

## REGULATION

# PROCUREMENT

**"STUDY ON CLIMATE CHANGE IMPACT ASSESSMENT FOR THE DESIGN,  
CONSTRUCTION, MAINTENANCE AND OPERATION OF RAIL BALTICA  
RAILWAY"**

(IDENTIFICATION NO RBR 2018/7)

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# REGULATION

## 1. GENERAL INFORMATION

- 1.1. The identification number of this procurement "**Study on climate change impact assessment for the design, construction, maintenance and operation of Rail Baltica railway**" (hereinafter – the procurement) is: No RBR 2018/7.
- 1.2. Procurement is co-financed by the Contracting authority and Connecting Europe Facility (CEF).
- 1.3. Main CPV code: 71000000-8 (Architectural, construction, engineering and inspection services). The additional CPV code is: 71300000-1 (Engineering services).
- 1.4. The contracting entity is company RB Rail AS, legal address: Kr. Valdemara iela 8 - 7, Riga, LV-1010, Latvia (hereinafter – Contracting authority).
- 1.5. This procurement is organised in accordance with Article 9 of the Public Procurement Law of Republic of Latvia in effect on the date of publishing the contract notice.
- 1.6. The estimated value of the contract is 41 000,00 EUR (forty one thousand euro, 00 cents) excluding VAT. The proposed contract price cannot exceed 41 000,00 EUR (forty one thousand euro, 00 cents) excluding VAT. In case proposed contract price will exceed 41 000,00 EUR (forty one thousand euro, 00 cents) excluding VAT, Tenderer's proposal will be rejected as non compliant with the requirements stipulated in Regulation.
- 1.7. The procurement regulation and all its annexes (hereinafter – Regulation) are freely available at the Internet webpage of the Contracting authority <http://www.railbaltica.org/tenders/>.
- 1.8. Answers to Contractors' **questions shall be published on the** Contracting authority's Internet webpage <http://railbaltica.org/tenders/>. It is the Contractor's **responsibility to constantly follow the information published** on the webpage and to take it into consideration in its proposal.
- 1.9. Contact persons of the Contracting authority for this procurement:
  - (a) In administrative aspects of the procurement: Procurement specialist **Baiba Ūbele**, telephone: +371 26273973, e-mail address: [baiba.ubele@railbaltica.org](mailto:baiba.ubele@railbaltica.org), [procurement@railbaltica.org](mailto:procurement@railbaltica.org);
  - (b) In aspects concerning subject-matter of procurement: Lauris Ivanovs, telephone +371 2022 2052, e-mail address: [lauris.ivanovs@railbaltica.org](mailto:lauris.ivanovs@railbaltica.org), [procurement@railbaltica.org](mailto:procurement@railbaltica.org).
- 1.10. The procurement commission and the Contractor exchange information in writing in English, by sending documents by post, electronically or by delivering in person.

1.11. The Contractor can request additional information regarding the Regulation. Additional information can be requested in writing, by sending it to the procurement commission by post or by delivering in person to the Contracting authority's legal address or electronically to e-mail address indicated in Clause 1.9. (a) or (b) of Regulation. Additional information must be requested in a timely fashion, so that the procurement commission can give it a reply no later than 4 (four) days prior to the deadline for proposal submission. The procurement commission shall provide additional information within 3 (three) business days from the day of receipt of the request.

1.12. The Contractor covers all expenses, which are related to the preparation of the Proposal and its submission to the Contracting authority. The submitted proposals are not returned to the Tenderer, unless specifically envisaged in the Regulations.

## 2. THE RIGHTS OF THE PROCUREMENT COMMISSION

2.1. The procurement commission has the right to demand at any stage of the procurement 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 such documents or information which is already at its disposal or is available 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. In the course of proposal assessment the procurement commission has the right to demand that the information included in the proposal is clarified.

## 3. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

3.1. The procurement commission ensures the documentation of the process of the procurement procedure.

3.2. The procurement commission ensures free and direct electronic access to the procurement procedure documents at the Internet webpage of the Contracting authority RB Rail AS: <http://www.railbaltica.org/tenders/>.

3.3. If an interested Tenderer has in a timely fashion in writing by post or electronically, or delivering in person, requested additional information about the requirements included in procurement procedure documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the procurement commission provides a response electronically (if the Contractor has requested that the answer be given electronically or if it is impossible to send the response by fax) within 3 (three) business days, but not later than 4 (four) days before the deadline for submitting proposals. Simultaneously with sending this information to the Contractor who had asked the question, the Contracting authority publishes this information on its

Internet webpage <http://www.railbaltica.org/tenders/>, where procurement procedure documents are available, indicating the question asked.

- 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 period 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, procurement 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 in order to prepare and submit such information. If the procurement commission has demanded to clarify or expand upon the submitted documents, but the Tenderer has not done this in accordance with the requirements stipulated by the procurement commission, the procurement commission is under no obligation to repeatedly demand that the information included in these documents be clarified or expanded upon.

## **4. THE RIGHTS AND OBLIGATIONS OF THE TENDERER**

4.1. The rights of the Tenderer:

- 4.1.1. 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;
- 4.1.2. If the Contracting authority gets the necessary information about the Tenderer directly from a competent institution, through data bases or other sources, the Tenderer in question has the right to submit a statement or a different document regarding the corresponding fact, if the information obtained by the Contracting authority does not conform to the factual situation;
- 4.1.3. 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 Administrative court according to the procedure stipulated in the Public Procurement Law and Administrative Procedure Law regarding the Tenderer selection requirements, technical specifications

or other requirements relating to this procurement, or relating to the activities by the Contracting authority or the procurement commission during the procurement procedure.

4.2. The obligations of the Tenderer:

4.2.1. to prepare the Proposal in accordance with the requirements of the Regulations;

4.2.2. to provide true and accurate information about its qualification and the Proposal;

4.2.3. to provide answers to the inquiries of the Commission regarding additional information that is necessary for the selection of the Candidates, within the time limits specified by the Commission;

4.2.4. to cover all costs that are related to the preparation and submission of the Proposal;

4.2.5. until the end of the deadline for submission of the Proposal, to follow the information about the process of the procurement on the Internet webpage of the Contacting authority: <http://www.railbaltica.org/tenders/> taking into account the fact that the Contacting authority ensures free and direct electronic access to all the documents of the procurement.

## 5. SUBJECT-MATTER OF THE PROCUREMENT

5.1. The aim of the procurement is to conduct a study to identify climate hazards and climate change associated risks for the design, construction, maintenance and operations of Rail Baltica railway. Furthermore, the study shall assess pre-designed infrastructure vulnerability and propose feasible adaptation to climate change measures for the railway design, construction and operation phases. For more detailed information please see Annex No 3 "Technical specification".

5.2. Subject matter shall cover entire Rail Baltica project (Latvia, Lithuania, Estonia). The provision of the study will take place in Riga (Latvia).

## 6. TENDERER

6.1. The Proposal can be submitted by:

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

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

(a) a group of Contractors who have formed a partnership for this particular procurement. 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;

(b) 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.

## 7. SELECTION CRITERIA FOR TENDERERS

7.1. **Exclusion grounds.** Non existence of exclusion grounds will be verified only to the Tenderer to whom the rights to enter the procurement agreement would be awarded.

The Contracting authority shall exclude the Tenderer from further participation in the procurement in any of the following circumstances:

No	Requirement	Documents to be submitted <i>(no obligation to submit documents, unless specifically requested by the procurement commission)</i>
1.	<b>Tenderer’s</b> insolvency proceedings have been announced, the <b>Tenderer’s</b> business activities have been suspended, the tenderer is under liquidation.	<ul style="list-style-type: none"> <li>- For a Tenderer which is registered in Latvia, the Contracting Authority shall verify the information itself by using the information system laid down by the Cabinet of Ministers.</li> <li>- For the Tenderer, which is registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence of non existence of such cases of exclusion.</li> </ul>

<p>2.</p>	<p>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.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer which is registered in Latvia, the Contracting Authority shall verify the information itself by using the information system laid down by the Cabinet of Ministers.</li> <li>- For the Tenderer, which is registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence of non existence of such cases of exclusion.</li> </ul>
<p>3.</p>	<p>A person who drafted the procurement procedure documents (Contracting authority's <b>official or</b> 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 tenderers. A person who drafted the procurement procedure documents (Contracting authority's <b>official or</b> employee), procurement commission member or expert is presumed to be related to the tenderer in any of the following cases:</p> <ul style="list-style-type: none"> <li>- If he or she is a current or and ex-employee, official, shareholder, procura holder or member of a Tenderer or a subcontractor which are legal persons and if such relationship with the legal person terminated within the last 24 months;</li> <li>- If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – <b>relative</b>) of a Tenderer's or</li> </ul>	<ul style="list-style-type: none"> <li>- No obligation to submit documents, unless specifically requested by the procurement commission.</li> </ul>

<p>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;</p> <ul style="list-style-type: none"> <li>- or if he or she is a relative of a Tenderer or a subcontractor which is a natural person.</li> </ul> <p>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 <b>official or employee</b>), <b>procurement</b> commission member or expert is related to a member of a partnership in any of the above mentioned ways.</p>	
<p>4. The Tenderer is offshore<sup>1</sup> legal entity or association of persons.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer which is registered in Latvia, the Contracting Authority shall verify the information itself by using the information system laid down by the Cabinet of Ministers or by using publicly available databases;</li> <li>- if the Tenderer is a joint stock company registered in Latvia, Tenderer additionally shall submit self – declaration which approves fact that the Tenderer is not is offshore legal entity or association of persons.</li> <li>- For a Tenderer which is registered outside of Latvia the Tenderer shall submit a copy of a valid registration</li> </ul>

<sup>1</sup> With the assignment of definition "**Offshore**" here and for all references to "**Offshore**" procurement commission understands: 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.

		certificate or a similar document issued by a competent authority, wherefrom at least the fact of registration country of the Tenderer can be determined.
5.	The <b>Tenderer’s</b> specified person on whose capabilities the Tenderer relies to certify its compliance with the qualification requirements set out in the notice of the proposed contract or the Regulation, as well as to the members of the partnership, if the applicant is a partnership, are applicable exclusion grounds set in the requirements mentioned above, that is, Clause 1, 2 or 3 of this table.	- The rules for the document submission are set in the sections 1, 2, 3, if applicable.

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

No	Requirement	Documents to be submitted
1.	The Tenderer or all members of the partnership (if the Tenderer is a partnership) must be registered in the Registry of Enterprises or Registry of Inhabitants, or an equivalent register in their country of residence, if the legislation of the respective country requires registration of natural or legal persons.	<ul style="list-style-type: none"> <li>- For a Tenderer which is a legal person (or a member of a partnership, a person on whose abilities a Tenderer relies) registered in Latvia the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer which is a natural person (or a member of a partnership, a person on whose abilities a Tenderer relies) – a copy of an identification card or passport.</li> <li>- For a Tenderer (or a member of a partnership, a person on whose abilities a Tenderer relies) 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</li> </ul>

No	Requirement	Documents to be submitted
		<p>registration of legal persons in the country of their residence wherefrom at least the fact of registration, shareholders, officials and procurators holders (if any) can be determined.</p> <ul style="list-style-type: none"> <li>- If a proposal is submitted by a partnership, the Proposal shall include an agreement (or letter of intention to enter into agreement) signed by all members on the participation in the procurement, which lists responsibilities of each and every partnership members and a joint commitment to fulfil the procurement contract, 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.</li> <li>- If the Proposal or any other document, including any agreement, is not signed by the legal representative of the Tenderer, members of the partnership, person on whose capabilities the Tenderer relies or sub-contractors, then a document certifying the rights of the persons who have signed the Proposal or any other documents, to represent the Tenderer, a member of the partnership, a person on whose capabilities the Tenderer is relying, or a sub-contractor (powers of attorney, authorization agreements etc.) must be included.</li> </ul>

No	Requirement	Documents to be submitted
2.	The representative of the Tenderer who has signed the proposal documents has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer.	- the document confirming the right of signature (representation) of the representative of the Tenderer who signs the proposal. If the Tenderer submits a power of attorney (original or a copy certified by the Tenderer) there shall be additionally submitted document confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer.

### 7.3. Technical and professional ability

No	Requirement	Documents to be submitted
1.	The Tenderer within the previous 5 (five) years (2013, 2014, 2015, 2016, 2017 and including 2018 until the date of submission of the Proposal) has completed at least 2 (two) studies for climate change impact assessment, including risk and vulnerability assessment and development of adaptation measures. The studies shall contribute to national or European climate change adaptation strategies or have been used to prepare major public infrastructure projects in EU.	- Filled in and signed Annex 6. - The procurement commission shall be entitled to request the Tenderer to submit written references in order to verify the correctness of information provided by the Tenderer set out in the form.

### 7.4. Team of key experts

No	Requirement	Documents to be submitted
1.	The Tenderer should propose a team consisting of the following “key experts”. Experts cannot serve several roles. Only the	

No	Requirement	Documents to be submitted
	<p>role of the project manager and the role of one other key expert can be combined by ensuring that the same person complies with the requirements for both key experts.</p> <p>Professional qualification, experience, <b>education of “non-key experts” will not be</b> evaluated in accordance with requirements stipulated in Section 7.4. of Regulation (no <b>need to submit documents regarding “non key experts” stipulated in this Section</b>). Involvement of “non-key experts” will be evaluated only in accordance with evaluation of the quality of Tenderer’s Technical proposal, if the Tenderer will engage any of “non key experts”.</p>	
2.	<p><b>Project manager</b> who complies with the following minimal requirements:</p> <p><b>Master’s degree (or equivalent) in project management, economics or business administration or environmental sciences or equivalent education</b> (documentation or explanations shall be provided with evidence that the education is equivalent);</p> <p>Within last 5 (five) years (2013, 2014, 2015, 2016, 2017 and including 2018 until the date of proposal submission) has managed at least 1 (one) completed study for climate change impact assessment, including risk and vulnerability assessment and development of adaptation measures.</p>	<ul style="list-style-type: none"> <li>- Filled in and signed Annex 7.</li> <li>- A copy of a diploma proving relevant level of education.</li> </ul>

No	Requirement	Documents to be submitted
	Has at least B2 Level <sup>2</sup> understanding, speaking and writing in English skills.	
3.	<p><b>Climate change expert</b> who complies with the following minimal requirements:</p> <p><b>Master’s degree (or equivalent) in environment protection or environment management or engineering or equivalent education (documentation or explanations shall be provided with evidence that the education is equivalent);</b></p> <p>Has experience in 2 (two) completed assignments related to climate change adaptation strategy development on national or European level, or European significance transport infrastructure<sup>3</sup> project vulnerability assessment to climate change within the last 5 (five) years (2013, 2014, 2015, 2016, 2017 and including year 2018 until the date of proposal submission).</p> <p>Has at least B2 Level<sup>2</sup> understanding, speaking and writing in English skills.</p>	<ul style="list-style-type: none"> <li>- Filled in and signed Annex 7.</li> <li>- A copy of a diploma proving relevant level of education.</li> </ul>
4.	<p><b>Railway design engineer</b> who complies with the following minimal requirements:</p> <p><b>Master’s degree (or equivalent) in Civil Engineering or Railway Engineering or equivalent education (documentation or explanations shall be provided with evidence that the education is equivalent);</b></p>	<ul style="list-style-type: none"> <li>- Filled in and signed Annex 7.</li> <li>- A copy of a diploma proving relevant level of education.</li> </ul>

<sup>2</sup> Here and for all further references regarding “B2 Level”: Based on Common European Framework of Reference for Languages, see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

<sup>3</sup> With European significance public transport infrastructure project contracting authority will understand a transport infrastructure project with capital expenditure of 50 million EUR or more.

No	Requirement	Documents to be submitted
	<p>Has at least 5 (five) years of post graduated professional experience, gained within the last 5 (five) years (2013, 2014, 2015, 2016, 2017 and including year 2018 until the date of proposal submission), in the design of railway line infrastructure.</p> <p>Has at least B2 Level understanding, speaking and writing in English skills.</p>	
5.	<p><b>Economic appraisal expert</b></p> <p><b>Master’s degree (or equivalent) in economics, transport economics or transport planning or equivalent education (documentation or explanations shall be provided with evidence that the education is equivalent);</b></p> <p>Has experience in 2 (two) completed assignments related to climate change adaptation strategy development on national or European level or transport infrastructure project vulnerability assessment to climate change within the last 5 (five) years (2013, 2014, 2015, 2016, 2017 and including year 2018 until the date of proposal submission);</p> <p>Has at least B2 Level understanding, speaking and writing in English skills.</p>	<ul style="list-style-type: none"> <li>- Filled in and signed Annex 7.</li> <li>- A copy of a diploma proving relevant level of education.</li> </ul>

7.5. Notices and other documents, which are issued by Latvian competent institutions, are accepted and recognized by the procurement commission, if they are issued no earlier than 1 (one) month prior to the date of submission of particular notices and documents. 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) month prior to the date of submission of particular notices and documents, if the issuer of the notice or document has not set shorter period of validity.

7.6. 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 a person on whose capabilities the Tenderer relies 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).

## 8. RELIANCE ON THE CAPABILITIES OF OTHER PERSONS

8.1. For the fulfilment of the specific contract, in order to comply with the selection requirements for the Tenderers relating to the technical and professional ability (including regarding the team of key 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 4 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 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 have to be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil the Contract, as well as that during the validity of the Contract the Tenderer will in fact use the resources of such person upon whose capabilities the Tenderer relies.

## 9. SUBCONTRACTING

9.1. The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by filling in the table which is attached as Annex 5.

## 10. FINANCIAL PROPOSAL

10.1. The Financial proposal shall be submitted as part of Annex 1 "**Application**" and Annex 2 "**Detailed Financial proposal**".

10.2. The proposed contract price shall be determined in euro without value added tax (hereinafter – VAT). The proposed contract price cannot exceed 41 000,00 EUR (forty one thousand euro, 00 cents) excluding VAT. In case proposed contract price will exceed 41 000,00 (forty one thousand euro, 00 cents) excluding VAT, Tenderer's proposal will be rejected as non compliant with the requirements stipulated in Regulation.

10.3. 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.

10.4. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the obligations specified in the procurement contract.

10.5. The prices are fixed for all the term of the fulfilment of the procurement contract and are not recalculated, except in cases stipulated in the procurement contract (if any).

## 11. CONTENTS AND FORM OF THE PROPOSAL

11.1. The documents shall be included in the proposal in the following order (hereinafter – Proposal):

11.1.1. **title page with title "Study on climate change impact assessment for the design, construction, maintenance and operation of Rail Baltica railway" No RBR 2018/7", name, address and contact information of the Tenderer;**

11.1.2. the table of contents with page numeration;

11.1.3. application (Financial proposal) in accordance with Annex No. 1;

11.1.4. detailed Financial proposal in accordance with Annex 2.

11.1.5. Information and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers,;

11.1.6. methodology document (Technical proposal) in accordance with Section 11.2. and considering aspects of **"Technical Specification" (Annex No 3), containing the description of at least the aspects indicated in Section 11.2.;**

11.1.7. information and documents relating to entities on whose capabilities the Tenderer is relying in accordance with Annex 4;

11.1.8. information about subcontractors in accordance with Annex 5.

11.2. Tenderers shall submit a methodology document in accordance with this **Clause 11.2 "Technical Proposal" considering aspects of "Technical Specification" (Annex No 3), containing the description of at least** the following aspects:

11.2.1. Description of the organisational aspects, which includes but is not limited to:

- (a) The management and organization of provision of services;
- (b) General approach and methods for the conduct and delivery of the study, including meteorological data collection and climatic data analysis methods;

- (c) **Description of the Tenderer's core team (Personnel** - key experts stipulated in table 7.4.), their work management structure, hierarchy, decision making process and each core team members responsibilities, **ensuring the adequate availability of and access to the Tenderer's** personnel and relevant resources;
- (d) Risk management plan (identification, assessment of risks, risk mitigation plan) for the contract execution;

11.2.2. Description of the contents of services (WP1, WP2, WP3), which includes but is not limited to:

- (e) Preliminary table of contents of the study;
- (f) Implementation plan of the study along with GANTT chart, including timetable of the delivery of Services and deliverables, which is compatible with the one stipulated in the Technical specification.

11.3. 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.

11.4. The Tenderer may submit a Proposal only for the whole subject matter of the procurement in total.

11.5. The Tenderer shall submit a Proposal sewn or bound together, the loose ends of the ribbon fixed so that they cannot be opened without damaging the fixation, upon which the Tenderer must confirm with a signature the number of pages contained in the Proposal.

11.6. The Proposal must be submitted in written form in English. Upon the request from procurement commission (if any) Tenderer will have to submit Proposal documents translated in Latvian in period within 2 (two) weeks.

11.7. The Tenderer shall submit 1 (one) signed Original, 1 (one) Copy and a digital format (USB format files being in MS Office format or PDF format) copy of the Proposal.

11.8. The Proposal may contain original documents or their derivatives (e.g. copies). In the proposal or in reply to a request of the procurement commission the Tenderer shall submit only such original documents which have legal force. In order for the document to gain legal force it has to be issued and formatted in accordance with the Law on Legal Force of Documents, but public documents issued abroad shall be formatted and legalized in accordance with the requirements of the Document Legalization Law. When submitting the Proposal, the Tenderer has the right to certify the correctness of all submitted documents' derivatives and translations with one certification.

11.9. The Tenderer shall submit Proposal in a glued up envelope, on which it shall be indicated: **"Study on climate change impact assessment for the design, construction, maintenance and operation of Rail Baltica railway"** ID No **RBR 2018/7**. **Do not open until 6 July 2018, at 11:00 o'clock**, the address: RB Rail AS, Kr. Valdemara iela 8 - 7, Riga, LV-1010, and the name, address and telephone number of the Tenderer.

## 12. SUBMISSION OF A PROPOSAL

- 12.1. Proposal (documents referred to in the Section 11) shall be submitted personally, by courier or registered mail to the RB Rail AS, Kr. Valdemara iela 8 – 7 (4<sup>th</sup> Floor), Riga, LV-1010, Latvia **until 6 July, 2018 till 11:00 o'clock.**
- 12.2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals. In case of amendments, the Tenderer has to clearly indicate on the Proposal that the Proposal in **amended by indicating: "AMENDMENTS" in addition to the information mentioned in Section 11.9.**
- 12.3. Proposals submitted after the expiry of the deadline for the submission of Proposals shall not be reviewed.

## 13. OPENING OF PROPOSALS

- 13.1. The opening of Proposals takes place during an open meeting of the procurement commission at **11:00 o'clock on 6 July, 2018** at RB Rail AS, K. Valdemara iela 8 – 7 (4<sup>th</sup> Floor), Riga, LV-1010.
- 13.2. The Proposals are opened in order of their submission, by naming the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal.

## 14. VERIFICATION OF PROPOSALS

- 14.1. Following the opening of Proposals, the procurement commission shall proceed with the verification of compliance of proposals received and opened in accordance with the opening procedure. The procurement commission verifies whether Tenderer has submitted all the documents in accordance with Section 11 ("**Contents and form of Proposal**"). Procurement commission, in accordance with Section 7 of Regulation ("**Selection criteria for Tenderers**"), verifies whether Tenderer complies with the selection criteria stipulated in Section 7 of Regulations. Procurement commission selects for further evaluation only the compliant proposals.
- 14.2. The procurement commission verifies whether Tenderer has prepared its Financial proposal in accordance with the requirements stipulated in Section 10 of Regulation.
  - 14.2.1. The procurement commission verifies whether there are any arithmetical errors, whether an abnormally low price proposal has been received, as well as assesses and compares the contract prices proposed.
  - 14.2.2. The procurement commission informs the Tenderer whose mathematical errors have been corrected about the correction of mathematical errors and the corrected financial proposal.
  - 14.2.3. When evaluating the Financial proposal, the procurement commission takes corrections into account.
  - 14.2.4. 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 price Proposal has been submitted.

14.2.5. The procurement commission further evaluates only the compliant Financial proposals which have not been declared as abnormally low price proposals and which complies with the requirements stipulated in Section 10 of Regulation.

14.8. The procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in Clause 11.2. and selects for further evaluation the compliant Technical proposals.

14.9. The procurement commission evaluates proposals in accordance with the contract award criteria as described in Section 15. The Tenderer whose Proposal receives the best score shall be selected as a winner in this procurement.

## 15. CONTRACT AWARD CRITERIA

15.1. The Proposal selection criterion is **the most economically advantageous proposal**, according to the evaluation methodology described in this Section below.

15.2. The economically most advantageous Proposal shall be the Proposal which will receive the highest sum of scores for the following criteria:

	Evaluation criteria:	Points:								
	Quality of the <b>Technical proposal</b> , which will be evaluated in accordance with Section 15.5, consisting of the following main sub-elements: <table border="0" data-bbox="256 1267 1299 1615"> <tr> <td data-bbox="256 1267 1214 1305">Organisation of the work and general methodology</td> <td data-bbox="1214 1267 1299 1305" style="text-align: right;">10</td> </tr> <tr> <td data-bbox="256 1339 1214 1422">Quality of the proposed methodology for Analysis of climate projections, relevant studies and strategies (WP1)</td> <td data-bbox="1214 1339 1299 1422" style="text-align: right;">20</td> </tr> <tr> <td data-bbox="256 1456 1214 1538">Quality of the proposed methodology for the Risk identification and assesment, vulnerability assesment (WP2)</td> <td data-bbox="1214 1456 1299 1538" style="text-align: right;">20</td> </tr> <tr> <td data-bbox="256 1572 1214 1615">Quality of the proposed methodology for the Adaptation option development (WP3)</td> <td data-bbox="1214 1572 1299 1615" style="text-align: right;">10</td> </tr> </table>	Organisation of the work and general methodology	10	Quality of the proposed methodology for Analysis of climate projections, relevant studies and strategies (WP1)	20	Quality of the proposed methodology for the Risk identification and assesment, vulnerability assesment (WP2)	20	Quality of the proposed methodology for the Adaptation option development (WP3)	10	60
Organisation of the work and general methodology	10									
Quality of the proposed methodology for Analysis of climate projections, relevant studies and strategies (WP1)	20									
Quality of the proposed methodology for the Risk identification and assesment, vulnerability assesment (WP2)	20									
Quality of the proposed methodology for the Adaptation option development (WP3)	10									
	<b>Financial Proposal</b> , which will be evaluated in accordance with Section 15.6.	40								
	<b>Total</b>	<b>100</b>								

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

15.4. 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 shall award the right to conclude the contract to the Tenderer which submitted its Proposal first.

15.5. Evaluation of the quality of the Technical proposal

No	Criteria	Points
<b>Organisation of the work and general methodology</b>		
a.1	<p>Outstanding<sup>4</sup> level of detail</p> <p>The Tenderer has produced (above and beyond what has been produced in the Technical specification) a detailed, reasoned, extended description of their thoughts and opinions on the planned service content, the provision of services methods and performance management, quality assurance, service to be performed as part of the job sequence. This is to include the various interrelationships, service results, reports and a preliminary table of contents of the study.</p> <p>The Tenderer has provided a detailed Gantt Chart for the implementation of the Study with milestones and dates of deliverables clearly shown.</p> <p>The technical proposal details the engagement of experts (including non-key experts, if any) and justifies their role in the implementation of the Study. A detailed description of their conformity to each of the categories required and their ability to perform all tasks contained within a role is provided. The Tenderer provides a clear and detailed estimate of the number of working days each expert (including non-key experts, if any) will be engaged and their daily rate as well as description of tasks performed by each expert.</p> <p>The Proposal includes a detailed description of the planned cooperation and communication with Contracting authority, accounting for planned meetings, and potential items to be</p>	10

<sup>4</sup> **Outstanding** here and elsewhere means a detailed and well-structured description comprising features which exceed the required quality and performance set out in the Technical specification, with many, and/or additional to the ones mentioned in the Technical specification, alternatives analysed, options are substantiated including by taking into account the particular tasks of this particular project.

No	Criteria	Points
	included on the agenda. Information will be provided regarding the use of interpreters.	
a.2	<p>Good<sup>5</sup> level of detail</p> <p>The Tenderer has produced (above and beyond what has been produced in the Technical specification) a partly extended description of their thoughts and opinions on the planned service content, the provision of services methods and performance management, quality assurance, service to be performed as part of the job sequence. This is to include the various interrelationships, service results, reports and a preliminary table of contents of the study.</p> <p>The technical proposal details the engagement of experts (including non-key experts, if any) and justifies their role in the implementation of the Study. A detailed description of their conformity to each of the categories required and their ability to perform all tasks contained within a role is provided. The Tenderer provides an estimate of the number of working days each expert (including non-key experts, if any) will be engaged and their daily rate.</p> <p>The Tenderer has provided a Gantt Chart for the implementation of the Study with milestones and dates of deliverables clearly shown.</p> <p>The Proposal includes a detailed description of the planned cooperation and communication with Contracting authority, accounting for planned meetings, and potential items to be included on the agenda. Information will be provided regarding the use of interpreters.</p>	7

<sup>5</sup> **Good** here and elsewhere means a detailed and structured description, which meets the required quality and performance set out in the Technical specification, with some alternatives analysed and choices substantiated including by taking into account the particular tasks of this particular project.

No	Criteria	Points
a.3	<p>Satisfactory<sup>6</sup> level of details</p> <p>The Tenderer has produced (above and beyond what has been produced in the Technical specification), a general description of their thoughts and opinions on the planned service content, the provision of services methods and performance management, quality assurance, service to be performed as part of the job sequence. This is to include the various interrelationships, service results, reports and a preliminary table of contents of the study.</p> <p>Satisfactory level of details</p> <p>The technical proposal details the engagement of experts and justifies their role in the implementation of the Study. A description of their conformity to each of the categories is provided, however it is unclear, as is the evidence that staff will be able to perform all tasks contained within a role. The Tenderer provides an approximate estimate of the number of working days each expert will be engaged and their daily rate.</p> <p>The Tenderer has provided a Gantt Chart for the implementation of the Study with milestones and dates of deliverables clearly shown.</p> <p>The Proposal indicates details of the planned cooperation and communication with RB Rail AS, accounting for planned meeting, and potential items to be included on the agenda. Information will be provided regarding the use of interpreters.</p>	3
a.4	<p>Insufficient<sup>7</sup> level of details</p> <p>The Tenderer has failed to produce additional information as to their understanding of the general requirements of the project.</p>	0

<sup>6</sup> **Satisfactory** here and elsewhere means a description, which generally meets the required quality and performance set out in the Technical specification but with some minor issues negatively deviating from the Technical specification and limited additional analysis or substantiation including by taking into account the particular tasks of this particular project.

<sup>7</sup> **Insufficient** here and elsewhere means a description, which partly meets the required quality and performance set out in the Technical specification in some areas but with some major issues negatively deviating from the Technical specification and very limited or no additional analysis or substantiation including by taking into account the particular tasks of this particular project.

No	Criteria	Points
	<p>The technical proposal fails to detail the engagement of experts and justify their role in the implementation of the Study. A detailed description of their conformity to each of the categories has not been provided and it is unclear if staff will be able to perform all tasks contained within a role. The Tenderer has failed to provide an estimate of the number of working days each expert will be engaged and their daily rate.</p> <p>The Tenderer has provided insufficient detail in the Gantt Chart.</p> <p>There is no clear plan as to how communications with Contracting authority will be carried out.</p>	
<p>Quality of the proposed methodology for Analysis of climate projections, relevant studies and strategies (WP1)</p>		
c.1	<p>Outstanding level of detail</p> <p>The contents of the Technical proposal conform with the Technical Specification, work package WP1 is outlined in the best practice of industry, the description of provision of services provides an idea about the way and means of provision of these services and an outstanding description of the specific tasks of WP1.1, WP1.2 and WP1.3, including a proposal on clear methodology <b>for climate studies in the context of Tenderer’s</b> experience from similar projects in Europe.</p>	20
c.2	<p>Good level of detail</p> <p>The contents of the Technical proposal conform with the Technical Specification, work package WP1 is outlined in the best practice of industry, the description of provision of services provides an idea about the way and means of provision of these services and a good description of the specific tasks of WP1.1, WP1.2 and WP1.3, including a proposal on clear methodology for climate studies <b>in the context of Tenderer’s experience from</b> similar projects in Europe.</p>	14

No	Criteria	Points
	<p>Satisfactory level of details</p> <p>The contents of the Technical proposal conform with the Technical Specification, work package WP1 is outlined in the best practice of industry, the description of provision of services provides an idea about the way and means of provision of these services and a satisfactory description of the specific tasks of WP1.1, WP1.2 and WP1.3, including a proposal on clear methodology for climate studies.</p>	7
c.4	<p>Insufficient level of details</p> <p>The Technical proposal consists of unanswered or significantly inadequate and incomplete solutions to the required specific tasks. A failure to grasp the intended requirements of tasks outlined in the Technical specification. The Technical proposal conforms with the Technical Specification and practice of the industry only partly, the description of provision of services does not provide an idea about the way and means of provision of these services and project in general and an insufficient description of the specific tasks of WP1.1, 1.2 and WP1.3</p>	0
<b>Quality of the proposed methodology for the Risk identification and assesment, vulnerability assesment (WP2)</b>		
d.1	<p>Outstanding level of detail</p> <p>The contents of the Technical proposal conforms with the Technical Specification, work packages WP 2.1, 2.2, 2.3 and 2.4 are outlined in the best practice of industry, the description of provision of services provides an idea about the way and means of provision of these services and an outstanding description of the specific task of WP 2.1, 2.2, 2.3 and 2.4, including detailed description of content and methodology to prepare risk identification and assessment and vulnerability analysis, in the <b>context of Tenderer’s experience from similar projects in Europe.</b></p>	20
d.2	<p>Good level of detail</p>	14

No	Criteria	Points
	<p>The contents of the Technical proposal conforms with the Technical Specification, work packages WP 2.1, 2.2, 2.3 and 2.4 are outlined in the best practice of industry, the description of provision of services provides an idea about the way and means of provision of these services and a good description of the specific task of WP 2.1, 2.2, 2.3 and 2.4, including detailed description of content and methodology to prepare risk identification and assessment and vulnerability analysis,</p>	
d.3	<p>Satisfactory level of details</p> <p>The contents of the Technical proposal conforms with the Technical Specification, work packages WP 2.1, 2.2, 2.3 and 2.4 are outlined in the best practice of industry, the description of provision of services provides an idea about the way and means of provision of these services and a satisfactory description of the specific task of WP 2.1, 2.2, 2.3 and 2.4, including description of content and methodology to prepare risk identification and assessment and vulnerability analysis.</p>	7
d.4	<p>Insufficient level of details</p> <p>The Technical proposal consists of unanswered or significantly inadequate and incomplete solutions to the required specific tasks. A failure to grasp the intended requirements of tasks outlined in the Technical specification. The Technical proposal conforms with the Technical Specification and practice of the industry only partly, the description of provision of services does not provide an idea about the way and means of provision of these services and project in general and an insufficient description of the specific tasks of WP 2.1, 2.2, 2.3 and 2.4.</p>	0
<b>Quality of the proposed methodology for the Adaptation option development (WP3)</b>		
e.1	<p>Outstanding level of detail</p> <p>The contents of the Technical proposal conform with the Technical Specification, work packages WP 3.1 and 3.2 are</p>	10

No	Criteria	Points
	outlined in the best practice of industry, the description of provision of services provides an idea about the way and means of provision of these services and an outstanding description of <b>adaptation option development, in the context of Tenderer’s</b> experience from similar projects in Europe.	
e.2	Good level of detail  The contents of the Technical proposal conform with the Technical Specification, work packages WP 3.1 and 3.2 are outlined in the best practice of industry, the description of provision of services provides an idea about the way and means of provision of these services and a good description of adaptation option development.	7
e.3	Satisfactory level of details  The contents of the Technical proposal conform with the Technical Specification, work packages WP 3.1 and 3.2 are outlined in the best practice of industry, the description of provision of services provides an idea about the way and means of provision of these services and a satisfactory description of adaptation option development.	3
e.4	Insufficient level of details  The Technical proposal consists of unanswered or significantly inadequate and incomplete solutions to the required specific tasks. A failure to grasp the intended requirements of tasks outlined in the Technical specification. The Technical proposal conforms with the Technical Specification and practice of the industry only partly, the description of provision of services does not provide an idea about the way and means of provision of these services and project in general and an insufficient description of the specific tasks of WP 3.1 and 3.2.	0

15.5.1. The procurement commission shall obtain the final score for each Technical proposal in this criterion by summing up all points scored by the procurement commission members for the 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 result shall comprise the points for the Technical proposal for the purposes of Section 15.3.

#### **15.6. Evaluation of the quality of the Financial proposal**

15.6.1. The procurement commission shall award the maximum available points for the Financial proposal to the Financial proposal with the lowest proposed price.

15.6.2. Other Financial proposals shall receive a score in accordance with the following formula:

$$\text{points} = \frac{\text{lowest proposed price from the compliant proposals}}{\text{Tenderer's proposed price}} \times 40$$

### **16. TENDERER'S CHECK PRIOR TO MAKING THE DECISION REGARDING THE CONCLUSION OF THE CONTRACT**

16.1. 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) and persons on whose capabilities the Tenderer is relying.

16.2. 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), 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 in accordance with Article 9, Paragraph 11 of Public Procurement Law of Latvia.

16.3. If the Tenderer fails to submit required evidence about itself before the deadline, the procurement commission excludes the Tenderer from participation in the procurement.

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

17.1. 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 15. The Tenderer whose Proposal shall receive the best score shall be selected.

- 17.2. Within 3 (three) business days from the date of decision about the procurement 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 and insuring free access to the decision made in Internet webpage of the Contracting authority <http://railbaltica.org/tenders/>. The procurement commission announces the name of the chosen Tenderer, indicating:
- 17.2.1. to the rejected Tenderer the reasons for rejecting its Proposal and the reasons for rejecting other Tenderer`s Proposals (if any), all Tenderers proposed contract prices and the characterization of the chosen Proposal and it`s relative advantages;
- 17.2.2. to the Tenderer who has submitted an eligible Proposal, the reasons for rejecting other Tenderer`s Proposals (if any), all Tenderers proposed contract prices and the characterization of the chosen Proposal and it`s relative advantages.
- 17.3. If the public procurement procedure is terminated, the procurement commission within 3 (three) business days simultaneously informs all Tenderers about all the reasons due to which the procurement 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 Administrative court.
- 17.4. 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 procurement would be violated.
- 17.5. The selected Tenderer upon receiving the notification about the procurement results must:
- 17.5.1. within 5 (five) business days submit cooperation or partnership agreement if required pursuant to requirements under Section 6.1.2;
- 17.5.2. within 10 (ten) business days to sign the procurement contract.
- 17.6. The procurement **contract is concluded on the basis of the Tenderer`s Proposal** and in accordance with requirements stipulated in Regulation and in accordance with order stipulated in Article 9 of Public Procurement Law of Latvia.
- 17.7. The procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulation:
- 17.7.1. refuses to conclude a partnership contract in the cases and deadlines defined by the Regulation, or in the cases and deadlines defined by the Regulation does not submit a copy of the partnership contract or does not inform of the founding of a partnership Contracting authority;

- 17.7.2. refuses to conclude the procurement contract in deadlines set in Regulation or does not submit a signed procurement contract.
- 17.8. In such a case the procurement commission is entitled to terminate this procurement 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.
- 17.9. 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 procurement without selecting any Proposal. If the next chosen Tenderer also refuses to conclude the procurement 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 procurement without selecting any Proposal.
- 17.10. Tenderer may submit an application regarding the violations of the public procurement procedure to the Administrative court, in accordance with conditions stipulated in Paragraph 23, Article 9 of Public Procurement Law of Republic of Latvia.

## **18. ANNEXES:**

1. Application form on 2 (two) pages;
2. Detailed Financial proposal form on 1 (one) page;
3. Technical Specification on 8 (eight) pages;
4. Table "Entities on whose capabilities the Tenderer relies" on 1 (one) page;
5. Table "Subcontractors" on 1 (one) page;
6. Table "Experience of Tenderer" on 1 (one) page;
7. Table "Experience of Key expert" on 2 (two) pages.

## ANNEX NO 1: APPLICATION

[form of the Tenderer's company]

2018.\_\_\_\_.\_\_\_\_

No \_\_\_\_\_

**APPLICATION FOR PARTICIPATION IN THE PROCUREMENT  
"STUDY ON CLIMATE CHANGE IMPACT ASSESSMENT FOR THE DESIGN, CONSTRUCTION,  
MAINTENANCE AND OPERATION OF RAIL BALTICA RAILWAY", NO RBR 2018/7**

---

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: name, surname, position

---

1. Confirms participation in the procurement "Study on climate change impact assessment for the design, construction, maintenance and operation of Rail Baltica railway" **No** RBR 2018/7.
2. Proposes to deliver services in accordance with the Technical specification and this Proposal for the following price (excluding VAT):

\_\_\_\_\_ EUR (\_\_\_\_\_ *euro*, \_\_\_\_\_ cents)

3. (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
[•]	
[•]	

4. 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.
5. Guarantees that all information and documents provided are true.

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

- a small                       medium                       other

sized enterprise<sup>8</sup> as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.<sup>9</sup>

\_\_\_\_\_  
 Date: [*date of signing*]  
 Name: [*name of the representative of the Tenderer*]  
 Position: [*position of the representative of the Tenderer*]

<sup>8</sup> 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.

<sup>9</sup> 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](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

[form of the Tenderer's company]

No.	Position	Name	Hourly rate (excl. VAT), EUR	No of hours	Total fee (excl. VAT), EUR
<b>1. Inception report</b>					
Proposed experts:					
1	Project manager				
2	Climate Change expert				
3	Railway design engineer				
4	Economic appraisal expert				
Other experts (indicate all other experts which will be involved in the execution of the Contract, if any)					
4					
5					
6					
...					
<b>2. Interim report</b>					
Proposed experts:					
1	Project manager				
2	Climate Change expert				
3	Railway design engineer				
4	Economic appraisal expert				
Other experts (indicate all other experts which will be involved in the execution of the Contract, if any)					
4					
5					
6					
...					
<b>3. Draft Final report</b>					
Proposed experts:					
1	Project manager				
2	Climate Change expert				
3	Railway design engineer				
4	Economic appraisal expert				
Other experts (indicate all other experts which will be involved in the execution of the Contract, if any)					
4					
5					
6					
...					
<b>4. Final report</b>					
Proposed experts:					
1	Project manager				
2	Climate Change expert				
3	Railway design engineer				

No.	Position	Name	Hourly rate (excl. VAT), EUR	No of hours	Total fee (excl. VAT), EUR
4	Economic appraisal expert				
Other experts (indicate all other experts which will be involved in the execution of the Contract, if any)					
4					
5					
6					
...					
Other costs					
...					
Total fee (excl. VAT)					

Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

## ANNEX NO 3: TECHNICAL SPECIFICATION

### TECHNICAL SPECIFICATION

### FOR PROCUREMENT

### "STUDY ON CLIMATE CHANGE IMPACT ASSESSMENT FOR THE DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION OF RAIL BALTICA RAILWAY"

## TABLE OF CONTENTS

### 1. GENERAL

- 1.1. Study on climate change impact assessment for the design, construction, maintenance and operation of Rail Baltica railway (hereinafter – the Study) is aimed to identify climate change associated risks for the design, construction, maintenance and operations of Rail Baltica railway. Furthermore, the study shall assess pre-designed infrastructure vulnerability and propose feasible climate change adaptation measures for the railway design, construction and operation phases.
- 1.2. Aim of the Study is to help manage the additional risks arising from climate change, consider how Rail Baltica project is vulnerable to climate variability and change, assess current and future climate risks to the success of the project, identify and appraise relevant and cost-effective adaptation options to build climate resilience, and integrate adaptation measures (resilience measures) into Rail Baltica project lifecycle.
- 1.3. The key objective in the face of uncertainty is therefore to define and implement design changes (adaptation options) which both provide a benefit in the current climate as well as resilience to the range of potential future climate change effects.
- 1.4. The study outcomes are not intended to override, nor define, the design standards that project developers should be working to, and they are not a substitute for detailed design at the project level. Project design should always be undertaken in accordance with Rail Baltica Design Guidelines, national requirements and/or professional codes of practice as appropriate. However, in cases where national requirements or design codes do not yet incorporate consideration of climate change, these study outcomes may help to improve risk management still further.

### 2. SCOPE OF THE STUDY: GENERAL REQUIREMENTS

- 2.1. The following minimal list of the most important climate variables shall be considered for the Study:
  - a. extreme (air) temperature (frequency and magnitude) and extreme heat, frost waves,
  - b. rainfall (monthly average and annual average values),
  - c. extreme rainfall (frequency and magnitude, as example maximum daily precipitation, maximum monthly precipitation, frequency and duration of such situations),
  - d. snowfall (monthly average and annual average values, snow coverage duration),
  - e. extreme snowfall (frequency and magnitude, as example maximum daily precipitation, maximum monthly precipitation, frequency and duration of such situations),
  - f. maximum wind speed (wind direction, frequency and magnitude),
  - g. humidity (frequency and magnitude),
  - h. frost penetration depth of soil (average duration, average and maximum frost penetration depth),
  - i. dew (frequency and magnitude)
  - j. thunder (frequency and magnitude),
  - k. other variables recommended by the Contractor.

2.2. The following minimal list of the most important climate-related hazards shall be considered for the Study:

- a. sea level rise,
- b. sea water temperature change,
- c. seawater ice coverage duration,
- d. storm frequency and intensity,
- e. flood frequency and intensity,
- f. wild fire,
- g. draught and glazed frost,
- h. freezing rain,
- i. fluvial flooding,
- j. fog,
- k. storms (frequency and intensity),
- l. hail and snow storm (frequency and intensity),
- m. solar radiation,
- n. coastal erosion
- o. frost penetration depth of soil,
- p. ground instability/landslides,
- q. urban heat island effect (intensity)
- r. vegetation season length,
- s. other hazards recommended by the Contractor.

2.3. Climate change assessment shall consider impacts at least on following risk areas:

- a. railway service availability,
- b. asset damage – asset deterioration and reduced life of an asset,
- c. infrastructure and operations reliability,
- d. operations safety,
- e. variance in OPEX and the need for additional CAPEX,
- f. railway business operations, including loss of income,
- g. increased risks of environmental damage and litigation,
- h. reputation damage,
- i. changes in market demand for goods and services,
- j. increased insurance costs or lack of insurance availability.

Appropriate (quantitative) assessment criteria shall be developed.

2.4. Design Guidelines respective parts change or update proposals within the scope of this service shall be assessed against the following criteria (non-exhaustive list):

- a. additional cost of adaptation measures (preventive vs. corrective measures), e.g. cost of non-implementation of specific requirements or measures to improve resilience to climate change,
- b. delays and additional cost due to the repair of environmental damages during the works or delayed start of railway operations,
- c. non-compliances to environmental requirements causing legal risks.

2.5. The following Rail Baltica assets and processes shall be considered for the Study:

- a. On-site assets and processes,
- b. Inputs (water, energy, others),
- c. Outputs (products, markets, customer demand),
- d. Transport links,
- e. Project types: rail bridge, rail viaduct / estacade, railway track in cut or on embankment, overhead catenary system, signalling system, traction power supply system, access roads, station terminals, road viaducts over railway, noise barriers, etc.

2.6. The Study shall cover full asset lifetime as defined by Design Guidelines.

2.7. Geographical area to cover:

- a. Estonia, Latvia and Lithuania for high level data and outputs,
- b. Rail Baltica railway corridor area in Estonia, Latvia and Lithuania for detailed data and outputs. As corridor is considered a space of approx. 20km to each side of railway axis. The Contractor may revise the definition of corridor area at the inception phase of the study if duly justified.

### 3. REFERENCE MATERIAL

The following guidelines, studies and plans / strategies is recommended to be used for the study (the Contractor shall provide reasoning for this):

- a. EU and national Climate Change related studies and strategies,
- b. Relevant river basin management plans,
- c. Relevant climatic and hydrological data on the study area,
- d. EIA, spatial planning and technical studies on Rail Baltica alignment in Estonia, Latvia and Lithuania,
- e. National design values of climatic data.

### 4. SCOPE OF THE STUDY: SPECIFIC REQUIREMENTS

WP	Title	Scope
WP 1	Analysis of climate projections, relevant studies and strategies	<p>WP1.1 Meteorological study on key meteorological indicators relevant for railway infrastructure design, construction, maintenance and operation. The following shall be covered within the scope:</p> <ol style="list-style-type: none"> <li>a. Identify key meteorological indicators relevant for railway infrastructure design, construction, maintenance and operation in Rail Baltica railway corridor,</li> <li>b. Collect available historical data of those indicators, including those relevant data in possession of national road, railway, aviation infrastructure management authorities,</li> <li>c. Collect available climatic projections of those indicators,</li> <li>d. Collect publicly available information and other necessary data,</li> <li>e. Define what are relevant extreme climatic variables and hazards and analyse their frequency in past 10-20 years.</li> </ol> <p>WP 1.2 Overview and analysis of climatic projections in the region. The region is considered to be Baltic Sea Region:</p> <ol style="list-style-type: none"> <li>1. Climatic projections shall contain high-level data – observed values and projections relevant to identified key meteorological indicators,</li> </ol>

		<ol style="list-style-type: none"> <li>2. Provide comprehensive data tables and schematic maps of these data both observed and future. Provide shematic maps for the geographical area of the study. Schematic map layout to be agreed with Contracting Authority,</li> <li>3. Provide key conclusions as to projected climate change.</li> </ol> <p>WP 1.3 Analysis and benchmarking of strategies and studies with relevance to climate change adaptation in railways in EU and in particular in the Baltic Sea Region.</p>
WP 2	Risk Identification and assesment, vulnerability assesment	<p>WP 2.1 Identification of climate hazards and variables</p> <ol style="list-style-type: none"> <li>a. Contractor shall identify relevant climate variables and secondary effects / climate-related hazards. It is likely that not all the climate statistics and projections of relevance will be available, thus the <b>Contractor may provide justified expert’s guess based assumptions</b>,</li> <li>b. Contractor shall analyze and present how changing climate variables and hazards can affect choice of technology options and identify those which are resilient to current climate variability as well as the range of potential climate futures over their lifetimes,</li> <li>c. Contractor shall assess sensitivity of Rail Baltica assets and processes to climate variables.</li> </ol> <p>WP 2.2 Assessing the exposure to climate hazards: observed and future climate.</p> <ol style="list-style-type: none"> <li>a. The contractor shall assess Rail Baltica assets and processes exposure to observed and future climate periods, define exposure areas. Exposure data should be gathered for climate variables and related hazards to which assets have high or medium sensitivity.</li> <li>b. Contractor shall provide comprehensive schematic maps of assets having high or medium sensitivity to both observed and future climate. Provide shematic maps for the geographical area of the study. Schematic map layout to be agreed with Contracting Authority.</li> </ol> <p>WP 2.3 Vulnerability assessment of the pre-designed infrastructure</p> <ol style="list-style-type: none"> <li>a. Contractor shall perform further analysis of critical design thresholds most sensitive to climate, e.g.analyse climate risks and test robustness of critical design components to a range of climate futures.</li> <li>b. Vulnerability assessment observed and future climate. for each climate variable/ hazard which could impact the project.</li> </ol> <p>WP 2.4 Production of Risk assesment</p> <ol style="list-style-type: none"> <li>a. The risk assesment of analysing climate hazards and their impacts shall provide basis for Clients future decision-making. The risk assesment process shall work through assesment the likelihoods and severities of the impacts associated with the hazards identified and assesment the significance of the risk to the success of the Rail Baltica Global project delivery. The risk analysis shall build upon the vulnerability analysis and focusing on identifying risks and opportunities associated with the medium and high vulnerabilities.</li> <li>b. Risk assesment shall provide comprehensive understanding of cause-effect chains linking climate hazards to the performance of the project across technical, environmental, social and financial</li> </ol>

		<p>dimensions, as well as the interactions between factors to be considered.</p> <p>c. Contractor shall prepare and facilitate a risk identification and assessment workshop to identify how climate-related risks could affect the performance of the project and its options. Climate-related thresholds shall be defined quantitatively, the Contractor shall provide input information and finalize it after the workshop. Risk probability and impact (consequences) have to be assessed. The outcomes of the workshop shall be put into risk register and visualized in risk matrix</p> <p>d. To complete risk assessment task, the Contractor has to develop a comprehensive assessment of magnitude of each risk, first developing typical magnitude of consequences values for various risk areas.</p>
WP 3	Adaptation option development	<p>WP 3.1 Identification of and proposal for the climate change adaptation measures to be implemented in the design, construction and operation phases of Rail Baltica</p> <p>WP 3.2 Adaptation measures feasibility assessment and roadmap for implementation:</p> <p>a. The focus of adaptation measures feasibility assessment shall be reduction of climate change impacts on operational, environmental and social performance of Rail Baltica.</p> <p>b. The assessment criteria shall respond to all risk areas as per 2.3.</p> <p>c. Considerations of adaptation measure timing shall be provided, covering at least proposals on when to invest in adaptation measure (now along with delivering Rail Baltica or later during the project life-cycle / assets life-cycle or post the projects lyfe-cycle).</p> <p>1. The roadmap of adaptation measures implementation - Rail Baltica climate change adaptation action plan shall cover at least: Define adaptation measures for design, construction and operations and maintenance phases of the project,</p> <p>2. Provide timeline, cost and responsible authority for the implementation of the adaptation measures,</p> <p>3. Review and analyse Design Guidelines relevant parts and provide justified proposal of the design criteria to be changed,</p> <p>4. Review Design Guidelines part “Adaptation to Climate Change” (RBDG-MAN-029) and propose update in line with the findings of this Study,</p> <p>5. Develop proposals, if needed for further in-depth studies to develop on most critical risks.</p>

## 5. DELIVERABLES AND DEADLINES

5.1. The Contractor shall provide the following deliverables within specified deadlines:

No.	Deliverable	Scope	Deadline
1	Inception Report	<ol style="list-style-type: none"> <li>1. Update of methodology and organization</li> <li>2. Climate related data and projection availability analysis. Contractor shall assess during the inception phase and present in the inception report. The contractor shall provide the methodology to substitute missing data (both historical and projections). Data shall be sourced from public databases. If some data are available fee-based, Contractor shall prepare and present the needed datasets and their costs at inception phase and Contracting Authority will take care on data acquisition.</li> <li>3. Risk register, risk matrix, assessment of magnitude of risk consequences table</li> </ol>	CD* + 4 weeks
2	Interim Report	Climatic projections analysis, risk and vulnerability assessment, adaptation measures long-list and initial assessment.	CD* + 12 weeks
3	Draft Final Report	Draft Final Report	CD* + 12 weeks
4	Final Report	Full scope of the Study	CD* + 16 weeks
5	Final report presentation workshop	Presentation of Study outcomes with focus on proposed adaptation measures and proposals to update Design Guidelines	CD* + 18 weeks
6	Re-submission of final report	Re-submission as per Contracting Authority comments	CD* + 20 weeks

5.2. Time schedule

Deliverables/Reports	No. of copies	Submission schedule	Approval through Contracting Authority
Inception Report	2 hard copies, 1 soft copy	CD* + 4 weeks	2 weeks after reception
Interim Report	2 hard copies, 1 soft copy	CD* + 12 weeks	2 weeks after reception
Draft final report	2 hard copies, 1 soft copy	CD* + 12 weeks	2 weeks after reception
Final Report	2 hard copies, 1 soft copy	CD* + 16 weeks	2 weeks after reception
Final report presentation workshop	2 hard copies, 1 soft copy	CD* + 18 weeks	2 weeks after reception
Re-submission of Final Report	4 hard copies, 1 soft copy	CD* + 20 weeks	2 weeks after reception

(\* CD: commencement date of the procurement Agreement (contract))

### 5.3. Payment schedule and main conditions of the Procurement Agreement

5.3.1. Service Fee in the amount of EUR ([amount] euro and [amount] cents); and value added tax (VAT) at the prevailing rate (\* currently [●]%) amounting to EUR ([amount] euro and [amount] cents). Schedule of payment of Fee After delivery of the following Deliverables and signing of the Provisional Acceptance Note and/or Final Acceptance Note the Contracting authority (also – Principal) shall pay following amount of the Fee:

Deliverable	Payment amount
Interim Report	30%
Final Report	30%
Re-submitted Final Report	40%

5.3.2. Payments will be made within 30 (thirty) Days after the date of issue of the invoice.

5.3.3. Contractual Penalty: In the event of failure by the Contractor to meet any Study Milestone and/or supply any Deliverable, the Contractor shall be liable to pay to the Principal a penalty of zero point one percent (0.1%) of the amount of the total Fee payable under Procurement Agreement with respect to the relevant Study period for each day of delay with meeting any of the Study Milestones and/or supplying any of the Deliverables however, that the total amount of penalty payable by the Contractor under this Clause for the relevant works, shall not exceed ten percent (10%) of the total amount of the Fee payable in consideration of such works. In the event of failure by the Principal to pay any amount the Principal shall be liable to pay the Contractor (Fee) a penalty of zero point one percent (0.1%) of the amount of the amount invoiced for each day of delay with meeting the payment obligation; provided, however, that the total amount of penalty payable by the Principal under this Clause shall not exceed ten percent (10%) of the total amount remaining unpaid under the relevant invoice.

5.3.4. **Principal's Right to Terminate Immediately:** The Principal may terminate Procurement Agreement immediately upon giving the other Party a written notice of termination explaining, in reasonable detail, the reason for termination, if CEF Co-financing for further financing of the Study are not available to the Principal. In such a case, the Principal shall pay the Contractor the fees in respect of the Study provided under this Agreement up to the date of the notification of the termination of this Agreement and the Principal is not obliged to pay contractual or any other penalty or damages to the Contractor.

#### ANNEX NO 4: ENTITIES ON WHOSE CAPABILITIES THE TENDERER RELIES

No	Name	Description of the capabilities Tenderer relies <u>to certify its compliance with the qualification requirements</u>
1		
2		
n+1		

\_\_\_\_\_  
 Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

## ANNEX NO 5: SUBCONTRACTORS

No	Name of the sub-contractor	Description of the sub-contracted task	Sub-contracted tasks Amount, EUR (without VAT)	% from the proposed price
1				
2				
n+1				
			<b>Total:</b>	

\_\_\_\_\_  
 Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

## ANNEX NO 6: EXPERIENCE OF TENDERER

No	Name and exact description of the services/project characterizing the required experience stipulated in Clause 1., Section 7.3.	Date of commencement and completion of services (month/year – month/year)	Contracting authority	Contact information for references
1.				
2.				
n+1				

\_\_\_\_\_  
 Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

## ANNEX NO 7: EXPERIENCE OF KEY EXPERT

No	Expert’s role in team (in accordance with Section 7.4., Clause 2-5)			Name, Surname
1.	Education (Educational institution)	Period of studies (month/year – month/year)		Obtained degree (-s)
1.1.				
...				
	Professional experience:			
2.	Name of the project/contract Employer/Contracting authority, Contact information for references	Time period for the respective experience (date of commencement and completion of services: month/year - month/year)	Exact description of the experience/responsibilities to comply with the requirements set in Clause 2. – 5., Section 7.4. for the respective expert	Exact description of the project/contract (e.g.scope, level of the project, study, assignment, capital expenditure, countries involved in project, etc.)
2.1.				
2.2.				
n+1				

**English language skills<sup>10</sup>** (with respective criteria in Section 7.4. every key expert is expected to have 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	
<i>Enter level...</i>				

<sup>10</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

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

I confirm that I have consented that my candidature is proposed in the procurement "Study on climate change impact assessment for the design, construction, maintenance and operation of Rail Baltica railway", No. RBR 2018/7. I confirm that in case the Tenderer [.....*name of the tenderer or members of the partnership*] will conclude the contract as the result of the procurement, I will participate in the execution of the contract.

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Date: [date of signing]

Name: [name of the expert]