Annex No 1: Application

[form of the Tenderer's company]

2017.\_\_\_.\_\_\_\_\_\_\_

No\_\_\_\_\_\_\_\_\_\_\_\_

APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION
“Rail Baltica Infrastructure Management Study”, No RBR 2017/26

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 open competition “Rail Baltica Infrastructure Management Study” No RBR 2017/26.
2. Proposes to deliver services in accordance with the Technical specification and this Proposal for the following price (excluding VAT):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. (If applicable): Informs that the following persons comply with the following exclusion grounds:

|  |  |
| --- | --- |
| Name of the entity (person) | Exclusion ground and brief description of the violation |
| [●] |  |
| [●] |  |
| [●] |  |

1. 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 in accordance with the draft contract enclosed with the Regulation.
2. Confirms the period of validity of its Proposal for 90 (ninety) days from the day of opening of the Proposal.
3. Guarantees that all information and documents provided are true.
4. **We meet the criteria of (*please mark*):**

🞏 a small 🞏 medium 🞏 other

sized enterprise[[1]](#footnote-1) as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise;[[2]](#footnote-2)

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

Annex No 2: Technical specification

TERMS OF REFERENCE

 Rail Baltica Infrastructure Management Study



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 trans-shipment 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, design speed on side tracks minimum 100 km/h;
* axle load 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 pedestrian, road and 1520mm rail crossings only as above or below grade crossings (segregated grade crossings), fencing and 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;
* length of freight trains 740m, but for spatial planning and track geometry design a length of 1050m shall be used;
* length of passenger trains 200m, but for spatial planning and track geometry design a length of 400m shall be used;
* height of passenger platforms 550mm;
* maintenance road, where necessary, shall be on one side of the tracks with gravel 3.5m wide

The diagram below illustrates the shareholder and project governance structure of the Rail Baltica project.



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 and ERTMS equipped mixed use railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Panevėžys (LT), Kaunas (LT) to the Lithuania/Poland state border (including a Kaunas – Vilnius spur) with a design speed of 240km/h. 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 Rail Baltica Global Project is a European gauge (1435mm) double-track railway line of almost 900 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 indicative timeline and phasing of the project implementation can be found here: http://www.railbaltica.org/about-rail-baltica/project-timeline/.

1. objective of procurement

Efficient and timely determination and selection of a suitable infrastructure management model is critical for the long-term success of any major infrastructure development project. European and global best practice benchmarking illustrates that it is highly advisable to determine the long-term infrastructure manager as early as possible during the greenfield infrastructure project implementation. This not only promotes a life-cycle cost approach (over short-term CAPEX considerations), but also efficient engagement of the infrastructure manager and future users of the infrastructure in the planning and design processes, thereby contributing to the delivery of an efficient infrastructure that’s easily maintainable, financially sustainable and tailor-made to the needs of its future users. In the context of EU co-financed projects, this allows for a better assessment of the long-term value of the infrastructure and, thereby, of the long-term socio-economic return on the European and national investment. In the case of Rail Baltica it would also promote greater project transparency and strengthen the case for continued EU support at high co-financing rates. At the same time, one must be cognizant of the highly complex – national and European – stakeholder matrix underpinning the Rail Baltica project and the need to strike a sustainable balance between national interests and considerations, on the one hand, and the Rail Baltica global project perspective and its ambition to create an exemplary platform for an efficient functioning of the single European railway market, on the other.

The European Union defines ‘infrastructure manager’ as “*any body or firm responsible for the operation, maintenance and renewal of railway infrastructure on a network, as well as responsible for participating in its development as determined by the Member State within the framework of its general policy on development and financing of infrastructure*”[[3]](#footnote-3), strictly defining also the independence of essential functions[[4]](#footnote-4) of the infrastructure manager:

“*Member States shall ensure that the infrastructure manager is responsible for operation, maintenance and renewal on a network and is entrusted with the development of the railway infrastructure of that network in accordance with national law. Member States shall ensure that none of the other legal entities within the vertically integrated undertaking has a decisive influence on the decisions taken by the infrastructure manager in relation to the essential functions.* *Member States shall ensure that the members of the supervisory board and of the management board of the infrastructure manager and the managers directly reporting to them act in a non-discriminatory manner and that their impartiality is not affected by any conflict of interest.*”[[5]](#footnote-5)

Over the past few years, the notion of railway infrastructure management has experienced a considerable legislative evolution as part of the wider European Union initiative to reform the railway market and lay the foundations for the effective functioning of the Single European Railway Area. Efforts and measures taken as part of the implementation of the 4th Railway Package have been aimed at achieving the strategic objectives of: a) improving the efficiency of infrastructure management by ensuring better coordination/alignment between infrastructure managers and rail operators, streamlining and ensuring coherence in the management of the different functions of the infrastructure manager and promoting the cross-border and pan-European dimension of railway infrastructure, as well as b) promoting equal access and thereby a more efficient railway market functioning by tackling conflicts of interest, distortions of competition and access barriers to infrastructure[[6]](#footnote-6). As the European Commission[[7]](#footnote-7) summarizes with regard to a ‘fully-fledged and independent infrastructure manager’:

*“Another challenge in improving the efficiency of infrastructure management is to warrant that operation, maintenance and development of infrastructure are managed in a consistent manner by a single entry. At the same time it is important to ensure that ensure that all operators would have non-discriminatory access. Therefore the 4th Railway Package has proposed to bring together all the function of infrastructure managers and as well as to foresee appropriate safeguards to ensure independence of infrastructure management from the interests of dominant railway operators.”*

Realizing the importance of a timely, efficient and informed selection of the infrastructure management model for Rail Baltica, the project stakeholders have jointly agreed to carry out an independent infrastructure management study in 2017 with the ultimate aim of reaching an agreement between the stakeholders on the management of the built Rail Baltica infrastructure by the end of 2018, which is also a conditionality of the 2nd Grant Agreement for the allocation of Connecting Europe Facility funding to the project.

At the same time, the Agreement between the Government of the Republic of Latvia, the Government of the Republic of Estonia and the Government of the Republic of the Republic of Lithuania on the Development of the Rail Baltica Railway Connection (Inter-Governmental Agreement), currently undergoing ratification at the three Baltic parliaments, stipulates that “*land and infrastructure shall be made available for use by nominated infrastructure manager(s) without compensation/remuneration*” (Article 7.2) and that “*infrastructure manager(s) will be granted access to related service facilities*” (Article 7.3). In addition, the Agreement reiterates that “*Parties commit to ensure that the most effective and feasible infrastructure management with a view but not limited to [levying of charges for the use of railway infrastructure and allocation of railway infrastructure capacity, and traffic management] […] is achieved and infrastructure manager(s) determined in a joint and timely manner to build confidence and achieve continuous engagement of project of common interest institutional partners and contribute to long-term feasibility of the […] Rail Baltica railway”* (Article 9.3).

Therefore, the primary aim of this study is to review and comprehensively analyse the different relevant models of infrastructure management and identify the optimum model for Rail Baltica from the project life-cycle, economic efficiency and market functioning perspectives, covering a broad range of institutional, technical/operation and commercial factors, while bearing in mind the unique nature of this project. The result of this study is a proposed detailed infrastructure management concept. The strategic purpose of this study is to provide a comprehensive independent analysis of feasible infrastructure management models for Rail Baltica, thereby aiding and promoting a diligent, well-informed and substantiated future political decision-making process with regard to Rail Baltica infrastructure management.

The study shall also provide substantive input to the following second – closely linked – study that shall subsequently provide: a) a proposed draft Inter-Governmental Agreement on Rail Baltica infrastructure management based on the selected optimum model from the infrastructure management study, which, after negotiations, would form the basis of the infrastructure management agreement between the stakeholders, and b) a legal study on the future Infrastructure Management Contract (IMC), including: i) a study of IMC options, and ii) a proposed draft Infrastructure Management Contract (IMC) based on the selected optimum model from the infrastructure management study, and c) analysis of the necessary changes in the national legislation or regulatory frameworks.

Through the applicable procurement procedure Contracting authority seeks a service provider for the implementation of the following tasks:

Prepare a comprehensive study of infrastructure management models applicable to Rail Baltica, identify the optimum model and propose a detailed infrastructure management concept and contractual model for Rail Baltica.

The results to be delivered from the Tenderer[[8]](#footnote-8) (the Contractor) are following:

|  |  |  |
| --- | --- | --- |
| No.  | Title of deliverable | Description of deliverable |
|  | Inception Report | 1. International best practice benchmarking of cross-border rail infrastructure management, including short case studies, and an overview of the relevant research on the subject (**WP1**)
2. Detailed execution plan
3. Updated detailed methodology (**WP2**)
 |
|  | Interim Report | 1. Identification of a pool of all feasible options (**WP.3.1**)
2. Identification and description of at least five relevant infrastructure management options (and sub-options) – including but not limited to – a) single cross-border infrastructure manager and b) multiple infrastructure managers (**WP3.2**)
3. Multi-criteria analysis (Stage 1) of all identified options (**WP4.1**)
4. Identification of at least three but not more than four highest-scoring options, including a) highest-scoring single cross-border infrastructure manager option (sub-option) and b) highest-scoring multiple infrastructure managers option (sub-option). (**WP4.2**)
5. Life-cycle cost model analysis (Stage 2) of the options proposed in WP4.2 (**WP5.1**)
6. Identification of two most cost-efficient options for final analysis (**WP5.2**)
7. Updated detailed contract execution plan
8. Final report draft outline
 |
|  | Interim Report (revised) | Revised content as per the Contracting Authority comments |
|  | Draft Final Report | 1. In-depth analysis (Stage 3) of the two options proposed in WP5.2 (**WP6**)
2. Identification and detailed description of the proposed optimum Rail Baltica infrastructure management model (**WP7.1** & **WP7.2**)
3. Proposed contractual model for Member States concerned (national governments), including:
	1. Contractual framework
	2. Identification of material substance elements of the Inter-Governmental Agreement on Rail Baltica infrastructure management (**WP7.3**)
4. Report minimum content:
5. Executive Summary
6. Introduction
7. Background information and international benchmarking (WP1)
8. Methodology (WP2)
9. Option identification and multi-criteria analysis (WP3&4)
10. Life-cycle cost model (WP5)
11. Final in-depth comparative analysis (WP6)
12. Detailed description of the optimum model and proposed contractual model (WP7)
13. Risk analysis (WP8)
14. Conclusions and recommendations (WP9)
 |
|  | Final Report | Report minimum content:1. Executive Summary
2. Introduction
3. Background information and international benchmarking
4. Methodology
5. Option identification and multi-criteria analysis
6. Life-cycle cost model
7. Final in-depth comparative analysis
8. Detailed description of the optimum model and proposed contractual model
9. Risk analysis
10. Conclusions and recommendations

Final Report is drafted according to requirements of deliverables and by its content is completely in line with the Terms of Reference. |

The deadline for the provision of services is 18 weeks from the commencement date.

The deadlines of intermediate deliverables (with contents as per section 2.3 above) and their approval for the provision of services are as follows:

| **Deliverables/Reports** | **No. of copies** | **Submission schedule** | **Approval through Contracting Authority** |
| --- | --- | --- | --- |
| Inception Report  | 2 hard copies, 1 soft copy | CD\* + 4 weeks | 2 weeks after reception |
| Interim Report  | 2 hard copies, 1 soft copy | CD\* + 8 weeks | 2 weeks after reception |
| Draft Final Report  | 2 hard copies, 1 soft copy | CD\* + 13 weeks | 3 weeks after reception |
| Final Report  | 3 hard copies, 1 soft copy | CD\* + 18 weeks | 2 weeks after reception |

(\*) CD: commencement date of the contract

Reports and documents will be officially delivered and accepted, the Contracting authority or its authorized representative will approve the receipt of the document in writing by signing the acceptance-delivery protocol.

The Contractor shall provide in its work programme enough time for the review of submitted deliverables by representatives of the Contracting Authority, leaving at least 10 working days for the review and preparation of their statement.

1. source information to be considered

The Contractor shall consider the following non-exhaustive list of documents, studies, study projects and any other documents required for service provision:

“Rail Baltica Global Project Cost-Benefit Analysis”; EY 2017 ([http://railbaltica.org/cost-benefit-analysis/](https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos) );

Materials and presentations from the Rail Baltica Global Forum 2017 (for general information purposes):

*presentations:*[http://railbaltica.org/global-forum-day-1-presentations/](http://railbaltica.org/about-rail-baltica/visual-guidelines/)*,* <http://railbaltica.org/global-forum-day-2-presentations/>*;*

*videos:* [https://www.youtube.com/channel/UCIqi5eDjXrnuGHEMHk0Al2g/playlists](http://railbaltica.org/about-rail-baltica/documentation/)

“Report on: Elaboration of traffic management and operations control plan for Rail Baltica”; Railistics 2016;

Rail Baltica Joint Venture Shareholders’ Agreement;

Rail Baltica Contracting Scheme Agreement (infographic: [http://railbaltica.org/wp-content/uploads/2017/05/Contracting-Scheme-Rail-Baltica-2016.jpg](http://railbaltica.org/tenders/) );

Rail Baltica Contracting Scheme study; PWC, 2016;

Inter-Governmental Agreement on the Development of the Rail Baltica Railway Connection, 2017 (http://railbaltica.org/wp-content/uploads/2017/05/Intergovernmental\_Agreement\_2017.pdf);

Rail Baltica Global Project Documentation Library ([http://railbaltica.org/about-rail-baltica/documentation/](http://railbaltica.org/tenders/));

Relevant studies, reports, position papers by the relevant European and international institutions (including the European Commission, European Parliament, European Rail Agency, Rail Freight Corridors, ITF/OECD etc);

Relevant studies, reports, position papers by key railway industry NGOs (including EIM, CER, UIC, ERFA, UNIFE);

Recent and relevant research papers, studies, presentations and articles by leading academic institutions/authors in peer-reviewed railway and logistics journals, academic textbooks and international events.

The Contractor shall consider the following non-exhaustive list of projects and activities related thereto for service provision:

Rail Baltica Long-term Business Plan (tender documentation: [http://railbaltica.org/tenders/164-2/](http://railbaltica.org/tenders/); carried out in parallel with the infrastructure management study);

Rail Baltica Operational Plan (tender to be announced; carried out in parallel with the infrastructure management study);

Rail Baltica Commercialization Plan (overall plan being developed; shall consist of multiple sub-activities and studies);

Rail Baltica Design Guidelines (being developed in parallel).

The Contracting Authority shall facilitate and provide the appropriate organizational frameworks towards the integration of content and cohesion between the infrastructure management study and other relevant Rail Baltica global project studies and activities, both those already completed and those being carried out in parallel (such as those listed in 3.2). The Contractor is expected to join and actively participate in the relevant alignment meetings.

The Contractor shall ensure that the result of the study is compliant with respective EU legislation.

1. Description of services

The services are organized in accordance with the following work packages (WP):

**WP1:** Empirical and academic benchmarking

* **WP1.1**: International best practice benchmarking with regard to cross-border railway infrastructure management with relevant case studies (both positive and negative);
* **WP1.2**: A review of past studies and academic research with relevance to Rail Baltica infrastructure management;

**WP2**: Methodological approach

* A comprehensive study methodology conducive to a transparent and independent analysis and well-substantiated recommendations, including:
	+ **WP2.1**: a proposed methodology of option analysis based on multi-criteria analysis (MCA) with varying criteria weights allocated according to relative importance or a similar comprehensive methodological framework; the use of SWOT analysis or similar tools is recommended as a supplement;
	+ **WP2.2**: an institutional life-cycle cost model for comparison of different infrastructure management options in terms of associated costs;
* The updated detailed methodology, presented in the Inception Report, shall be reviewed and agreed with the Contracting Authority.

**WP3**: Identification of options

* **WP3.1**: Identification of a long-list of options from the institutional, functional, geographical, level of centralization perspectives;
* **WP3.2**: Identification of **at least five** relevant infrastructure management options (and sub-options) – including but not limited to – a) single cross-border infrastructure manager and b) multiple infrastructure managers;
* The selection of options to be put forward for analysis in the Interim Report shall be reviewed and agreed with the Contracting Authority.

**WP4:** Multi-criteria analysis (**Stage 1** evaluation)

* **WP4.1**:A comparative multi-criteria analysis of the options identified in WP3.2 based on a comprehensive assessment matrix including but not limited to the following key parameters/criteria (not listed in any particular order of importance):

|  |  |  |
| --- | --- | --- |
| **Institutional**International benchmarking and case studiesAdministrative efficiency (economies of scale)Legal frameworkShareholding structuresTransition from infrastructure delivery to infrastructure managementAsset managementProcurementFunding allocation (national, EU, market sources)Transparency and management of conflicts of interestEfficient functioning of the single European railway area (promotion of competition; removal of barriers of entry; avoidance of protectionism)Management of freight and passenger terminals and related railway infrastructure (national vs joint; complementary vs competitive; land-lord vs operator)Interface and cooperation with European Union Agency for Railways, National Safety Authorities as well as National Regulatory bodies. Operational languageExpandability of the model to relevant infrastructure in other countries (e.g. Finland (fixed link) and Poland (Rail Baltica section) | **Technical/operational**Operations and Traffic ManagementOperational efficiency and sustainabilityInfrastructure maintenance / upgrade / renewalERTMS-compatible operational rulesTTC (train traffic control) efficiencyDigital Infrastructure ManagementEmergency Management System / rescue services / safety cultureSecurity (including Critical Infrastructure Protection)Driver licencingInterfaces with the 1520mm railway system and existing legacy infrastructure managersCross-border operations, including vis-à-vis Poland;Capacity allocation and managementERTMS managementInteroperability, technical compatibility and cross acceptanceAccess to and/or management of service facilitiesHealth & accessibility (including PRM)Quality of servicesPromotion of reliability & punctuality | **Commercial**Track Access Charges (TAC) determination and managementScheduling/invoicingFinancial modelPromotion and organization of cross-border servicesUser/operator (incl. railway undertakings) engagement modelCustomer orientationRail Baltica business development and commercialization (freight and passenger)Engagement in Rail Freight Corridor 8 (RFC8) and other relevant joint initiatives for freight promotionEngagement in/with industry NGOs (including but not limited to EIM, CER, EFRA, UIC)Sustainability and environmental protectionDeployment of innovations and digitalizationResearch & development (e.g. Shift2Rail etc)Development of value added servicesPromotion of intermodality/multimodality (e.g. ‘Mobility as a service’ for passenger services and supply chain management for freight)Network synergiesManagement of other utilities/services in the Rail Baltica right-of-way corridor |

* **WP4.2:** Identification of **at least three** **but not more than four** highest-scoring options, according to multi-criteria analysis, including a) highest-scoring single cross-border infrastructure manager option (sub-option) and b) highest-scoring multiple infrastructure managers option (sub-option).

**WP5:** Life-cycle cost analysis (**Stage 2** evaluation)

* **WP5.1**: an institutional whole-network life-cycle cost model for comparison of the infrastructure management options identified in WP4.2 in terms of associated costs;
* **WP5.2**: identification of **two** most cost-efficient options for final analysis.

**WP6:** Final in-depth analysis (**Stage 3** evaluation)

* **WP6.1**: an in-depth comparative analysis of the two final options, providing a comprehensive assessment of the key factors underlying the choice and future implementation of either of these two (i.e. describe and compare both) models of infrastructure management for Rail Baltica, covering – among others but not limited to:
1. **institutional** factors:
	* a proposed legal framework and shareholding structures (if applicable);
	* transition from the infrastructure delivery to infrastructure management/operation phase;
	* asset management (consider, propose and compare different relevant models);
	* funding allocation mechanisms (national, EU, market sources, hybrid);
	* efficient functioning of the single European railway area (promotion of competition and market participation; reduction of entry barriers of entry; avoidance of protectionism);
	* management of freight and passenger terminal and related railway infrastructure (as per Directive 2016/2370) (including pros/cons of national *vs* joint; complementary *vs* competitive; land-lord *vs* operator and similar comparisons);
2. **technical & operational** factors:
	* infrastructure maintenance, upgrade and renewal (consider, propose and compare different models (including the differences between in-house, outsourced and hybrid models));
	* capacity allocation and management (consider, propose and compare different models);
	* cross-border interoperability, technical compatibility and cross acceptance (consider, propose and compare different models);
3. **commercial** factors:
	* determination and management of Track Access Charges (TAC) (consider, propose and compare different models);
	* model of engagement with railway infrastructure users/operators (including railway undertakings) (consider, propose and compare different approaches);
	* Rail Baltica business development and commercialization (freight and passenger) (consider, propose and compare different approaches);
	* development and provision of additional value added services by the infrastructure manager (consider and propose different relevant options); commercial and legal possibilities of managing other utilities/services along the Rail Baltica right-of-way corridor (e.g. optical fibre, pipelines, future transportation technologies);
	* holistic development of the Rail Baltica network and operational synergies (consider different options and scenarios; among other, discuss the possible scenario of varying levels of utilization (and, therefore, profitability) for the different sections of Rail Baltica and contingency/balancing measures);
* **WP6.2:** in addition to the above – consider, propose and include in the final analysis any other critical factors to be taken into account when determining and taking political decisions on the Rail Baltica infrastructure management model;

**WP7:** Identification and detailed description of the optimum model

* **WP7.1**: based on the comparative in-depth analysis in WP6, identify and propose the optimum model of infrastructure management for Rail Baltica;
* **WP7.2**: an in-depth description of the proposed optimum Rail Baltica infrastructure management model, including but not limited to a proposed institutional model for the management of railway and other railway infrastructure; asset management model; infrastructure maintenance organization model; track access charging (TAC) model; capacity allocation model; a range of possible additional value added services;
* **WP7.3**: a proposed contractual model for national governments to implement the identified optimum infrastructure management model, including the contractual framework, and suggestion of material substance elements of the future Inter-Governmental Agreement on Rail Baltica infrastructure management;

**WP8**: Risk analysis

* Presentation of a comprehensive assessment of risks involved in the implementation of the proposed optimum infrastructure management model, as well as risks arising from not selecting the proposed optimum model; a thorough risk methodology shall be proposed by the Contractor, covering, *inter alia*, the aspects of risk probability, risk severity and mitigation measures.

**WP9**: Conclusion and recommendations

* Presentation of the main conclusions of the study and recommendations with regard to efficient implementation of the proposed model;

**WP10**: Submission, presentation and public communication

* If reasonably requested by the Contracting Authority, the Contractor shall participate in high-level governmental briefings in the three Baltic capitals during the preparation phase (at least 2 meetings in each capital) and following the submission of the Final Report (at least 2 meetings in each capital), as well as be available for public presentation of the results of the study and engagement with the mass media and other public stakeholders following the submission of the Final Report.
* Report, tables and figures, appendices, presentations and other deliverable material shall be formatted according to the EU Connecting Europe Facility (<https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>), as well as Rail Baltica visual guidelines ([http://railbaltica.org/about-rail-baltica/visual-guidelines/](https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos)) and prepared by using the Rail Baltica report document template;
* All written materials, including all deliverables, shall meet the highest standards of English language and technical terminology proficiency; if requested by the Contracting Authority, the Contractor shall engage professional proofreading services at its own expense;
* All deliverables and submitted supplementary materials (including in original (source-file) formats) shall become the intellectual property of the Contracting Authority;
1. contractor’s OBLIGATIONS

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.

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 the education and/or experience of a Tenderer is false, a Tenderer shall be eliminated from the procurement process or shall be subject to the termination of contract for the services (whichever is applicable).

The Contractor shall ensure necessary effort, means, resources and personnel required for the successful provision of services.

The Contractor shall be responsible for ensuring that its experts included in service contract are available throughout the service provision period.

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.

The Contractor shall make its own arrangements for office facilities, personal computers and other facilities of appropriate performance and security standard for service provision.

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.

The Contractor will arrange for formal coordination and decision making on project interventions and establish an adequate internal management structure. Progress meetings with the Contracting authority are held at least once per month. If needed, ad-hoc and weekly meetings can be arranged, which may be initiated both by the Contractor, or the Contracting Authority.

1. provision of services

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.

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.

* 1. 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.

Contracting authority reserves the right to ask the Contractor to provide an intermediate results (deliverables) of the services in short notice (within 5 business days), in order to check the progress of the implementation of a service contract. The Contractor within the short notice period shall provide 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 any additional assignments (reports etc.), rather confirming the progress of the implementation of service contract. Failing to do so within the short notice period or by providing the information that it is obvious for the Contracting authority that service contract would not be completed within the specified deadlines, Contracting authority reserves the right to proceed with the procedures for breaching the Contract.

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.

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

1. CONTRACTOR’S TEAM

The Contractor shall propose an optimum structure for its team, based on the conditions of terms of reference, and where possible propose a core team with cross-functional roles. Experts cannot serve several roles, however the role of the project manager and the role of an expert can be combined. All experts should have an excellent written and very good verbal presentation skills in English, as well as proficiency of the railway and logistics industry professional terminology.

For the provision of services the Contractor shall ensure the availability of at least the following team members (experts, assistants etc.) which complies with the qualifications stipulated in Section 7.5. of the open competition Regulation:

**Project manager – experienced in railway infrastructure management study projects**

**Lead expert in the field of railway infrastructure management**

**Railway industry and business development expert**

**Railway operations expert**

**Legal and institutional expert**

**Infrastructure finance and economics expert**

The Contractor is not allowed to change its key experts during the execution of the procurement contract without the prior written approval of the Contracting Authority. The Contracting Authority is only allowed to grant an approval for such a change if the new key expert meets all the same qualification criteria as the key expert to be substituted.

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

repeated careless performance of duties;

incompetence or negligence;

non-fulfilment of obligations or duties stipulated in the Contract;

poor knowledge of English language (unsatisfactory presentation, writing skills in English);

termination of employment relations with the Contractor.

Failing of the Contractor to propose another expert with equivalent or better qualifications might lead to the termination of the Contract.

Annex No 3: Entities on whose capabilities the tenderer relies

|  |  |  |
| --- | --- | --- |
| No | Name | Description of the capabilities |
| 1 |  |  |
| 2 |  |  |
| n+1 |  |  |

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

Annex No 4: Subcontractors

|  |  |  |
| --- | --- | --- |
| No | Name of the sub-contractor | Sub-contracted tasks |
| **Description of the sub-contracted task** | **Amount, EUR (without VAT)** | **% from the proposed price** |
| **I** | **Total amount of the sub-contracted tasks is equal to or exceeds 10% from the proposed contract price** |  |  |  |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| n+1 |  |  |  |  |
|  |  |  |  |  |
| **Total:** |  |  |
| **II** | **Total amount of the sub-contracted tasks is smaller than 10% from the proposed contract price** |  |  |  |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| n+1 |  |  |  |  |
|  |  |  |  |  |
| **Total:** |  |  |
| **Total (I+II)** |  |  |

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

Annex No 5: Experience of Tenderer

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No | Description of the services which characterize the required experience | Date of completion of the services | Contract price (thousand EUR\*, excl. VAT) | Contracting authority  | Contact information for references |
| 1. |  |  |  |  |  |
| 2. |  |  |  |  |  |
| n+1 |  |  |  |  |  |
|  |  |  |  |  |  |

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

\* If the value of the contract is in another currency than euro, for the purposes of this proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the date of signing of this document.

Annex No 6: Experience of key expert

|  |  |
| --- | --- |
| No | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Expert’s role in team 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 (month/year – month/year) | Description of the responsibilities according to contract to comply with respective criteria in Section 7.5. for respective expert. | Description of project (implementation period, scope, value of the project\*, total eligible costs\*, countries involved in project, etc. )Contact information for references |
| 2.1. |  |  |  |  |
| 2.2. |  |  |  |  |
| n+1 |  |  |  |  |
|  |  |  |  |  |

**English language skills[[9]](#footnote-9):**

|  |  |  |
| --- | --- | --- |
| Understanding | Speaking | Writing |
| Listening | Reading | Spoken interaction | Spoken production |
| *Enter level* | *Enter level* | *Enter level* | *Enter level* | *Enter level* |

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 open competition “Rail Baltica Infrastructure Management Study”, No RBR 2017/26. 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 open competition, I will participate in the execution of the contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: [*date of signing*]
Name: [*name of the expert*]

Annex No 7: Draft contract

CONTRACT FOR SERVICES

|  |  |
| --- | --- |
| Riga [●] Contract registration number |  |
|  CEF[[10]](#footnote-10) Contract No INEA/CEF/TRAN/M201[●]/[●] | C[●] |

**Parties**

1. **RB Rail AS,** a joint stock company registered in the Latvian Commercial Register registration No 40103845025, legal address at K.Valdemāra iela 8-7, Riga, LV 1010, Latvia (“**Client**”), represented by Chairperson of the Management Board Ms Baiba Anda Rubesa, Management Board Member [●], Management Board Member [●], Management Board Member [●] and Management Board Member [●] acting on the basis of the Client’s Statutes, on the one side,

and

1. **[●]**, uniform registration No [●], legal address at [●] (**“Contractor”**), represented by Management Board Member [●] acting on the basis of Statutes, on the other side,

and

The Client and the Contractor are jointly referred to as **“Parties”**, and each separately – **“Party”**,

**WHEREAS**

* 1. Core business of the Client is design, construction and marketing (including branding) of the new fast conventional double track electrified railway line with the maximum design speed of 240 km/h and European standard gauge (1435 mm) on the route from Tallinn through Pärnu Riga Panevezys Kaunas to Lithuanian Polish Border (“**Project**”) financed under the auspices of Connecting Europe Facility (“**CEF**”).
	2. On [date] [month] 2017 the Client has announced a tender entitled “Rail Baltica Infrastructure Management Study” (Identification No. RBR 2017/[●]) (“**Procurement**”) for efficient and timely determination and selection of a suitable infrastructure management model for Rail Baltica.
	3. On [date] [month] 2017 the Contractor submitted proposal in response to the tender announced by the Client (“**Proposal**”) and committed to prepare a comprehensive study of infrastructure management models applicable to Rail Baltica, identify the optimum model and propose a detailed infrastructure management concept and contractual model for Rail Baltica.
	4. Pursuant to the decision of the Client dated [date] [month] 2017, the Contractor has been selected a winner in the Procurement and awarded the right to enter into the Contract.
	5. This Contract is co-financed from the Connecting Europe Facility (CEF), CEF[[11]](#footnote-11) Contract No INEA/CEF/TRAN/M201[●]/[●], Action No [●],

NOW, THEREFORE, the Parties hereby enter into this contract (**“Contract”**) on the following terms and conditions:

1. Subject of the contract
	1. The Client hereby orders the Contractor and the Contractor hereby undertakes to develop and supply to the Client the infrastructure management of Rail Baltica study (hereinafter referred to, collectively, as the “**Services**”) conforming to the following requirements and specifications:
		1. the specifications and requirements contained in Annex A Technical Specification of Procurement Regulations (“**Technical Specification**”);
		2. the terms and conditions contained in Annex B Proposal;
		3. applicable requirements and recommendations of the European Union;
		4. applicable legislative acts of the Republic of Latvia, the Republic of Estonia and the Republic of Lithuania; and
		5. specific instructions of the Client.
	2. All deliverables and documents (“**Deliverables”**) to be submitted during the execution of the Services are described in the Technical Specification.
	3. The Contractor agrees to develop the Deliverables during the execution of the Services in a conscientious, diligent, expeditious, proper and workmanlike manner according to the schedule set forth in Technical Specification. The Contractor undertakes to use its best efforts, skill and experience in developing the Deliverables and to allocate toward development of the Deliverables qualified and suitable key personnel. The Contractor agrees to devote such time as is reasonably required to fulfil its duties hereunder.
	4. The Contract contains the following Annexes that shall constitute integral part of the Contract:
		1. Annex A, the Technical Specification of the Procurement Regulation;
		2. Annex B, Contractor’s Proposal;
		3. Annex C, Contractor’s Declaration.
	5. In the event of any inconsistency between the terms of this Contract and any of Annexes, the text of this Contract shall take precedence over any term set forth in any of Annexes. In the event of any inconsistency between the terms of any of Annexes, the order of precedence of the text of such Annexes (including any calculation) shall be established according to the sequence of listing in Section 1.4 of the Contract.
2. SERVICE DELIVERY SCHEDULe
	1. During the term of this Contract, the Contractor undertakes to perform the acts and deliver the Deliverables mentioned in Section 2.3 of Annex A Technical Specification and according to the schedule mentioned in Section 2.5 of Annex A Technical Specification.
	2. Any of the Deliverables specified in Section 2.1 of this Contract shall be deliverable to the Client no later than on the last business day of the respective week when completion of the respective material was scheduled to occur. All Deliverables under this Contract shall be in the English language and supplied to the Client in three (3) hard copies and electronically on an electronic data storage device.
	3. The Client shall review the Deliverable within 10 (ten) working days from the date of receipt, and:
		1. accept the Deliverable by signing an acceptance act; or
		2. reject the Deliverable by means of issuing written recommendations and/or objections.
	4. In the event the Deliverable is rejected, the Contractor shall have an obligation to submit to the Client a revised Deliverable no later than within 10 (ten) working days from the date of receipt of recommendations or objections from the Client, or, unless, if objectively justified, a different time for supply of the revised Deliverable is agreed between the Parties. In the event the Contractor finds any of the recommendations or objections expressed by the Client to be unjustified, the Contractor shall deliver a reasoned opinion in writing as to why the Contractor believes such recommendations or objections not to be justified.
	5. Subject to any objections the Contractor may have in accordance with Section 2.4, the Contractor shall re-submit a revised Deliverable to the Client according to the provisions of Section 2.4 and the Client shall review such re-submitted Deliverable in accordance with Section 2.3 of the Contract.
	6. Any of the Deliverables set out in Section 2.1 submitted to the Client shall be deemed to have been accepted by the Client upon signature by the Client of the respective act of acceptance.
	7. Without prejudice to any other rights available to the Client hereunder, the Client shall have a right to request and, upon receipt of such request, the Contractor shall have an obligation to explain in writing or supplement any of the information or data contained in the any of Deliverables no later than within 10 (ten) calendar days from the date of receipt of the Client’s request therefor, unless a different time for supply of specific explanations or supplements is agreed between the Parties. The Contractor agrees and acknowledges that it shall supply additional explanations and supplements in accordance with this Section without any additional fees or charges whatsoever being applicable; provided, however, that the requests for additional explanations or supplements are within the scope of the Request for Proposal, including Annex A Technical Specification.
	8. The Client shall have a right, at any time during the Term, to convene one or more meetings for the assessment of the Deliverables and/or in order to discuss other matters relevant to any activities contemplated under this Contract. The place and time of such meetings shall be within the sole discretion of the Client. The Contractor undertakes to act in good faith and reasonably cooperate with the Client with respect to the holding of and participating in any such meetings.
	9. Whenever required under applicable regulations or upon receipt of request from the Client, the Contractor shall ensure that the presentation materials and other documentation deliverable under this Contract features logos or other requisites pertinent to the Project, including, without limitation, reference to the fact that the Project is financed under the auspices of CEF.
	10. The Deliverables, including but not limited to presentation materials and other documentation developed by the Contractor shall use the corporate visual identity approved by the Client.
	11. Each Party shall have an obligation to promptly notify the other Party in writing of any event or circumstance capable of impeding the proper or timely performance of its respective obligations under this Contract.
3. Fee and payments
	1. As compensation for the preparation of the Deliverables supplied hereunder, the Client shall pay the Contractor EUR ([amount] euro and [amount] cents) (the “Fee”) comprising the following:
		1. a service fee in the amount of EUR ([amount] euro and [amount] cents); and
		2. value added tax at the rate of 21% amounting to EUR ([amount] euro and [amount] cents).
	2. The Fee is the all-inclusive consideration for the duly supplied Services. Subject to the provisions of Section 3.3 of this Contract, the Fee includes reimbursement of all and any expenditure incurred by the Contractor toward performance of any steps, actions or measures contemplated in accordance with this Contract (including, without limitation, travel costs and the cost of training of personnel of the Client). The Contractor agrees and acknowledges that, except as set forth in Section 3.3 of this Contract, it shall have no right to request reimbursement by the Client of any additional expenditure whatsoever as may have been incurred by the Contractor toward provision of the services contemplated by this Contract, unless reimbursement of such additional expenditure has been explicitly agreed between the Parties in writing.
	3. Payment of the Fee for the Services is split and will be paid after completion of particular milestone and handing over of the relevant Deliverable as stipulated in Annex A Technical Specification and after Deliverable is confirmed by the Client and the Contractor by signing the acceptance act.
	4. The Fee shall not be paid for Deliverable or part of it, which does not comply with the provisions of this Contract or has faults, until the non-compliance or faults have been eliminated and the Client has accepted the Deliverable delivered by signing the acceptance act.
	5. Payment of the Contractor's invoices will be made in *euro*, by bank transfer to the following bank account:

Recipient: [●]

Bank: [●]

SWIFT**:**[●]

IBAN***:*** [●]**,**

within 30 (thirty) days after the date of receipt of the Contractor’s invoice by the Client, issued on the basis of the approved acceptance act delivery of following Deliverables:

* + - 1. After delivery of Inception Report, the payment shall be 20% from the Fee: [●] EUR, excluding VAT;
			2. After delivery of Draft Final Report, the payment shall be 40% from the Fee: [●] EUR, excluding VAT;
			3. After delivery of Final Report, the payment shall be 40% from the Fee: [●] EUR, excluding VAT.
	1. Each Party shall bear its own bank charges or expenses incurred in connection with the transfer of any payments.
	2. The Contractor’s invoices shall contain the following Client’s details and details about the Contract:

|  |  |
| --- | --- |
| **Client** | [●] |
| Registration No | [●] |
| VAT payer's No | [●] |
| Address | [●] |
| Name of Bank | [●] |
| Bank Code | [●] |
| Bank Account No | [●] |
| Subject: | For provided services according to Contract for Services No [●] (CEF[[12]](#footnote-12) Contract No INEA/CEF/TRAN/M[●]/[●] Acitivity No [●]) |

* 1. The Contractor shall send the invoice to the Client electronically to the following e-mail address: invoices@railbaltica.org. The Client shall review the invoice to verify whether it contains all necessary requisites.
	2. For the avoidance of any doubts, the date of transfer of payment from the Client’s account shall be deemed the date of payment.
	3. All payments hereunder shall be effected against Contractor’s invoices by means of transfer of funds to the bank account which is indicated in Section 3.7 of the Contract and designated in the invoice. Change of bank details can be executed only by formal letter from Contractor signed by authorised representative.
	4. If, by the time of paying a part of the Fee, the Client has obtained a claim of contractual penalty or damages against the Contractor, the Client shall have the right to deduct the relevant amount from the part of the Fee payable by submitting the relevant reasoned statement of set-off in a written format, or if the communication takes place over e-mail, in a format that can be reproduced in writing; i.e. the Client is entitled to set off the claim of contractual penalty or damages against the invoices payable to the Contractor. The statement shall be submitted at the same time as the payment or immediately after the execution of the payment, or if the amount owed by the Contractor exceeds the amount of the payment, at the latest on the date the payment would have fallen due.
1. Rights and obligations of the Parties
	1. The Contractor’s rights and obligations
		1. The Contractor has the right to consult with the contact person of the Client regarding matters related to the Services.
		2. The Contractor may use publicly available and trustworthy information sources.
		3. The Contractor is obliged to provide the Services, develop the Deliverables in a conscientious, diligent, expeditious, proper and workmanlike manner according to the schedule set forth in Annex A Technical Specification. The Contractor undertakes to use its best efforts, skills and experience in developing the Deliverables and to allocate qualified and suitable key personnel for the provision of services. The Contractor agrees to devote such time as is reasonably required to fulfil its duties hereunder.
		4. The Contractor has the right to receive payment of Fee or part thereof upon completion of the Services in accordance with this Contract.
		5. The Contractor is obliged to perform the Services in accordance with the Contract, its Annexes, Procurement Regulations and applicable laws.
		6. The Contractor shall verify and shall not procure goods or services from sub-contractors which comply with any of the following criteria:
			* 1. The subcontractor or a person who is a member of the Management Board or the Supervisory Board or procurator of the sub-contractor, or a person having the right to represent the sub-contractor in activities related to a subsidiary has been found guilty of any of the following criminal offences by a punishment prescription of a prosecutor or a judgement of a court that has entered into effect and is non-disputable and not subject to appeal:
* bribetaking, bribery, bribe misappropriation, intermediation in bribery, taking of prohibited benefit or commercial bribing;
* fraud, misappropriation or laundering;
* tax evasion and payments equivalent thereto,
* terrorism, financing of terrorism, invitation to terrorism, terrorism threats or recruiting and training of a person for performance of terror acts;
	+ - * 1. A subcontractor, by such a decision of a competent authority or a judgment of a court that has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of an infringement of employment rights which means:
* Illegal employment of one or more citizens or nationals of countries, which are not citizens or nationals of the European Union Member States, if they reside in the territory of the European Union Member States;
* employment of one person without entering into a written employment contract, not submitting an informative declaration regarding employees in respect of such person within a time period laid down in the laws and regulations, which is to be submitted regarding persons who commence work;
	+ - * 1. A subcontractor, by such a decision of a competent authority or a judgment of a court that has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of infringement of competition rights manifested as a vertical contract aimed at restricting the opportunity of a purchaser to determine the resale price, or horizontal cartel contract, except for the case when the relevant authority, upon determining infringement of competition rights, has released the candidate or tenderer from a fine or reduced fine within the framework of the co-operation leniency programme;
				2. Insolvency proceedings of the subcontractor have been announced (except the case where a bailout or similar set of measures is applied within insolvency proceedings oriented towards prevention of possible bankruptcy and restoration of solvency of the debtor, in which case the Contractor evaluates the possibility of such subcontractor to participate in the execution of the Contract), economic activity of the subcontractor has been suspended or discontinued, proceedings regarding bankruptcy of the subcontractor have been initiated or the subcontractor will be liquidated;
				3. The subcontractor has tax debts in the country where the Procurement is organised or a country where the subcontractor is registered or permanently residing, including debts of State social insurance contributions, exceeding in total EUR 150 in each country. In this case the Contractor may invite the subcontractor to pay all tax debts within 10 (ten) business days and allow such subcontractor to continue participation in the execution of this Contract;
				4. Any of the above-mentioned criteria applies to all members of a group of persons if the subcontractor is a group of persons.
		1. Meetings at monthly intervals (or more frequently, to the extent mutually agreed by the Parties), at which appropriate personnel of the Contractor shall be present, to discuss the progress and present the deliverables. All opinions or concerns expressed at and decisions adopted during each meeting shall be duly recorded or protocolled in writing or electronically.
		2. Upon the request of the Client and no later than within 3 (three) working days, the Contractor is obliged to provide all information related to the provision of the Services and its progress, as well as take part in meetings organised by the Client.
		3. The Contractor is obliged to provide the Client’s staff which is performing a check or audit or on-the-spot visit or any other outside body authorised by the Client to access all the information and documents, including information in electronic format, which are requested by the performer of the check or audit or on-the-spot-visit or any other outside body authorised for the performance of the check or audit or on-the-spot visit and which relates to the execution of this Contract. The Contractor shall allow the performer of the check or audit or on-the-spot visit or any other outside body authorised by the Client to copy the information and documents with due respect to the confidentiality obligation. The Contractor is obliged to agree in the contracts with its sub-contractors on the right of the Client to access and to copy their information and documents that relate to the execution of this Contract.
		4. The Contractor is obliged to comply with the following visibility requirements:
			1. Any reports, brochures, other documents or information connected with the Services that the Contractor produces and submits to the Client, any other third person or makes publicly available must include the following:
				1. a funding statement stating that the Project has received funding from European Union: “Rail Baltica is co-financed by the European Union’s Connecting Europe Facility”;
				2. (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 can be found in all European Union official languages at the website: [https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos](https://ec.europa.eu/growth/tools-databases/espd/filter);
				3. the European Union flag.
			2. Requirements set in Sections 4.1.10(a)(i) and 4.1.10(a)(iii) can be fulfilled by using the following logo:



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;

* + - 1. 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.
	1. The Client’s rights and obligations
		1. The Client has the right to request and to receive information on the course of the Services from the Contractor within 3 (three) business days from the request.
		2. The Client has the right to invite the Contractor no more often than once per 2 (two) weeks to provide information on the progress of the Services with the purpose to establish further actions and discuss any unclear matters.
		3. The Client is obliged to provide all and any information to the Contractor, which it requires for the completion of the Services and which is permissible to provide pursuant to Latvian law, as well as security concerns and to perform all other obligations stipulated in this Contract.
1. The Contractor and the Client's personnel; contact persons
	1. Contact person for the Client: [position], [name], [surname], phone number: [phone number], e-mail address: [e-mail address].
	2. Contact person for the Contractor: position], [name], [surname], phone number: [phone number], e-mail address: [e-mail address].
	3. The contact persons of the Parties shall be responsible for monitoring the progress of the performance of the obligations of each Party under this Contract and maintaining communication between the Parties. Whenever the contact person of a Party is temporarily unavailable, the duties of such contact person shall be performed by another duly qualified and competent employee of the Party.
	4. The contact person of each Party shall be responsible for duly notifying the contact person of the other Party of any changes occurring in the information specified at Sections 5.1 and 5.2 of this Contract.
	5. To provide the Services the Contractor shall involve key experts indicated in the Contractor’s proposal who have the required qualifications listed in Annex A Technical specification and, if needed, a sufficient number of other specialists as outlined in Annex A Technical Specification. For the avoidance of doubt, it is agreed and acknowledged by the Parties that all costs and expenses incurred by the Contractor toward engagement of personnel necessary for the supply of the services under this Contract have been included in and are forming part of the Fee.
	6. The Contractor shall be responsible for the work of its staff and ensure that the Client has free access to the staff during the Client's working hours. The Contractor shall ensure that the key experts indicated in the Contractor’s proposal participate in meetings with the Client upon Client’s request.
	7. The Client must approve replacement of the key experts indicated in the Contractor’s proposal. The qualifications of the proposed key experts must be equivalent to or higher than the qualifications of the replaced expert, and the work load must be at least the same as indicated in Annex B Contractor’s Proposal.
	8. The Contractor must replace every staff member involved in the performance of the Services (including key experts mentioned in Annex B Contractor’s Proposal, or replacement personnel), if requested by the Client and supported by any of the following reasons:
		1. repeated careless performance of duties;
		2. incompetence or negligence;
		3. non-fulfilment of obligations or duties stipulated in the Contract;
		4. termination of employment relations with the Contractor.
	9. The Client shall approve or reject the replacement of key experts indicated in the Contractor’s proposal 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 Contract.
2. Subcontractors
	1. The Contractor shall be responsible for the work of subcontractors.
	2. To complete the Services, the Contractor shall involve subcontractors indicated in the Contractor’s proposal.
	3. If the Contractor wishes to change a subcontractor who is indicated in the Contractor's proposal as a subcontractor with a work-load share of 10 (ten) per cent or more of the total Contract value (if the Contractor has not relied on the capabilities of the given subcontractor in its proposal in order to prove the Contractor’s suitability pursuant to the Regulation) or to involve a new sub-contractor whose work-load share is 10 (ten) per cent of the total Contract value or more, then a written application must be submitted to the Client and written consent must be obtained. The Client agrees to the change of a subcontractor or the involvement of a new subcontractor if the proposed subcontractors do not meet the exclusion criteria defined in the first and second paragraph of Public Procurement Law, Article 42.
	4. The subcontractor, upon whose capabilities the Contractor was relying on in the Procurement in order to certify the compliance of its qualification to the requirements stipulated in the Procurement Regulation, can be changed only with prior permission by the Client if the proposed subcontractor has the qualifications complying with the requirements stipulated in the Procurement Regulation and if the proposed subcontractors does not meet the exclusion criteria defined in the first and second paragraph of Public Procurement Law, Article 42.
	5. The Client decides to approve or reject the change in the Contractor's subcontractors or the involvement of new subcontractors 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 this Contract.
3. Contractual penalties and compensation of damages
	1. If the Client delays the Contractual payments, then the Client shall pay a penalty of 0.2 (zero point two) per cent of the delayed payment for each day of delay, but not more than 10 (ten) per cent of the total outstanding amount.
	2. If the Contractor does not comply with a deadline for submission of Deliverable(s) determined in the Contract or does not conform with the time limits set for correcting faults and errors made, the Contractor shall pay a penalty of 0.2 (zero point two) per cent of the Fee for each day of delay, but not more than 10 (ten) per cent of the total Fee.
	3. In case of a unilateral termination of this Contract, not related to non-performance or improper performance of the Contract, a termination penalty of 10 (ten) per cent of the Fee is to be paid by the initiator of the termination.
	4. If the Contractor fails to comply with the restrictions of professional activities laid down in this Contract, then the Contractor shall pay a penalty of 0.5 (zero point five) per cent of the Fee for each of the identified cases, but the total penalty amount may not exceed 10 (ten) per cent of the Fee.
	5. The Contractor shall reimburse the Client any contractual penalties and damages; the Client may deduct this amount from any sums payable to the Contractor pursuant to the Contract.
	6. The Contractor shall be entitled to claim compensation for damages from the Client, respectively, in the following cases:
		1. the Client unjustifiably does not approve the change of personnel and/or subcontractors;
		2. in other cases where the Contractor has incurred losses due to the Client's fault.
	7. The Contractor shall compensate damages to the Client in the following cases:
		1. the Contractor has not corrected the errors or faults within the time period set by the Client;
		2. in other cases where the Client has incurred losses due to the Contractor's fault.
	8. Without prejudice to any other rights a Party may have under this Contract, including, without limitation, the right to receive contractual penalty, each Party shall be entitled to enforce its rights under this Contract to recover damages and costs (including reasonable attorney's fees) caused by any breach of any provision of this Contract amounting up to the double of the Fee and to exercise all other rights existing in its favour, regardless of termination of this Contract for any reason whatsoever. The Parties hereto agree and acknowledge that money damages would not be an adequate remedy for any breach of this Contract and that any Party may, in its sole discretion, apply to any court of competent jurisdiction for specific performance and/or other injunctive relief in order to enforce, or prevent any violation of this Contract.
	9. In order to qualify for receiving compensation the Parties shall warn each other in advance of occurrence of situations causing damages.
	10. The payment of any contractual penalty hereunder shall not relieve either Party from the responsibility to perform any of the obligations of such Party set forth in the Contract or deriving from the applicable law.
4. Amending the Contract
	1. The Contract can be amended in compliance with the provisions of Article 61 of the Public Procurement Law including but not limited to the provisions of point 5 of Section 2 of Article 61.
	2. If after the conclusion of the Contract amendments are made to the existing laws and regulations and in consequence the costs of Contractor's Services increase or decrease and when a prior warning has been given, then, after a mutual Contract by the Parties, the Fee is amended.
	3. Amendments to the Contract are proposed by the Party who sees a need for the amendments by submitting a justification for the proposal of amendments.
	4. Amendments and supplements to the Contract shall be valid only when they have been prepared in writing and signed by the Parties; they shall be enclosed to this Contract and become an integral part of it.
	5. The Contractor shall be entitled to an extension of the deadline for performing the Services if:
		1. the Client prevents or stops the execution of Services due to circumstances outside of the Contractor’s control;
		2. the execution of Services has been hampered by significant amendments to this Contract or its Annexes, which have not been caused by the Contractor.
	6. When deciding on amending the Contract, compliance with Public Procurement Law of the Republic of Latvia, Procurement and requirements under its Regulation must be ensured.
5. Term and validity of the Contract
	1. The Contract shall enter into force on the date of signature and shall be valid until the full execution of the commitments made.
	2. The Contractor has the right to unilaterally terminate the Contract if:
		1. the Client does not make the necessary payment for accepted Services and the Contractual penalty of this payment reaches 10 (ten) per cent of the outstanding amount and has not rectified this breach of the Contract within 20 (twenty) business days after receiving a warning of termination of the Contract from the Client;
		2. the Client is declared insolvent, its business activities are suspended or terminated, legal proceedings have been initiated on the Client's bankruptcy or it is established that the Client will be liquidated by the time of the Contract's expiry.
	3. The Client has the right to unilaterally terminate the Contract if:
		1. the Deliverables are not submitted within 15 (fifteen) days after the submission deadline for each Deliverable or if the Contractor has not corrected the errors and faults within the Client's prescribed time period;
		2. the Contractor's Contractual penalty reaches 10 (ten) per cent of the Fee;
		3. the Contractor has been declared insolvent, its business activities are suspended or terminated, legal proceedings have been initiated on the Contractor's bankruptcy or it is established that the Contractor will be liquidated by the time of the Contract's expiry;
		4. the Contractor fails to perform key expert replacement according to the procedure prescribed in this Contract and has not rectified this breach of the Contract within 10 (ten) business days after receiving a warning from the Client;
		5. if the Contractor fails to comply with the restrictions on professional activities laid down in this Contract.
	4. If the Client has unilaterally terminated the Contract due to non-fulfilment of the obligations undertaken in the Contract by the Contractor, the Client has the right within 12 (twelve) months from the date of the termination of the Contract to disqualify the Contractor from participation in any tenders organized by the Client.
	5. By a mutual written Contract, the Parties may terminate the Contract for any other reason.
	6. If any of the provisions of the Contract become void, it shall not affect other provisions of the Contract.
6. Copyright
	1. The Contractor acknowledges that, as between the Parties, the Client owns all right, title, and interest in and to all components of all Deliverables and all related documentation, including all improvements and derivatives thereof and modifications thereto. The Contractor may not assign, transfer, sell, license, sublicense or grant any right in or to the any of Deliverables to any other person or entity.
	2. Unless agreed otherwise in writing between the Parties, the Contractor hereby transfers to the Client and the Client shall have ownership of all intellectual property rights (except personal copyrights of an author) created, developed, subsisting or used in relation to provision of the Services under this Contract, whether in existence at the date hereof or created in the future (hereinafter – the “**Intellectual Property Rights**”) in the documents or other material and data or other information provided to the Contractor in the context of this Contract. For the avoidance of doubt all Deliverables and submitted supplementary materials (including, but not limited to fully functional model source files containing developed formulas for all models, for example, life-cycle cost model, asset management model, infrastructure maintenance organization model, track access charging (TAC) model and capacity allocation model) shall become the intellectual property of the Client. The copyright is transferred to the Client on an ongoing basis, i.e. immediately after the completion of a part of the Deliverable that falls under the concept of a “work” under Copyright Law of the Republic of Latvia, without the need to deliver or present the respective part of the Deliverable to the Client. For the avoidance of doubt, the Contractor shall be deemed to have granted the Client also the right to use the documents or other material and data or other information for whatever purpose, including but not limited to publishing such documents, either in full or in part.
	3. The copyright fee has been included in the Fee. The transfer of copyrights shall also remain valid if the Contract is prematurely terminated for any reason and/or terminated without the complete delivery of the Deliverables.
	4. The Client has the right to publish material submitted by the Contractor without the Contractor's permission, as well as to require the Contractor to change it, to redo it, to divide it into parts. If the Contractor and the Client cannot agree on the execution of this work, the Client is entitled to involve another Contractor in carrying out the said task.
	5. The Contractor shall undertake to ensure that the Services, the execution of Services or the use of the any of the Deliverables not violate the rights, including copyright, of third persons.
	6. If the Services, the execution of the Services or the use of the Deliverables or other deliverables produced while rendering the Services violate the rights of third persons, the Contractor shall be liable for the violation. The Contractor shall be obliged to compensate the damage caused to third persons and satisfy for the Client any claims for the compensation of damage filed against the Client by third persons.
7. Confidentiality and professional restrictions
	1. The Contractor agrees that any information (“**Confidential information**”) obtained in the course of fulfilment of the Contract will be considered as confidential.
	2. The Contractor undertakes not to disclose without a prior written consent of the Client any Information obtained in the course of fulfilment of the Contract, save for the cases referred to in Section 11.4 of the Contract. This provision shall be applicable during the validity of the Contract, and shall remain effective also after the expiration or termination of the Contract.
	3. The Contractor undertakes to provide Information to their employees only to the extent required for provision of the Services and due performance of the Contract. The Contractor ensures that its employees or other persons involved in the provision of the Services respect the provisions of confidentiality defined in the Contract. The Contractor shall be fully responsible for the damages caused to the Client due to the reveal of the Information to the third persons, disregarding whether the Information was revealed by the Contractor itself, its employees or by other persons involved in the provision of the Services.
	4. The disclosure of the Information will not be considered a breach of the Contract if it is revealed due to the legislative requirements and in accordance with the provisions of the normative enactments or EU legislation, including the obligation of the Client to disclose the Contract terms to any authorities controlling spending of public funds.
	5. The Contractor, if itself or through its engaged persons is in breach of the confidentiality obligation, shall compensate direct losses incurred by the Client.
	6. During the validity of this Contract, the Contractor, as well as their staff, must not engage directly or indirectly in business, financial or professional activities that may affect the execution of Services specified in this Contract and the results of the procurement procedure.
	7. The Contractor undertakes not to use any information or material or other kind of valuables for purposes other than the provision of the Services, e.g. use for commercial gain, use in any way to make it public, reproduce, etc.
	8. Upon the earlier of:
		1. expiration of the Term;
		2. termination of this Contract; or
		3. a written request by the Company,

the Contractor shall return to the Company all Confidential Information in its possession or control, including any copies, reproductions, or derivative works thereof.

* 1. The confidentiality obligation shall not expire in time.
	2. If the Contractor violates its confidentiality obligation, then it shall be liable to pay to the Client a contractual penalty in the amount corresponding to thrice (3x) the total sum of Fee.
1. Force Majeure
	1. Parties are exempt from liability for full or partial non-compliance with the Contract if such failure is due to force majeure or extraordinary circumstances that began after the conclusion of the Contract and that could not have been previously foreseen or prevented. Force majeure or extraordinary circumstances include: natural disasters, including nature catastrophes, other disasters and accidents, epidemics, acts of war, strikes, internal unrest, blockades, as well as the adoption of such legislation that prevents all or one of the Parties to continue the fulfilment of the Contract, and other circumstances that do not fall within the Parties' possible control.
	2. A Party who refers to the effect of force majeure or extraordinary circumstances, must immediately, but not later than within five (5) days, report these conditions in writing to other Parties. The report shall state the period within which, in its opinion the Contractual obligations may be performed and expected, and at the other Party's request, a notification issued by a competent authority must be submitted, containing a confirmation of the occurrence of force majeure event or exceptional circumstances, as well as their description. When the further execution of the Contract is not possible, the Parties shall draw up an Act of Acceptance and the Contractor shall receive payment for all of the properly performed part of the Services submitted. If the force majeure continues for more than one (1) month and the Parties are unable to agree on the further execution of the Contract, either Party has the right to unilaterally terminate the Contract by submitting a written notice to the other Parties.
2. on-the-spot visits
	1. By giving a written notice 5 (five) working days in advance, but in case of an unannounced check without an advance notice, the Client may carry out on-the-spot visits to the sites and premises where the activities implemented within the Contract are or were carried out.
	2. On-the-spot visits may be carried out either directly by the authorised staff of the Client or by any other outside body authorised to do so on behalf of the Client. Information provided in the framework of on-the-spot visits shall be treated on confidential basis. The Client shall ensure that any outside body authorised shall be bound by the confidentiality obligation.
	3. Contractor 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 Contract, 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.
	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.
3. technical, legal and financial CHECKS and AUDITS
	1. By giving a written notice 5 (five) working days in advance, but in case of an unannounced check or audit without an advance notice, the Client may carry out technical, legal and financial checks and audits in relation to the implementation of the Contract.
	2. Checks and audits may be carried out either directly by the authorized staff of the Client or by any other outside body authorised to do so on Client’s behalf.
	3. Information and documents obtained in the framework of checks or audits shall be treated on a confidential basis. Client shall ensure that its staff and any outside body authorised by the Client be bound by the confidentiality obligation.
	4. Contractor 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 Contract, 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
4. governing law; Resolution of disputes
	1. The rights of the Parties hereto and the validity, interpretation and implementation of this Contract shall be governed by and construed and interpreted in accordance with the laws of the Republic of Latvia. In the event of any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination or invalidity hereof or thereof, the disputing Party shall provide written notice thereof to the other Party. The Parties shall attempt in the first instance to resolve such dispute through amicable consultations.
	2. When any dispute occurs, and is the subject of amicable consultations, the Parties shall continue to exercise their remaining respective rights, and fulfil their remaining respective obligations, under this Contract.
	3. If the dispute is not resolved by amicable consultation within thirty (30) days after notice of a dispute is given by a Party, then any Party may submit the dispute for final resolution by a competent court of the Republic of Latvia.
5. Additional provisions
	1. All types of notices, orders, approvals, attestations, Contracts and decisions to be issued pursuant to the Contract or other communication to be given in accordance with this Contract must be issued in writing and duly signed by the notifying Party or on its behalf and delivered in person or sent by prepaid registered mail to the address of the relevant party specified below (or as otherwise notified by the party concerned pursuant to this Contract):

RB Rail AS:

Address: K.Valdemāra iela 8-7, Riga, LV-1010, Latvia

Contractor:

Address: [●]

* 1. Any such notice shall be deemed to be received:
		1. if delivered personally – upon delivery;
		2. if delivered by prepaid registered mail – 5 (five) business days after the date of sending.
	2. For the avoidance of doubt, unless expressly otherwise provided for in this Contract, a notice given under this Contract shall not be deemed to be duly delivered if sent by e-mail.
	3. Communication between the Parties (e.g. information, requests, submissions, formal notifications, etc.) during the Contract must be carried out in English.
	4. If the final day of a time period referred to in this Contract is Saturday, Sunday or a holiday prescribed by law, the following working day shall be considered the final day of the time period.
	5. The Contract is concluded in 2 (two) copies, one for each, all having the same legal effect.
1. Annexes[[13]](#footnote-13)

Annex A – Technical Specification of the Procurement Regulation for the Procurement No [●] “[●]”.

Annex B –Contractor’s Proposal;

Annex C – Contractor’s Declaration.

1. Details of the Parties

|  |  |  |
| --- | --- | --- |
|  | **Client:** | **Contractor:** |
|  | **RB Rail AS** | [●] |
| Registration No | 40103845025 | [●] |
| Address | K. Valdemāra iela 8-7 Riga, LV 1010, Latvia | [●] |
| Contact Person: | [●] | [●] |
| Phone: | [●] | [●] |
| E-mail: | [●] | [●] |
|  |  |  |
| Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Baiba Anda Rubesa  | [●] |
|  | Chairperson of the Management Board  | [●] |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | [●]  |
|  | the Management Board Member |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | [●]  |
|  | the Management Board Member |

Annex C: contractor’s declaration

I, the undersigned duly authorised representative, on behalf of [*name of the Contractor*] undertake:

1. To respect the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively;
2. Not to use forced or compulsory labour in all its forms, including but not limited to not employ people against their own free will, nor to require people to lodge ‘deposits’ or identity papers upon commencing employment;
3. Not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons;
4. To ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place;
5. To ensure the payment of wages in legal fashion, at regular intervals no longer than one month, in full and directly to the workers concerned; to keep an appropriate record of such payments. Deductions from wages will be conducted only under conditions and to the extent prescribed by the applicable law, regulations or collective Contract, and the workers concerned shall be informed of such deductions at the time of each payment. The wages, hours of work and other conditions of work shall be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective Contracts covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out;
6. To ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health;
7. To support and respect the protection of internationally proclaimed human rights and not to become complicit in human rights abuses;
8. To create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment;
9. To have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment; wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices;
10. To identify and manage chemical and other materials posing a hazard if released to the environment to ensure their safe handling, movement, storage, recycling or reuse and disposal;
11. To monitor, control and treat as required prior to discharge or disposal wastewater and solid waste generated from operations, industrial processes and sanitation facilities;
12. To characterize, monitor, control and treat as required prior to discharge or disposal air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations;
13. To reduce or eliminate at the source or by practices, such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials, waste of all types, including water and energy;
14. To adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery;
15. To disclose (a) any situation that may appear as a conflict of interest, such as but not limited to: where a Contractor or an undertaking related to the Contractor has advised a Beneficiary or Implementing Body or has otherwise been involved in the preparation of the procurement procedure; and (b) if any Beneficiaries’ or Implementing Bodies’ official, professional under contract with Beneficiary or Implementing Body or sub-contractor may have a direct or indirect interest of any kind in the Contractor's business or any kind of economic ties with the Contractor;
16. Not to offer any benefit such as free goods or services, employment or sales opportunity to a Beneficiary’s and Implementing Body’s staff member in order to facilitate the Contractors’ business with Beneficiaries or Implementing Bodies;
17. Within a period set in the applicable national legislation following separation from service or award of a contract, as the case may be, to refrain from offering employment to any Beneficiaries’ and Implementing Bodies’ staff in service and former Beneficiaries’ and Implementing Bodies’ staff members who participated in the procurement process and to whom a legal restriction to receive material benefits from or be employed by a Contractor which participated in a procurement procedure or restrictions with similar effect applies;
18. To promote the adoption of the principles set forth in this Contractor’s Declaration by my potential business partners and promote the implementation of the principles set forth in this document towards own Contractors;
19. Not procure goods, works and services from other Contractors:
	1. Who, or its member of the Management Board or the Supervisory Board or procurator of such Contractor, or a person having the right to represent such Contractor in activities related to a subsidiary, has been found guilty in any of the following criminal offences by a such punishment prescription of prosecutor or a judgement of a court that has entered into effect and is non-disputable and not subject to appeal:
		1. bribetaking, bribery, bribe misappropriation, intermediation in bribery, taking of prohibited benefit or commercial bribing;
		2. fraud, misappropriation or laundering;
		3. evading payment of taxes and payments equivalent thereto,
		4. terrorism, financing of terrorism, invitation to terrorism, terrorism threats or recruiting and training of a person for performance of terror acts;
	2. who, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of an infringement of employment rights which means:
		1. employment of such one or more citizens or nationals of countries, which are not citizens or nationals of the European Union Member States, if they reside in the territory of the European Union Member States illegally;
		2. employment of one person without entering into a written employment contract, not submitting an informative declaration regarding employees in respect of such person within a time period laid down in the laws and regulations, which is to be submitted regarding persons who commence work;
	3. who, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of infringement of competition rights manifested as a vertical Contract aimed at restricting the opportunity of a purchaser to determine the resale price, or horizontal cartel Contract, except for the case when the relevant authority, upon determining infringement of competition rights, has released the candidate or tenderer from a fine or reduced fine within the framework of the co-operation leniency programme;
	4. whose insolvency proceedings have been announced (except the case where a bailout or similar set of measures is applied within insolvency proceedings oriented towards prevention of possible bankruptcy and restoration of solvency of the debtor, in which case I shall evaluate the possibility of such Contractor to participate in the tender), economic activity of such Contractor has been suspended or discontinued, proceedings regarding bankruptcy of such Contractor have been initiated or such Contractor will be liquidated;
	5. who has tax debts in the country where the procurement is organised or a country where such Contractor is registered or permanently residing, including debts of State social insurance contributions, in total exceeding an amount which is common threshold in public procurements in the respective country.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*signature*] [*name, last name*] [*position*] [*date*]

1. The information on the size of the Candidate is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal. [↑](#footnote-ref-1)
2. 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> [↑](#footnote-ref-2)
3. Article 3, point (2): <http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1489656599614&uri=CELEX:32016L2370> [↑](#footnote-ref-3)
4. Article 3, point (2f) “essential functions” of infrastructure management means decision-making concerning train path allocation, including both the definition and the assessment of availability and the allocation of individual train paths, and decision-making concerning infrastructure charging, including determination and collection of charges, in accordance with the charging framework and the capacity allocation framework established by the Member States […]. [↑](#footnote-ref-4)
5. Article 7, point (1): <http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1489656599614&uri=CELEX:32016L2370> [↑](#footnote-ref-5)
6. <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52013SC0013&from=EN> [↑](#footnote-ref-6)
7. <https://ec.europa.eu/transport/modes/rail/market/infrastructure-managers-prime_en> [↑](#footnote-ref-7)
8. definitions “Tenderer” and “the Contractor” are considered as equal in terms of their meaning. [↑](#footnote-ref-8)
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>) [↑](#footnote-ref-9)
10. Grant Agreement under the Connecting Europe Facility (CEF) -Transport Sector Agreement No INEA/CEF/TRAN/M201[●]/[●] [↑](#footnote-ref-10)
11. Grant Agreement under the Connecting Europe Facility (CEF) -Transport Sector Agreement No INEA/CEF/TRAN/M201[●]/[●] [↑](#footnote-ref-11)
12. Grant Agreement under the Connecting Europe Facility (CEF) -Transport Sector Agreement No INEA/CEF/TRAN/M2017/\_\_\_\_ [↑](#footnote-ref-12)
13. *Content of this Section can change after results of the procurement.* [↑](#footnote-ref-13)