

OPEN COMPETITION

"EXPERT SERVICES"

REGULATION

(IDENTIFICATION No RBR 2017/10)



Co-financed by the European Union
Connecting Europe Facility

Riga, 2017

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1. GENERAL INFORMATION

- 1.1. The identification number of this open competition is RBR 2017/10.
- 1.2. The applicable CPV codes are: 71000000-8
- 1.3. The Contracting authority is joint stock company „RB Rail AS”, legal address: Krišjāņa Valdemāra iela 8-7, Rīga LV-1010, Latvia (hereinafter – **Contracting authority**).
- 1.4. The open competition is co-financed by the Latvian state and Connecting Europe Facility (CEF).
- 1.5. This open competition is organised in accordance with the Public Procurement Law of Latvia in effect on the date of publishing the contract notice.
- 1.6. The open competition regulation and all its annexes are available at the Contracting authority's Internet webpage <http://railbaltica.org/en/procurements>.
- 1.7. The amendments to the open competition regulation and answers to suppliers' questions shall be published on the Contracting authority's Internet webpage <http://railbaltica.org/en/procurements>. It is the supplier's responsibility to constantly follow the information published on the webpage and to incorporate it in its proposal.
- 1.8. Contracting authority's Contact persons for this open competition:
 - 1.8.1. In administrative aspects of the open competition: Procurement Manager Aigars Kivliņš, telephone +371 27167687, e-mail address: aigars.kivlins@railbaltica.org, Lead Procurement Specialist Mārtiņš Blaus, telephone: +371 28118533, e-mail address: martins.blaus@railbaltica.org;
 - 1.8.2. In aspects concerning the subject matter of open competition: Project expert, Antanas Šnirpūnas, telephone +370 69 330 456, e-mail address: antanas.snirpunas@railbaltica.org.
- 1.9. The procurement commission and the supplier exchange information in writing in English, by sending documents by post, or electronically, or by delivering in person.
- 1.10. The supplier can request additional information regarding the Regulation. Additional information can be requested in writing, by sending it to the procurement commission by post, or electronically, or delivering in person. Additional information must be requested in a timely fashion, so that the procurement commission can give it a reply no later than 6 (six) days prior to the deadline for proposal submission. The procurement commission shall provide additional information within 5 (five) business days from the day of receipt of the request.
- 1.11. The supplier 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. SUBJECT-MATTER OF THE OPEN COMPETITION

- 2.1. Through the open competition Contracting authority intends to establish a list of experts (natural persons) having required qualification and experience in a particular Field of expertise (hereinafter - Pool of experts) who could be called on-demand basis to provide independent professional expert services throughout the implementation of Rail Baltica project.

3. PROCESS

- 3.1. Contracting authority intends to launch Pool of experts through the implementation of the following steps of the procurement process:

- 3.1.1. Publication of open competition "Expert Services" where expert service providers are invited to submit proposals for the fields of expertise of their experts (hereinafter - Field of expertise) as specified in the Terms of Reference (Annex No. 3);
- 3.1.2. Tenderers submit their proposals with the list of experts for Fields of their expertise as specified in the Terms of Reference. Tenderer can propose experts for any number of Fields of expertise, however Tenderer can propose only one expert (natural person) for each Field of expertise;
- 3.1.3. Selection of experts for each Field of expertise from Tenderers' proposals who meets minimal qualification requirements dedicated for the corresponding Field of expertise;
- 3.1.4. Evaluation and ranking of every selected expert according to his/her experience and proposed hourly rate;
- 3.1.5. From 2 (two) to 3 (three) experts with the highest scores after evaluation shall be selected for each field of expertise (if sufficient number of qualified experts will be proposed);
- 3.1.6. Conclusion of Framework agreement with the tenderers to whom the rights to enter into agreement are awarded (whose experts of the particular Field of expertise received highest scores after evaluation and were include in the Pool of experts).
- 3.2. For the provision of expert services, Contracting authority shall appoint the experts, included in the Pool of experts, with the assignments through the direct award or by conducting a mini-competition:
 - 3.2.1. In case of direct award, Contracting authority shall invite one Tenderer, whose expert received the highest score in a particular Field of expertise, to implement an assignment by sending an Assignment order (as specified in Draft Framework agreement - Annex No. 4);
 - 3.2.2. In case of mini-competition, Contracting authority shall invite (by sending an Assignment order as specified in Draft Framework agreement - Annex No. 4) all Tenderers whose experts are included in the same Field of expertise to participate in a mini-competition and provide proposals for the implementation of a particular assignment. The most economically advantageous proposal shall be selected to implement an assignment;
 - 3.2.3. The selection between the direct award or conduction of mini-competition shall remain within the discretion of Contracting authority considering the specifics and urgency of a particular assignment to be implemented.

4. TENDERER

- 4.1. The proposal can be submitted by:
 - 4.1.1. A supplier, who is a legal or natural person (hereinafter – Tenderer) and who complies with the selection criteria for tenderers;
 - 4.1.2. A group of suppliers (hereinafter also – Tenderer, partnership) which complies with the selection criteria for tenderers:
 - (a) A group of suppliers who have formed a partnership for this particular open competition. In this case all the members of the partnership shall be listed in Annex 1 "Application". If it will be decided to award rights to enter into the Framework agreement to such partnership, then prior to entering into the Framework agreement 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.

5. SELECTION CRITERIA FOR TENDERERS

5.1. Exclusion grounds

The Contracting authority shall exclude the tenderer from further participation in the open competition in any of the following circumstances:

No	Requirement	Documents to be submitted <i>(no obligation to submit documents, unless specifically requested by the procurement commission)</i>
1.	<p>Within previous 3 (three) years before submission of the Proposal the Tenderer or a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, has been found guilty of or has been subjected to coercive measures for committing any of the following criminal offences by such a public prosecutor's order regarding punishment or a court judgement that has entered into force and may not be challenged and appealed:</p> <p>a) establishment, management of, involvement in a criminal organisation or in an organised group included in the criminal organisation or other criminal formation, or participation in criminal offences committed by such an organisation,</p> <p>b) bribe-taking, bribery, bribe misappropriation, intermediation in bribery, unauthorised participation in property transactions, taking of prohibited benefit, commercial bribing, unlawful claiming of benefits, accepting and providing of benefits, trading influences,</p> <p>c) fraud, misappropriation or money-laundering,</p>	<ul style="list-style-type: none"> - For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence.

	<p>d) terrorism, terrorism funding, calling to terrorism, terrorism threats or recruiting and training a person in performance of acts of terrorism,</p> <p>e) human trafficking,</p> <p>f) evasion from payment of taxes and similar payments.</p>	
2.	<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 enter into framework agreement, 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"> - For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence.
3.	<p>Tenderer's insolvency proceedings have been announced, the tenderer's business activities have been suspended, the tenderer is under liquidation.</p>	<ul style="list-style-type: none"> - For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence.
4.	<p>A person who drafted the procurement procedure documents (Contracting authority's official or employee), procurement commission member or expert is related to the</p>	<p>No obligation to submit documents, unless specifically requested by the procurement commission.</p>

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 official or employee), procurement commission member or expert is presumed to be related to the tenderer in any of the following cases:

- 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.
- If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – relative) of a tenderer's or subcontractor's, which is a legal person, shareholder who owns at least 10% of the shares in a joint-stock company, shareholder in a limited liability company, procure holder or an official.
- If he or she is a relative of a tenderer or a subcontractor which is a natural person.

If the tenderer is a partnership, consisting of natural or legal persons, a relation to the tenderer is presumed also if a person who drafted the procurement procedure documents (Contracting authority's official or employee), procurement commission member or expert is related to a member of a partnership in any of the above mentioned ways.

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| 5. | The tenderer has an advantage that limits competition in the procurement procedure if it or its related legal person consulted the Contracting authority or otherwise was involved in | No obligation to submit documents, unless specifically requested by the procurement commission. |
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	<p>preparing the open competition, and the advantage cannot be prevented by less restrictive measures, and the tenderer cannot prove that its or its related legal person's participation in preparing the procurement procedure does not restrict competition.</p>	
6.	<p>Within previous 12 (twelve) months before submission of the Proposal, by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed, the tenderer has been found guilty of violating competition laws manifested as a horizontal cartel agreement, except for the case when the relevant authority, upon detecting violation of competition laws, has released the tenderer from a fine or has decreased the fine for cooperation within a leniency program.</p>	<ul style="list-style-type: none"> - For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence.
7.	<p>Within previous 3 (three) years before submission of the Proposal, by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed, the tenderer has been found guilty of a violation manifested as employment of one or more persons which do not possess the required employment permit or if it is illegal for such persons to reside in a Member State of the European Union.</p>	<ul style="list-style-type: none"> - For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence.
8.	<p>Within previous 12 (twelve) months before submission of the Proposal, by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed, the</p>	<ul style="list-style-type: none"> - For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing in Latvia, the Contracting authority

	tenderer has been found guilty of a violation manifested as employment of a person without a written employment contract, by failing within the term specified in regulatory enactments to submit an informative employee declaration regarding this person, which must be submitted about persons, who start working;	<p>shall verify the information itself in publicly available databases.</p> <ul style="list-style-type: none"> - For a Tenderer and a person who is the tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence.
9.	The tenderer has provided false information to prove its compliance with provisions of this Section 5, or has not provided the required information at all.	No obligation to submit documents, unless specifically requested by the procurement commission.

5.2. 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"> - For a Tenderer which is a legal person (or a member of a partnership, a person on whose abilities a Tenderer relies, a subcontractor whose share of work is equal to or exceeds 10% of the amount of the Framework agreement) registered in Latvia the Contracting authority shall verify the information itself in publicly available databases. - For a Tenderer which is a natural person (or a member of a partnership, a person on whose abilities a Tenderer relies, a subcontractor whose share of work is equal to or exceeds 10% of the Framework agreement) – a copy of an identification card or passport. - For a Tenderer (or a member of a partnership, a person on whose abilities a Tenderer relies, a subcontractor whose share of work is equal to or exceeds 10% of the Framework agreement) which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration, shareholders, officials and procura holders (if any) can be determined.

- If a proposal is submitted by a partnership, the Proposal shall include an agreement (or letter of intention to enter into agreement or other document that proves an 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 Framework agreement, 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.
- 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.

5.3. Technical and professional ability

No	Requirement	Documents to be submitted
1.	Every proposed expert has to meet minimal qualification requirements of particular field of expertise where he/she is proposed as stated in Section 3.1. of the Terms of reference	<ul style="list-style-type: none"> - information about each expert for a Field of expertise, filled in Expert's application (Annex No. 2) and signed by the relevant expert accompanied with copy of relevant education diploma; - In case one expert is proposed as an expert for more than one Field of expertise, then separate Expert's application (Annex No. 2) with complete set of required documents including requested information for Field of expertise shall be submitted for such expert.
2.	Every proposed expert has to be certified to provide services in the field of its expertise according to the legislation of the country where expert practices.	<ul style="list-style-type: none"> - certificates (licences, permits etc.) issued according to the legislation of the country of expert's origin attached to each Expert's application (Annex No. 2); - In case such certification is not required according to legislation of the particular country, expert shall declare this in Expert's application (Annex No. 2).

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| 3. | Every expert is expected to have a very good English language skills (at least B2 Level – based on Common European Framework of Reference for Languages ¹) in communication, presentation, negotiation and report writing, particularly in the specific areas of their expertise. | - information about each expert for a Field of expertise, filled in Expert's application (Annex No. 2) and signed by the relevant expert. |
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- 5.4. 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 opening of the Proposals. 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 opening of Proposals.
- 5.5. If the documents, with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 5.1, are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 5.1 before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence).
- 5.6. If the Tenderer complies with any of the exclusion grounds mention in Section 5.1 (except tax debts), the Tenderer indicates this fact in Annex No 1.
- 5.7. The Tenderer, in order to certify that it complies with the selection criteria for Tenderers, may submit the European single procurement document as initial proof. This document must be submitted in paper format, and for each person upon whose capabilities the Tenderer relies, and for each of their indicated subcontractors, the share of whose work is equal to or exceeds 10 % (ten per cent) of the value of the Framework agreement, but if the Tenderer is a partnership – for each member thereof. In order to fill in the European single procedure document the Tenderer uses the "ESPD.xml" file at the Internet webpage <https://ec.europa.eu/growth/tools-databases/espd/filter?lang=lv#>.
- 6. RELIANCE ON THE CAPABILITIES OF OTHER PERSONS**
- 6.1. For the fulfilment of the specific contract, in order to comply with the selection requirements for the Tenderers relating to the economic and financial standing and 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:
- 6.1.1. The Tenderer indicates in the Proposal all persons upon whose capabilities it relies by filling in the table which is included in Section 5 of the Application form (Annex No1) and proves to the Contracting authority that the Tenderer shall have available all the necessary resources for the fulfilment of the contract under the Framework agreement, 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

¹ see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

Tenderer and will be used during the term of fulfilment of the contract under the Framework agreement.

- 6.1.2. 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 contracts under the Framework agreement, as well as that during the validity of the Framework agreement the Tenderer will in fact use the resources of such person upon whose capabilities the Tenderer relies.
- 6.1.3. The Contracting authority require joint liability for the execution of the contracts under the Framework agreement between the tenderer and a person on whose capabilities the Tenderer is relying.
- 6.2. The Contracting authority shall evaluate the person, on whose capabilities the Tenderer to whom the rights to enter into the Framework agreement should be assigned is relying. In case such person will comply with any of the exclusion grounds which are mentioned in Section 5.1. (1) to 5.1. (8) , the Contracting authority shall request the Tenderer to change such person. If the Tenderer shall not submit documents about another person which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting authority shall exclude such Tenderer from further participation in the open competition.

7. SUB-CONTRACTING

- 7.1. The Tenderer shall indicate in the Proposal all the subcontractors of the Tenderer, and indicate the experts involved by each such subcontractor fulfilling the form under Section 5 of the Application (Annex No 1);
- 7.2. The Contracting authority shall evaluate the subcontractor, whose share of work is equal to or exceeds 10% of the amount of the Framework agreement, of the Tenderer to whom the rights to enter into the Framework agreement should be assigned. In case such subcontractor will comply with any of the exclusion grounds which are mentioned in Section 5.1 (2) to 5.1 (8), the Contracting authority shall request the Tenderer to change such subcontractor. If the Tenderer shall not submit documents about another subcontractor which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting authority shall exclude such Tenderer from further participation in the open competition.

8. FINANCIAL PART OF PROPOSAL

- 8.1. Tenderer in the Tenderer's application (Annex No. 1) for participation in the procurement for every expert (as well as for every Field of expertise, in case the same expert is proposed for several Fields of expertise) included in the Proposal shall specify the hourly rate as remuneration for services provided by the corresponding expert.
- 8.2. The proposed hourly rates shall be determined in euro without value added tax (hereinafter – VAT).
- 8.3. The proposed hourly rates shall include all taxes, fees and payments, and all costs related to the fulfilment of expert services, except VAT and costs to be reimbursed as specified in Terms of reference (Annex No. 3). The prices are fixed for all the term of the fulfilment of the Framework agreement and are not recalculated, except in cases stipulated in the Framework agreement.

9. CONTENTS AND FORM OF THE PROPOSAL

- 9.1.** Tenderer's proposal shall include the documents in the following order (hereinafter – **Proposal**):
- 9.1.1.** title page with the title "Proposal for the procurement No RBR 2017/10 "Expert services"" name, address and contact information of the Tenderer;
- 9.1.2.** the table of contents with page numeration;
- 9.1.3.** Application (financial proposal) in accordance with Annex No. 1;
- 9.1.4.** Information and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers, or the corresponding European single procurement documents.
- 9.1.5.** Information and documents relating to entities on whose capabilities the Tenderer is relying, or the corresponding European single procurement documents (if applicable).
- 9.1.6.** Information and documents relating to subcontractors and/or or the corresponding European single procurement documents (if applicable).
- 9.1.7.** Tenderer's offered expert Applications (in the order as listed in application for participation in open competition) – Experts' application form(s) (Annex No. 2) separately for every expert and for every Field of expertise signed by the proposed expert, accompanied with copies of higher education diplomas and certificates (licences, permits etc.) issued according to the legislation of the country of expert's origin. In case such certificates (licenses, permits etc.) are not available according to legislation of the country of origin, experts shall declare this in Expert's application.
- 9.2.** The Tenderer may submit a Proposal for any separate field of expertise or for the whole subject matter of the open competition in total.
- 9.3.** Tenderer is allowed to include in the Proposal one expert for each Field of expertise. Tenderer has a right to offer the same expert for several Fields of expertise.
- 9.4.** 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.
- 9.5.** The Proposal must be submitted in written form in English or Latvian accompanied with translation in English. Upon the request from procurement commission Tenderer will have to submit Proposal documents translated in Latvian in period within 2 (two) weeks.
- 9.6.** 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.
- 9.7.** 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.
- 9.8.** The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in this open competition procedure.
- 9.9.** The Tenderer shall submit Proposal in a glued up envelope, on which it shall be indicated: ""Proposal for the open competition "Expert Services" No RBR 2017/10". Do not open until 29 June, 2017 at RBR 10:00 o'clock". And the address: To the RB Rail AS, K. Valdemāra iela 8 - 7,

Riga, LV-1010. The name, address and telephone number of the Tenderer shall be specified on the envelope.

10. SUBMISSION OF PROPOSAL

- 10.1.** Proposal (documents referred to in Section 9 of this Regulation) shall be submitted personally, by courier or registered mail to the RB Rail AS, Krišjāņa Valdemara iela 8-7, Riga, LV-1010, **by 29 June 2017 till 10:00 o'clock.**
- 10.2.** 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.
- 10.3.** Tenderer may recall or amend its submitted Proposal before the expiry for the deadline for the submission of Proposals. In case of amendments, the Tenderer has to clearly indicate on the Proposal that the Proposal is amended by indicating: "AMENDMENTS" in addition to the information mentioned in Section 9.9.
- 10.4.** Proposals submitted after the expiry of the deadline for the submission of the Proposals will not be reviewed.

11. OPENING OF PROPOSALS

- 11.1.** The opening of Proposals takes place during an open meeting of the procurement commission at 10:00 o'clock on 29 June at RB Rail AS, Krišjāņa Valdemara iela 8-7, Riga, LV-1010.
- 11.2.** The Proposals are opened in order of their submission, by naming the Tenderer, the time of Proposal submission, the experts and Fields of expertise they are proposed for, their hourly rate and other information that characterizes the Proposal. At the request of a meeting participant the procurement commission shows that part of the Proposal where the offered price is indicated, making sure that information which is not generally available is not disclosed.
- 11.3.** The information announced at the Proposal opening meeting is written down in the submitted Proposal opening sheet, which is signed by the present members of the procurement commission. The copy of the Proposal opening sheet is issued to Tenderers' representatives who are present during the meeting, as well as published on the Contracting authority's Internet webpage.

12. THE RIGHTS OF THE PROCUREMENT COMMISSION

- 12.1.** The procurement commission has the right to demand at any stage of the open competition that the Tenderer submits all or part of the documents which certify Tenderer's compliance to the requirements for the selection of tenderers. The procurement commission does not demand such documents or information which is already at its disposal or is available in public data bases
- 12.2.** 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.
- 12.3.** During proposal assessment, the procurement commission has the right to demand that the information included in the technical and financial proposal is clarified.

13. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

- 13.1. The procurement commission ensures the documentation of the process of the open competition procedure.
- 13.2. The commission ensures free and direct electronic access to the open competition procedure documents at the Internet webpage of the Joint-Stock Company "RB Rail AS" <http://railbaltica.org/en/procurements>.
- 13.3. 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 open competition procedure documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the procurement commission provides a response electronically (if the supplier has requested that the answer be given electronically) within 5 (five) business days, but not later than 6 (six) days before the deadline for submitting proposals. Simultaneously with sending this information to the supplier who had asked the question, the Contracting authority publishes this information on its Internet webpage <http://railbaltica.org/en/procurements>, where open competition procedure documents are available, indicating the question asked.
- 13.4. If the Contracting authority has amended the open competition procedure documents, it publishes this information on the Contracting authority's Internet webpage <http://railbaltica.org/en/procurements>, where open competition procedure documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication.
- 13.5. 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.
- 13.6. The procurement commission assesses the Tenderers and their submitted Proposals based on the Public Procurement Law, open competition procedure documents, as well as other regulatory enactments.
- 13.7. If the procurement commission determines that the information about the Tenderer 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.
- 13.8. The procurement commission prepares a report on the open competition procedure and publishes it on its webpage <http://railbaltica.org/en/procurements> within 5 (five) business days from day when the decision about the results of the open competition is taken.

14. THE RIGHTS OF THE TENDERER

- 14.1. 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.

- 14.2. 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.
- 14.3. 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 Procurement Monitoring Bureau according to the procedure stipulated in the Public Procurement Law regarding the tenderer selection requirements, technical specifications or other requirements relating to this open competition, or relating to the activities by the Contracting authority or the procurement commission during the open competition procedure.

15. VERIFICATION OF PROPOSALS

- 15.1. The procurement commission verifies whether Tenderers have completed Annex No 1 "Application" and Annex No 2 "Experts' Application" in accordance with the requirements.
- 15.2. The procurement commission verifies whether there are any arithmetical errors, whether an abnormally low prices (hourly rates) has been received, as well as assesses and compares the prices (hourly rates) proposed.
- 15.3. The procurement commission informs the Tenderer whose mathematical errors have been corrected about the correction of mathematical errors and the corrected financial proposal.
- 15.4. When evaluating the financial proposal, the procurement commission takes corrections into account.
- 15.5. The procurement commission has the right to demand that the Tenderer explains the calculation upon which the financial proposal is based and other related aspects in order to ascertain the objectivity of the financial proposal and whether an abnormally low Proposal has been submitted.
- 15.6. The procurement commission verifies whether Proposal (proposed Experts) meet minimal qualification criteria as stipulated in section 5.3.
- 15.7. The procurement commission analyses proposals of the Tenderers and selects only those experts, who meet minimal qualification requirements (defined in Section 3.1. of the Terms of reference, Annex No 3) dedicated for the corresponding Field of expertise.

16. EVALUATION AND RANKING

- 16.1. Proposals' (including experts listed therein) selection criterion is based on 'best price-quality ratio' award method.

No	Criteria	Weight
1.	Financial proposal (according section 16.4.)	40 points
2.	Experts' experience above minimum qualification requirements (according section 16.5.)	60 points
Total:		100 points

- 16.2. The procedure described below is applied for the Proposals of those Tenderers who have been acknowledged eligible during the Tenderers' selection and whose experts included in the Proposals have been acknowledged as meeting minimal qualification requirements defined

for corresponding Field of expertise experts applying for and hourly rate of those experts has not been acknowledged as abnormally low.

- 16.3. Every expert selected as meeting the minimal qualification requirements shall be evaluated based in his/her experience and offered hourly rate. For every particular Field of expertise separate evaluation shall be implemented by carrying out Financial evaluation and Experience evaluation.

16.4. Financial evaluation

16.4.1. Maximum *Financial score* an expert can receive is 40 points.

16.4.2. Experts with the lowest hourly rate proposed shall receive 40 points for *Financial score*. Whereas *Financial score* for other experts shall be based on the following formula:

$$\text{Financial score} = \frac{\text{Lowest proposed rate}}{\text{Proposed rate under evaluation}} \times 40$$

16.5. Experience evaluation

16.5.1. Maximum *Experience score* an expert can receive is 60 points. All information regarding experience of the experts shall be evaluated and scores shall be given based on their qualification and experience in a particular Field of expertise.

16.5.2. For every particular experience in an additional completed project (that goes above the qualification requirements) additional points shall be added to the overall *Experience score* according to the following methodology:

Criteria	Points
for expert's experience in every additional completed project satisfying the minimal qualification requirements set in a column "Project experience" for a corresponding Field of expertise as stated in the Table of Section 3.1. of the Terms of reference.	6

- 16.6. Ranking of the experts shall be implemented separately for every Field of expertise. All experts proposed for the same Field of expertise shall be ranked based on the summing results of their respective *Financial score* and *Experience score*.

- 16.7. In case experts included in different Proposals receive equal scores for the same Field of expertise, they shall be ranked according to Financial Proposal - expert with the lowest hourly rate shall be selected, if the prices are equal then Proposals' submission dates – experts included in the earlier submitted Proposals, shall be selected.

17. TERMINATION OF THE OPEN COMPETITION

- 17.1. The Contracting authority can at any moment terminate the open competition procedure if it has an objective reason, including if the prices of submitted Proposals exceed the financial means of the Contracting authority. The procurement commission sends the information mentioned in Section 19.5 of the Regulation to all Tenderers and submits an announcement regarding the results of the open competition procedure for publication, where they indicate the circumstances which prompted the termination of the procedure.

18. TENDERER CHECK PRIOR TO MAKING THE DECISION REGARDING THE ENTERING INTO THE FRAMEWORK AGREEMENT

- 18.1. Prior to making the decision about assigning rights to enter into the Framework agreement, the procurement commission performs a check regarding the existence of grounds for exclusion of tenderers for Tenderers, members of a partnership (if the Tenderer is a partnership), persons on whose capabilities the Tenderer is relying and subcontractors whose share of work is equal to or exceeds 10% of the amount of the Framework agreement.
- 18.2. 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 enter into the Framework agreement is made, the Tenderer, member of a partnership (if the Tenderer is a partnership), a subcontractor whose share of work is equal to or exceeds 10% of the amount of the Framework agreement 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.
- 18.3. If the Tenderer fails to submit required evidence about itself before the deadline, the procurement commission excludes the Tenderer from participation in the open competition.
- 18.4. Change of persons upon whose capabilities the Tenderer is relying or subcontractors whose share of work is equal to or exceeds 10% of the amount of the Framework agreement is performed in accordance with Sections 6.2 and 7.2 respectively.
- 18.5. In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 5.1 and has indicated this in the Proposal, upon request by the procurement commission it submits an explanation about the implemented measures in order to restore reliability and prevent occurrences of the same or similar violations in future, as well as attaches evidence which proves the implemented measures, such as but not limited to evidence about compensating damages, on cooperation with investigating authorities, implemented technical, organisational or personnel measures, an assessment of a competent authority regarding the sufficiency of the implemented measures etc. The procurement commission assesses such information. If the procurement commission deems the measures taken to be sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the open competition. If the measures taken are insufficient, the procurement commission makes the decision to exclude the Tenderer from further participation in the open competition procedure. If the Tenderer, within the indicated time, does not submit the requested information, the procurement commission excludes the Tenderer from participation in the open competition.
- 18.6. If the Contracting authority obtains information that one of exclusion criteria stipulated in Section 5.1 of this Regulation (except tax debts) applies to the Tenderer, to whom the right to enter into the Framework agreement should be assigned (Contractor), Contracting authority can verify such information at any stage of the open competition procedure until the signing of the Framework agreement.

19. DECISION MAKING, ANNOUNCEMENT OF RESULTS AND ENTERING INTO THE FRAMEWORK AGREEMENT

- 19.1. The procurement commission selects the Tenderers (including experts listed in their proposals) meeting minimal qualification requirements, evaluates and ranks every expert

meeting minimal qualification requirements and invites Tenderers (whose experts received highest scores for a particular field of expertise) to enter into the Framework agreement (Annex No. 4).

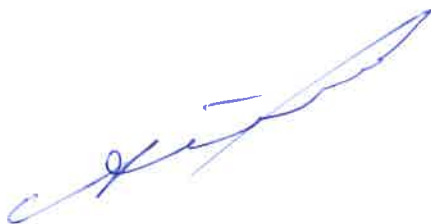
- 19.2. Tenderers, after receiving the invitation from Contracting authority to enter into the Framework agreement must within the period set in invitation letter sign the Framework agreement.
- 19.3. Within 3 (three) working days the procurement commission informs all the Tenderers about the decision made regarding the results of the procurement, by sending the information by post or electronically, keeping the evidence of the date and mode of sending the information. The procurement commission announces the names of the Tenderers whose experts were chosen to enter into the Framework agreement, indicating:
 - 19.3.1. To the refused Tenderer, the reasons for refusing its Proposal;
 - 19.3.2. To the Tenderer who has submitted an eligible Proposal, the characterization of the chosen proposal and the relative advantages;
 - 19.3.3. The deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding the violations of the public procurement procedure.
- 19.4. If less than 2 (two) Tenderers (and proposed experts) complies with all the Tenderer selection requirements stipulated by the Regulation per Field of expertise, the procurement commission makes the decision to terminate procurement for particular Field of expertise.
- 19.5. If the public procurement procedure is terminated, the procurement commission within 3 (three) working days simultaneously informs all Tenderers about all the reasons because of which the open competition procedure is terminated, and informs about the deadline within which a Tenderer may submit an application regarding the violations of the public procurement procedure to the Procurement Monitoring Bureau.
- 19.6. The procurement commission, when informing of the results, has the right not to disclose specific information, if it may infringe upon public interests or if the Tenderer's legal commercial interests or the conditions of competition would be violated.
- 19.7. As soon as possible, but no later than within 3 (three) working days after informing the Tenderers about the results of the open competition procedure, the procurement commission submits for publication a report on the results of the open competition, if a decision regarding the conclusion of the Framework agreements or termination of the open competition procedure has been made.
- 19.8. The Framework agreement shall be based on Tenderer's Proposal and in accordance with the Framework agreement conditions provided in Annex No 4 of the Regulation.
- 19.9. In case if amount of eligible Proposals for particular Field of expertise exceeds 3 (three) the procurement commission has the right to choose the next most economically advantageous Proposal (including an expert listed therein) for particular field of expertise, if the Tenderer in the time set by the Contracting authority refuses to enter into the Framework agreement or does not submit a signed Framework agreement for the provision of services.
- 19.10. Prior to making the decision regarding the entering into the Framework agreement 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 refuse rights to enter into the Framework agreement with particular Tenderer for Field of Expertise. If the next chosen Tenderer also refuses to enter into Framework agreement or does not submit a signed Framework agreement within the deadline set by the procurement commission, the procurement

commission makes the decision to enter into framework agreement with another eligible Tenderer according to ranking for particular field of expertise.

20. ANNEXES

Annex No. 1 – Tenderer's application form on 2 pages;
Annex No. 2 – Expert's application form 3 pages;
Annex No. 3 – Terms of reference on 12 pages;
Annex No. 4 – Draft Framework agreement on 15 pages.

Procurement commission
chairman



Aigars Kivliņš

_____ 2017
No. _____

**TENDERER'S APPLICATION
FOR PARTICIPATION IN THE PROCUREMENT Id. No RBR 2017/10**

"Expert services"

Tenderer _____, registration number _____,
(Name of the Tenderer)
represented by _____,
(Name, surname and position of the manager or an authorised person)
by submitting this application:

1. confirms its participation in the open competition organised by the RB Rail AS "Expert services";
2. offers following experts to deliver expert services in accordance with the conditions specified in Terms of reference and Framework agreement for the following Fields of expertise (as indicated in Terms of reference) and hourly rates:

No. of Field of expertise	Field of expertise	Name of the expert	Hourly rate EUR, excl. VAT

3. confirms that it does not comply with any of the cases for the exclusion of tenderers referred to in the Section 5.1 of the Regulations;
4. confirms that it is informed of the fact that, upon the fulfilment of any cases regarding the exclusion of tenderers referred to in Clause 5.1 of the Regulation during the procurement process, the Proposal of the Tenderer may be refused or, in the case of granting the right to enter into the Framework agreement, the Contracting authority may refuse to enter into the Framework agreement;
5. declares that for the purposes of qualifying for the open competition we rely on the capabilities of the following entities:

No	Name, registration number and registered address of the entity	Capabilities on which the Tenderer relies
1.		
2.		
3.		

6. declares that during the execution of the Framework agreement we will have sub-contractors as stated below and confirm that the list is complete:

No	Name of Subcontractor, registration number and registered address	Part of the Services to be performed by Subcontractor	
		Field of expertise	Name of the expert

1.			
2.			
3.			

7. confirms that the Regulation is clear and understandable, that it does not have any objections and complaints and that in case of granting the right to enter into the Framework agreement it shall undertake to fulfil all conditions of the Regulation as well as enter into the Framework agreement in accordance with the Framework agreement enclosed with the Regulation;
8. guarantees that all the information provided is true.

(Signature)

Address of the tenderer _____,
telephone (fax) number, e-mail address _____.

Position, name and surname of the manager or the authorised person of the tenderer

_____ 2017

**EXPERT'S APPLICATION
TO PARTICIPATE IN THE PROCUREMENT Id . No RBR 2017/10**

**"EXPERT SERVICES"
FOR THE FIELD OF EXPERTISE²**

_____ No and Title of the Field of expertise

Name of Expert:	
Date of Birth:	
Country of Citizenship/Residence	
Residence address	
Education	
Obtained degree	
Personal contact information (phone and e-mail)	

Professional experience within 10 years:

No	Employing organization	Employment period (start – finish dates)	Positions held	Activities / Tasks performed
1.				
2.				
3.				

English language skills³:

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	
<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>	<i>Enter level</i>

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

² Separate expert's application for every Field of expertise shall be prepared.

³ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

Project experience⁴:

No.	Title of the project, location (country, place)	Start / end date of the project	Contracting authority (or Client) and contact details (phone, email), e.g. project manager in charge and general contractor and contact details (phone, email)	Position in the project and description of the role and responsibilities, man- months worked for the projects, e.g. relevant experience related to the particular field of expertise	Total value of the investments in the project (thousands of EUR ⁵ , excluding VAT)
1. ⁶					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					

⁴ List of projects (max. 11) as well as positions therein **must** be related only to a particular Field of expertise an expert is applying for.

⁵ * If value is in different currency than EUR, the tenderer shall recalculate the price in EUR in accordance with the currency exchange rate of the European Central Bank on the day of signing the Proposal

⁶ Up to 11 projects which Tenderer considers in line with project experience requirements shall be indicated in the table., Procurement commission will evaluate only first eleven projects if more projects will be provided.

Certification:

I, the undersigned, declare that for the provision of expert services according to the legislation of the country where I practice and in respect to minimal qualification requirements set for particular Field of expertise⁷:

1. certificate (licence, permit) _____
is required and _____
Title of the Certificate (licence, permit etc.)
provided together with the Expert's application (annexed).

2. no certificate (licence) is required for provision of professional services.

Justification: _____

I, the undersigned, certify that to the best of my knowledge and belief, the data provided herein correctly describe myself, my qualifications, and my experience.

I, the undersigned, confirm that my skills and experience are fully sufficient to provide services set in the Regulations, I agree to be proposed as an expert by the Tenderer in this procurement and to be included in the Pool of experts in case the Framework agreement will be concluded with the Tenderer.

Annexes (diploma, certificates, licences, permits etc.):

- 1) _____
2) _____

Name of Expert

Signature

Date

⁷ Please choose one option (1 or 2) and remove the other.

TERMS OF REFERENCE
(TECHNICAL SPECIFICATION)

FOR OPEN COMPETITION
“EXPERT SERVICES”

Riga, 2017

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1. INTRODUCTION

The Baltic countries Estonia, Latvia and Lithuania have historically been linked to the east-west railway transport axis using the 1520mm gauge railway system. Because of the existing historical and technical constraints, the existing rail system is incompatible with mainland European standards, thus there is a consensus that Estonia, Latvia and Lithuania need to be fully integrated into the wider European rail transport system. Currently there is no efficient 1435 mm railway connection along the Warsaw-Kaunas-Riga-Tallinn axis, i.e. there are missing links or significant bottlenecks. Thus, there are no direct passenger or freight services along the railway axis as the existing infrastructure does not allow for competitive services compared to alternative modes of transport. Thus, the clear majority of the North-South freight is being transported by road transport and the overall accessibility in the region is low.

The ambitions of the Rail Baltica Global project (Global Project) are:

- to become a powerful catalyst for sustainable economic growth in the Baltic States;
- to set a new standard of passenger and freight mobility;
- to ensure a new economic corridor will emerge;
- sustainable employment and educational opportunities;
- an environmentally sustainable infrastructure;
- new opportunities for multimodal freight logistics development;
- new intermodal transport solutions for passengers;
- safety and performance improvements;
- a new value platform for digitalization and innovation;
- completion of Baltic integration in the European Union transport ecosystem.

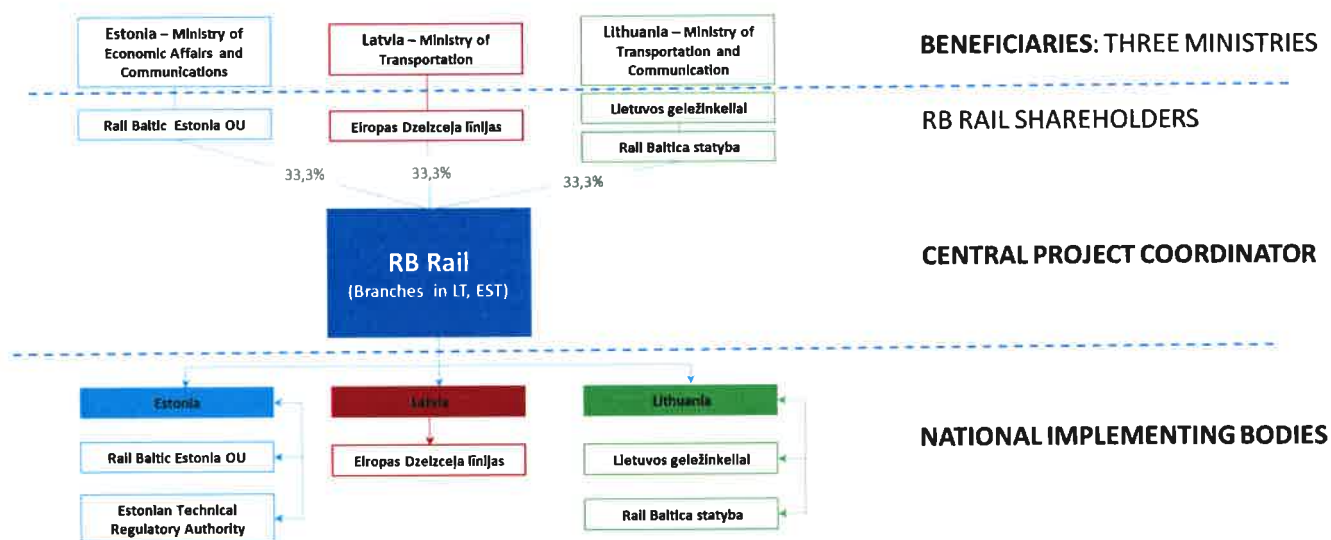
Rail Baltica is already designed to become a part of the EU TEN-T North Sea – Baltic Core Network Corridor, which links Europe's largest ports of Rotterdam, Hamburg and Antwerp – through the Netherlands, Belgium, Germany and Poland – with the three Baltic States, further connecting to Finland via the Gulf of Finland short sea shipping connections with a future fixed link possibility between Tallinn and Helsinki. Further northbound extension of this corridor shall pave the way for future connectivity also with the emerging Arctic corridor, especially in light of the lucrative prospects of the alternative Northern Circle maritime route development between Europe and Asia. Furthermore, the North Sea – Baltic Corridor crosses with the Baltic-Adriatic Corridor in Warsaw, paving the way for new supply chain development between the Baltic and Adriatic seas, connecting the Baltics with the hitherto inadequately accessible Southern European markets. In a similar fashion, Rail Baltica shall strengthen the synergies between North-South and West-East freight flows, creating new transshipment and logistics development opportunities along the Europe and Asia overland trade routes. The new Rail Baltica infrastructure would, therefore, not only put the Baltics firmly on the European rail logistics map, but also create massive opportunities for value creation along this infrastructure with such secondary economic benefits as commercial property development, revitalization of dilapidated urban areas, private spin-off investment, new business formation, technology transfer and innovation, tourism development and other catalytic effects. Rail Baltica aims to promote these effects from the early stages of the Global Project, learning from the key global success stories and benchmarks in this regard.

The contracting authority RB Rail AS (RBR) was established by the Republics of Estonia, Latvia and Lithuania, via state-owned holding companies, to coordinate the development and construction of the fast-conventional standard gauge railway line on the North Sea – Baltic TEN-T Core Network Corridor (Rail Baltica II) linking three Baltic states with Poland and the rest of the EU. The main technical parameters shall

correspond to traffic code P2-F1 as per INF TSI (Commission Regulation 1299/2014/EU) and shall have the following main technical parameters:

- double track, design speed on the main track 240 km/h, gauge GC, design speed on side tracks minimum 100 km/h;
- axle load at least 22.5 t;
- distance between track centres at least 4.20 m on the main tracks;
- distance between two sided passing loops approximately 50 km and crossovers approximately 25 km but staged according to a train traffic forecast;
- all road crossings only as above or below grade crossings (segregated grade crossings), fencing for the entire length, noise barriers where needed;
- ERTMS Level 2 with possible update to the newest version;
- communications system GSM-R with a view to accommodate the new generation railway communications standard;
- electrification 2x25 kV AC, to accommodate freight trains of up to 740 m length (with the possibility to extend to 1050 m in a long term) and with the maximum speeds of 120 km/h, and to accommodate passenger trains of up to 250 m length (with the possibility to extend to 400 m in a long term) and with the maximum speeds of 240 km/h.

The shareholders structure of RBR is presented in Figure 1.



RBR together with governments of Estonia, Latvia and Lithuania (represented by the ministries in charge of transport policy) have applied for the CEF co-financing in 2015, 2016 and 2017 (three applications in total). The first two applications were successful and INEA grants are available to support the Global Project expenses with up to 85% of co-financing in amount of 633 mln EUR. A further application is currently under evaluation.

Rail Baltica is a joint project of three EU Member States – Estonia, Latvia and Lithuania – and concerns the building of a fast conventional double track 1435 mm gauge electrified railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Panevėžys (LT), Kaunas (LT) to the Lithuania/Poland state border. In the longer term, the railway line could potentially be extended to include a fixed link between Helsinki and Tallinn, as well as integrate the railway link to Warsaw and beyond.

The expected core outcome of the Global Rail Baltica Project is a railway line of more than 780 km in length meant for both passenger and freight transport and the required additional infrastructure (to ensure full operability of the railway). It will be interoperable with the TEN-T Network in the rest of Europe and competitive in terms of quality with other modes of transport in the region.

The implementation of the Global Project is organized into three main investment phases:

- Planning phase (2014-2017): environmental studies and SEA/EIA procedures, technical studies and preliminary design, spatial planning and related studies, economic and operations studies. The outcome of the planning phase in all three Member States is the development consent;
- Design phase (2016-2018): detailed technical design of the railway line and necessary additional infrastructure (stations, terminals, depots, etc.). The outcome of the design phase in all three Member States are building permits to proceed with construction works;
- Construction phase (2018-2025/2026): construction works, supervision and conformity assessment. This phase concludes with the commissioning of the railway.

2. SUPPORT FROM EXPERTS

- 2.1. The objective to receive a support from expert service providers for the implementation of Rail Baltica project is not to replace or overlap with the services or tasks to be carried out by particular providers implementing Rail Baltica project through the separate contracts. However, management team of RB Rail AS (Contracting authority) seeks for the support from experts to provide an independent professional advice (including in written form) in planning, implementing and monitoring the Global project.
- 2.2. Through the procurement procedures Contracting authority intends to identify the best proposals (for every Field of expertise) where the experts (natural persons) shall be available on-demand throughout the period of validity of the Framework agreement for the provision of expert services.
- 2.3. Contracting authority seeks for the support from independent experts throughout the implementation of Rail Baltica project:
 - 2.3.1. Procurement: drafting, reviewing and/or advising on procurements, technical specifications, tender dossiers; reviewing suppliers' proposals and/or advising procurement commissions during a procurement, studying supplier's markets;
 - 2.3.2. Contracts' implementation: review of actual contract implementation status and/or advise on taking further actions; support for independent disputes' resolution; review and/or advise on design documentation; monitoring contract implementation progress and technical compliance; on-site status reporting during construction contract implementation; design and construction assessment/expertise; provision of independent advice on technical, legal issues; review and/or advice on the documentation provided by a provider of particular contractor;
 - 2.3.3. Commissioning: review and/or report on actual amount of works implemented; review and/or report of the works implemented against the requirements of global parameters of Rail Baltica project, applicable standards and local legislation; review and/or report on the works implemented against the maintenance requirements; review and/or report on the data to be provided during the commissioning process;
 - 2.3.4. Feasibility studies' preparation: reviewing reports and/or advising on taking further actions based on the review results; preparing small scale studies on a particular subject matter; economic analysis and related calculations;
 - 2.3.5. Global Rail Baltica project management: review and/or advice on the fulfilment of the global Rail Baltica project definition, technical parameters, standards, technical specifications for interoperability, global parameters of Rail Baltica project; assistance to Contracting authority on various Rail Baltica project implementation matters; carrying out small and medium scale studies, peer review and similar tasks; market research; technical, financial and legal checks and audits, as well as on-the-spot visits and/or audits to the sites and premises where the activities implemented within the Rail Baltica project are or are planned to be carried out; participation and/or leading the meetings (preparing minutes thereof), and/or making the presentations on the subjects concerned.

3. FIELDS OF EXPERTISE

- 3.1. To carry out the entrusted tasks, Contracting authority will need a support from independent professional experts in the following Fields of expertise:

No.	Field of expertise ⁸	Minimal qualification requirements for the experts			
		Education ⁹	Professional experience ¹⁰	Project experience ¹¹	Position in a project
1.	Civil construction design	Master's degree or equivalent ¹²	3 years within the period of last 10 years	1 large-scale public infrastructure project ¹³ within last 10 years	Lead designer
2.	Bridge design	Master's degree or equivalent	3 years within the period of last 10 years	1 large-scale public infrastructure project within last 10 years	Lead designer in railway and / or road bridge design
3.	Road design	Master's degree or equivalent	3 years within the period of last 10 years	1 large-scale public infrastructure project within last 10 years	Lead designer
4.	Environment Estonia	Master's degree or equivalent	3 years within the period of last 10 years	1 public infrastructure project ¹⁴ within last 10 years	Environmental specialist
5.	Environment Latvia	Master's degree or equivalent	3 years within the period of last 10 years	1 public infrastructure project within last 10 years	Environmental specialist
6.	Environment Lithuania	Master's degree or equivalent	3 years within the period of last 10 years	1 public infrastructure project within last 10 years	Environmental specialist

⁸ Full wording of the title of a Field of expertise shall be considered for all qualification requirements.

⁹ Minimal education degree of an expert is specified as a requirement. By submitting a Proposal, Tenderer is obliged to provide necessary information confirming that expert's education (specialisation) is directly linked to a Field of expertise an expert is applying for.

¹⁰ Minimal expert's professional experience period is specified as a requirement. By submitting a Proposal, Tenderer confirms that expert has professional experience in a Field of expertise an expert is applying for.

¹¹ Titles of projects an expert participated in within the specified period as an expert of a corresponding Field of expertise. Expert's participation in a project means full responsibility (any kind of assistance shall not be considered as sufficient to satisfy project experience requirements) throughout full project's implementation period on low-level matters directly related to a Field of expertise an expert is applying for. Contracting authority reserves the right to request copies of particular project's documentation proving expert's occupation in a project and responsibilities covered.

¹² Equivalent level of Master's degree corresponds to the learning outcomes for level 7 as described in the Framework for Qualifications of the European Higher Education Area, <https://ec.europa.eu/ploteus/content/descriptors-page>.

¹³ Investment value of "large-scale public infrastructure project" must be equal or higher than EUR 50,000,000.

¹⁴ Investment value of "public infrastructure project" must be equal or higher than EUR 5,000,000.

No.	Field of expertise ⁸	Minimal qualification requirements for the experts			
		Education ⁹	Professional experience ¹⁰	Project experience ¹¹	Position in a project
7.	Environmental impact assessment	Master's degree or equivalent	3 years within the period of last 10 years	1 public infrastructure project within last 10 years	Lead expert to deliver EIA
8.	Geology investigation	Master's degree or equivalent	3 years within the period of last 10 years	1 public infrastructure project within last 10 years	Geology investigation lead specialist
9.	Archelogy investigation	Master's degree or equivalent	3 years within the period of last 10 years	1 public infrastructure project within last 10 years	Archelogy specialist
10.	Hydrology investigation	Master's degree or equivalent	3 years within the period of last 10 years	1 public infrastructure project within last 10 years	Archelogy specialist
11.	Spatial planning Estonia	Master's degree or equivalent	3 years within the period of last 10 years	1 public infrastructure project within last 10 years	Spatial planning lead specialist
12.	Spatial planning Latvia	Master's degree or equivalent	3 years within the period of last 10 years	1 public infrastructure project within last 10 years	Spatial planning lead specialist
13.	Spatial planning Lithuania	Master's degree or equivalent	3 years within the period of last 10 years	1 public infrastructure project within last 10 years	Spatial planning lead specialist
14.	FIDIC	Master's degree or equivalent	3 years within the period of last 10 years	1 large-scale public infrastructure project within last 10 years	FIDIC contract manager
15.	Architecture	Master's degree or equivalent	3 years within the period of last 10 years	1 large-scale public infrastructure project within last 10 years	Lead architect
16.	1435 mm railway track design	Master's degree or equivalent	5 years within the period of last 10 years	1 large-scale railway infrastructure	Lead designer

No.	Field of expertise ⁸	Minimal qualification requirements for the experts			
		Education ⁹	Professional experience ¹⁰	Project experience ¹¹	Position in a project
				project ¹⁵ within last 10 years	
17.	Railway construction management and logistics	Master's degree or equivalent	5 years within the period of last 10 years	1 small-scale ¹⁶ railway infrastructure project within last 10 years	Railway construction and logistics expert
18.	Railway signalling	Master's degree or equivalent	5 years within the period of last 10 years	1 railway infrastructure project ¹⁷ within last 10 years	Lead designer for ERTMS trackside
19.	Railway traffic control	Master's degree or equivalent	5 years within the period of last 10 years	1 railway infrastructure project within last 10 years	Lead designer
20.	RAMS¹⁸	Master's degree or equivalent	5 years within the period of last 10 years	1 railway infrastructure project within last 10 years	RAMS expert
21.	Railway telecommunication s (including GSM-R)	Master's degree or equivalent	5 years within the period of last 10 years	1 large-scale railway infrastructure project within last 10 years	Lead designer
22.	Railway AC traction substations	Master's degree or equivalent	5 years within the period of last 10 years	1 large-scale railway infrastructure project within last 10 years	Lead designer
23.	Railway AC catenary	Master's degree or equivalent	5 years within the period of last 10 years	1 large-scale railway infrastructure (TSI compliant) project within last 10 years	Lead designer
24.	Railway auxiliary power supply (including for signalling)	Master's degree or equivalent	5 years within the period of last 10 years	1 railway infrastructure project within last 10 years	Lead designer

¹⁵ Investment value of "large-scale railway infrastructure project" must be equal or higher than EUR 50,000,000.

¹⁶ Investment value of "small-scale railway infrastructure project" must be equal or higher than EUR 5,000,000.

¹⁷ Investment value of "railway infrastructure project" must be equal or higher than EUR 1,000,000.

¹⁸ RAMS - Reliability, Availability, Maintainability and Safety.

No.	Field of expertise ⁸	Minimal qualification requirements for the experts			
		Education ⁹	Professional experience ¹⁰	Project experience ¹¹	Position in a project
25.	Railway electromagnetic compatibility	Master's degree or equivalent	5 years within the period of last 10 years	1 railway infrastructure project within last 10 years	Lead designer
26.	Information technology and security	Master's degree or equivalent	5 years within the period of last 10 years	1 large-scale railway infrastructure project within last 10 years	Information technology and security specialist
27.	Railway operations	Master's degree or equivalent	3 years within the period of last 10 years	1 railway operation studies within last 10 years	Railway operations expert
28.	Railway business development	Master's degree or equivalent	3 years within the period of last 10 years	1 large-scale railway infrastructure project within last 10 years	Railway business development expert
29.	Railway infrastructure maintenance	Master's degree or equivalent	3 years within the period of last 10 years	1 large-scale railway infrastructure project within last 10 years	Railway infrastructure maintenance expert
30.	1435 mm railway fleet	Master's degree or equivalent	5 years within the period of last 10 years	1 rolling stock fleet studies (covering TSI) within last 10 years	Railway fleet expert
31.	1435 mm rolling stock maintenance	Master's degree or equivalent	5 years within the period of last 10 years	1 railway infrastructure project within last 10 years	Railway maintenance expert
32.	Transport economy	Master's degree or equivalent	5 years within the period of last 10 years	1 public infrastructure project within last 10 years	Transport economy expert

4. REIMBURSEMENT OF TRAVEL EXPENSES AND DAILY ALLOWANCE

- 4.1. In case Contracting authority for the implementation of a particular assignment order requires an expert to travel from his/her place of residence or Tenderer's office (whatever is applicable) for more than 200 km one way, Contracting authority shall reimburse incurred travel¹⁹ expenses and

¹⁹ The point of departure shall be limited to the location in Europe.

pay daily allowances (only when the implementation of an assignment requires overnight stay) for every expert included in a particular assignment order.

4.2. For the implementation of a particular assignment order where traveling is included, Expert shall ensure average level economical travel and accommodation expenses.

4.3. The following travel expenses are subject to reimbursement:

4.3.1. Less than 400 km one way distance bus travel;

4.3.2. Less than 400 km one way distance second-class rail travel;

4.3.3. More than 400 km one way distance economy class air travel;

4.3.4. A travel expense (a return ticket) shall not exceed 500 EUR. Travel expense exceeding 500 EUR on return ticket will be reimbursed at 500 EUR max.

4.4. In case of assignments where an overnight stay is included the Contracting authority shall pay the daily allowance according to the following rates depending on the country of assignment execution²⁰:

Destination	Daily allowance (EUR)	Destination	Daily allowance (EUR)
Austria	225	Italy	230
Belgium	232	Latvia	211
Bulgaria	227	Lithuania	183
Croatia	180	Luxembourg	237
Czech Republic	230	Malta	205
Cyprus	238	Netherlands	263
Denmark	270	Poland	217
Estonia	181	Portugal	204
Finland	244	Romania	222
France	245	Slovak Republic	205
Germany	208	Slovenia	180
Greece	222	Spain	212
Hungary	222	Sweden	257
Ireland	254	United Kingdom	276

4.5. The daily allowance is a flat rate to cover expenditure, including accommodation, meals, local transport, sundry expenses, as well as accident insurance.

5. OBLIGATIONS OF EXPERTS INCLUDED IN THE POOL OF EXPERTS

5.1. Every expert by accepting to be included in the Proposals confirms his/her availability and intention to perform necessary occasional, short-term assignments appointed by Contracting authority in a fully independent and professional manner.

5.2. Tenderers (including their corresponding experts) shall remain fully responsible for the results of their services after the completion of an assignment. Any additional expenses arisen due to the correction of the unacceptable results shall be covered solely by a Tenderer concerned. On reasonable grounds Contracting authority reserves the right to request a particular Tenderer (including their corresponding Experts) to correct the results of its services regardless whether it is necessary during the implementation of a particular assignment or after it was completed and approved.

²⁰ Based on the rates provided in <https://ec.europa.eu/europeaid/node/116255>

- 5.3. During the commencement of experts' services no subcontracting in any kind or form is allowed. Tenderer (including their corresponding experts) are not allowed to appoint another expert (even included in the Pool of experts) to implement a particular task.
- 5.4. Contracting authority may assign a particular assignment to a group of experts from several Fields of expertise to cooperate in implementation of a particular assignment. Separate assignment orders shall be issued for every expert participating in a group of experts to be cooperating.
- 5.5. In case Contracting authority finds (at any time of procurement process or during the implementation of the Framework agreement for provision of expert services) that provided information on education, experience of a particular expert is found to be false, a corresponding expert shall be eliminated from the procurement process or from the Pool of experts (whatever is applicable).
- 6. CONFIDENTIALITY, INDEPENDENCE AND ABSENCE OF CONFLICT OF INTEREST**
- 6.1. All Tenderers (including their corresponding experts) are expected to ensure that their contractual and professional obligations in particular with regard to confidentiality, independence and absence of conflict of interests are well understood and upheld throughout and after any assignment implementation.
- 6.2. Experts included in the Pool of experts shall remain independent from any activities of other parties, companies, or organisations whatsoever directly or indirectly taking a part in the implementation of Rail Baltica project, and shall avoid any legally binding relations or any other kind of relations with thereof.
- 6.3. During the provision of services, experts shall provide independent view based on their expertise, education and experience. Experts cannot show nor indicate any opinion linked to a particular supplier, company, organisation, institution whatsoever.
- 6.4. No representation of any region, country, company, personal interests shall be shown by the experts, only professional and independent attitude.
- 6.5. Experts shall provide services not as representatives of any company, organisation or institution (regardless their past, current and possible future employment or participation in thereof) but independently, ensuring that it is fully assured in terms of their current situation of professional activities.

FRAMEWORK AGREEMENT NO. [●]

FOR THE PROVISION OF EXPERT SERVICES

This Framework agreement (hereinafter, the "Agreement") **between:**

RB Rail AS (hereinafter, the "Principal"), under the power delegated by [to be filled], represented by [forename, surname].

and

[To be filled with all details]

(hereinafter, the "Service provider")

who are collectively referred to as the "Parties" and separately – as "Party".

WHEREAS:

The Principal has organised procurement procedure "[●]" (identification No. [●] based on the results thereof the following experts (hereinafter – the "Experts") of the Service provider were accepted to provide expert services for the following Fields of expertise at corresponding hourly rates:

No.	Field of expertise	Name of expert included in a proposal	Hourly rate for the services for a indicated Field of expertise
1.	[●]	[●]	[●]
2.			

and under the terms and conditions below.

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1. SUBJECT OF THE AGREEMENT

- 1.1. This Agreement is entered into within the framework of the Rail Baltica 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 commercialize the Rail Baltica railway - a new fast conventional double track electrified railway line with the maximum design speed of 240 km/h and 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, time schedule and budget.
- 1.2. This Agreement sets out the rights and obligations, terms and conditions that apply to the Parties of the Agreement where the Service provider (definition “Service provider” applies also to Expert unless it is specified otherwise) is contracted by the Principal to provide independent expertise for the successful implementation of the Rail Baltica project.
- 1.3. The objective to receive a support from the Service provider for the implementation of Rail Baltica project is not to replace or overlap with the services or tasks to be carried out by particular providers implementing Rail Baltica project through the separate Agreements. However, management team of RB Rail AS seeks for the support from experts to provide an independent professional advice (including in written form) in planning, implementing and monitoring the Rail Baltica Global project.
- 1.4. The Principal intends to have the support from the Service provider throughout the implementation of Rail Baltica project:
 - 1.4.1. Procurement: drafting, reviewing and/or advising on procurements, technical specifications, tender dossiers; reviewing suppliers’ proposals and/or advising procurement commissions during a procurement, studying supplier’s markets;
 - 1.4.2. Contracts’ implementation: review of actual contract implementation status and/or advice on taking further actions; support for independent disputes’ resolution; review and/or advise on design documentation; monitoring contract implementation progress and technical compliance; on-site status reporting during construction contract implementation; design and construction assessment/expertise; provision of independent advice on technical, legal issues; review and/or advice on the documentation provided by a provider of particular contractor;
 - 1.4.3. Commissioning: review and/or report on actual amount of works implemented; review and/or report of the works implemented against the requirements of global parameters of Rail Baltica project, applicable standards and local legislation; review and/or report on the works implemented against the maintenance requirements; review and/or report on the data to be provided during the commissioning process;
 - 1.4.4. Feasibility studies’ preparation: reviewing reports and/or advising on taking further actions based on the review results; preparing small scale studies on a particular subject matter; economic analysis and related calculations;
 - 1.4.5. Global Rail Baltica project management: review and/or advice on the fulfilment of the global Rail Baltica project definition, technical parameters, standards, technical specifications for interoperability, global parameters of Rail Baltica project; assistance to the Principal on various Rail Baltica project implementation matters; carrying out small and medium scale studies, peer review and similar tasks; market research; technical, financial and legal checks and audits, as well as on-the-spot visits and/or audits to the sites and premises where the activities implemented within the Rail Baltica project are or are planned to be carried out; participation and/or leading the meetings (preparing minutes thereof), and/or making the presentations on the subjects concerned.
- 1.5. The purpose of the Agreement is to define the terms and conditions under which the Service provider shall provide expert services to the Principal **on-demand** basis. The Agreement is

framework-based and covers no obligation on the Principal to appoint the Service provider to provide services.

- 1.6. For every assignment, a separate assignment order (based on Draft for Assignment order included in Annex No. 3) (hereinafter – Assignment order) shall be issued by the Principal and confirmed by the Service provider.
- 1.7. The Service provider shall provide services according to only confirmed Assignment Order, the conditions thereof become binding to both parties: the Service provider and the Principal.
- 1.8. The terms and conditions of the Agreement do not constitute an employment agreement or relationship with the Principal.

2. FRAMEWORK AGREEMENT VALUE AND PERIOD

- 2.1. The Contracts under the Frameworks agreement is on-demand based with no fixed work-load and/or fixed overall value.

The amount, estimated by the Principal at the date of the Agreements for the procurement of expert services through overall framework contracts is: 500 000 Eur.

However, this does not bind the Principal to purchase expert services through the Framework agreement for the estimated amount.
- 2.2. Agreement period is 18 months after the Commencement date.
- 2.3. Agreement terminates after Agreement period expires or after the all Assignment orders are fully completed by the Service provider and approved by the Principal.

3. APPOINTMENT OF AN ASSIGNMENT

- 3.1. In order to receive expert services the Principal shall appoint the Service provider with a particular assignment (also referred to as – contract). Assignment shall be appointed through a direct award of the Service provider or by conducting a mini-competition between all service providers whose experts are included in the same Field of expertise.
- 3.2. The selection between the direct award or conduction of mini-competition shall remain within the discretion of the Principal considering the specifics and urgency of a particular assignment to be implemented.
- 3.3. **Direct award.**
 - 3.3.1. The Principal invites the Service provider to implement an assignment by sending an Assignment order (as specified in Draft Assignment order - Annex No. 3). Direct award invitation shall be sent to the Service provider only if the expert thereof has received the highest score in a particular Field of expertise during the procurement process;
 - 3.3.2. After receiving an invitation, as soon as possible but not later than the end of next business day the Service provider shall respond by stating its expert's availability to implement an assignment. In case the Service provider rejects the invitation or fails to respond within the required time period, Principal reserves the right to invite another service provider whose expert was the next in a row of highest scores in the same Field of expertise;
 - 3.3.3. After invitation to implement an assignment (including corresponding Assignment order) is accepted by the Service provider, the conditions set in the Assignment order become binding to the Parties.
- 3.4. **Mini-competition.**

- 3.4.1. The Principal invites all service providers whose experts are included in the same Field of expertise, to implement an assignment by sending an Assignment order (as specified in Draft Assignment order - Annex No. 3);
- 3.4.2. After receiving such invitation, within 5 business days the Service provider shall respond by sending its proposal to implement an assignment. Failing to respond to the invitation within the required time period shall be considered as rejection to participate in a mini-competition;
- 3.4.3. Mini-competition proposals received from all service providers are evaluated and ranked. The most economically advantageous proposal shall be awarded for the implementation of an assignment;
- 3.4.4. The Principal shall inform about the results of mini-competition only those service providers who sent the proposals;
- 3.4.5. Service provider with most economically advantageous proposal shall be invited to accept the assignment order. After this invitation to implement an assignment (including corresponding Assignment order) is accepted by the Service provider, the conditions set in the Assignment order and proposal of mini-competition become binding to the Parties.
- 3.5. The Assignment order shall include details of the services to be carried out by the Service provider (as specified in Draft Assignment order - Annex No. 3), i.e. required Field of expertise, estimated workload, starting date, deadline etc.
- 3.6. The Principal reserves the right not to directly award the Service provider with Assignment order nor to invite the Service provider to participate in a mini-competition based on the failure to deliver services of previous Assignment order within the deadline set in thereof.
- 3.7. The Service provider has a right to reject Principal's invitation to implement an assignment only in exceptional cases related to the availability of an expert involved, or when the Service provider envisages that the implementation of a particular Assignment order would result in a conflict with requirements set in the Framework agreement. The decision of the Service provider to reject the Principal's invitation to implement an assignment shall be provided in writing by stating the actual reasons for such decision.

4. PERFORMANCE OF THE AGREEMENT

- 4.1. The Service provider must perform the Agreement in compliance with its provisions and all legal obligations under applicable EU, international and national law.
- 4.2. The Service provider must fully implement the assignments set in a particular Assignment order, within the set deadlines and to the highest professional and ethical standards.
- 4.3. The Service provider shall carry out the tasks, prepare and provide all documents, reports, minutes of the meetings and any other information material (i.e. provide Deliverables²¹) specified in an Assignment order.
- 4.4. The Principal reserves the right to ask the Service provider (or its corresponding expert) to provide an intermediate results (deliverables) of Assignment order in short notice, in order to check the progress of the implementation of an Assignment order. The Service provider (or its corresponding expert) within the short notice period shall provide the Principal with the information, status of the progress including proof of the thereof, such as intermediate documentation, reports, etc. This confirmation does not mean the implementation of any additional assignments (reports etc.), rather confirming the progress of the implementation of Assignment order. Failing to do so within the short notice period or by providing the information that it is obvious for the Principal that assignment would not be completed within specified time

²¹ Definition "Deliverables" shall cover all tasks (including, but not limiting to, actions and information material) to be carried out by the Expert in order to fully implement the corresponding Assignment order.

in Assignment order, the Principal reserves the right to cancel the implementation of Assignment order and proceed with the procedures for terminating the Agreement.

- 4.5. As a part of Deliverables, the Expert shall prepare information material in a fully comprehensive and understandable²² way, by providing explicit and full source details (initial information, evidences etc.) used for the analysis and provision of Deliverables. The Deliverables shall include detailed explanation of methods employed that lead to the solutions delivered by the Expert.
- 4.6. The Principal shall have no responsibility over any content of Deliverables provided by the Expert.
- 4.7. Approval of the Deliverables (by issuing Deliverables' taking-over certificate according to the draft in Annex No. 4) of the corresponding Assignment order by the Principal shall not mean the approval of the outcome results (reports, summary, advice, decisions etc.) delivered by the Expert. Expert shall bear full responsibility of the Deliverables provided by him/her.

5. RIGHTS AND OBLIGATIONS

- 5.1. The Service provider shall be responsible for the availability of its experts implementing particular Assignment orders.
- 5.2. The Service provider shall be responsible for ensuring that its experts included in the Agreement fulfil the requirements thereof as long as it comes to experts' responsibility.
- 5.3. The Expert shall remain fully responsible for the results (including Principal's losses incurred due to such results) of its services after the completion of an Assignment order. Any additional expenses arisen due to the correction of the unacceptable outcome results shall be covered solely by the Service provider. The Principal reserves the right to request the Expert to correct the results of its services regardless whether it is necessary during the implementation of an Assignment order or after it was completed and approved.
- 5.4. No subcontracting in any kind or form is allowed for an Assignment order. Only the Expert specified in an Assignment order is allowed to implement the tasks defined therein.
- 5.5. The Service provider must keep records and other supporting documentation (original supporting documents) as evidence that the contract is performed correctly and the expenses were actually incurred. These must be available for review upon the Principal's request.
- 5.6. The Principal is obliged to pay for the services of the Service provider in accordance with the Contract and based on the approved Deliverables of the Expert pursuant to the payment request.

6. PAYMENTS

- 6.1. Service provider must make a request for payment to obtain its remuneration for services and reimbursement of expenses agreed in the Agreement. After acceptance of Deliverables by the Principal, within 30 calendar days, the Service provider must submit the payment request.
- 6.2. The Principal shall make the payment after 30 calendar days from the date on which the Principal receives properly prepared payment request on the accepted Deliverable.
- 6.3. The Principal may suspend the payment at any time if:
 - 6.3.1. the Deliverable is not accepted by the Principal;
 - 6.3.2. payment request supporting documents are missing;
 - 6.3.3. the payment request is incorrect;
 - 6.3.4. the Principal has to make further checks to verify details of payment request.

²² The information provided in the Deliverables shall be understandable to the average-level engineer with no particular experience in a specific topic concerned.

- 6.4. The Principal shall reject the payment request (parts of) if it does not fulfil the conditions of the Contract.
- 6.5. The Principal may reduce the fee if the expert is in breach of any of its other obligations under the Contract (including unsatisfactory implementation of any Assignment orders). The Principal must formally notify the expert of its intention, include the reasons why, and invite the Service provider to submit any observations within 30 days of receiving notification. If the Principal does not accept these observations, it will formally notify confirmation of the rejection or reduction.
- 6.6. Payments are subject to the Principal's approval of Deliverable(s) or report(s), and of the payment request(s). Approval does not mean recognition of compliance, authenticity, completeness or correctness of content.
- 6.7. The Principal may at any point suspend the payment deadline, if a request for payment cannot be processed because it does not comply with the Contract's provisions. The Principal must formally notify the Service provider of the suspension and the reasons for it. After the condition for suspending the payment deadline is mitigated, the suspension will be lifted — and the remaining payment period will resume.
- 6.8. If the payment deadline has been suspended due to the non-compliance with the Contract's conditions and the Service provider fails to rectify the outcome of the corresponding Assignment order within the reasonable period of time, the Principal may also terminate the Contract.
- 6.9. In the event of failure by the Service provider to meet any deadline and/or supply any Deliverable by the date stipulated in the particular Assignment order, the amount of fee payable by the Principal to the Service provider under the corresponding Assignment order with respect to the relevant time period shall be reduced by 0.1 % of the amount of such fee for each day of delay.
- 6.10. Payments will be made in euros.

7. REIMBURSEMENT OF TRAVEL EXPENSES AND DAILY ALLOWANCE

- 7.1. The Principal shall reimburse the travel expenses incurred by the Service provider during the provision of services only in the following cases:
- 7.1.1. travel expenses are indicated and agreed in the corresponding Assignment order;
 - 7.1.2. travel expenses incurred for the implementation of the corresponding Assignment order;
 - 7.1.3. travel expenses are justified by documents.
- 7.2. In case the Principal for the implementation of a particular Assignment order requires the Expert to travel from his/her place of residence or Service provider's office (whatever is applicable) for more than 200 km one way, the Principal shall reimburse incurred travel²³ expenses and pay daily allowances (only when the implementation of an assignment requires overnight stay) for the Expert included in a particular Assignment order.
- 7.3. For the implementation of a particular Assignment order where traveling is included, Expert shall ensure average level economical travel and accommodation expenses.
- 7.4. The following travel expenses are subject to reimbursement:
- 7.4.1. Less than 400 km one way distance bus travel;
 - 7.4.2. Less than 400 km one way distance second-class rail travel;
 - 7.4.3. More than 400 km one way distance economy class air travel;

²³ The point of departure shall be limited to the location in Europe.

7.4.4. A travel expense (a return ticket) shall not exceed 500 EUR. Travel expense exceeding 500 EUR on return ticket will be reimbursed at 500 EUR max.

7.5. In case of assignments where an overnight stay is included the Principal shall pay the daily allowance according to the following rates depending on the country of assignment execution²⁴:

Destination	Daily allowance (EUR)	Destination	Daily allowance (EUR)
Austria	225	Italy	230
Belgium	232	Latvia	211
Bulgaria	227	Lithuania	183
Croatia	180	Luxembourg	237
Czech Republic	230	Malta	205
Cyprus	238	Netherlands	263
Denmark	270	Poland	217
Estonia	181	Portugal	204
Finland	244	Romania	222
France	245	Slovak Republic	205
Germany	208	Slovenia	180
Greece	222	Spain	212
Hungary	222	Sweden	257
Ireland	254	United Kingdom	276

7.6. The daily allowance is a flat rate to cover expenditure, including accommodation, meals, local transport, sundry expenses, as well as accident insurance.

7.7. The Principal reserves the right to suspend (by providing reasonable grounds) the reimbursement of travel payments in the following situations:

7.7.1. Traveling costs incurred are clearly higher than the average level of travel and costs of the corresponding region, country or city;

7.7.2. Costs incurred are not related to the implementation of a particular assignment order;

7.7.3. Costs include additional expenses not related to the implementation of a particular assignment order.

7.8. Upon agreement in a corresponding Assignment order, the Principal shall consider the reimbursement of the following additional expenses incurred by the Service provider:

7.8.1. Costs for renting the measurement equipment, carrying out laboratory investigations required to implement the corresponding Assignment order;

7.8.2. Expenses incurred as a result of special instructions specified in the corresponding Assignment order, in justified cases, on presentation of supporting documents.

7.9. Unless otherwise agreed in an Assignment order, the point of departure shall be either official address of the Service provider (specified in the Agreement) or residence address of the Expert included in the corresponding Assignment order.

8. OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS)

8.1. The Principal will fully and irrevocably acquire the ownership of the results under this Agreement including any rights in any of the results listed in this Agreement, including copyright and other

²⁴ Based on the rates provided in <https://ec.europa.eu/europeaid/node/116255>

intellectual or industrial property rights, and all technological solutions and information contained therein, produced in performance of the Agreement.

- 8.2. The Principal will acquire all the rights from the moment the Deliverables (results) are delivered by the Service provider.

9. TECHNICAL, LEGAL AND FINANCIAL CHECKS AND AUDITS

- 9.1. By giving a written notice 5 (five) business days in advance, but in case of an unannounced check or audit without an advance notice, the Principal may carry out technical, legal and financial checks and audits in relation to the implementation of the Agreement.
- 9.2. Checks and audits may be carried out either directly by the authorized staff of the Principal or by any other outside body authorised to do so on Principal's behalf.
- 9.3. Information and documents obtained in the framework of checks or audits shall be treated on a confidential basis. Principal shall ensure that its staff and any outside body authorised by the Principal be bound by the confidentiality obligation.
- 9.4. Service provider shall provide to the performer of the check or audit or any other outside body authorised access to all the information and documents, including information in electronic format, which is requested by the performer of the check or audit or any other outside body authorised for the performance of the check or audit and which relates to the implementation of the Agreement, as well as shall allow the performer of the check or audit or any other outside body authorised by it copying of the information and documents with due respect to the confidentiality obligation.

10. ON-THE-SPOT VISITS

- 10.1. By giving a written notice 5 (five) business days in advance, but in case of an unannounced check without an advance notice, the Principal may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out.
- 10.2. On-the-spot visits may be carried out either directly by the authorised staff of the Principal or by any other outside body authorised to do so on behalf of the Principal. Information provided in the framework of on-the-spot visits shall be treated on confidential basis. The Principal shall ensure that any outside body authorised shall be bound by the confidentiality obligation.
- 10.3. Service provider shall provide to the performer of the on-the-spot visit or any other outside body authorised access to all the information and documents, including information and documents in electronic format, which is requested by the authorised staff of the performer of the on-the-spot visit or any other outside body authorised for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorised staff of the performer of the on-the-spot visit or any other outside body authorised copying of the information and documents, with due respect to the confidentiality obligation.
- 10.4. By virtue of Council Regulation (Euratom, EC) No 2185/961 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU) No 883/20132 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, OLAF findings may lead to criminal prosecution under national law.

11. TERMINATION OF THE AGREEMENT

- 11.1.** If either party breaches the Agreement, the other may terminate the Agreement if the breaching party does not cure the breach within 20 (twenty) business days of written notice of same. Termination shall be without prejudice to any rights which may have been accrued to either party before termination.
- 11.2.** The Principal reserves the right to terminate the Agreement within 10 (ten) business days after sending a written notice to the Service provider to rectify poor Deliverables due to the following reasons and Service provider fails to rectify the Deliverables within a period set.:
- 11.2.1. The Service provider has committed substantial errors, irregularities or fraud, or is in serious breach of its obligations under the procurement procedure or under the Agreement, including false declarations and obligations relating;
- 11.2.2. The Service provider breaches conditions of the Agreement;
- 11.2.3. Expert poorly performs his/her tasks defined in the corresponding Assignment order.
- 11.3.** The Principal reserves the right to terminate the Agreement for the reasons when services of the Service provider are no longer required.
- 11.4.** The Principal reserves the right to terminate a particular Assignment order for the reasons when services specified thereof are no longer required. In such a case the costs incurred by the Service provider up to the notification of the termination of an Assignment order are subject to the reimbursement by the Principal.

12. FORCE MAJEURE

- 12.1.** 'Force majeure' means any situation or event that:
- prevents either Party from fulfilling their obligations under the Agreement;
 - was unforeseeable, exceptional and beyond the Parties' control;
 - was not due to error or negligence on their part (or on the part of third parties involved in implementing the action (see Article 6)); and
 - proves to be inevitable in spite of exercising due diligence.
- 12.2.** A force majeure must be immediately and formally notified to the other Party.
- 12.3.** Notification must include details of the situation's nature, likely duration and expected effects.
- 12.4.** The Party faced with a force majeure will not be held in breach of its Agreement obligations if the force majeure has prevented it from fulfilling them.

13. COMMUNICATION BETWEEN THE PARTIES

- 13.1.** Communication under the Agreement (e.g. information, requests, submissions, formal notifications, etc.) must:
- be carried out in English;
 - be carried out between the contact persons specified in the corresponding Assignment order;
 - be made in writing (including electronic form); and
 - bear the Agreement's and Assignment order's number.
- 13.2.** During the implementation of the Assignment order, the communication via e-mail shall be executed between the persons indicated in the corresponding Assignment order. Additionally, all copies of those e-mail messages shall be sent also to Parties' e-mail addresses specified in the Agreement.

- 13.3. Communications by e-mail are deemed made when they are sent by the sending Party and receipt is confirmed by the receiving Party, unless the sending Party receives a message of non-delivery. Sending Party is responsible to get the confirmation that a message (with all its contents) sent via e-mail was received.

14. EXPERT CHANGE

- 14.1. Only in exceptional cases Experts included in the Agreement can be replaced by signing an amendment to the Agreement.
- 14.2. The proposed Expert's qualifications must be equivalent or better than the replaced Expert. The hourly rate of the proposed Expert must be the same as the one of the replaced Expert.
- 14.3. The Principal reserves the right to request the Service provider to replace an expert in case of any of the following reasons:
- 14.3.1. repeated careless performance of duties;
 - 14.3.2. incompetence or negligence;
 - 14.3.3. non-fulfilment of obligations or duties stipulated in the Agreement;
 - 14.3.4. poor knowledge of English language (unsatisfactory presentation, writing skills in English);
 - 14.3.5. termination of employment relations with the Service provider.
- 14.4. Failing of the Service provider to propose another expert with equivalent or better qualifications within 10 (ten) business days period might lead to the termination of the Agreement.
- 14.5. The Principal shall approve or reject the replacement of an expert as soon as possible, but no later than within 5 (five) business days after the receipt of all information and documents necessary for a decision in accordance with the provisions in this Agreement.

15. CONFIDENTIALITY

- 15.1. Each Party undertakes to keep confidential the terms and conditions of the Agreement and not to use or disclose any and all information of any kind or nature whatsoever, whether written or oral or whatsoever form, including, but not limited to, financial information, trade secrets, customer lists, any and all information and documents related to the negotiations and the subsequent performance of the Agreement between the Parties, which is not known to the general public (hereinafter - **Confidential Information**).
- 15.2. A Party has the right to disclose Confidential Information only if it is explicitly required to do so by law or pursuant to any order of court or other competent authority or tribunal or if such disclosure has been agreed by the other Party in writing.
- 15.3. The Principal reserves the right to request the Expert to sign a confidentiality agreement for the implementation of a particular Assignment order.
- 15.4. The confidentiality obligation shall not expire in time.

16. EXPERTS' INDEPENDENCE AND ABSENCE OF CONFLICT OF INTEREST

- 16.1. Experts are expected to ensure that their agreement and professional obligations in particular with regard to confidentiality, independence and absence of conflict of interests are well understood and upheld throughout and after any assignment implementation.
- 16.2. Experts during the implementation of the particular Assignment order shall remain independent from any activities of other parties, companies, or organisations whatsoever directly or indirectly

taking a part in the implementation of Rail Baltica project, and shall avoid any legally binding relations or any other kind of relations with thereof.

- 16.3. During the provision of services, Experts shall provide independent view based on their expertise, education and experience. Experts cannot show nor indicate any opinion linked to a particular supplier, company, organisation, institution whatsoever.
- 16.4. No representation of any region, country, company, personal interests shall be shown by the Experts, only professional and independent attitude.
- 16.5. Experts shall provide services not as representatives of any company, organisation or institution (regardless their past, current and possible future employment or participation in thereof) but independently, ensuring that it is fully assured in terms of their current situation of professional activities.

17. VISIBILITY REQUIREMENTS

17.1. The Service provider is obliged to comply with the following visibility requirements:

17.1.1. Any reports, brochures, other documents or information connected with Services which the Service provider produces and submits to the Principal, the Beneficiary, any other third person or makes publicly available must include the following:

- (i) a funding statement stating that Services is the recipient of the funding from the CEF: "Rail Baltica is co-financed by the European Union's Connecting Europe Facility";
- (ii) (for printed materials) a disclaimer releasing the European Union from any liability in terms of the content of the dissemination materials: "The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein." This disclaimer in all European Union official languages can be seen at the website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>;
- (iii) the European Union flag.

17.1.2. Requirements set in Sections 17.1.1(i) and 17.1.1(iii) can be fulfilled by using the following logo:



Co-financed by the European Union
Connecting Europe Facility

If the Service provider shall use this logo, the Service provider shall ensure that elements of the logo will not be separated (the logo will be used as one whole unit) and enough free space around the logo shall be ensured;

17.1.3. The Service provider is obliged to comply with the latest visibility requirements set by the European Union. For that purpose, the Service provider shall follow the changes in the visibility requirements on its own. On the date of conclusion of this Agreement the visibility requirements are published on the following website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>.

18. MISCELLANEOUS

- 18.1. The Agreement is done in two copies in English.
- 18.2. Any amendments to the Agreement shall be valid if made in writing and signed by the respective authorized persons of both Parties. Any amendments must not make changes to the Agreement

that might alter the initial conditions of the procurement procedure or result in unequal treatment of tenderers participated in this procurement.

- 18.3. If at any time, any clause of the Agreement becomes illegal, invalid or unenforceable, in any respect, under the applicable law, neither the legality, validity nor enforceability of the remaining provisions of the Agreement shall in any way be affected or impaired thereby. The Parties shall, in good faith, utilize their best efforts to replace any illegal, invalid or unenforceable clause with such that is legal, valid and enforceable and comes as close as possible to the invalid clause as regards its economic intent.
- 18.4. The Principal cannot be held liable for any damage caused or sustained by the Service provider or a third party during or as a consequence of performing the Agreement, except in the event of the Principal's wilful misconduct or gross negligence.
- 18.5. The Agreement shall be governed by the substantive law of the Republic of Latvia, excluding the application of its conflict of law rules.
- 18.6. Any dispute, controversy, or claim arising out of or in connection with the Agreement, or the interpretation, execution, performance, breach, termination or (in)validity thereof, shall be settled in the courts of Latvia.

19. ANNEXES

(to be added after procurement results)

Annex No. 1 – Terms of reference;

Annex No. 2 – Tenderers' Proposal (Expert applications) on [●] pages;

Annex No. 3 – Draft Assignment order on 1 page

Annex No. 4 – Draft Deliverables' taking-over certificate on 1 page

SIGNATURES

For the Service provider:

For the Principal:

ASSIGNMENT ORDER (CONTRACT) NO. [●]

Date [●]

FOR THE PROVISION OF EXPERT SERVICES

This Assignment order has been entered into pursuant to the Framework agreement No [●] for the provision of expert services between

RB Rail AS, a company organized and existing under the laws of Republic of Latvia, registry code 40103845025, registered address Krišjāņa Valdemāra iela 8-7, Riga LV-1010, Republic of Latvia (hereinafter: the **Principal**), represented by [position] [name], and
a company [●] organized and existing under the laws of [country], registry code [●], registered address [●] (hereinafter: **Service provider**), represented by [position] [name],

for providing of the Assignment order by the Service provider to the Principal on the following conditions:

1. Name of the expert to implement Assignment order: [●]
2. Assignment order is covered in the following Field of expertise: [●]
3. Description of the Assignment order and the desired result: [●].
4. Form/output of the deliverables: [●].
5. Timeline/deadline for implementing the Assignment order: [●].
6. Contact person(s) for the Principal: [●].
7. Contact person(s) for the Service provider: [●].
8. Work load (in hours) and sum of fee in total (exclusive of VAT) for implementing expert services of Assignment order: [●].
9. Out-of-pocket costs: [●].
10. Reimbursement of additional expenses: [●].
11. Payment: According to the Framework Agreement for Expert Services.
12. No Conflict of Interest: Expert appointed to implement Assignment order confirms having no Conflict of Interests in the meaning of the requirements specified in Section 16 of the Agreement for the provision of expert services regarding the above described Assignment order.
13. Governance: This Assignment order supplements, forms part of and is subject to the Agreement for the provision of expert services. All provisions contained in the Agreement thereof govern this Assignment order. In the event of any inconsistency between the provisions of the Agreement for the provision of expert services and this Assignment order, this Assignment order shall prevail.
14. Other terms: [●].

RB Rail AS

[Service provider]

[Expert]

DELIVERABLES' TAKING-OVER CERTIFICATE

This Certificate has been executed on [Date] by and between:

[●] registration number: [●] address: [●] hereinafter referred to as "the Principal", on the one part,
and

[●] registration No. [●] with legal address: [●] hereinafter referred to as "the Service provider", on the other
part,

hereinafter together referred to as the "Parties",

whereas:

1. on [Date] the Parties entered into the Framework Agreement agreement No. [●](hereinafter – the "Agreement");
2. on [Date] the Service provider accepted to implement the Assignment order No. [●](hereinafter – the "Assignment order");

sign this Taking-Over Certificate confirming the following:

1. Service provider provided services in accordance with the Agreement;
2. Service provider completed all tasks stipulated in the Assignment order;
3. This statement comes into force upon its signing by both Parties.
4. This statement forms an integral part of the Agreement and shall be governed by provisions of the Agreement. Unless the context requires otherwise, all terms used in this statement have the same meaning as in the Agreement.

On behalf of Principal

[..]
Authorised representative

Date: _____

On behalf of the Service provider

[..]
Authorised representative

Date: _____