

Riga

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Reg. No: 1.13p/LV-2025-142

## Electronic Procurement System

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

RB Rail AS presents following answer to the questions received from the interested supplier until 31<sup>st</sup> July 2025:

No	Question	Answer
1.	Annex 9 / 16.1 Right to Audit: Is the contract negotiable? We would like to propose the following alternative wording for section 16: Notwithstanding any other term or provision of this Agreement, any audits pursuant to this Agreement shall be subject to the conditions that: (a) they be conducted at [Name of Customer]'s sole expense, (b) their respective scope is reasonable, (c) they be conducted in such a way as to avoid interference with [name of Company]'s operations, (d) reasonable advance written notice of the intent to audit be provided to [name of Company], (e) they be conducted during normal business hours and in the presence of [name of Company] personnel, (f) business secrets of [name of Company] are reasonably protected, (g) they avoid interference with investigations - if any - conducted by competent government authorities, (h) they be conducted in accordance with any applicable laws and regulations and any applicable confidentiality, safety, data protection and security obligations, rules and regulations and (i) they and any related information be treated as strictly confidential.	No, in open competition procedures draft contract is not negotiable. The procurement commission takes note of the proposed alternative wording of Clause 16.1. of the draft Contract.  Amendments will be made to the draft Contract.

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2.	Annex 10 No. 9: Taking into account the services to be rendered, we request that you examine whether the inclusion of a contractual penalty could be waived or whether it could at least be agreed that contractual penalties paid could be offset against compensation payments. (Alternatively: "Any contractual penalty paid shall be set off against any claims for damages.")	Annex 10 and requirement for Non-Disclosure Undertaking are excluded from Regulations.  Considering mentioned above, amendments will be made to the Regulations and annexes of Technical specification will be available without Non-Disclosure Undertaking.
3.	Annex 10 No. 14: We request that you examine whether the duration of the confidentiality obligation can be provided with an appropriately defined term that meets the need for confidentiality. (Alternatively: "The obligation to keep the information confidential ends ... years after this Agreement has been executed.")	Annex 10 and requirement for Non-Disclosure Undertaking are excluded from Regulations.  Considering mentioned above, amendments will be made to the Regulations.
4.	Is it mandatory for us to submit CVs in addition to the information about the key experts?	No, there is no requirement to submit CVs in addition. The mandatory documentation to prove professional ability of key expert is the filled and signed Annex No 5 "Description of the Expert's experience".
5.	If we need reliance on third-party capacities, do the details need to be finalized before the submission of the offer, or can they be afterwards provided during the performance/project phase?	All the details of information and documentation required in Regulations shall be finalized before the submission of the Proposal.  In case Tenderer relies on the capacity of other persons, Tenderer shall comply with all requirements stipulated in Section 9 of Regulations, including: <ul style="list-style-type: none"> <li>- indicate all persons on whose capacity it relies by filling in Annex No 6 "Other entities on whose capacity Tenderer relies";</li> <li>- prove to the Contracting authority that the Tenderer will have available all the necessary resources for the fulfilment of the Contract by submitting a signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer.</li> </ul>
6.	Do team members who are not key experts but will be involved in the project also need to be included in Annex 05?	No, in Annex No 5 "Description of the Expert's experience" shall be included those experts who are

		proposed to fulfil the requirements of Section 8.4.4. of Regulations (Technical and professional ability) and Section 20.2.3. of Regulations (Evaluation criteria). A detailed description of the Tenderer's team shall be provided in Technical proposal, Section 12.2.2. of Regulations.
7.	Annex 5: Is it permitted to list the same key expert in all five tables (8.4.4.1, 8.4.4.2 & 20.2.3.1, 20.2.3.2, 20.2.3.3) or must different individuals be named for each one?	Yes, Tenderer can propose the same expert to fulfill the requirements of Section 8.4.4.1, 8.4.4.2, 20.2.3.1, 20.2.3.2 and 20.2.3.3 of the Regulations. In this case all five tables of Annex No 5 "Description of the Expert's experience" shall be filled and signed.
8.	Annex 9: Section 5.6 is incomplete and Section 5.7 is missing entirely. Could you please send us the complete document?	Due to the technical error: <ul style="list-style-type: none"> <li>- Section 5.6 was incomplete, and Section 5.7 was missing entirely;</li> <li>- Section 18 of <i>Annex A: Definitions and common terms</i> was incomplete, and Section 19 of <i>Annex A: Definitions and common terms</i> was missing entirely.</li> </ul> <p>Considering mentioned above, amendments will be made to the draft Contract.</p>

Sincerely,  
A. Antonova  
Procurement commission chairperson / Secretary

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