission. |
| 7.1.11. | The Tenderer is a registered offshore[2] company (legal person) or offshore association of persons. | - For a Tenderer which is registered in Latvia Contracting Authority shall verify the information itself in publicly available databases.<br>- For the Tenderer and each member of the partnership (if Tenderer is an unregistered partnership) which is a legal person registered abroad – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration. |
| 7.1.12. | The owner or shareholder (with more than 25% of share capital) of the Tenderer who is | - For a Tenderer which is registered in Latvia: |

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

| No | Requirement | Documents to be submitted [1] |
|---|---|---|
| | registered in Republic of Latvia, is a registered offshore company (legal person) or offshore association of persons. | ☐ Contracting Authority shall verify the information itself in publicly available databases;<br>☐ if such information by publicly available data bases is not provided, Tenderer shall submit self – declaration which approves fact that there are no registered owners or shareholders of the Tenderer (with more than 25% of share capital) who are registered offshore. |
| **7.1.13.** | The subcontractors indicated by the Tenderer whose share of services is equal to or exceeds 10% of the Contract price or<br>a person on whose capacities Tenderer is relying, is a registered offshore company (legal person) or offshore association of persons. | - For a subcontractor whose share of services is equal to or exceeds 10% of the Contract price or person on whose capacities Tenderer is relying which is registered in Latvia Contracting Authority shall verify the information itself in publicly available databases;<br>- For a subcontractor or person on whose capacities Tenderer is relying which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration. |
| **7.1.14.** | International or national sanctions or substantial sanctions by the European Union (EU) or the North Atlantic Treaty Organization (NATO) Member State affecting the interests of the financial and capital market has been imposed to the:<br>a) Tenderer or a person who is the Tenderer's management board or supervisory board member, beneficial owner[3], person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch,<br>b) member of the partnership or a person who is the partnership's management board or supervisory board member, beneficial owner[4], person with representation rights or a procura holder (if the Tenderer is a partnership), | - For a Tenderer registered or residing in Latvia Contracting Authority shall verify the information itself from the Register of Enterprises of the Republic of Latvia.<br>- For a Tenderer registered or residing outside of Latvia **Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence with all the information necessary for the examination regarding the Tenderer or a member of the partnership if the Tenderer is a partnership), including but not limited, information about beneficial owner or the fact that there is no possibility to find out the beneficial owner.** |

[3] **Beneficial owner** *(here and for all other references to "Beneficial owner")*: a natural person who is the owner - legal person - or who controls the legal person, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:
**a)** regarding legal persons - a natural person who owns, in the form of direct or indirect shareholding, more than 25 per cent of the capital shares or voting stock of the legal person or who directly or indirectly controls it;
**b)** regarding legal arrangements - a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement.

[4] Ibid.

| No | Requirement | Documents to be submitted [1] |
|---|---|---|
| | and such sanctions can affect the execution of the Procurement contract. | |

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

| No | Requirement | Documents to be submitted |
|---|---|---|
| **7.2.1.** | The Tenderer or all members of the partnership (if the Tenderer is a partnership), a person on whose abilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10% of the contract value must be registered, licensed or certified in the Registry of Enterprises or Registry of Inhabitants, or other register in a country where the Tenderer is registered or residing (only if the legislation of the respective country requires registration, licensing or certification of natural or legal persons in order to provide the respective services). | - For a Tenderer which is a legal person (or a member of a partnership, a person on whose abilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10% of the contract value) registered in Latvia the Contracting Authority shall verify the information itself in publicly available databases.<br><br>- For a Tenderer which is a natural person (or a member of a partnership, a person on whose abilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10% of the contract value) – a copy of an identification card or passport and certificate or similar document;<br><br>- For a Tenderer (or each member of a partnership) which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration, licensing or certification of legal persons in the country of their residence and **wherefrom at least the fact of registration, licensing or certification, information about shareholders, board or supervisory board members, beneficial owners, officials and procura holders, persons who are authorised to represent the Tenderer in operations in relation to a branch (if any) can be determined.**<br><br>- For each person on whose abilities a Tenderer relies to certify its compliance – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration, licensing or certification of legal persons in the country of their residence and **wherefrom at least the fact of registration, licensing or certification, information about shareholders, board or supervisory board members, officials and procura holders, persons who are authorised to** |

| No | Requirement | Documents to be submitted |
|---|---|---|
| | | **represent the Tenderer in operations in relation to a branch (if any) can be determined.**<br><br>- For each subcontractor whose share of work is equal to or exceeds 10% of the contract value – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration, licensing or certification of legal persons in the country of their residence and **wherefrom at least the fact of registration or licensing or certification can be determined.**<br><br>- If a proposals is submitted by a partnership, the Proposal **shall include an agreement of cooperation (or letter of intention to enter into such agreement) signed by all members on the participation in the procurement, which lists responsibilities of each and every partnership member** and a commitment to fulfil the procurement contract in the respective area, **and which authorises one key member to sign the proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made.**<br><br>- **If the Tenderer relies on the capabilities of other persons to comply with the qualification requirements or involves sub-contractors, whose share of work is equal to or exceeds 10% of the contract value – agreement of cooperation (or letter of intention to enter into such agreement), on and/or passing of resources to the Tenderer between such persons and the Tenderer (indicating the capabilities and responsibilities for such person and/or sub-contractor).** |
| 7.2.2. | The representative of the Tenderer, or a member of a partnership, or a person on whose abilities a Tenderer relies, or subcontractor, who has signed documents contained in the proposal, has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer. | - Proof of Tenderers` representation or authorisation (e.g. power of attorney or registration certificate) and stating the authorisations to sign, submit and otherwise manage the proposal.<br>- A document confirming the right of signature (representation) of the representative of the Tenderer, or a member of a partnership, or a person on whose abilities a Tenderer relies, or subcontractor.<br>- For a Tenderer which is a legal person (or a member of a partnership, a person on whose abilities a Tenderer relies, or subcontractor, registered in Latvia, the |

| No | Requirement | Documents to be submitted |
|---|---|---|
| | | Contracting Authority shall verify the information itself in publicly available databases.<br>- If the Tenderer, or a member of a partnership, or a person on whose abilities a Tenderer relies, or subcontractor submits a power of attorney there shall be additionally submitted documents confirming that the issuer of the power of attorney has the right of signature (representation). |

## 7.3. Economic and financial standing

| No | Requirement | Documents to be submitted |
|---|---|---|
| **7.3.1.** | The Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover in railway infrastructure design and / or railway infrastructure consulting services within the last 3 (three) financial years, i.e. 2017, 2018, 2019 is not less than 3 000 000,00 EUR (three million *euros,* zero *cents*).<br><br>In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognised in the amount of the investment in the limited partnership.<br><br>In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying to certify it`s financial and economic performance has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer's actual operation period. | - Filled in and signed Annex 8 (by the Tenderer or each member of the partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying to certify it`s financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract).<br>- Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2017, 2018, 2019 showing the turnover of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract.<br>- If an application is submitted by a partnership or in case the Tenderer is relying on capabilities of other entity to certify it`s financial and economic performance, the Tenderer **shall indicate the member of the partnership or such entity on whose capabilities the Tenderer is relying to certify it`s financial and economic performance and who will be financially and economically responsible for fulfilment of the contract including this information in the agreement of cooperation (or letter of intention to enter into such agreement) and in addition indicate it in the Annex 8.** |

| No | Requirement | Documents to be submitted |
|---|---|---|
| | | - For a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) an additional document evidencing the amount of the investment by the limited liability partner (the partnership agreement or a document with a similarly binding legal effect).<br>- If annual financial statement for financial year 2019 is not available yet, Tenderer shall submit other documents showing the annual financial turnover and values of the Tenderer for the financial year 2019.<br>- If the previous 3 (three) reporting years of the Tenderer differ from the years specified in this Section 7.3.1 of the Regulations (2017, 2018, 2019), the financial turnover necessary must be indicated for the Tenderer's previous 3 (three) reporting years. |
| 7.3.2. | The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the procurement contract or entity on whose financial and economic capabilities the Tenderer is relying to certify it`s financial and economic performance and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, in the last audited financial year liquidity ratio *(Current Assets divided by Short-term Liabilities)* shall be equal to or exceed 1 and shall have positive equity capital *(Total Assets minus Total Liabilities).* | - Filled in and signed Annex 8 (by the Tenderer or each member of the partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying to certify it`s financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract).<br>- Audited or self-approved (if the audited annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statement for financial year 2019, showing the balance and calculation that proves liquidity ratio and positive equity.<br>- If annual financial statement for financial year 2019 is not available yet, Tenderer shall submit other documents showing the annual financial turnover and values of the Tenderer for the financial year 2019 (or last available financial year).<br>- If an application is submitted by a partnership or in case the Tenderer is relying on capabilities of other entity to certify it`s financial and economic performance, the Tenderer **shall indicate the member of the partnership or such entity on whose capabilities the Tenderer is relying to certify it`s financial and economic performance and who will be financially and economically responsible for fulfilment of the contract including this information in the agreement of cooperation (or letter of intention to** |

| No | Requirement | Documents to be submitted |
|---|---|---|
| | | **enter into such agreement) and in addition indicate it in the Annex 8.** |
| **7.3.3.** | The Tenderer to whom the rights of Contract signing should be awarded shall submit a valid professional civil liability insurance policy. The insurance amount of the professional civil liability insurance for each insured event shall be no less than the proposed Contract Price and deductible shall be no more than EUR 2 900,00 (two thousand nine hundred euros and zero cents). | - No need to submit any evidence document at this stage *(detailed requirements for Professional civil liability insurance policy are stated in the Section 8 of the draft Contract and are applicable only for the Tenderer to whom the rights of Contract signing should be awarded).* |
| **7.3.4.** | The Tenderer to whom the rights of Contract signing should be awarded shall submit a Contract performance security (Performance bond) in amount of 5% (five percent) of the Contract Price (price for both, Design Review and Design Expertise Services together). | - No need to submit any evidence document at this stage *(detailed requirements for Contract performance security (Performance bond) are stated in the Section 9 of the draft Contract and are applicable only for the Tenderer to whom the rights of Contract signing should be awarded).* |
| **7.3.5.** | The Tenderer can apply for Advance payment in amount of 10% (ten percent) of the total proposed Contract Price (price for both, Design Review and Design Expertise Services together). In case the Tenderer requests the advance payment and the Tenderer shall be awarded with the Contract signing rights, the Tenderer shall submit an advance payment guarantee (Advance payment bond) in amount of 10% (ten percent) of the total proposed Contract Price (price for both, Design Review and Design Expertise Services together). | - Please indicate request for and advance payment in the amount of 10 % (ten percent) (if necessary) in Annex 1 of the Regulation;<br>- No need to submit any evidence document at this stage *(detailed requirements for Advance payment bond are stated in the Section 9 of the draft Contract and are applicable only for the Tenderer to whom the rights of Contract signing should be awarded).* |

### 7.4. Technical and professional ability

| No | Requirement | Documents to be submitted |
|---|---|---|
| **7.4.1.** | The Tenderer within the previous 10 (ten) years (2010 to until submission of the proposal) has provided railway design expertise or railway design review services[5] as a main contractor or lead consultant in at least 3 (three) railway | - Filled in and signed Annex 6<br>- In case of doubts, Procurement commission is entitled to ask the Tenderer to submit copies of references from respective clients or similar documents (copies of building permits, deeds of conveyance or other proof evidencing the experience). |

[5] Experience in railway design review services (here and for all other references to "railway design review services") is experience including, but not limited to, railway design solution supervision, verification of completed railway design solutions, such as railway geometry, structures, geotechnics, stations layout plans etc.

| No | Requirement | Documents to be submitted |
|---|---|---|
| | design projects[6], covering at least the following requirements for each such project:<br>- railway is developed according to the European Technical Specification for interoperability (TSI);<br>- length of railway line section at least 10 km;<br>- value of the provided services is not less than 3 000 000,00 EUR (three million *euros*, zero *cents*);<br>- Design speed ≥201 km/h. | |

7.5. **Team of Key experts**

7.5.1. The Tenderer shall propose group of persons (Key-experts) named in the table below Key-experts shall meet all qualification requirements established in the table below for the respective expert. **Key-experts named below in the table cannot serve several roles.**

| No | Field of expertise / Role | Professional experience and qualification / education | Documents to be submitted |
|---|---|---|---|
| 1 | Project Manager of Design Expertise | a) Professional qualification/education according to the Country`s (Country, where the qualification/education has been obtained) legislation for the provision of respective services in the field of his/her expertise (if necessary, by the respective Country`s legislation);<br>b) Proficiency of English language at least at B2 level[7];<br>c) within the previous 10 (ten) years (2010 to until submission of the proposal) has obtained experience in at least 1 (one) railway design project, where such project meets all the following criteria:<br>- railway is developed according to the European Technical Specification for interoperability (TSI); | - Filled and signed Annex 7;<br>- Document evidencing Professional qualification/education according to the Country`s (Country, where the qualification/education has been obtained) legislation for the provision of respective services in the field of his/her expertise (if applicable by the respective Country`s legislation);<br>- In case of doubts, Procurement commission is entitled to ask the Tenderer to submit copies of references from respective clients or similar documents (copies of building permits, deeds of conveyance or other proof evidencing the experience). |

[6] If the Tenderer certifies its experience with the project / contract where all works/services (out of the scope of Tenderer`s experience) have not been completed yet (project / contract is ongoing), please specify date of approval of the respective services provided (experience obtained) by the Tenderer.

[7] Here and for every following Key-expert: According to the Common European Framework.

| | | | |
|---|---|---|---|
| | | - design speed ≥201 km/h;<br><br>- length of railway line section at least 10 (ten) km including at least 1 (one) station,<br><br>and where the expert has led railway design expertise or railway design review services (services shall be completed[8]). | |
| 2 | Structural Design Expert for Transport Structures | a) Professional qualification/education according to the Country`s (Country, where the qualification/education has been obtained) legislation for the provision of respective services in the field of his/her expertise (if applicable by the respective Country`s legislation);<br><br>b) proficiency of English language at least at B2 level;<br><br>c) within the previous 10 (ten) years (2010 to until submission of the proposal) has obtained experience in at least 1 (one) railway design project, where project meets all the following criteria:<br><br>- railway is developed according to the European Technical Specification for interoperability (TSI);<br><br>- design speed ≥ 201 km/h;<br><br>- span length of the bridge or viaduct at least 40 m,<br>and where the expert has performed railway design expertise or railway design review services (services shall be completed) as Structural Design Expert. | - Filled and signed Annex 7;<br><br>- Document evidencing Professional qualification/education according to the Country`s (Country, where the qualification/education has been obtained) legislation for the provision of respective services in the field of his/her expertise (if applicable by the respective Country`s legislation);<br><br>- In case of doubts, Procurement commission is entitled to ask the Tenderer to submit copies of references from respective clients or similar documents (copies of building permits, deeds of conveyance or other proof evidencing the experience). |
| 3 | Railway Track Design Expert | a) Professional qualification/education according to the Country`s (Country, where the qualification/education has been obtained) legislation for the provision of respective services in the field of his/her expertise (if | - Filled and signed Annex 7;<br><br>- Document evidencing Professional qualification/education according to the Country`s (Country, where the qualification/education has been obtained) legislation for the provision |

[8] Here and for every following Key-expert: If the Key-expert certifies its experience with the project / contract where all works / services (out of the scope of Key-expert`s experience) have not been completed yet (project / contract is ongoing), please specify (indicate in Annex 7) date of approval of the respective services provided (experience obtained) by the Key-expert.

| | | | |
|---|---|---|---|
| | | applicable by the respective Country`s legislation);<br><br>b) proficiency of English language at least at B2 level;<br><br>c) within the previous 10 (ten) years (2010 to until submission of the proposal) has obtained experience in at least 1 (one) railway design project, where project meets the following criteria:<br><br>- 1435 mm gauge and TSI verified railway;<br><br>- design speed ≥201 km/h;<br><br>- length of railway line section longer than 10 km, including 1 (one) station,<br><br>and where the expert has performed railway design expertise or railway design review services (services shall be completed) as a Railway Track Design Expert. | of respective services in the field of his/her expertise (if applicable by the respective Country`s legislation);<br><br>- In case of doubts, Procurement commission is entitled to ask the Tenderer to submit copies of references from respective clients or similar documents (copies of building permits, deeds of conveyance or other proof evidencing the experience). |
| 4 | Geotechnical Engineer or Engineering Geologist | a) Professional qualification/education according to the Country`s (Country, where the qualification/education has been obtained) legislation for the provision of respective services in the field of his/her expertise (if applicable by the respective Country`s legislation);<br><br>b) proficiency of English language at least at B2 level;<br><br>c) within the previous 7 years (2014 to until submission of the proposal) has obtained experience in at least 1 (one) railway design project, where the project meets the following criteria:<br>- railway is developed according to the European Technical Specification for interoperability (TSI);<br><br>- design speed ≥ 201 km/h,<br>and where the expert has performed railway design expertise or railway design review services as Geotechnical Engineer or Engineering Geologist, responsible for derivation of characteristic geotechnical parameters for geotechnical engineering design review or design expertise. | - Filled and signed Annex 7;<br><br>- Document evidencing Professional qualification/education according to the Country`s (Country, where the qualification/education has been obtained) legislation for the provision of respective services in the field of his/her expertise (if applicable by the respective Country`s legislation);<br><br>- In case of doubts, Procurement commission is entitled to ask the Tenderer to submit copies of references from respective clients or similar documents (copies of building permits, deeds of conveyance or other proof evidencing the experience). |

7.6. Notices and other documents, which are issued by Latvian competent institutions, are accepted and recognised by the Procurement Commission, if they are issued no earlier than 1 (one) month prior to submission thereof or if the notice contains a shorter validity term. Notices and other documents, which are issued by foreign competent institutions, are accepted and recognized by the Procurement Commission, if they are issued no earlier than 6 (six) months prior to submission thereof or if the notice contains a shorter validity term. The Tenderer must verify the latter. This rule does not apply to expert's diploma providing relevant level of education, fact of registration supporting documents, copies of ID cards, passports, marriage certificates or documents certifying economic standing of the Tenderer.

7.7. If the documents, with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 7.1, are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 7.1 before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence). Regarding all documents submitted based on an oath given under law (e.g. self-statements, sworn-statements/declarations on oath), the Tenderer has to provide (indicate) legal grounds to law or enactment in accordance with such self-statements or declarations on oath have been given.

7.8. If the Tenderer complies with any of the exclusion grounds mention in Section 7.1. (except tax debts), the Tenderer indicates this fact in Annex No 1. If it has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the procurement contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions exceeding 150 euro in total in any of the countries, Procurement Commission acts in accordance with order established in Section (5) and (6) of the Article 42 of Public Procurement Law of the Republic of Latvia.

7.9. Exclusion grounds will be verified in accordance with the regulation stipulated in Article 42 and Article 43 of the Public Procurement Law. If the Tenderer is subject to any of the exclusion grounds under Section 7.1. 1. and 7.1.3. – 7.1.9., the Tenderer shall indicate this fact in application (Annex No 1) and provide explanations and evidences regarding the reimbursement of the damage caused or an agreement on the reimbursement of the damage caused, cooperation with the investigating authorities and the technical, organisational or personal management measures taken to demonstrate their reliability and prevent recurrence of the same and similar cases in the future.

7.10. If the Tenderer doesn't submit explanations and evidences, Contracting Authority shall exclude the Tenderer from participating in the procurement procedure as compliant to the exclusion grounds under Section 7.1.1. and 7.1.3. – 7.1.9.

7.11. Contracting Authority shall evaluate the measures taken by the Tenderer, member of the partnership (if the Tenderer is a partnership) and evidences thereof, taking into account the severity of the criminal offence or infringement and the specific circumstances. The Contracting Authority may request from the competent authorities in the relevant field of criminal offence or infringement concerned opinions whether the measures taken by the Tenderer are sufficient to restore reliability and to prevent the same or similar cases in the future. The opinion shall not be requested if it is already available for the Contracting Authority or the Tenderer has submitted an opinion of the relevant authority in the field of criminal offence or infringement regarding the sufficiency of the measures taken by the relevant Tenderer for the restoration or reliability and for the prevention of the same and similar cases in the future.

7.12. If the Tenderer considers the measures taken to be sufficient to restore reliability and prevent similar cases in the future, Contracting Authority shall take a decision not to exclude the relevant Tenderer from participating in the procurement procedure. If the measures taken are insufficient, the Contracting Authority shall take a decision to exclude the Tenderer from further participating in the procurement procedure.

7.13. The Tenderer, in order to certify that it complies with the selection criteria indicated in Section 7 of Regulation, may submit the European single procurement document as initial proof. This document must be submitted electronically, and for each person upon whose capabilities the Tenderer relies, and for each of their indicated subcontractors, the share of whose work is equal to or exceeds 10 % (ten percent) of the value of the Contract, but if the Tenderer is 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 http://espd.eis.gov.lv/ (*Electronical procurement system of Latvia*).

7.14. In case any of requirements related to the exclusion grounds and stipulated in this Regulation differs from the requirements established in the Public Procurement Law of Republic of Latvia, regulation of the Public Procurement Law of Republic of Latvia shall prevail, and the Procurement Commission will act in accordance with the requirements established in the respective law.

## 8. RELIANCE ON THE CAPABILITIES OF OTHER PERSONS

8.1. For the fulfilment of the Contract, in order to comply with the selection requirements for the Tenderer relating to the economic and financial standing and technical and professional ability (including regarding the qualification requirements for the company and team of experts), the Tenderer may rely upon the capabilities of other persons, regardless of the legal nature of their mutual relationship. In this case:

8.1.1. The Tenderer indicates in the Proposal all persons upon whose capabilities it relies by filling in the table which is attached as Annex No 4, fills necessary information in E-Tenders system and proves to the Contracting Authority that the Tenderer shall have available all the necessary resources for the fulfilment of the Contract, **by submitting a signed confirmation or agreement (or letter of intention (or any other similar document) to enter in such agreement) on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced 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**.

8.1.2. Documents on cooperation and passing of resources must be enough to prove to the Contracting Authority that the Tenderer will have the ability to fulfil the Contract, as well as that during the validity of the Contract the Tenderer will in fact use the resources of such person upon whose capabilities the Tenderer relies.

8.1.3. The Contracting Authority shall require establishing joint and several liability for the execution of the Contract (i.e., for the winning Tenderer) between the members of a partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who will be financially and economically responsible for the fulfilment of the Contract or between the Tenderer and any other person on whose financial and economic capabilities the Tenderer is relying to meet requirements regarding financial and economic standing defined in Regulation who will be financially and economically responsible for the fulfilment of the Contract.

8.2. The Contracting Authority shall evaluate the person, on whose capabilities the Tenderer to whom the rights to conclude the Contract should be assigned is relying. In case such person will comply with any of the exclusion grounds which are mentioned in Sections 7.1.1. to 7.1.9. and 7.1.13. of the Regulation the Contracting Authority shall request the Tenderer to change such person. If the Tenderer shall not submit documents about another person which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tenderer, the Contracting Authority shall exclude such Tenderer from further participation in the open competition.

## 9. SUBCONTRACTING

9.1. For the fulfilment of the Contract the Tenderer may involve sub-contractors. In this case the Tenderer indicates in the Proposal all sub-contractors by filling in the table which is attached as Annex No 5, fills necessary information in E-Tenders system and proves to the Contracting Authority that the Tenderer shall have available all the necessary resources for the fulfilment of the Contract, **by submitting a signed confirmation or agreement (or letter of intention to enter in such agreement) on cooperation and/or passing of resources to the Tenderer between such sub-contractors 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**.

9.2. The Contracting Authority shall evaluate the sub-contractor whose share of services is equal to or exceeds 10% of the Contract price of the Tenderer to whom the rights to conclude the Contract

should be assigned according to Sections 7.1.2. to 7.1.9. and Sections 7.1.13. of the Regulation. In case sub-contractor whose share of services is equal to or exceeds 10% of the Contract price, will comply with any of the exclusion grounds, the Contracting Authority shall request Tenderer to change such sub-contractor. If the Tenderer shall not submit documents about another sub-contractor which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting Authority shall exclude such Tenderer from further participation in the open competition.

9.3. Contracting Authority reserves the right to request the Tenderer to identify all the sub-contractors involved in delivery of services irrespective of the amount of participation in the provision of services upon signing the Contract.

## 10. PROPOSAL (BID) SECURITY

**Proposal (BID) Security**

**10.1.** The Tenderer shall submit a Proposal (Bid) Security in the amount of **30 000,00 EUR (*thirty thousand euros,* zero *cents*) (hereinafter – Security) which should be valid 180 (one hundred eighty) days from the day of opening of the Proposal. Please be aware that Proposal (Bid) Security shall be prepared in accordance with all requirements of this Section and such Security document shall not be a subject for amendments or clarifications (during evaluation of Proposals).**

**10.2. The Security may be:**

10.2.1. A bank guarantee;

10.2.2. An insurance policy.

**10.3. The bank guarantee must comply with all the following requirements:**

10.3.1. The guarantor must pledge to pay the Contracting Authority the sum of the Security in cases stipulated in Section 10.7.

10.3.2. The guarantee must be in force and effective for the term stipulated in Section 10.6;

10.3.3. The guarantee must be irrevocable;

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

10.3.5. 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.

**10.4. The insurance policy must comply with all the following requirements:**

10.4.1. The insurer must pledge to pay the Company the sum of the Security in cases stipulated in Section 10.7.

10.4.2. The insurance policy must be in force for the term stipulated in Section 10.6 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;

10.4.3. The insurance policy must pledge to pay the Contracting Authority the sum of the Security in cases stipulated in Section 10.7.

10.4.4. The insurance policy must be irrevocable;

10.4.5. The Contracting Authority shall not be obliged to demand the Security from the Tenderer prior to submitting the request to the insurer;

10.4.6. 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.**

10.5. If the Tenderer is 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).

**10.6. The Security shall be in force for the shortest of the terms listed below:**

10.6.1. the term of validity of the Security stipulated in Section 10.1;

10.6.2. Until the successful Tenderer of the open competition has signed the subsequent procurement contract and it has entered into force (namely, the procurement contract is signed, and the contract performance security is submitted and accepted by the Contracting Authority).

**10.7. Upon the first request of the Contracting Authority the guarantor or insurer (issuer of Security) shall pay the sum of the Security to the Contracting Authority at first demand, if:**

10.7.1. The Tenderer revokes its Proposal while the Security is in force;

10.7.2. The selected (successful) Tenderer fails to submit necessary documents for entering into the procurement contract and/or fails to provide the requested contract performance security;

10.7.3. The Tenderer, whose Proposal is selected as the successful one in accordance with the contract award criteria, does not sign the contract by the deadline set by the Contracting Authority.

**10.8. The Security expires after:**

10.8.1. The procurement contract has entered into force (namely, the procurement contract is signed); or

10.8.2. the Procurement Commission has terminated the open competition without awarding any Tenderer the right to sign the contract and the decision has been upheld by the Procurement Monitoring Office of the Republic of Latvia or in accordance with the procedures stipulated in Article 68 (2) of the Latvian Public Procurement Law of Republic of Latvia within 10 days from the date when results have been published.

10.8.3. Expired Securities submitted on paper shall be returned to the Tenderer upon request. For the avoidance of doubt, regardless of whether the Security is returned to the Tenderer or not, the Security shall expire and become invalid as stipulated in Section 10.8 above.

**10.9. The Security shall be submitted:**

10.9.1. Together with the Proposal in the E-Tenders system signed by a secure electronic signature[9] with a time seal (in this case the Security must have a separate valid secure electronic signature by the issuer of the Security), or

10.9.2. Separately as an original document in hard copy by sending it to the address stipulated in Section 1.3. of the Regulation, arriving no later than the deadline for the submission of Proposals stipulated in Section 15.1 of this Regulation **(only if the guarantor (bank or insurance company) doesn't provide electronically issued Security signed with a certified electronic signature as described in Section 10 of the Regulation**) and additionally a scanned copy of the original Security document shall be submitted together with the Proposal in the E-Tenders system.

10.9.3. If the Tenderer fails to submit legally binding original of the Security document according to these regulations, the Procurement Commission excludes the Tenderer from further participation in the open competition.

## 11. FINANCIAL PROPOSAL

11.1. The Financial Proposal shall be submitted as part of Annex 1 and Annex 2.

11.2. The proposed contract price shall be determined in *euro* without value added tax (hereinafter – VAT).

11.3. The proposed contract price is to be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma are indicated, then only the first two decimal places will be taken into account.

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

11.4. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the Detailed Technical Design Review and Expertise Services that can be reasonably estimated, except VAT, including but not limited to:

11.4.1. visits to the Contracting Authority (cost of business trips and time of experts),

11.4.2. other expenses (except VAT).

11.5. 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 (if any).

11.6. The Tenderer can apply for and advance payment in amount of 10% (ten percent) of the total proposed Contract Price (price for both, Design Review and Design Expertise Services together). In case the Tenderer requests the advance payment and the Tenderer shall be awarded with the Contract signing rights, the Tenderer shall submit an advance payment guarantee (Advance payment bond) in amount of 10% (ten percent) of the total proposed Contract Price. The Tenderer shall indicate request for advance payment (if necessary) in Annex 1 of the Regulation.

11.7. If the Tenderer's Financial Proposal does not comply with all the requirements under Section 11 of this Regulation, Financial Proposal will be deemed incompliant and will not be further evaluated.

## 12. TECHNICAL PROPOSAL

12.1. The Tenderer shall draft a Technical Proposal in accordance with Annex 9 of Regulation and this Section 12 of Regulation, to describe the methodology for successful execution of the Contract within the set deadlines and quality expected. The Technical Proposal shall illustrate the Tenderer's understanding of the assignment and scope of the Services. Technical Proposals should not exceed 30 pages on A4 paper and the font size for general text parts shall not be less than approximately size 10 in a well readable and recognizable font type.

12.2. The Tenderer must comply with the following requirement – The Tenderer, its sub-contractors and experts proposed for the provision of the Design Review and Design Expertise Services shall be completely independent from the Design Service provider in each Design Section (in accordance with requirements established in all applicable laws and regulations of the Republic of Latvia) and shall not be in conflict of interest's situation. **If the Tenderer fails to meet previously named requirement such Tenderer will be recognized as incompliant and excluded from further participation in Procurement. Prior exclusion of the Tenderer from further participation Procurement commission will request the Tenderer to provide evidences of absence of the respective grounds (the Tenderer will not be automatically excluded).**

12.3. Tenderer shall submit Technical Proposal in accordance with Annex 9 of Regulation and containing the descriptions of the following aspects ((Criteria B) for scoring purposes):

| No | Criterion B Quality of the Technical Proposal and related topics to be evaluated in accordance with Section 20.4.1. |
|---|---|
| B.1 | <u>Description of the understanding of the assignment</u> *(This criterion is used to assess Tenderer's understanding of the objectives and scope of the assignment described in Technical Specification)*, covering at least the following:<br>**1. Tenderer's understanding of the subject-matter**, covering:<br>1.1. Detailed Technical Design Review Services, objectives, scope, work breakdown structure (WBS), and the requirements deriving from Technical Specification necessary for the proper and timely provision of the Services;<br>1.2. Detailed Technical Design Expertise Services, objectives, scope, work breakdown structure (WBS), and the requirements deriving from Technical Specification necessary for the proper and timely provision of the Services.<br><br>**2. Tenderer's understanding of local construction legislation**, covering:<br>2.1. The Design approval and Design Expertise Service provision process;<br>2.2. Design, construction, design (author) supervision and construction technical supervision workflow and regulation principles.<br>2.3. Description of procedures of expert's certification for Design expertise |

| | |
|---|---|
| B.2 | <u>**Description of quality assurance methodology**</u> *(This criterion is used to assess Tenderer's proposed quality assurance methodology for the assignment described in Technical Specification)*, covering at least the following:<br><br>**1. Service provision quality needs**, covering:<br><br>1.1. Quality needs deriving from the Technical Specification and the Contract, necessary for the provision of the Detailed Technical Design Review and Design Expertise Services;<br>1.2. Quality needs deriving from applicable construction legislation, necessary for the provision of the Detailed Technical Design Review and Design Expertise Services.<br>1.3. Bill of quantities (materials and products, construction and installation works, machinery, other quantitative and qualitive review and check.<br>1.3. Construction cost estimation review and check aspects: constraints (environmental, weather and climate, logistics, etc.), unit costs, equipment, cost indices and factors, accuracy, fulfillment of local requirements and benchmarking with best practices, key issues and risks.<br><br>**2. Proposed quality assurance management plan,** covering:<br>2.1. Detailed Technical Design Review and Design Expertise Services quality control procedures including inter-disciplinary design checks;<br>2.2. Communication plan with Parties involved in the Project;<br>2.3. Procedures to ensure remedy of defects/errors has been taken place in the Designs where applicable;<br>2.4. Quality control reporting procedures;<br>2.5. Personnel responsible for quality control;<br>2.6. Resource allocation and management including structure of the team designated for assignment with hierarchy and responsibility of team members;<br>2.7. Decision making processes. |

12.4. If the Tenderer's Technical Proposal does not comply with all the requirements under Section 12 of this Regulation, Technical Proposal will be deemed incompliant and will not be further evaluated.

## 13. CONTENTS AND FORM OF THE PROPOSAL

13.1. Proposal (hereinafter – **Proposal**) must be submitted electronically in E-Tenders subsystem of the Electronic Procurement System, in accordance with the following options for the Tenderer:

13.1.1. by using the available tools of E-Tender subsystem, filling the attached forms of the E-Tender subsystem for this procurement procedure;

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

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

13.2. During preparation of the Proposal, the Tenderer respects:

13.2.1. Proposal must be filled in a separate electronic document, in line with the forms attached to the procurement process of the E-Tenders subsystem in a Microsoft Office 2010 (or later) format and attached to the designated part of the procurement procedure;

13.2.2. Upon submission, the Tenderer signs the Proposal with a secure electronic signature and timestamp or with an electronic signature provided by the Electronic Procurement System. The Tenderer can use a secure electronic signature and timestamp and sign Proposal forms separately.

The proposal (its parts, if signed separately) are signed by an authorised person, including their authorisation document (e.g. power of attorney) stating the authorisations to sign, submit and otherwise manage the proposal.

**13.3. Proposal shall contain the following parts and documents/forms:**

1) Application form (Annex 1);

2) Detailed Financial Proposal (prepared in accordance with requirements set in Section 11) (Annex 1 and Annex 2);

3) The original of Bid Security (prepared in accordance with all requirements set in Section 10 and submitted together with Proposal in E-Tender system or in exceptional cases (only) submitted in accordance with requirements set in Clause 10.9.2 of Regulation);

4) Description of the Key expert`s experience (prepared in accordance with requirements set in Section 7 and Annex 7) and related documents (references, documents evidencing professional qualification and/or education (if applicable) etc);

5) Description on the Tenderer`s experience (prepared in accordance with requirements set in Section 7 and Annex 6) and related documents (references etc);

6) Information and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers (prepared in accordance with all requirements set in Section 7 (including in accordance with all respective Annexes of Regulation));

7) Information and documents related to sub-contractors (prepared in accordance with requirements set in Section 7 and 9 and Annex 5) and signed cooperation agreement (letter of intention or any other similar document);

8) Information and documents related to persons on whose capabilities the Tenderer relies to certify its compliance with qualification requirements (prepared in accordance with requirements set in Section 7 and 8 and Annex 4) and signed cooperation agreement (letter of intention or any other similar document);

9) Technical Proposal (prepared in accordance with requirements set in Section 12 and Annex 9);

10) Proof of Tenderers` representation or authorisation (e.g. power of attorney or registration certificate) and stating the authorisations to sign, submit and otherwise manage the proposal (in accordance with requirements set in Section 7);

11) For a company registered outside Latvia, a document confirming the right of signature (representation) of the representative of the Tenderer, or a member of a partnership, or a person on whose abilities a Tenderer relies, or subcontractor. If the Tenderer, or a member of a partnership, or a person on whose abilities a Tenderer relies, or subcontractor submits a power of attorney there shall be additionally submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) (in accordance with requirements set in Section 7);

12) The Tenderer, in order to certify that it complies with the selection criteria indicated in Section 7 of Regulation, may submit the European single procurement document as initial proof. This document must be submitted electronically, and for each person upon whose capabilities the Tenderer relies, and for each of their indicated subcontractors, the share of whose work is equal to or exceeds 10 % (ten percent) of the value of the Contract, but if the Tenderer is 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 http://espd.eis.gov.lv/ (*Electronical procurement system of Latvia*).

13.4. 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 and will be rejected as incompliant.

13.5. The Tenderer may submit a Proposal only for the whole subject matter of the open competition in total.

13.6. The Proposal must be submitted in accordance with this Regulation, in English or Latvian language (if submitted in Latvian, translation in English of the Proposal must be provided together with the Proposal). If the Proposal is submitted in English language, upon a request by the Procurement Commission the Tenderer shall provide a translation in Latvian language within the deadline requested by the Contracting Authority's Procurement Commission.

13.7. The Proposal may contain original copies of documents or their derivatives. Tenderer shall submit legally valid documents such as certified copies. For a document to be legally valid it has to be issued and formatted in accordance with the Latvian Law on Legal Force of Documents (*Dokumentu juridiskā spēka likums*) and Law on Electronic Documents of Latvia (*Elektronisko dokumentu likums*), but public documents issued abroad shall be formatted and legalised in accordance with the requirements of the Document Legalization Law of Latvia (*Dokumentu legalizācijas likums*). When submitting the Proposal, the Tenderer has the right to certify the validity of all the documents' derivatives and translations with one certification.

13.8. The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in this open competition procedure.

13.9. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available at https://www.eis.gov.lv/EKEIS/Supplier/Procurement/36754.

13.10. The Proposal shall be valid for 180 (one hundred eighty) days from the day of opening (deadline for submission) of the Proposal.

## 14. ENCRYPTION OF THE PROPOSAL INFORMATION

14.1. E-Tender system which is subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the Proposal documents.

14.2. If the Tenderer applied additional encryption to the information in the Proposal (according to Section 14.1), Tender has to provide Procurement Commission with electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after deadline of the Proposal submission.

## 15. SUBMISSION OF A PROPOSAL

**15.1.** Proposal (documents referred to in the Section13) shall be submitted electronically using the tools offered by the E-Tenders system available at https://www.eis.gov.lv/EKEIS/Supplier by ~~28 July 2020, 5 August 2020,~~ 13 August 2020, **before 14:00 o'clock (Time Zone EEST (Eastern European Summer Time), Riga (Latvia))),** *(Updated, Procurement Commission decision made on 3 July 2020, session minutes No 6), (Updated, Procurement Commission decision made on 22 July 2020, session minutes No 11), (Updated, Procurement Commission decision made on 3 August 2020, session minutes No 12).*

15.2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals by using the tools offered by E-Tenders system.

15.3. Only Proposals submitted to the E-Tenders system and within the time indicated in Clause 15.1 will be accepted and evaluated for participation in the procurement procedure. Any Proposal submitted outside the E-Tenders system or submitted after the time indicated in Clause 15.1 will be declared as submitted in a non-compliant manner and will not participate in the procurement procedure.

## 16. OPENING OF PROPOSALS

**16.1.** The Proposals will be opened in the E-Tenders system by ~~28 July 2020, 5 August 2020,~~ 13 August 2020, **at 14:00 o'clock (Time Zone EEST (Eastern European Summer time), Riga (Latvia)))** during the open meeting. It is possible to follow the opening of submitted proposals online in the E-Tenders system, *(Updated, Procurement Commission decision made on 3 July 2020, session minutes No 6), (Updated, Procurement Commission decision made on 22 July 2020, session minutes No 11), (Updated, Procurement Commission decision made on 3 August 2020, session minutes No 12).*

16.2. The Proposals are opened by using the tools offered by E-Tenders system, the proposed price and other information that characterizes the Proposal (excluding confidential information) shall be published in E-Tenders system, as well as notice of the presence of documents proving the Security.

16.3. The information regarding the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal is generated at the opening of the proposals by

E-Tenders system and written down in the Proposal opening sheet, which shall be published in E-Tenders system and Contracting authorities web page.

## 17. VERIFICATION OF PROPOSAL

17.1. Procurement Commission verifies whether the submitted Proposals comply with the requirements stipulated in in the Regulation (Section 13) and whether all required information and documents are submitted and selects for further evaluation only the compliant Proposals.

17.2. If the Tenderer has failed to submit some of the documents which shall be submitted according to the Regulation or the contents of the submitted documents do not comply with the Regulation, the Procurement Commission decides to request clarifications (if possible in accordance with Public Procurement Law of Republic of Latvia) or to exclude the Tenderer from further participation in the open competition.

## 18. VERIFICATION OF TEHNICAL PROPOSALS

18.1. Procurement Commission verifies whether the submitted Technical Proposals comply with the requirements stipulated in Section in Section 12 and in Technical Specification and selects for further evaluation only the compliant Technical Proposals.

## 19. VERIFICATION OF FINANCIAL PROPOSALS

19.1. The Procurement Commission verifies whether Tenderers have completed Annex 1 "Application" and Annex 2 "Detailed Financial Proposal" in accordance with the requirements stipulated in Section 11 of Regulation.

19.2. The Procurement Commission verifies whether there are any arithmetical errors, whether an abnormally low Proposal has been received, as well as assesses and compares the contract prices proposed. The Procurement Commission shall act in accordance with Article 53 of Public Procurement Law of Republic of Latvia to verify an abnormally low Proposal.

19.3. The Procurement Commission informs the Tenderer whose mathematical errors have been corrected about the correction of mathematical errors and the corrected Financial Proposal.

19.4. When evaluating the Financial Proposal, the Procurement Commission takes corrections into account.

19.5. The Procurement Commission has the right to demand that the Tenderer explains the calculation upon which the Financial Proposal is based and other related aspects in order to ascertain the objectivity of the Financial Proposal and whether an abnormally low Proposal has been submitted.

19.6. The Procurement Commission further evaluates the compliant Proposals which have not been declared as abnormally low proposals and selects for further evaluation only the compliant Financial Proposals.

## 20. CONTRACT AWARD CRITERIA

20.1. The Proposal selection criterion is **the most economically advantageous proposal**, according to the Evaluation methodology/formula described in this Section below (Clause 20.4 and Clause 20.5). **The economically most advantageous proposal shall be the Proposal which will receive the highest sum of scores for the following criteria (A + B).** The Procurement Commission shall rank the Proposals based on the following Evaluation criteria:

| Evaluation criteria: | Points: |
|---|---|

| | | |
|---|---|---|
| **A** | **Financial Proposal** (Costs for the Detailed Technical Design Review and Design Expertise Services (EUR, excl. VAT)) which will be evaluated in accordance with Section 20.5. | **70** |
| **B** | **Quality of the Technical Proposal**, which will be evaluated in accordance with Section 20.4. | **30** |
| B.1 | Description of the Understanding of the scope of assignment | 15 |
| B.2 | Description of Quality assurance methodology | 15 |

20.2. The Procurement Commission shall sum up the points obtained by each Tenderer and the Contract shall be awarded to the Tenderer whose Proposal receives the highest score.

20.3. In case several Tenderers will obtain equal number of points, the Procurement Commission shall award the right to conclude the contract to the Tenderer which will obtain higher score for its Financial Proposal. If also this score will be equal, then the Procurement Commission will invite representatives of those particular Tenderers and organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, Procurement Commission will carry out the draw without representatives of Tenderers present.

**20.4. Evaluation methodology of the quality of the Technical Proposal (Evaluation criteria B)**

20.4.1. **Quality of the Technical Proposal (Evaluation criteria B)** will be evaluated by comparing the Technical Proposals according to the following Evaluation methodology:

| Evaluation methodology for criterion<br>B.1 „Description of the Understanding of the assignment“ | | |
|---|---|---|
| **Level of detail** | **Description** | **Points awarded** |
| **Highly Detailed** | The Tenderer has produced a detailed, reasoned and extended description on understanding of the scope and specifics of planned Detailed Technical Design Review and Design Expertise Services. The Tenderer has demonstrated that it has clear understanding of all methods and procedures to be implemented for successful delivery of the Services.<br>Objectives, scope with clear deliverable-oriented breakdown of Services, requirements and conditions of Technical Specification that define the scope of Services to be provided and are needed to be followed for the proper and timely provision of the Services, including requirements deriving from , local construction legislation, procedures of experts certification for Design expertise are described exhaustively and demonstrate that the Tenderer has profound understanding of all the requirements of Technical Specification.<br>The required stages of the Service process, specified deliverables, as well as the Design approval process and Design Expertise Service provision process are exhaustively described. The description demonstrates Tenderer`s clear understanding of the subject-matter and related assignments described in Technical Specification, thus allowing the Contracting Authority to ascertain the competence of the Tenderer and its ability to provide Services in a highest quality, leaving no doubts, questions or space for interpretation. | 15 |

| | | |
|---|---|---|
| **Medium level of detail** | The Tenderer has produced reasoned, however, partly extended description of the scope and specifics of planned Detailed Technical Design Review and Design Expertise Services. The Tenderer has demonstrated understanding of the main methods and procedures needed to be implemented for delivery of the Services, at the same time lacking some less vital details.<br>Objectives, scope with clear deliverable-oriented breakdown of Services, requirements and conditions of Technical Specification that define the scope of Services to be provided and are needed to be followed for proper and timely provision of the Services, including requirements deriving from, local construction legislation, procedures of experts certification for Design expertise regarding the Design approval process and Design Expertise Service provision, are described in partially extended way, nevertheless still demonstrate that in general Tenderer has good enough understanding of the requirements of Technical Specification.<br>The description demonstrates Tenderer`s understanding of the subject-matter and related assignment described in Technical Specification, thus allowing the Contracting Authority to ascertain the competence of the Tenderer and its ability to provide Services in expected quality. | 10 |
| **Low level of detail** | The Tenderer has produced a general description of the scope and specifics of the planned Detailed Technical Design Review and Design Expertise Services. The Tenderer has demonstrated that it has certain understanding of the main methods and procedures needed for delivery of the Services but lacking part of the vital details.<br>Objectives, scope with clear deliverable-oriented breakdown of Services, requirements and conditions of Technical Specification that define the scope of Services to be provided and are needed to followed for proper and timely provision of the Services, including requirements deriving from local construction legislation, procedures of experts certification for Design expertise regarding the Design approval process and Design Expertise Service provision, are described generally and without further details, thus it is not possible to confirm that the Tenderer has enough good understanding of the requirements of Technical Specification.<br>The description contains some minor issues in relation with the requirements of Technical Specification and/or not addressing the requirements in a sufficient manner and/or leaving open risks/interpretation. The description does not demonstrate Tenderer`s complete understanding of the subject-matter and related assignment described in Technical Specification and does not allow the Contracting Authority to ascertain in complete of the competence of the Tenderer and ability to provide Services in expected quality. | 5 |
| **Insufficient level of detail** | The Tenderer has produced a description which does not address any or majority of the significant requirements deriving from the Technical Specification.<br>Objectives, scope with clear deliverable-oriented breakdown of Services, requirements and conditions of Technical Specification that define the scope of Services to be provided and are needed to be followed for proper and timely provision of the Detailed Technical Design Review and Design Expertise Services, including requirements deriving from local construction legislation, procedures of experts certification for Design expertise are not described properly and in full content and/or contain major deviations from the requirements of Technical Specification. In the result of incomplete description provided, significant open risk/interpretation left in by the Tenderer and it can be deemed that the Tenderer only basic if any understanding of the requirements of Technical Specification.<br>The description is prepared in a poor quality and does not demonstrate Tenderer`s understanding of the subject-matter and related assignment described in Technical Specification and in no manner allows the Contracting Authority to ascertain the competence of the Tenderer and its ability to provide Services in the expected quality and in accordance with all requirements stipulated in Technical Specification. | 0 |

## Evaluation methodology for criterion B.2 „Description of Quality assurance methodology "

| Level of detail | Description | Points awarded |
|---|---|---|
| **Highly Detailed** | The Tenderer has produced a detailed, reasoned and extended description of the proposed quality assurance methodology for the provision of the Detailed Technical Design Review and Design Expertise Services, clearly demonstrating its understanding of all aspects – Service provision quality needs and quality assurance management plan and the assignment deriving from Technical Specification and Contract conditions.<br>The Tenderer has clearly demonstrated knowledge and deep understanding regarding applicable local legislation requirements related to the Service provision quality needs.<br>The Tenderer addresses very clearly its approach, describing in detail how the resources will be allocated and personnel responsible for quality control involved and managed. The Tenderer has described in a structured and detailed way how quality control procedures and defects/errors remedy procedures will be ensured. The Tenderer has described exhaustively the way how communication with Parties and decision-making process will be ensured.<br>The description fully allows the Contracting Authority to ascertain of the competence of the Tenderer and its ability to provide Services in a highest quality, leaving no doubts, questions or space for interpretation. | 15 |
| **Medium level of detail** | The Tenderer has produced reasoned, however, partly extended description of the proposed quality assurance methodology for the provision of the Detailed Technical Design Review and Design Expertise Services. The Tenderer has demonstrated understanding of all aspects – Service provision quality needs and quality assurance management plan and the assignment deriving from Technical Specification and Contract conditions, at the same time lacking some less vital details.<br>The Tenderer has demonstrated knowledge and understanding regarding applicable local construction legislation requirements related to the Service provision quality needs.<br>The Tenderer clearly addresses its approach, describing how the resources will be allocated and personnel responsible for quality control involved and managed. The Tenderer has described a way how quality control procedures and defects/errors remedy procedures will be ensured, however, not exhaustively. The Tenderer has described how communication with Parties involved and decision-making process will be ensured, however, not exhaustively.<br>The description in general demonstrates complete understanding of quality needs for the provision of Services and allows the Contracting Authority to ascertain of the competence of the Tenderer and its ability to provide Services in expected quality. | 10 |
| **Low level of detail** | The Tenderer has produced a general description of the proposed quality assurance methodology for the provision of the Detailed Technical Design Review and Design Expertise Services, however, without any further detalisation.<br>The required details related to the understanding of all aspects – Service provision quality needs and quality assurance management plan are described, however, with little additional detail provided and/or significant gaps of the distinct aspects left, causing questions and does not demonstrating complete understanding of the assignment deriving from Technical Specification and Contract conditions.<br>The Tenderer has not demonstrated knowledge and clear understanding regarding applicable local construction legislation requirements related to the Service provision quality needs.<br>The Tenderer has described how the resources will be allocated and personnel responsible for quality control involved and managed in a low level of detail or some of the descriptions have not been provided at all. The Tenderer has described a way how quality control procedures and defects/errors remedy procedures will be ensured in a low level of detail or some of the descriptions have not been provided at all. The Tenderer has described way how communication with Parties and decision-making process will be ensured in a low level of detail or some of the descriptions have not been provided at all.<br>Some detail/description of areas may be provided, but lacking clarity in their interface and/or the linkage with the proposed methodology and/or the Technical Specification | 5 |

| | | |
|---|---|---|
| | or related Contract conditions. The description contains some minor issues in relation with the requirements of Technical Specification Contract and/or not addressing the requirements in a sufficient manner and/or leaving open risks/interpretation.<br>The description does not demonstrate complete understanding of quality needs for the provision of Services and does not allow the Contracting Authority to ascertain in complete of the competence of the Tenderer and ability to provide Services in expected quality. | |
| **Insufficient level of detail** | The Tenderer has produced a description which does not address all or a major part of the significant requirements deriving from the Technical Specification and related Contract conditions.<br>The required details related to the understanding of all aspects – Service provision quality needs and quality assurance management plan, including requirements deriving from local construction legislation, are not described properly (or are not described at all) and/or contains major deviations from Technical Specification and Contract conditions.<br>The Tenderer has described how the resources will be allocated and personnel responsible for quality control involved and managed in insufficient level of detail or some of the descriptions have not been provided at all. The Tenderer has described a way how quality control procedures and defects/errors remedy procedures will be ensured in insufficient level of detail or some of the descriptions have not been provided at all. The Tenderer has described way how communication with Parties and decision-making process will be ensured in insufficient level of detail or some of the descriptions have not been provided at all.<br>The description is prepared in a poor quality and does not demonstrate understanding of the assignment deriving from Technical Specification and Contract conditions and significant open risk/interpretation left in by the Tenderer.<br>The description does not demonstrate understanding of quality needs for the provision of Services and in no manner allows the Contracting Authority to ascertain of the competence of the Tenderer and ability to provide Services in the expected quality and in accordance with all requirements stipulated in Technical Specification and Contract. | 0 |

20.4.2. The quality of the Technical Proposal shall be evaluated on the basis of the information contained in the document (Annex 9) in accordance with Section 12 and its relevance to the Technical Specification, by awarding points.

20.4.3. The maximum number of points the Technical Proposal can receive for criterion B (B.1 + B.2) is 30 points.

20.4.4. If the Technical Proposal does not satisfy specific requirements set out by level of detail (mentioned in the table above) such Technical Proposal shall receive next (top-down) scoring where it complies with the requirements established in methodology.

20.4.5. **If the Technical Proposal is scored with 0 (zero) points in any of B (B.1 or B.2) criteria set out by Section 20.1 such Proposal will be rejected and will not be evaluated further.**

20.4.6. The Procurement Commission shall obtain the final score for each Technical Proposal in this criterion by summing up all points (above zero) obtained by the respective Technical Proposal in this criterion and dividing the sum with the number of members of the Procurement Commission which participated in the evaluation of the Technical Proposals. The points shall be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered. The result shall be used as the points for the particular Technical Proposal for the purposes of Section 20.2.

**20.5. Evaluation of the Financial Proposal (Evaluation criteria A)**

20.5.1. The Procurement Commission shall award the maximum available points for the Financial Proposal with the lowest proposed price for the Detailed Technical Design Review and Design Expertise Services (together).

20.5.2. Other Financial Proposals shall receive score in accordance with the following formula:

$$points = \frac{lowest\ proposed\ price\ from\ the\ compliant\ proposals}{Tenderer's\ proposed\ price} \times 70$$

20.5.3. The result shall be used as the points for the particular Financial Proposal for the purposes of Section 20.2. The points shall be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.

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

21.1. Prior to making the decision about assigning rights to conclude the Contract, the Procurement Commission performs a check regarding the existence of grounds for exclusion of Tenderers for Tenderers, members of a partnership (if the Tenderer is a partnership), persons on whose capabilities the Tenderer is relying to certify its compliance with qualification requirements (hereinafter - a person on whose capabilities the Tenderer is relying) and subcontractors whose share of work is equal to or exceeds 10% of the Contract value.

21.2. 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, member of a partnership (if the Tenderer is a partnership), a subcontractor whose share of work is equal to or exceeds 10% of the Contract price or a person on whose capabilities the Tenderer is relying have tax debts, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, the Procurement Commission informs the Tenderer and sets a deadline – 10 days from the day of issuing or receiving information – for the submission of a certificate evidencing absence of tax debt or decision to prolong the deadline or postpone payment of the tax, an agreement on payment of the tax or other objective evidence proving absence of a tax debt.

21.3. If the Tenderer fails to submit required evidence about itself before the deadline, the Procurement Commission excludes the Tenderer from participation in the open competition.

21.4. Change of persons upon whose capabilities the Tenderer is relying or subcontractors whose share of work is equal to or exceeds 10% of the Contract price is performed in accordance with Sections 8.2. and 9.2. respectively.

21.5. In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 7.1. and has indicated this in the Proposal, upon request by the Procurement Commission it submits an explanation about the implemented measures in order to restore reliability and prevent occurrences of the same or similar violations in future, as well as attaches evidence which proves the implemented measures, such as but not limited to evidence about compensating damages, on cooperation with investigating authorities, implemented technical, organizational or personnel measures, an assessment of a competent authority regarding the sufficiency of the implemented measures etc. The Procurement Commission assesses such information. 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.

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

22.1. The Procurement Commission selects the Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulation and chooses the Proposal in accordance with the contract award criteria as described in Section 20. The Tenderer whose Proposal will receive the best score shall be selected.

22.2. Within 3 (three) Business days from the date of decision about the open competition results the Procurement Commission informs all the Tenderers about the decision made by sending the information by post or electronically and keeping the evidence of the date and mode of sending the information. The Procurement Commission announces the name of the chosen Tenderer, indicating:

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 may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.

22.3. If only 1 (one) Tenderer complies with all the Tenderer selection requirements, 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) Business days simultaneously informs all Tenderers about all the reasons because of which the open competition procedure is terminated and informs about the deadline within which a Tenderer may submit an application regarding the 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 not later than within 5 (five) Business days from day when the decision about the results of the open competition is taken, the Procurement Commission prepares a report on the open competition procedure and publishes it on the E-procurement system's webpage https://www.eis.gov.lv/EKEIS/Supplier and on Contracting Authority's webpage http://www.railbaltica.org/tenders/.

**22.7. The selected Tenderer upon receiving the notification from Procurement Commission must:**

22.7.1. within 5 (five) Business days submit cooperation or partnership agreement if required pursuant to requirements under Section 6.1.2.1;

22.7.2. within 10 (ten) days from receiving the invitation, to sign the Contract.

22.8. The Contract is concluded on the basis of the Tenderer's Proposal and in accordance with Annex 10.

**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 contractor does not inform of the founding of a partnership company;

22.9.2. refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulation.

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 whether the next Tenderer is one market participant together

with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer, the Procurement Commission makes a decision to terminate the open competition without selecting any 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. ANNEXES:

1. Application form on 2 (two) pages;
2. Detailed Financial Proposal form (MS Excel Workbook) on 5 (five) pages;
3. Technical Specification on 25 (twenty five) pages;
4. Table "Entities on whose capabilities the Tenderer relies to certify its compliance with qualification requirements" on 1 (one) page;
5. Table "Sub-contractors" on 1 (one) page;
6. Table "Experience of Tenderer" on 2 (two) pages;
7. Table "Experience of Key-Expert" on 2 (two) pages;
8. Confirmation of Tenderer`s Financial standing on 2 (two) pages;
9. Technical Proposal form on 2 (two) pages;
10. Draft Contract on 56 (fifty-six) pages;
11. Mutual Non-Disclosure Agreement on 5 (five) pages.

Chairperson of the Procurement Commission E.Saule

## ANNEX NO 1: APPLICATION

[form of the Tenderer's company]

2020.___._____

No_____

**APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION "DETAILED TECHNICAL DESIGN REVIEW AND DESIGN EXPERTISE SERVICES FOR RAIL BALTICA IN LATVIA", NO RBR 2019/16**

_____
Name of the Tenderer or members of the partnership

_____
Registration number of the Tenderer or members of the partnership

_____
VAT payer registration number

_____
Legal address

_____
Actual address

_____
Bank

_____
Bank account (IBAN)

_____
Bank code (SWIFT)

_____
telephone number e-mail

_____
Contact person of the Tenderer: name, surname, position

_____

1. Confirms participation in the open competition **"Detailed technical Design Review and Design Expertise Services for Rail Baltica in Latvia", id. No RBR 2019/16.**
2. **Proposes to deliver Detailed Technical Design Review and Design Expertise Services in accordance with the Technical Specification and this Proposal for the following Total Contract price for both, Detailed Technical Design Review and Design Expertise Services:**

**_____EUR (excluding VAT)**

3. **Please indicate if advance payment** in amount of 10% (ten percent) of the Total Contract price is necessary: _____Yes / _____No.

4. (*Only if applicable*): Informs that the following persons comply with the following exclusion grounds:

| Name of the entity (person) | Exclusion ground and brief description of the violation |
|---|---|
| **[●]** | |
| **[●]** | |

5. Confirms that the Regulation is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it shall fulfil all conditions of the Regulation as well as enter into a procurement Contract in accordance with the draft Contract enclosed with the Regulation.

6. Confirms that it fulfils requirement established in Clause 12.2. of the Regulation and is completely independent of the Design Service provider and is not in conflict of interest's situation.

7. Confirms the period of validity of its Proposal for 180 (one hundred eighty) days from the day of opening of the Proposal.

8. Guarantees that all information and documents provided are true.

9. We meet the criteria of (*please mark*):

☐ a small ☐ medium ☐ other

sized enterprise[10] as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.[11]

Signature: _____
Date: [*date of signing*]
Name: [*name of the representative of the Tenderer*]
Position: [*position of the representative of the Tenderer*]

[10] The information on the size of the Candidate is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal.

11 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

ANNEX NO 2: DETAILED FINANCIAL PROPOSAL (PLEASE REFER TO A SEPARATE DOCUMENT (MS EXCEL WORKBOOK)

# ANNEX NO 3: TECHNICAL SPECIFICATION (PLEASE REFER TO A SEPARATE DOCUMENT)

## ANNEX NO 4: ENTITIES ON WHOSE CAPABILITIES THE TENDERER RELIES TO CERTIFY ITS COMPLIANCE WITH QUALIFICATION REQUIREMENTS

| No | Name | Description of the capabilities the Tenderer relies to certify its compliance with qualification requirements (Section 7 of Regulation) |
|---|---|---|
| 1 | | |
| 2 | | |
| [..] | | |

Signature *[signature of the representative of the Tenderer]*:_____
Date: *[date of signing]*
Name: *[name of the representative of the Tenderer]*
Position: *[position of the representative of the Tenderer]*

## ANNEX NO 5: SUB-CONTRACTORS

| No | Name of the Sub-Contractor | Sub-contracted tasks | | |
|---|---|---|---|---|
| | | Description of the sub-contracted task | Amount, EUR (without VAT) | % from the proposed price |
| **I** | **Total amount of the sub-contracted tasks is equal to or <u>exceeds 10%</u> from the proposed contract price** | | | |
| 1 | | | | |
| 2 | | | | |
| [..] | | | | |
| | | | | |
| **Sub-Total:** | | | | |
| **II** | **Total amount of the sub-contracted tasks is <u>smaller than 10%</u> from the proposed contract price** | | | |
| 1 | | | | |
| 2 | | | | |
| [..] | | | | |
| | | | | |
| **Sub-Total:** | | | | |
| **TOTAL (I+II):** | | | | |

**10. We meet the criteria of (*please mark*):**

☐ a small ☐ medium ☐ other

sized enterprise[12] as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.[13]

Signature [*Signature of the representative of the Tenderer*]: _____
Date: [*date of signing*]
Name: [*name of the representative of the Tenderer*]
Position: [*position of the representative of the Tenderer*]

[12] The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal.

13 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

## ANNEX NO 6: EXPERIENCE OF TENDERER

Clause 7.4.1. of the Regulation:

The Tenderer within the previous 10 (ten) years (2010 to until submission of the proposal) has provided railway design review and/or railway design expertise services as a main contractor or lead consultant in at least 3 (three) railway design projects[14], covering at least the following requirements for each such project:

- railway is developed according to the European Technical Specification for interoperability (TSI);

- length of railway line section at least 10 km;

- value of the provided services is not less than 3 000 000,00 EUR (three million *euros*, zero *cents*);

- Design speed ≥201 km/h.

| No | Description of the services and projects characterizing the required experience indicated in Clause 7.4.1. (above) | Date of commencement and completion of services provided (experience obtained) (month/year – month/year) | Value of the project (EUR*, excl. VAT) | Name of the Contracting Authority (Client) | Contact information of Contracting Authority (Client) |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| [..] | | | | | |

Signature [*signature of the representative of the Tenderer*]: _____
Date: [*date of signing*]
Name: [*name of the representative of the Tenderer*]
Position: [*position of the representative of the Tenderer*]

* If the value of the project / contract is in another currency than euro, for the purposes of this Proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the date of signing of this document.

[14] If the Tenderer certifies its experience with the project / contract where all works/services (out of the scope of Tenderer`s experience) have not been completed yet (project / contract is ongoing), please specify date of approval of the respective services provided (experience obtained) by the Tenderer.

## ANNEX NO 7: EXPERIENCE OF KEY-EXPERT

| No | Key-expert`s role in team *(in accordance with Clause 7.5.1 of Regulation)* | | Name, Surname | |
|---|---|---|---|---|
| **I Professional experience:** | | | | |
| | Name of the project/contract and Contracting Authority (Client), contact details of Contracting Authority | **Time period for experience** (date of commencement and completion of respective services: month/year - month/year) | **Detailed description of the experience/responsibilities/ role** for the respective expert | **Detailed description of the project/contract** (e.g. scope, designed speed of railway, length of railway line section, TSI, gauge, span length of the bridge or viaduct *(if applicable)*) |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| [..] | | | | |
| **II Professional qualification/education according to the Country`s (Country, where the qualification/education has been obtained) legislation, (if applicable by the respective Country`s legislation) for the provision of respective services in the field of his/her expertise (if applicable):** [*Please fill in*]<br>Document evidencing Professional qualification/education according to the Country`s (Country, where the qualification/education has been obtained) legislation for the provision of respective services in the field of his/her expertise (if applicable by the respective Country`s legislation): [*Please fill in*] | | | | |

**III English language skills**[15] (with respective criteria in Section 7.5.1. every key-expert is expected to have a very good (**at least B2 Level**) English language skills (based on Common European Framework of Reference for Languages) in understanding, speaking and writing.:

| Understanding | | Speaking | | Writing |
|---|---|---|---|---|
| Listening | Reading | Spoken interaction | Spoken production | |
| *[Please enter level…]* | *[Please enter level…]* | *[Please enter level…]* | *[Please enter level…]* | *[Please enter level…]* |

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

**IV Document evidencing Professional qualification/education according to the Country`s (Country, where the qualification/education has been obtained) legislation for the provision of respective services in the field of his/her expertise (if applicable by the respective Country`s legislation) shall be attached to the Proposal.**

I confirm that I have consented that my candidature is proposed in this open competition **"Detailed technical Design Review and Design Expertise Services for Rail Baltica in Latvia", id. No RBR 2019/16**. I confirm that in case the Tenderer [*name of the Tenderer:* _____] will conclude the Contract as the result of this open competition, I will participate in the execution of the Contract.

I confirm I am completely independent from the Design Service provider (in accordance with requirements established in all applicable laws and regulations of the Republic of Latvia) and thus entitled to perform Design Review and Design Expertise Services.

In addition, I confirm that I have consented that my personal data (name, surname and signature) are processed by the Contracting Authority during this open competition.

Signature:_____
Date: *[date of signing]*
Name: *[name of the expert]*

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

## ANNEX NO 8: CONFIRMATION OF TENDERER`S FINANCIAL STANDING (WITH RESPECT TO SECTION 7.3.1., 7.3.2.)

Clause 7.3.1. of Regulation:

The Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover in railway infrastructure design and / or railway infrastructure consulting services within the last 3 (three) financial years, i.e. 2017, 2018, 2019, is not less than 3 000 000,00 EUR (three million *euros,* zero *cents*).

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

In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer is relying to certify it`s financial and economic performance has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer's actual operation period.

| No | Year | Total Turnover in EUR | Turnover in railway infrastructure design and/or railway infrastructure consulting services in EUR | Notes |
|---|---|---|---|---|
| Tenderer or member of the partnership (if the Tenderer is a partnership) or entity on whose capabilities the Tenderer relies on. | | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| Average within last 3 (three) financial years | | | | |
| If the Tenderer is partnership, please continue and provide info regarding each member and partnership in total. | | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| [..] | | | | |

Clause 7.3.2. of Regulation:

The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the procurement contract or entity on whose financial and economic capabilities the Tenderer is relying to certify it`s financial and economic performance and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, in the last audited financial year liquidity ratio *(Current Assets divided by Short-term Liabilities)* shall be equal to or exceed 1 and shall have positive equity capital *(Total Assets minus Total Liabilities).*

$$Liquidity\ ratio = \frac{Current\ Assets}{Short - term\ Liabilities} = _____$$

*Equity capital = Total Assets – Total Liabilities =* _____

Signature: _____
Date: [date of signing]
Name: [name of the Tenderer / partnership / entity]
Position: [position of the representative of the Tenderer / partnership / entity

## ANNEX NO 9: TECHNICAL PROPOSAL FORM

1. Technical Proposal form, filled in accordance with the requirements for the content of Technical Proposal, as specified in Section 12 of the Regulation.
2. Each topic shall be described under the relevant title in Technical Proposal form **in accordance with all requirements set in Section 12** of the Regulation. The Procurement Commission shall refer to the description for evaluating of the quality of Technical Proposal in accordance with Section 12 of the Regulation and shall evaluate Technical Proposal **in accordance with evaluation methodology for criterion B, established in Section 20.4.1.**

| **No** | **Item (criterion B) to be described** |
|---|---|
| **B.1** | **Description of the understanding of the assignment** |
| 1. | Tenderer's understanding of the subject-matter |
| 1.1. | |
| 1.2. | |
| 1.3. | |
| 2. | Tenderer's understanding of local construction legislation |
| 2.1. | |
| 2.2. | |
| 2.3. | |
| **B.2** | **Description of quality assurance methodology:** |
| 1. | Service provision quality needs |

| | |
|---|---|
| 1.1. | |
| 1.2. | |
| 1.3. | |
| 1.4. | |
| 1.5. | |
| 2. | Proposed quality assurance management plan |
| 2.1. | |
| 2.2. | |
| 2.3. | |
| 2.4. | |
| 2.5. | |
| 2.6. | |
| 2.7. | |

Signature: _____
Date: [*date of signing*]
Name: [*name of the representative of the Tenderer*]
Position: [*position of the representative of the Tenderer*]

## ANNEX NO 10: DRAFT CONTRACT (PLEASE REFER TO A SEPARATE DOCUMENT)

## ANNEX NO 11: MUTUAL NON-DISCLOSURE AGREEMENT (INTERNAL DOCUMENT OF CONTRACTING AUTHORITY) (PLEASE REFER TO A SEPARATE DOCUMENT)