

PROCUREMENT

REGULATIONS

“Executive Search Services”

(IDENTIFICATION NO RBR 2018/20)



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1. GENERAL INFORMATION

- 1.1. The identification number of this procurement is No RBR 2018/20.
- 1.2. The applicable CPV code is: 79600000-0
- 1.3. The contracting entity is joint stock company RB Rail AS, legal address: Kr. Valdemāra iela 8 - 7, Rīga, LV-1010, Latvia (hereinafter – Contracting authority).
- 1.4. This procurement is organised in accordance with Section 9 of the Public Procurement Law of Latvia in effect on the date of publishing the Contract notice. The estimated service contract price is higher or equal 10 000 EUR, but lower than 42 000 EUR.
- 1.5. The procurement regulation and all its annexes are freely available at the Internet webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 1.6. Answers to Contractors' questions shall be published on the Contracting authority's Internet webpage <http://railbaltica.org/tenders/>. It is the Contractor's responsibility to constantly follow the information published on the webpage and to take it into consideration in its proposal.
- 1.7. Contact persons of the Contracting authority for this procurement:
 - (a) In administrative aspects of the procurement: Lead Procurement specialist Mārtiņš Blaus, telephone: +371 28118533, e-mail address: martins.blaus@railbaltica.org, procurement@railbaltica.org;
 - (b) In aspects concerning subject-matter of Procurement: Head of Administration and HR Vija Vītola, telephone: +371 29230079, e-mail address: vija.vitola@railbaltica.org.
- 1.8. The procurement commission and the Contractor exchange information in writing in English, by sending documents by post, electronically or by delivering in person.
- 1.9. The Contractor can request additional information regarding the Regulation. Additional information can be requested in writing, by sending it to the procurement commission by post or electronically to e-mail address specified in Clause 1.7.(a), 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 4 (four) days prior to the deadline for proposal submission. The procurement commission shall provide additional information within 3 (three) business days from the day of receipt of the request.
- 1.10. The Contractor covers all expenses, which are related to the preparation of the Proposal and its submission to the Contracting authority. The submitted proposals are not returned to the Tenderer, unless specifically envisaged in the Regulations.

2. THE RIGHTS OF THE PROCUREMENT COMMISSION

- 2.1. The procurement commission has the right to demand at any stage of the procurement that the Tenderer submits all or part of the documents which certify Tenderer's compliance to the requirements for the selection of tenderers. The procurement commission does not demand such documents or information which is already at its disposal or is available in public data bases.
- 2.2. If the Tenderer submits document derivatives (e.g. copies), then in case of doubt about the authenticity of the submitted document derivation the procurement commission can demand that the Tenderer shows the original documents.
- 2.3. In the course of proposal assessment the procurement commission has the right to demand that the information included in the proposal is clarified.

3. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

- 3.1. The procurement commission ensures the documentation of the process of the procurement procedure.
- 3.2. The procurement commission ensures free and direct electronic access to the procurement procedure documents at the Internet webpage of the Joint-Stock Contracting authority RB Rail AS <http://railbaltica.org/tenders/>.
- 3.3. If an interested Tenderer has in a timely fashion in writing by post or electronically, or delivering in person, requested additional information about the requirements included in procurement procedure documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the procurement commission provides a response electronically (if the Contractor has requested that the answer be given electronically or if it is impossible to send the response by fax) within 3 (three) business days, but not later than 4 (four) days before the deadline for submitting proposals. Simultaneously with sending this information to the Contractor who had asked the question, the Contracting authority publishes this information on its Internet webpage <http://railbaltica.org/tenders/>, where procurement procedure documents are available, indicating the question asked.
- 3.4. If the Contracting authority has amended the procurement procedure documents, it publishes this information on the Contracting authority's Internet webpage <http://railbaltica.org/tenders/>, where procurement procedure documents are available.
- 3.5. The exchange and storage of information is carried out in such a way that all data included in the Proposals is protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for their submission. In time between the day of the submission of Proposals till the moment of opening thereof the Contracting authority does not disclose information

regarding the existence of other Proposals. In the time period of Proposal assessment till the moment of the announcement of the results the Contracting authority does not disclose information regarding the assessment process.

- 3.6. The procurement commission assesses the Tenderers and their submitted Proposals based on the Public Procurement Law, procurement procedure documents, as well as other regulatory enactments.
- 3.7. If the procurement commission determines that the information about the Tenderer, its subcontractors and persons upon whose capabilities the Tenderer is relying that is included in the submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies or expands the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required in order to prepare and submit such information. If the procurement commission has demanded to clarify or expand upon the submitted documents, but the Tenderer has not done this in accordance with the requirements stipulated by the procurement commission, the procurement commission is under no obligation to repeatedly demand that the information included in these documents be clarified or expanded upon.

4. THE RIGHTS AND OBLIGATIONS OF THE TENDERER

- 4.1. The rights of the Tenderer:
 - 4.1.1. The Tenderer can request and within 3 (three) business days after submitting the request receive a copy of the Proposal opening sheet, which is an Annex to the Proposal opening meeting minutes;
 - 4.1.2. If the Contracting authority gets the necessary information about the Tenderer directly from a competent institution, through data bases or other sources, the Tenderer in question has the right to submit a statement or a different document regarding the corresponding fact, if the information obtained by the Contracting authority does not conform to the factual situation;
 - 4.1.3. If a Tenderer believes that its rights have been violated or such violation is possible due to possible violation of the regulatory enactments of the European Union or other regulatory enactments, the Tenderer has the right to submit a complaint to the Administrative court according to the procedure stipulated in the Public Procurement Law and Administrative Procedure Law regarding the Tenderer selection requirements, technical specifications or other requirements relating to this procurement, or relating to the activities by the Contracting authority or the procurement commission during the procurement procedure.
- 4.2. The obligations of the Tenderer:
 - 4.2.1. to prepare the Proposal in accordance with the requirements of the Regulations;

- 4.2.2. to provide true and accurate information about its qualification and the Proposal;
- 4.2.3. to provide answers to the inquiries of the Commission regarding additional information that is necessary for the selection of the Tenderers, within the time limits specified by the Commission;
- 4.2.4. to cover all costs that are related to the preparation and submission of the Proposal;
- 4.2.5. until the end of the deadline for submission of the Proposal, to follow the information about the process of the procurement on the webpage of the Contacting authority <http://railbaltica.org/tenders/> taking into account the fact that the Contacting authority ensures free and direct electronic access to the documents of the procurement.

5. SUBJECT-MATTER OF THE PROCUREMENT

- 5.1. Contractor shall undertake the assignment for the search of candidates for the joint venture RB Rail AS Chief Executive Officer, Chairperson of the Management Board position in in Estonia, Lithuania, Latvia, Finland and Poland. For detailed description of services required by subject-matter please see Specification (Annex No 4).
- 5.2. The place for the delivery of the services: Riga, Latvia.
- 5.3. The Tenderer can submit proposal for the entire volume of the procurement.
- 5.4. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal shall be submitted, the Proposal will not be reviewed.

6. TENDERER

- 6.1. The proposal can be submitted by:
 - 6.1.1. A Contractor, who is a legal or natural person (hereinafter – Tenderer) and who complies with the selection criteria for tenderers;
 - 6.1.2. A group of Contractors (hereinafter also – Tenderer, partnership) which complies with the selection criteria for tenderers:
 - (a) a group of Contractors who have formed a partnership for this particular procurement. In this case all the members of the partnership shall be listed in Annex 1 "Application". If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract, the partnership shall at its discretion either enter into a partnership Contract (within the meaning of Latvian Civil Law Sections 2241-2280) and shall submit one copy of this Contract to the Contracting authority or establish a general or limited partnership (within the meaning of Latvian Commercial Law, Chapter IX and X) and notify the Contracting authority in writing;

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

7. SELECTION CRITERIA FOR TENDERERS

- 7.1. Exclusion grounds. Non existence of exclusion grounds will be verified only to the Tenderer to whom the rights to enter the procurement Contract would be awarded. The Contracting authority shall exclude the Tenderer from further participation in the procurement in any of the following circumstances:

No	Requirement	Documents to be submitted (<i>no obligation to submit documents, unless specifically requested by the procurement commission</i>)
7.1.1.	Tenderer's insolvency proceedings have been announced, the Tenderer's business activities have been suspended, the tenderer is under liquidation.	<ul style="list-style-type: none"> - For a Tenderer which is registered in Latvia, the Contracting Authority shall verify the information itself by using the information system laid down by the Cabinet of Ministers. - For the Tenderer, which is registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country of registration or residence of non existence of such cases of exclusion.
7.1.2.	It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the procurement contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions exceeding 150 euro in total in any of the countries.	<ul style="list-style-type: none"> - For a Tenderer which is registered in Latvia, the Contracting Authority shall verify the information itself by using the information system laid down by the Cabinet of Ministers. - For the Tenderer, which is registered or residing outside of Latvia the Tenderer should submit an appropriate statement from the competent authority of the country

No	Requirement	Documents to be submitted (<i>no obligation to submit documents, unless specifically requested by the procurement commission</i>)
		of registration or residence of non existence of such cases of exclusion.
7.1.3.	<p>A person who drafted the procurement procedure documents (Contracting authority's official or employee), procurement commission member or expert is related to the tenderer, or is interested in selection of some tenderer, and the Contracting authority cannot prevent this situation by measures that cause less restrictions on 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:</p> <ul style="list-style-type: none"> - If he or she is a current or and ex-employee, official, shareholder, procure 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; 	<ul style="list-style-type: none"> - No obligation to submit documents, unless specifically requested by the procurement commission.

No	Requirement	Documents to be submitted (<i>no obligation to submit documents, unless specifically requested by the procurement commission</i>)
	<ul style="list-style-type: none"> - or if he or she is a relative of a Tenderer or a subcontractor which is a natural person. <p>If the tenderer is a partnership, consisting of natural or legal persons, a relation to the tenderer is presumed also if a person who drafted the procurement procedure documents (Contracting authority's official or employee), procurement commission member or expert is related to a member of a partnership in any of the above mentioned ways.</p>	
7.1.4.	The Tenderer is offshore ¹ legal entity or association of persons.	<ul style="list-style-type: none"> - For a Tenderer which is registered in Latvia, the Contracting Authority shall verify the information itself by using the information system laid down by the Cabinet of Ministers or by using publicly available databases; - if the Tenderer is a joint stock company registered in Latvia, Tenderer additionally shall submit self – declaration which approves fact that the Tenderer is not is offshore legal entity or association of persons. - For a Tenderer which is registered outside of Latvia the Tenderer shall submit a copy of a valid registration certificate or a similar document

¹ With the assignment of definition "**Offshore**" here and for all references to "Offshore" procurement commission understands: low tax or tax-free country or territory in accordance with Corporate income tax law of the Republic of Latvia except Member States of EEA (European Economic Area) or its territories, Member States of the World Trade Organization Agreement on State Treaties or territories and such countries and territories with which European Union and Republic of Latvia has international agreements for open market in public procurement area.

No	Requirement	Documents to be submitted (<i>no obligation to submit documents, unless specifically requested by the procurement commission</i>)
		issued by a competent authority, wherefrom at least the fact of registration country of the Tenderer can be determined.
7.1.5.	The Tenderer's specified person on whose capabilities the Tenderer relies to certify its compliance with the qualification requirements set out in the notice of the proposed contract or the Regulation, as well as to the members of the partnership, if the applicant is a partnership, are applicable exclusion grounds set in the requirements mentioned above, that is, Clause 7.1.1., 7.1.2. or 7.1.3. of this table.	- The rules for the document submission are set in the Clause 7.1.1., 7.1.2., 7.1.3., if applicable.

7.2. Legal standing and suitability to pursue the professional activity

No	Requirement	Documents to be submitted
7.2.1.	The Tenderer or all members of the partnership (if the Tenderer is a partnership) 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) 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 copy of an identification card or passport. - For a Tenderer (or a member of a partnership, a person on whose abilities a Tenderer relies) which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration

No	Requirement	Documents to be submitted
		<p>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.</p> <ul style="list-style-type: none"> - If a proposal is submitted by a partnership, the Proposal shall include an Contract (or letter of intention to enter into Contract) signed by all members on the participation in the procurement, which lists responsibilities of each and every partnership members and a joint commitment to fulfil the procurement contract, and which authorises one key member to sign the proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made. - If the Proposal or any other document, including any Contract, 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 Contracts etc.) must be included.
7.2.2.	The representative of the Tenderer who has signed the proposal documents has the right of signature, i.e., it is an official having the right of	<ul style="list-style-type: none"> - the document confirming the right of signature (representation) of the representative of the Tenderer who signs the proposal. If the Tenderer submits a power of

No	Requirement	Documents to be submitted
	signature or a person authorized by the Tenderer.	attorney (original or a copy certified by the Tenderer) there shall be additionally submitted document confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer.

7.3. Technical and professional ability

No	Requirement	Documents to be submitted
7.3.1.	The Tenderer within the previous 5 (five) years (2013, 2014, 2015, 2016, 2017 including 2018 until the date of submission of the Proposal), has successfully provided Executive search services based on competence assessment for top level management (i.e. Head of the organization, Board member, Chief Executive Officer) with the materially similar methodology as stated in Technical Specification (Annex No 4) for large size international/cross border organizations related to infrastructure and/or transport sector and by sourcing candidates in the area of all three Baltic countries, and EU.	- Filled in and signed Annex 2 with a list of successful assignments (only completed contracts can be used for reference purposes).
7.3.1.1	In provision of recruitment services provided in-depth assessment of candidates' competencies by a broad methodology that includes various tools such as analytical tasks, psychometric personality and/or ability tests, motivation and competence interviews.	
7.3.2.	The Tenderer shall involve for the provision of the services a Project manager with the following qualification: a) master's degree or equivalent in business administration, psychology or HR	- Information about project manager, filled in Annex 3 signed by the relevant person.

No	Requirement	Documents to be submitted
	<p>b) fluent English language skills in communication, presentation, negotiation (at least C2 Level – based on Common European Framework of Reference for Languages²) and report writing (C2 Level – based on Common European Framework of Reference for Languages).</p> <p>c) within the previous 5 (five) years (2013, 2014, 2015, 2016, 2017 including 2018 until the date of submission of the Proposal) had project manager's experience in 10 (ten) projects of the executive search services where provided recruitment of at least one top-level (Head of the organization, Chief Executive Officer, Board member) strategic management position in each project.</p>	
7.3.3.	The Tenderer shall have representation (i.e. offices, affiliates, branches) in all three Baltics countries.	- List with Information about representation in Baltic Countries, naming Company name registration number, address, e-mail, telephone number, name of the contact person, phone number of the contact person.

7.4. 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 submission of documents. Notices and other documents, which are issued by foreign competent institutions, are accepted and recognized by the procurement commission, if they are issued no earlier than 6 (six) month prior to the date of submission of documents, if the issuer of the notice or document has not set shorter period of validity.

7.5. If the documents, with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 7.1, are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or a person on whose

² see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>

capabilities the Tenderer relies before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence).

8. RELIANCE ON THE CAPABILITIES OF OTHER PERSONS

- 8.1. For the fulfilment of the specific contract, in order to comply with the selection requirements for the Tenderers relating to the technical and professional ability (including regarding the team of experts), the Tenderer may rely upon the capabilities of other persons, regardless of the legal nature of their mutual relationship. In this case:
 - 8.1.1. The Tenderer indicates in the Proposal all persons upon whose capabilities it relies by filling in the table which is attached as Annex 1 and proves to the Contracting authority that the Tenderer shall have available all the necessary resources for the fulfilment of the contract, by submitting a signed confirmation or Contract on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and Contracts on cooperation and passing of resources can be replaced by the Tenderer with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the contract.
 - 8.1.2. Documents on cooperation and passing of resources have to be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil the contract, as well as that during the validity of the Contract the Tenderer will in fact use the resources of such person upon whose capabilities the Tenderer relies.

9. SUBCONTRACTING

- 9.1. The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by filling in the table which is attached as Annex 1.

10. FINANCIAL PROPOSAL

- 10.1. The Financial proposal shall be submitted as part of Annex 1.
- 10.2. The proposed contract price shall be determined in euro without value added tax (hereinafter – VAT).
- 10.3. The proposed contract price is to be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma are indicated, then only the first two decimal places will be taken into account.
- 10.4. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the obligations specified in the Service contract management (Section 6 of the Technical Specification, Annex No 4) .

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

11. EXECUTIVE SEARCH PROPOSAL

- 11.1. Executive search proposal shall contain description of the Technical specification (Annex 4).
- 11.2. Description of the Executive search proposal shall conform with Technical specification as detailed in the Annex 4 and cover at least the following main chapters:
- Understanding requirements of the tender;
 - Proposed methodology for carrying out services;
 - Description of approach for each search phase set out in Section 4 of the Technical specification;
 - Organization of the work, resources (including information about a team of specialists as considered necessary to carry out the required executive search services) and submission of the deliverables.
- 11.3. The Executive search proposal should not exceed more than 8 pages.

12. CONTENTS AND FORM OF THE PROPOSAL

- 12.1. The documents shall be included in the proposal in the following order (hereinafter – Proposal):
- 12.1.1. title page with title "Executive Search Services" No RBR 2018/20", name, address and contact information of the Tenderer;
- 12.1.2. the table of contents with page numeration;
- 12.1.3. application (financial proposal) in accordance with Annex 1;
- 12.1.4. executive search proposal prepared in accordance with Section 11;
- 12.1.5. information and documents in accordance with Annex 2, confirming compliance of the Tenderer with the selection criteria for the Tenderers;
- 12.1.6. information and documents in accordance with Annex 3, confirming compliance of the Tenderer with the selection criteria for the Tenderer's proposed key personnel;
- 12.1.7. List of representations in Baltic Countries (Latvia, Lithuania and Estonia), naming Company name registration number, address, e-mail, telephone number, name of the contact person, phone number of the contact person.
- 12.1.7. information and documents relating to entities on whose capabilities the Tenderer is relying in accordance with Annex 1;
- 12.1.8. information about subcontractors in accordance with Annex 1.

- 12.2. 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.
- 12.3. The Tenderer shall submit a Proposal only for the whole subject matter of the procurement in total.
- 12.4. 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.
- 12.5. The Proposal must be submitted in written form in English. Upon the request from procurement commission Tenderer will have to submit Proposal documents translated in Latvian in period within 2 (two) weeks.
- 12.6. The Tenderer shall submit 1 (one) signed Original, 1 (one) Copy and a digital format (CD/USB format files being in MS Office format or PDF format) copy of the Proposal.
- 12.7. 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.
- 12.8. The Tenderer shall submit Proposal in a glued up envelope, on which it shall be indicated: "Executive Search Services" No RBR 2018/20". Do not open until 28 June 2018 at 10:00 o'clock". And the address: To the RB Rail AS, K. Valdemara iela 8 - 7, Riga, LV-1010. The name, address and telephone number of the Tenderer shall be specified on the envelope.

13. SUBMISSION OF A PROPOSAL

- 13.1. Proposal (documents referred to in the Section 12) shall be submitted personally, by courier or registered mail to the RB Rail AS, K. Valdemara iela 8 - 7, Riga, LV-1010, Latvia by 28 June, 2018 till 10:00 o'clock.
- 13.2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals. In case of amendments, the Tenderer has to clearly indicate on the Proposal that the Proposal is amended by indicating: "AMENDMENTS" in addition to the information mentioned in Section 12.8.
- 13.3. Proposals submitted after the expiry of the deadline for the submission of Proposals shall not be reviewed.

14. OPENING OF PROPOSALS

- 14.1. The opening of Proposals takes place during an open meeting of the procurement commission at 10:00 o'clock on 28 June 2018 at RB Rail AS, K. Valdemara iela 8 - 7, Riga, LV-1010.
- 14.2. The Proposals are opened in order of their submission, by naming the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal.

15. VERIFICATION OF PROPOSALS

- 15.1. Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in The Regulation (Section 12) and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.

16. SELECTION OF TENDERERS

- 16.1. Procurement commission verifies whether the tenderers comply with the selection criteria mentioned in Section 7.2. and 7.3. and selects conformable tenderers.

17. VERIFICATION OF TEHCNICAL PROPOSALS

- 17.1. The Procurement commission verifies whether the submitted Executive search proposals comply with the requirements stipulated in Section 11 and selects for further evaluation the compliant Executive search proposals.

18. VERIFICATION OF FINANCIAL PROPOSALS

- 18.1. The procurement commission verifies whether Tenderers have completed Annex 1 "Application" and in accordance with the requirements stipulated in Section 10.
- 18.2. The procurement commission verifies whether there are any arithmetical errors, whether an abnormally low price Proposal has been received, as well as assesses and compares the Contract prices proposed.
- 18.3. The procurement commission informs the Tenderer whose mathematical errors have been corrected about the correction of mathematical errors and the corrected financial proposal.
- 18.4. When evaluating the financial proposal, the procurement commission takes corrections into account.
- 18.5. 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 price Proposal has been submitted.

- 18.6. The procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low price proposals.

19. CONTRACT AWARD CRITERIA

- 19.1. The Proposal selection criterion is the most economically advantageous proposal, according to the evaluation methodology described in this Section below.
- 19.2. The economically most advantageous Proposal shall be the Proposal which will receive the highest sum of scores for the following criteria:

No	Criteria	Points
a	Quality of the Executive search proposal	40
b	Financial proposal	60
TOTAL:		100

- 19.3. The Procurement Commission shall sum up the points obtained by each Tenderer and the Contract shall be awarded to the Tenderer whose Proposal obtains the highest score.
- 19.4. In case several Tenderers will receive equal scores, the procurement commission will invite representatives of those particular Tenderers and organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, procurement commission will carry out the draw without representatives of Tenderers present.
- 19.5. **Evaluation of the quality of the Executive search proposal**

No	Criteria	Points
Organisation of the work and general methodology for Executive search services		
a.	Outstanding ³ level of detail The Tenderer has produced a clear, structured, influential and well-argued description of their proposal, including the planned service implementation stages, deliverables of each stage, the provision of service methods and methodology, quality assurance, reporting.	40

³ **Outstanding** here and elsewhere means a detailed and well-structured description comprising features which are above or materially meets all the required quality and performance expected from supplier and set out in the Regulations, with many, and/or additional to the ones mentioned in the Technical specification, alternatives analysed, options are substantiated including by taking into account the particular tasks of this particular project.

No	Criteria	Points
	<p>The Proposal includes a detailed description of the planned cooperation and communication with the Client.</p> <p>The Tenderer has provided a detailed Gantt Chart for the implementation of the Executive search services with milestones and dates of deliverables clearly shown.</p> <p>The Executive search proposal provides clear description and evidence of the Tenderer's conformity to each of requirements and their ability to perform all tasks contained within the role. Demonstrates professional ability and experience to provide search in the designated search area.</p>	
b	<p>Good⁴ level of detail</p> <p>The Tenderer has produced a clear, structured and reasonable description of their proposal, including the planned service implementation stages, deliverables of each stage, the provision of service methods and methodology, quality assurance, reporting. The Proposal includes a detailed description of the planned cooperation and communication with the Client.</p> <p>The Tenderer has provided a detailed Gantt Chart for the implementation of the Executive search services with milestones and dates of deliverables clearly shown.</p> <p>The Executive search proposal provides clear description and evidence of the Tenderer's conformity to each of requirements and their ability to perform all tasks contained within the role. Demonstrates professional ability and experience to provide search in the designated search area.</p>	30
c	<p>Satisfactory⁵ level of details</p> <p>The Tenderer has produced a general description without detail of their proposal, on the planned service implementation stages, deliverables of each stage, the provision of service methods and methodology, quality assurance, reporting. The Proposal includes a general description of the planned cooperation and communication with the Client.</p> <p>The Tenderer has provided a general Gantt Chart for the implementation of the Executive search services with milestones and dates of deliverables.</p>	10

⁴ **Good** here and elsewhere means a detailed and structured description, which meets the required quality and performance expected from supplier and set out in the Regulations, with some alternatives analysed and choices substantiated including by taking into account the particular tasks of this particular project.

⁵ **Satisfactory** here and elsewhere means a description, which generally meets the required quality and performance set out in the Regulations but with some minor issues negatively deviating from the Technical specification and limited additional analysis or substantiation including by taking into account the particular tasks of this particular project.

No	Criteria	Points
	The Executive search proposal provides general description and evidence requiring additional clarification of the Tenderer's conformity to each of requirements and their ability to perform all tasks contained within the role. Demonstrates professional ability and experience to provide search in the designated search area.	
d	<p>Insufficient⁶ level of details</p> <p>The Tenderer has failed to produce sufficient information and evidence to demonstrate their understanding of the requirements of the Technical Specification.</p> <p>The Executive search proposal fails to clearly describe the process, deliverables and methodology. There is no clear plan as to how communications with the Client will be carried out.</p> <p>A detailed description of their conformity to each of the categories has not been provided and it is unclear if staff will be able to perform all tasks contained within a role.</p> <p>If Executive search proposal shall obtain Insufficient level of details Proposal shall be considered as incompliant and will be rejected.</p>	0

19.5.1. If the Executive search proposal shall obtain not more than 10 points Procurement commission has the right to exclude proposal from the Procurement by considering Proposal incompliant for execution of services at required quality and scope.

19.6. Evaluation of the Financial proposal

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

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

$$points = \frac{\text{lowest proposed price from the compliant proposals}}{\text{Tenderer's proposed price}} \times 60$$

⁶ **Insufficient** here and elsewhere means a description, which partly meets the required quality and performance set out in the Regulations in some areas but with some major issues negatively deviating from the Technical specification and very limited or no additional analysis or substantiation including by taking into account the particular tasks of this particular project.

20. TENDERER'S CHECK PRIOR TO MAKING THE DECISION REGARDING THE CONCLUSION OF THE CONTRACT

- 20.1. Prior to making the decision about assigning rights to conclude the Contract, the procurement commission performs a check regarding the existence of grounds for exclusion of the Tenderer to whom the rights to enter into contract would be awarded, members of a partnership (if the Tenderer is a partnership) and persons on whose capabilities the Tenderer is relying.

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

- 21.1. The procurement commission selects the Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulation and chooses the Proposal in accordance with the Contract award criteria as described in Section 19.
- 21.2. Within 3 (three) business days from the date of decision about the procurement results the procurement commission informs all the Tenderers about the decision made by sending the information by post or electronically and keeping the evidence of the date and mode of sending the information and insuring free access to the decision made in Internet webpage of the Contracting authority <http://railbaltica.org/tenders/>. The procurement commission announces the name of the chosen Tenderer, indicating:
- 21.2.1. To the rejected Tenderer the reasons for rejecting its Proposal and the reasons for rejecting other Tenderer's Proposals (if any), all Tenderers proposed contract prices and the characterization of the chosen Proposal and its relative advantages;
- 21.2.2. to the Tenderer who has submitted an eligible Proposal, the reasons for rejecting other Tenderer's Proposals (if any), all Tenderers proposed contract prices and the characterization of the chosen Proposal and its relative advantages.
- 21.3. Procurement commission publishes the decision report of the procurement procedure at the Internet webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 21.4. If the public procurement procedure is terminated, the procurement commission within 3 (three) business days simultaneously informs all Tenderers about all the reasons due to which the procurement procedure is terminated, and informs about the deadline within which a Tenderer may submit an application regarding the violations of the public procurement procedure to the Administrative court.
- 21.5. The procurement commission, when informing of the results, has the right not to disclose specific information, if it may infringe upon public interests or if the Tenderer's legal commercial interests or the conditions of procurement would be violated.

- 21.6. The selected Tenderer upon receiving the notification about the procurement results must within 5 (five) business days submit cooperation or partnership Contract if required pursuant to requirements under Section 6.1.2.
- 21.7. The Contract is concluded on the basis of the Tenderer's Proposal and Technical specification (Annex 4).
- 21.8. The procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulation:
 - 21.8.1. refuses to conclude a partnership Contract in the cases and deadlines defined by the Regulation, or in the cases and deadlines defined by the Regulation does not submit a copy of the partnership Contract or does not inform of the founding of a partnership Contracting authority;
 - 21.8.2. refuses to conclude the Contract or does not submit a signed Contract.
- 21.9. In such a case the procurement commission is entitled to terminate this procurement without selecting any Proposal, or to select the Proposal with the next best score. For either of these decisions a written decision must be made.
- 21.10. Prior to making the decision regarding the conclusion of the Contract with the next Tenderer, the procurement commission assesses whether the next Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer, the procurement commission makes a decision to terminate the procurement without selecting any Proposal. If the next chosen Tenderer also refuses to conclude the Contract or does not submit a signed public procurement Contract within the deadline set by the procurement commission, the procurement commission makes the decision to terminate the procurement without selecting any Proposal.

ANNEX NO 1: APPLICATION

2018.____.____

No _____

APPLICATION FOR PARTICIPATION IN THE PROCUREMENT "Executive Search Services", No RBR 2018/20

Tenderer [*name of the Tenderer or members of the partnership*], reg. No. [*registration No of the Tenderer or members of the partnership*], represented by [*name, last name and position of the representative of the Tenderer*], by submitting this application:

1. Confirms participation in the procurement "Executive Search Services" No RBR 2018/20.
2. Proposes to provide executive search services in accordance with the Technical specification and this Proposal for the following Contract price (excluding VAT):

_____ *euro*, _____ *cents*

3. Confirms that the Regulation is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it shall fulfil all conditions of the Regulation as well as enter into a procurement Contract.
4. Guarantees that all information and documents provided are true.
5. declares that, for the purposes of qualifying for the procurement, 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 Contract we will have sub-contractors as stated below and confirm that the list is complete:

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

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

a small
 medium
 other

sized enterprise⁷ as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise;⁸

Date: [date of signing]

Name: [name of the representative of the Tenderer and position]

⁷ The information on the size of the Tenderer is used solely for statistical purposes and are not in any way whatsoever used in the evaluation of the Tenderers and their Requests to participate.

⁸ Available here - http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC

ANNEX NO 2: EXPERIENCE OF TENDERER

EXPERIENCE OF TENDERER

Project title	Date of contact and completion date	Description of the contract - services, subject of search, project duration, location, country, area of search, service provision methodology, technology, approach which characterize the required experience in Section 7.3.1.*	Name of the Client, description of the Client which characterize the requirements set in Section 7.3.1., Contact person of the Client (telephone, email, address)

*(Only completed contracts can be used for reference)

(Signature)

Position, name and surname of the manager or the authorized person of the Tenderer

ANNEX NO 3: PROJECT MANAGER PROFESSIONAL EXPERIENCE

No	Project manager _____ Role in in the execution of contract		Name, Surname	
1.	Education (Educational institution)	Period of studies (month/year – month/year)	Obtained degree (-s)	
1.1.				
...				
	Professional experience:			
2.	Employer, Project, Contracting authority	Period of employment or participation in the project/ contract execution (month/year – month/year)	Description of the responsibilities according to contract to comply with respective criteria in Section 7.3.2. for the project manager	Description of the project/ contract (execution period, scope, etc.) Contact information for references
2.1.				
2.2.				
n+1				

English language skills⁹:

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.

I confirm that I have consented that my candidature is proposed in the procurement “Executive Search Services”, No RBR 2018/20. I confirm that in case the Tenderer [name of the tenderer or members of the partnership] will conclude the contract as the result of the procurement, I will participate as project’s manager in the execution of the contract.

Date: [date of signing]

Name: [name of the expert]

⁹ Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

ANNEX NO 4: TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

FOR PROCUREMENT

"EXECUTIVE SEARCH SERVICES"

1. RAIL BALTICA PROJECT AND RB RAIL AS

1.1. Rail Baltica project and company information

Rail Baltica is an international rail connection that will connect Baltic States with Central and Western Europe and its neighbors. It is an international project that connects the three Baltic States, whereas Finland and Poland are involved as partners. Rail Baltica is one of the biggest investments in the years to come and it will provide the opportunity to travel comfortably and quickly to Central Europe and further. A joint venture – RB Rail AS – has been established to carry out specific tasks within the project including procurement of studies, design, construction and marketing (including branding) of the railway – new fast conventional double track electrified railway line with maximum design speed of 240 km/h and European standard gauge.

1.2. Vision and Values of the Rail Baltica project

Developing rail traffic is an essential priority both for Europe and for Baltic States. Modern rail traffic is environmentally friendly and one of the most stable and safest means of transport, and also contributes highly to sustainable transport and energy-saving travel opportunities. Rail Baltica will integrate the Baltic States in the European rail network. It will support the wider EU goals of parity of access to services and infrastructure of EU Member States and development of sustainable modes of transportation, improved balance and interoperability between different means of transportation and the establishment of links with the rest of the EU rail network. Good business ethics at RB Rail involve high standards of behavior and are characterized by integrity, honesty and freedom from deception. Values of RB Rail are transparency and co-operation from day one of incorporation.

1.3. Current Situation

An intergovernmental Contract setting the commitment of the Baltic States to the project has been signed and ratified by the Parliaments. Out of three project phases Planning, Designing and Building, the Planning phase has been finalized. The route of the railway has been established. A contracting scheme describing the responsibilities of the Joint-venture within the project has been signed. At the end of the 2017 Rail Baltica Global Project entered in the Design phase and recently Ministry of Economic Affairs and Communications of Estonia, Ministry of Transportation of Latvia and Ministry of Transportation and Communications of Lithuania approved the Design Guidelines for Rail Baltica, the common design standard mandatory for design, construction and operations of the Rail Baltica infrastructure. The approval of the Design Guidelines for Rail Baltica project was one of the essential milestones for the project implementation and for fulfilling the commitments undertaken under the Grant Contract signed with INEA. The third application for the Connecting Europe Facility Financing for project implementation received a positive decision at the EU.

2. POSITION

Title	Chairman of the Board, CEO
Company	RB Rail AS
Role description	Chairman of the Board will take full responsibility for RB Rail AS activities' planning and implementation within the scope of approved strategy. The new Chairman of the Board is expected to successfully manage RB Rail AS tasks within the Rail Baltica project by leading the management level of RB Rail AS and the organization in general, by driving the relations with governments and political stakeholders and other key public affairs stakeholders
Activities	Performing general management of RB Rail and its operations according to law, Company's statutes, resolutions of the Supervisory Board; Setting the perspective and long-term direction of the organization in line with Supervisory Board strategy;

	<p>Performing strategic stakeholder consultations and defining RB Rail's strategic, tactical and operational objectives and basic directions;</p> <p>Planning, developing and managing activities entrusted to RB Rail AS by the governments of the Baltic States;</p> <p>Promoting the organization to local, regional, national, and international community with engaging communication, commitment and cogency;</p> <p>Coordinating cross-border affairs and interests between member countries, consensus building and sustaining relationships, as well as coordinating constant communication with the public about the project's progress;</p> <p>Overseeing and controlling of project development processes including evaluation of execution and financial performance;</p> <p>Reporting to Supervisory Board, national governments and European Union agencies;</p> <p>Cooperating with governments of the Baltic States, public organizations and media;</p> <p>Organizing centralized public procurement tenders and other activities;</p> <p>Ensuring that RB Rail's operations fully comply with the EU and Latvian laws and regulations in the respective field of business, incl. ensuring full compliance with all the Latvian tax laws and accounting standards.</p>
Challenges	<p>Managing a unique, large-scale and complex pan-Baltic project with extensive European Union investment;</p> <p>Facilitating consensus between stakeholders regarding strategy of planning, designing and construction phases and processes;</p> <p>Supporting RB Rail AS engagement with governments of the Baltic States and key external influencers;</p> <p>Assuring the full coordination, alignment and common understanding with project Beneficiaries, Implementing bodies and RB Rail Shareholders as well as maintaining a "one voice" approach towards European Commission, DG Move and INEA;</p> <p>Facing a complex and changing environment.</p>
Position in the organization	Elected by Supervisory Board as Chairman of the Board for the joint venture RB Rail AS
Dimension of the position	Managing and co-ordination of a railway construction project throughout three Baltic states with an investment volume of 5.8 bn EUR.
Location	Riga, Latvia
Timing issues	Beginning of November 2018

3. PERSON

Education	University degree with specialization in Economics or Finance or Business Administration or other relevant science
Language skills	Candidate should be fluent in Business English and knowledge of one of the Baltic language would be an advantage
Previous experience	<p>Is an internationally experienced business manager and a team-leader to cope with the multinational, multilingual and multicultural nature of the venture;</p> <p>A knowledgeable expert on large infrastructure construction, financing and management matters;</p> <p>Has been fully responsible of large company/strategic development project general management (including administration and finance);</p> <p>Big scale cross-border development project management experience would be of advantage;</p> <p>Public Affairs and public relations experience;</p> <p>Public utilities, services or infrastructure industry experience.</p>
Knowledge / skills required	<p>Analytical ability;</p> <p>Decision-making competence;</p> <p>Foresight and prudence;</p> <p>Structured and result oriented;</p> <p>Skilled in establishing good internal and external relationships;</p> <p>Ability to demonstrate commitment.</p>
Conceptual qualifications	<p>Long-term strategic planning and envisioning;</p> <p>Competence and capability to implement strategy.</p>
Personal characteristics	<p>Ability to cooperate with variety of stakeholders and political constraints;</p> <p>Ability to overcome various business, political and cultural challenges of the project;</p> <p>High ethical standards, honesty and impeccable personal and business reputation;</p> <p>Driven to manage and lead changes;</p> <p>An understanding of the underlying spirit of public service;</p> <p>An understanding of the significance of the Rail Baltica project;</p> <p>Ability to deal with bureaucracy and red-tapes;</p> <p>Strong team orientation;</p> <p>Trusted, credible partner.</p>
Exclusion grounds	Following persons shall not be accepted:

	<p>(i) persons whose acts or omissions have resulted in the bankruptcy or compulsory liquidation of a company; or the revocation of the activity license of a company; or</p> <p>(ii) persons who are or have been subject to personal bankruptcy proceedings within the last 7 years; or</p> <p>(iii) persons whose activities have shown that they are not capable of organizing the management of a company in such a manner that the interests of the shareholders, members, creditors and clients of the company are sufficiently protected; or</p> <p>(vi) persons who have or who represent economic interests which are in conflict or potentially might create a conflict of interest in accordance with applicable laws. For avoidance of doubt, the parties agree that being a member of the management board or a member of the supervisory board or employee of the national infrastructure managers, as well as holding any position in the national ministries shall not be deemed a conflict of interest; or</p> <p>(vii) persons who have been punished for a willful criminal act, an economic offence, official misconduct or offence against property or offence against public trust.</p>
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4. EXECUTIVE SEARCH PROCEDURE

Search area	Baltic States, Finland and Poland.
Search phases	<p>(i) candidate identification,</p> <p>(ii) candidate pre-screening,</p> <p>(iii) matrix evaluation of pre-shortlisted candidates,</p> <p>(iv) interviewing of shortlisted candidates,</p> <p>(v) final background checks of short-listed candidates with a view to have the short-list available for discussion by the Supervisory Board no later than by 1 September 2018</p>
Number of long-listed candidates	<p>20</p> <p>To be issued to Supervisory Board for information</p>
Number of short-listed candidates	<p>3</p> <p>To be issued to Supervisory Board for discussion by 1 September 2018</p>

5. WARRANTY PERIOD

Warranty period 12 (twelve) months.

6. SERVICE CONTRACT MANAGEMENT

6.1. Contractor's obligations

6.1.1. For the provision of services the Contractor shall remain fully responsible for the results of its services during and after the provision of services. Any additional expenses arisen due to the correction of the unacceptable results shall be covered solely by the Contractor. On reasonable grounds Contracting authority reserves the right to request the Contractor to

correct the results of its services regardless whether it is necessary during the period of service provision or after completion of thereof.

- 6.1.2. In case Contracting authority finds (at any time of procurement process or during the implementation of the Contract for the provision of services) that provided information on education, experience of a Tenderer is found to be false, a Tenderer shall be eliminated from the procurement process or it shall be subject to the termination of contract for the services (whatever is applicable).
- 6.1.3. The Contractor shall ensure necessary effort, means, resources and personnel required for the successful provision of services.
- 6.1.4. The Contractor shall be responsible for ensuring that its experts included in service contract are available throughout the service provision period.
- 6.1.5. The Contractor 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 request of Contracting authority.
- 6.1.6. The Contractor shall include all costs related to office facilities, office expenses, accommodation, transport and work safety of the personnel, insurance, translation and addition expenses in the Contract Price/Fee.
- 6.1.7. The Contractor shall ensure that its team members (experts etc.) involved in service provision are adequately supported and equipped. In particular, the Contractor shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable team members to concentrate on their primary responsibilities. The Contractor must also transfer funds as necessary to support its activities under the Contract, and ensure that his employees are paid regularly and in a timely manner. Costs for administration of service contract and office operation including telecommunication costs shall be included.
- 6.1.8. The Contractor will arrange for formal coordination and decision making on project interventions and establish an adequate internal management structure. At least two meetings with the Contracting authority will be held – the first meeting during on site inspection and the second at the final report presentation. If needed, ad-hoc meetings can be arranged, which may be initiated both by the Contractor, or the Contracting Authority.

6.2. Provision of services

- 6.2.1. The Contractor must perform the Contract in compliance with its provisions and all legal obligations under applicable EU, international and national law within the set deadlines and to the highest professional, diligence and ethical standards.
- 6.2.2. The Contractor shall carry out the tasks, prepare and provide all documents, reports, minutes of the meetings and any other information material required for the provision of the services.

6.2.3. During the implementation of services, the Contractor shall identify possible risks at early stage and propose a mitigation measures in order to successfully deliver services on time.

6.2.4. As a part of services, the Contractor shall prepare information material in a fully comprehensive and understandable way, by providing explicit and full source details (initial information, evidences etc.) used for the analysis and provision of services. The deliverables shall include detailed explanation of methods employed that lead to the solutions delivered by the Contractor.

6.2.5. Contracting authority shall have no influence on outcome results (reports, summary, advice, decisions etc.) delivered by the Contractor. However, Contractor shall consider Contracting authority's observations on the initial information used, Contractor shall provide clarifications with the justified argumentation and explain employed analysis methods. The implementation of such observations and clarifications is subject to the approval of the services by Contracting authority.

6.3. Contractor's team

6.3.1. Only in exceptional cases team members (experts, assistants etc.) included in the Contract can be replaced with the same qualification expert or better by signing an amendment to the Contract. Failing of the Contractor to propose another expert with equivalent or better qualifications might lead to the termination of the Contract.

6.3.2. Contracting authority reserves the right to request the Contractor to replace a team member in case of any of the following reasons:

- a) repeated careless performance of duties;
- b) incompetence or negligence;
- c) non-fulfilment of obligations or duties stipulated in the Contract;
- d) poor knowledge of English language (unsatisfactory presentation, writing skills in English);
- e) termination of employment relations with the Contractor.

6.4. Confidentiality, independence and absence of conflict of interest

6.4.1. The Contractor is expected to ensure that its 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 Services provision.

6.4.2. During the provision of services, the Contractor shall provide independent view based on its expertise, education and experience. The Contractor cannot show nor indicate any opinion linked to a particular supplier, company, organisation, institution whatsoever. No representation of any region, country, personal interests shall be shown by the Contractor throughout the service provision period.

6.5. Checks, audits and investigations

- 6.5.1. Contracting authority reserves the right at any time of implementation of service contract (or afterwards) to carry out investigations related to verification of data provided by the Contractor during the procurement process.
- 6.5.2. Contracting authority may – during the implementation of service contract or afterwards – carry out checks and audits to ascertain compliance with the proper implementation of the assignments (including assessment of deliverables and reports) under this contract and whether the Contractor is meeting its obligations.
- 6.5.3. It may be carried out either directly by their own staff or by any other outside body authorised to do so on their behalf.
- 6.5.4. Under Regulation No 2185/96 and Regulation No 883/2013, the European Anti-Fraud Office may — at any moment during implementation of the Contract or afterwards — carry out on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity under the Contract that affects the EU's financial interests.

6.6. Visibility requirements

- 6.6.1. Any reports, brochures, other documents or information connected with Services which the Contractor produces and submits to the Contracting authority, the Beneficiary, any other third person or makes publicly available must include the following:
- a) a funding statement stating that Services is the recipient of the funding from the CEF: "Rail Baltic/Rail Baltica is co-financed by the European Union's Connecting Europe Facility";
 - b) (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>;
 - c) the European Union flag.

6.6.2. Requirements set in Sections 6.6.1 can be fulfilled by using the following logo:



Co-financed by the European Union
Connecting Europe Facility

If the Contractor shall use this logo, the Contractor 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;

6.6.3. The Contractor is obliged to comply with the latest visibility requirements set by the European Union. For that purpose the Contractor shall follow the changes in the visibility requirements on its own. On the date of conclusion of this Contract 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>.

6.7. Miscellaneous

- 6.7.1. Communication under service contract (e.g. information, requests, submissions, formal notifications, etc.) must be carried out in English;
- 6.7.2. Contracting authority is deemed as the administrative instance and will be responsible for making the Contracting authority decisions. The contracting authority will be responsible for settling the operative and professional issues.
- 6.7.3. Contracting authority shall fully and irrevocably acquire the ownership of the results provided by the Contractor throughout the implementation of service contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information contained therein, produced in performance of service contract.
- 6.7.4. Contracting authority's Right to Terminate Immediately. The Contracting authority may terminate this Contract immediately upon giving the other Party a written notice of termination explaining, in reasonable detail, the reason for termination, if CEF Co-financing for further financing of the Service are not available to the Contracting authority. In such a case, the Contracting authority shall pay the Service Provider the fees in respect of the Services provided under this Contract up to the date of the notification of the termination of this Contract and the Contracting authority is not obliged to pay contractual or any other penalty or damages to the Service Provider.
- 6.7.5. Termination according to Public Procurement Law. The Contract can be immediately terminate upon giving the other Party a written notice of termination explaining, in reasonable detail, the reason for termination upon occurrence of any of the provisions mentioned in the Article 64 of the Public Procurement Law. In such a case, the Contracting authority shall pay the Service Provider the fees in respect of the Works provided under this Contract up to the date of the notification of the termination of this Contract and the Contracting authority is not obliged to pay contractual or any other penalty or damages to the Service Provider.