

AGREEMENT

# Engineering services for preparation, procurement and supervision of Rail Baltica energy subsystem deployment

Riga

Agreement registration No	1.19/LV-2021-13
Procurement identification No	RBR 2020/10



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

2021



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

## FORM OF AGREEMENT

In Riga, Latvia, 2021

This agreement is made between:

(1) A partnership consisting of:

- **ITALFERR S.p.A.**, a company with a sole shareholder subject to direction and coordination of Ferrovie dello Stato Italiane S.p.A., a company organised under the laws of Italy, registration No. 06770620588, fiscal code 06770620588, registered in the Register of Companies of Rome (Italy) n. 541241, VAT 0161290100 with registered office in Rome (Italy) Via Vito Giuseppe Galati, 71
- **IDOM Consulting, Engineering, Architecture, S.A.U.**, a company registered and existing under the laws of Spain, inscribed in the Mercantile Registry of Vizcaya, Registration 1, Sheet 15.374, Page 45, Volume 2.144, tax registration No. A48283964, having its registered office at Zarandoa 23, 48015 Bilbao, Spain
- **DB Engineering & Consulting GmbH**, a company registered and existing under the laws of Germany, registration No. 56655, Berlin, tax registration No. DE 114 139 523, having its registered office at EUREF Campus 14, Torgauer Str. 12-15, 10829 Berlin, Germany

(hereinafter called “the **Consultant**”) represented by the Leader of the Joint Venture DB Engineering & Consulting GmbH, in Latvia: **DB ENGINEERING & CONSULTING GMBH PASTĀVĪGĀ PĀRSTĀVNIECĪBA LATVIJĀ**, registration No. 90012422987, Tax registration No. LV90012422987, having its registered address Strēlnieku iela 1–4, Rīga, LV-1010, Latvia, represented by Burhan Erkan, Director Baltics DB Engineering & Consulting GmbH, acting in accordance with Clause 3 of the Agreement Regarding the establishment and operations of an unincorporated Joint Venture consisting of DB Engineering & Consulting GmbH, IDOM Consulting, Engineering, Architecture, S.A.U and Italferr S.p.A with respect to the implementation of the project “Engineering services for preparation, procurement and supervision of Rail Baltica energy subsystem deployment (RBR 2020/10)” for design, supervision and PMO services in the Rail Baltica Global Project (hereafter “Project”) signed on 15 April 2021.

and

- (2) **RB Rail AS**, reg. No. 40103845025, having its registered address at Krišjāņa Valdemāra iela 8 - 7, Riga, LV-1010 (hereinafter called “the **Client**”) represented by RB Rail AS Member of the Management Board Marc Philippe El Beze acting in accordance with the Regulations on Representation Rights approved by RB Rail AS Management Board on 20 July 2020, decision No. 2/37/2020,

hereinafter in the present Agreement jointly referred to as “the Parties”, and each individually as “the Party”

whereas:

- (1) This Agreement is entered into under the Global Project which includes all activities undertaken by the respective beneficiaries and implementing bodies of the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania in order to build, render operational and commercialise the Rail Baltica railway – a new fast conventional double track electrified railway line European standard gauge (1435mm) on the route from Tallinn through Pärnu-Riga-Panevėžys-Kaunas to Lithuanian-Polish border, with the connection of Kaunas – Vilnius, and related railway infrastructure in accordance with the agreed route, technical parameters and time schedule;
- (2) The Client has organised procurement procedure “Engineering services for preparation, procurement and supervision of Rail Baltica energy subsystem deployment (identification No RBR 2020/10)” in which the Consultant’s proposal was selected as the winning bid in accordance with procurement procedure regulations and its annexes;
- (3) In accordance with the Consultant’s Tender the Consultant offered to carry out, perform and complete the Services after reviewing the Agreement’s conditions, and all documents attached thereto, in accordance with the law and execution of Project and Works;
- (4) For carrying out the Services, the Client undertakes to pay the Consultant the Remuneration pursuant to the procedure specified in the Agreement and assumes any other financial obligations and claims that may arise pursuant to the Agreement and precisely in accordance with the Agreement conditions;
- (5) This Agreement is co-financed from the Connecting Europe Facility (CEF).

the Client and the Consultant agree as follows:

1. In the Agreement words and expressions shall have the same meanings as are respectively assigned to them in Clause 1.1 of the Client/Consultant Model Services Agreement.
2. The following documents shall be deemed to form and be read and construed as part of the Agreement and shall be given the order of precedence as below:
  - (a) this Form of Agreement (this document);
  - (b) the Particular Conditions of the Agreement;
  - (c) the General Conditions of the Agreement;
  - (d) Appendix 1 [*Scope of Services*];
  - (e) Appendix 2 [*Form of the Notice to Commence*];
  - (f) Appendix 3 [*Remuneration and Payment, and Payment Forms*];
  - (g) Appendix 4 [*Agreement Administration Forms*];
  - (h) Appendix 5 [*Rules of Adjudication*];
  - (i) Appendix 6 [*Procurement Documents*];
  - (j) Appendix 7 [*Site Security and Security Clearance requirements*];
  - (k) Appendix 8 [*Checks and Audits*];
  - (l) Appendix 9 [*Form of the Performance Security*];
  - (m) Appendix 10 [*Supplier’s Declaration*].
3. These documents form an integral unit, and each document is considered part of the Agreement so that the above-mentioned documents shall explain and supplement each other.
4. In the event of a conflict among the provisions of the Agreement documents, the documents mentioned first in the listing given in Paragraph 2 shall prevail over subsequent documents.

5. The Agreement documentation constitute the entire agreement between the Parties as it is stated in the Particular Conditions of the Agreement. It substitutes all prior negotiations and drafts of the Parties with regards to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly cancelled, and there are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose.
6. In case if the numbering order or definitions of the Appendices in the Particular Conditions vary from the numbering order or definitions of the General Conditions, the Particular Conditions shall prevail.
7. In consideration of the payments to be made by the Client to the Consultant under the Agreement, the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.
8. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.
9. The Agreement Price for performance of all Services under the Agreement is EUR 23 224 466,04 (excluding VAT), which consists of the following:
  - a. **Preparatory phase** (Phase I services) – **EUR 1 131 040,86 (excluding VAT)**;
  - b. **Works implementation phase** (Phase II services) – **EUR 22 093 425,18 (excluding VAT)**.
10. Representative's responsible for the Agreement administration and management:

	<b>CLIENT'S REPRESENTATIVE</b>	<b>CONSULTANT'S REPRESENTATIVE</b>
<b>Name, surname</b>		
<b>Address</b>	Krišjāņa Valdemāra iela 8-7, Rīga, Latvia, LV-1010	Audēju iela 15, LV-1050 Rīga
<b>Phone number</b>		
<b>Email</b>		

11. The date of this Form of Agreement is the date of the last secure electronic signature added and the time stamp.

#### **SIGNATURES OF THE PARTIES**

##### **On behalf of the Client:**

Name Surname: Marc Philippe El Beze  
 Position: Member of the Management Board  
 RB Rail AS

##### **On behalf of the Consultant:**

Name Surname: Burhan Erkan  
 Position: Director Baltics  
 DB Engineering & Consulting GmbH

THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH A SAFE ELECTRONIC SIGNATURE  
 AND CONTAINS A TIME STAMP