

*Approved by  
RB Rail AS Procurement  
"Organisation Services for Rail Baltica Global Forum"  
Procurement commission's decision  
dated 21 December 2018, session minutes No 1*

**REGULATION**

**PROCUREMENT**

**"ORGANISATION SERVICES FOR RAIL BALTICA GLOBAL FORUM"**

**(IDENTIFICATION NO RBR 2018/30)**



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

2018

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## 1. GENERAL INFORMATION

- 1.1. The identification number of this procurement is No RBR 2018/30.
- 1.2. The applicable CPV codes are: 79952000-2 (Event services) and 55520000-1 (Catering services).
- 1.3. The contracting authority is joint stock company RB Rail AS, legal address: K.Valdemara iela 8–7, Riga, LV-1010, Latvia (hereinafter – Contracting authority).
- 1.4. Procurement “Organisation Services for Rail Baltica Global Forum” (hereinafter – Procurement) is organized according to Public Procurement Law of the Republic of Latvia (Paragraph 1, Section 10) in effect on the date of publishing the contract notice.
- 1.5. The Procurement is co-financed by the Contracting authority and Connecting Europe Facility (CEF).
- 1.6. The estimated value of the contract is 70 000,00 EUR (seventy thousand *euros*).
- 1.7. This Procurement is carried out using E-Tenders system which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EKEIS/Supplier>).
- 1.8. The Procurement regulation (hereinafter – Regulation) and all its annexes are freely available in Contracting authority’s profile in the E-Tenders system at webpage <https://www.eis.gov.lv/EKEIS/Supplier> and the internet webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 1.9. Amendments to the Regulation and answers to Suppliers’ questions shall be published on the E-Tenders system’s webpage <https://www.eis.gov.lv/EKEIS/Supplier> and the Contracting authority’s internet webpage <http://railbaltica.org/tenders/>. It is the Supplier’s responsibility to constantly follow the information published on the webpage and to take it into consideration in its proposal.
- 1.10. Contact person of the Contracting authority for this Procurement: Procurement Manager, Aiga Benfelde, e-mail address: [aiga.benfelde@railbaltica.org](mailto:aiga.benfelde@railbaltica.org).
- 1.11. The Procurement commission and the Supplier exchange information in writing in English or Latvian (accompanied by a translation in English), by sending documents electronically via e-mail or using E-Tenders system.
- 1.12. The Supplier can request additional information regarding the Regulation. Additional information can be requested in writing, by sending the request to the Procurement commission electronically via e-mail or using E-Tenders system. Additional information must be requested in a timely fashion, so that the Procurement commission can give it a reply no later than 6 (six) days prior to the deadline for proposal submission. The Procurement commission shall provide additional information, that is relevant to the procurement exercise and that the Contracting Authority has available within its possession for provision, within 5 (five) business days from the day of receipt of the request.
- 1.13. The Supplier covers all expenses, which are related to the preparation of the proposal and its submission to the Contracting authority. The submitted proposals are not returned to the Tenderer, unless specifically envisaged in the Regulation.

## **2. THE RIGHTS OF THE PROCUREMENT COMMISSION**

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

## **3. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION**

- 3.1. The Procurement commission ensures the documentation of the process of the Procurement procedure.
- 3.2. The Procurement commission ensures free and direct electronic access to the Procurement procedure documents in Contracting authority's profile at the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier> and at the internet webpage of the joint stock company RB Rail AS <http://railbaltica.org/tenders/>.
- 3.3. If an interested Supplier has in a timely fashion in writing by post or electronically, or delivering in person, requested additional information about the requirements included in Procurement procedure documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the Procurement commission provides a response electronically within 5 (five) business days, but not later than 6 (six) days before the deadline for submitting proposals. Simultaneously with sending this information to the Supplier who had asked the question, the Contracting authority publishes this information in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier> and on its internet webpage <http://railbaltica.org/tenders/>, where Procurement procedure documents are available, indicating the question asked.
- 3.4. If the Contracting authority has amended the Procurement procedure documents, it publishes this information in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier> and on the Contracting authority's internet webpage <http://railbaltica.org/tenders/>, where Procurement procedure documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication.
- 3.5. The exchange and storage of information is carried out in such a way that all data included in the Proposals are protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for their submission. In time between the day of the submission of Proposals till the moment of opening thereof the Contracting authority does not disclose information regarding the existence of other Proposals. In the time period of Proposal assessment till the moment of the announcement of the results the

Contracting authority does not disclose information regarding the assessment process.

- 3.6. The Procurement commission assesses the Tenderers and their submitted Proposals based on the Public Procurement Law of the Republic of Latvia, Procurement procedure documents, as well as other regulatory enactments.
- 3.7. If the Procurement commission determines that the information about the Tenderer, its subcontractors and persons upon whose capabilities the Tenderer is relying that is included in the submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies or expands the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required to prepare and submit such information. If the Procurement commission has demanded to clarify or expand upon the submitted documents, but the Tenderer has not done this in accordance with the requirements stipulated by the Procurement commission, the Procurement commission is under no obligation to repeatedly demand that the information included in these documents be clarified or expanded upon.
- 3.8. The Procurement commission prepares a report on the Procurement procedure and publishes it in Contracting authority's profile on the E-Tenders system's webpage <https://www.eis.gov.lv/EKEIS/Supplier> and on the Contracting authority's internet webpage <http://railbaltica.org/tenders/> within 5 (five) business days from day when the decision about the results of the Procurement is taken.

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

- 4.1. To submit tenderer's Electronic Procurement System registration documents (if the Tenderer is not registered in Electronic Procurement System) in State Regional Development Agency (please see information here <http://www.railbaltica.org/procurement/e-procurement-system/>).
- 4.2. The Tenderer can request and within 3 (three) business days after submitting the request receive a copy of the Proposal opening sheet, which is an Annex to the Proposal opening meeting minutes.
- 4.3. If the Contracting authority gets the necessary information about the Tenderer directly from a competent institution, through data bases or other sources and the Tenderer's submitted information differs from information obtained by the Contracting authority, the Tenderer in question has the right to submit evidence to prove the correctness of the information the Tenderer has submitted, if the information obtained by the Contracting authority does not conform to the factual situation.
- 4.4. If a Tenderer believes that its rights have been violated or such violation is possible due to possible violation of the regulatory enactments of the European Union or other regulatory enactments, the Tenderer has the right to submit a complaint to the Procurement Monitoring Bureau according to the procedure stipulated in the Public Procurement Law regarding the Tenderer selection requirements, technical specifications or other requirements relating to this Procurement, or relating to the activities by the Contracting authority or the Procurement commission during the Procurement procedure.

## 5. SUBJECT-MATTER OF THE PROCUREMENT

- 5.1. The procurement is organised to procure organisation services for Rail Baltica Global Forum in accordance with the Technical Specifications (Annex No 3) (hereinafter – the Services).
- 5.2. The Services will be provided in Vilnius, Lithuania.
- 5.3. The Tenderer can submit a proposal for the entire volume of the Procurement only. No partial proposals will be accepted.
- 5.4. The Tenderer is not permitted to submit variants of the Proposals. If variants of the Proposal shall be submitted, the Proposal will not be reviewed.

## 6. TENDERER

- 6.1. The Proposal can be submitted by:
  - 6.1.1. A Supplier, who is a legal or natural person (hereinafter – Tenderer) which offers on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers;
  - 6.1.2. A group of Suppliers (hereinafter also – Tenderer, partnership) which offer on the market to perform works, supply products or provide services accordingly and complies with the selection criteria for Tenderers:
    - 6.1.2.1. A group of Suppliers who have formed a partnership for this Procurement. In this case all the members of the partnership shall be listed in Annex No 1. If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of Latvian Civil Law Sections 2241-2280) and shall submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of Latvian Commercial Law, Chapter IX and X) and notify the Contracting authority in writing.
    - 6.1.2.2. An established and registered partnership (a general partnership or a limited partnership, within the meaning of Latvian Commercial Law, Chapter IX and X) (hereinafter also – Tenderer) which complies with the selection criteria for Tenderers.

## 7. SELECTION CRITERIA FOR TENDERERS

### 7.1. Exclusion grounds

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

No	Requirement	Documents to be submitted ( <i>no obligation to submit documents, unless specifically requested by the Procurement commission</i> )
1.	Within previous 3 (three) years before submission of the Proposal the Tenderer or a person who is the	- For a Tenderer and a person who is the Tenderer's board or council member, person with

No	Requirement	Documents to be submitted ( <i>no obligation to submit documents, unless specifically requested by the Procurement commission</i> )
	<p>Tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, has been found guilty of or has been subjected to coercive measures for committing any of the following criminal offences by such a public prosecutor's order regarding punishment or a court judgement that has entered into force and may not be challenged and appealed:</p> <p>a) establishment, management of, involvement in a criminal organisation or in an organised group included in the criminal organisation or other criminal formation, or participation in criminal offences committed by such an organisation,</p> <p>b) bribe-taking, bribery, bribe misappropriation, intermediation in bribery, unauthorised participation in property transactions, taking of prohibited benefit, commercial bribing, unlawful claiming of benefits, accepting or providing of benefits, trading influences,</p> <p>c) fraud, misappropriation or money-laundering,</p> <p>d) terrorism, terrorism funding, creation or organization of a terrorist group, traveling for terrorist purposes, justification of terrorism, calling to terrorism, terrorism threats or recruiting or training a person in performance of acts of terrorism,</p> <p>e) human trafficking,</p> <p>f) evasion from payment of taxes or similar payments.</p>	<p>representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.</p> <ul style="list-style-type: none"> <li>- For a Tenderer, who is registered in Latvia and a person who is the Tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch is registered or residing outside of Latvia, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</li> <li>- For a Tenderer and a person who is the Tenderer's board or council member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, which are registered or residing outside of Latvia the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
2.	It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude	<ul style="list-style-type: none"> <li>- For a Tenderer which is registered or residing in Latvia, the Contracting authority shall verify</li> </ul>

No	Requirement	Documents to be submitted ( <i>no obligation to submit documents, unless specifically requested by the Procurement commission</i> )
	<p>the procurement contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions exceeding 150 euro in total in any of the countries.</p>	<p>the information itself in publicly available databases.</p> <ul style="list-style-type: none"> <li>- For a Tenderer which is registered or residing outside of Latvia, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
3.	<p>Tenderer's insolvency proceedings have been announced, the Tenderer's business activities have been suspended, the Tenderer is under liquidation.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer which is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer which is registered or residing outside of Latvia, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
4.	<p>In case a person who drafted the procurement procedure documents (Contracting authority's official or employee), Procurement commission member or expert is related to the Tenderer, or is interested in selection of some Tenderer, and the Contracting authority cannot prevent/resolve this situation by measures that cause less restrictions on Tenderers (such a Tenderer shall be excluded from the Procurement procedure). A person who drafted the Procurement procedure documents (Contracting authority's official or employee), Procurement commission member or expert is presumed to be related to the Tenderer in any of the following cases:</p> <ul style="list-style-type: none"> <li>- If he or she is a current or and ex-employee, official, shareholder, procura holder or member of a Tenderer or a subcontractor which are legal persons and if such relationship with the legal person</li> </ul>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>



No	Requirement	Documents to be submitted ( <i>no obligation to submit documents, unless specifically requested by the Procurement commission</i> )
	<p>terminated within the last 24 (twenty four) months.</p> <ul style="list-style-type: none"> <li>- If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – relative) of a Tenderer's or subcontractor's, which is a legal person, shareholder who owns at least 10% of the shares in a joint-stock company, shareholder in a limited liability company, procure holder or an official.</li> <li>- or if he or she is a relative of a Tenderer or a subcontractor which is a natural person.</li> </ul> <p>If the Tenderer is a partnership, consisting of natural or legal persons, a relation to the Tenderer is presumed also if a person who drafted the Procurement procedure documents (Contracting authority's official or employee), Procurement commission member or expert is related to a member of a partnership in any of the above mentioned ways.</p>	
5.	<p>The Tenderer has an advantage that limits competition in the Procurement procedure if it or its related legal person consulted the Contracting authority or the Tenderer was otherwise involved in preparing the Procurement, and the advantage cannot be prevented by less restrictive measures, and the Tenderer cannot prove that its or its related legal person's participation in preparing the Procurement procedure does not restrict competition.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
6.	<p>Within previous 12 (twelve) months before submission of the Proposal, by such a decision of a competent authority or a court judgment which has entered into force and may not be</p>	<ul style="list-style-type: none"> <li>- For a Tenderer, which is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.</li> </ul>

No	Requirement	Documents to be submitted ( <i>no obligation to submit documents, unless specifically requested by the Procurement commission</i> )
	challenged and appealed, the Tenderer has been found guilty of violating competition laws manifested as a horizontal cartel agreement, except for the case when the relevant authority, upon detecting violation of competition laws, has released the Tenderer from a fine or has decreased the fine for cooperation within a leniency program.	<ul style="list-style-type: none"> <li>- For a Tenderer which is registered or residing outside of Latvia, the Tenderer shall submit an appropriate evidence from the competent authority of the country of registration or residence regarding the (non)existence of such exclusion grounds.</li> </ul>
7.	Within previous 3 (three) years before submission of the Proposal, by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed, the Tenderer has been found guilty of a violation manifested as employment of one or more persons which do not possess the required employment permit or if it is illegal for such persons to reside in a Member State of the European Union.	<ul style="list-style-type: none"> <li>- For a Tenderer, which is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer which is registered or residing outside of Latvia, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence regarding the (non)existence of such exclusion grounds.</li> </ul>
8.	Within previous 12 (twelve) months before submission of the Proposal, by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed, the Tenderer has been found guilty of a violation manifested as employment of a person without a written employment contract, by failing within the term specified in regulatory enactments to submit an informative employee declaration regarding this person, which must be submitted about persons, who start working.	<ul style="list-style-type: none"> <li>- For a Tenderer, which is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer which is registered or residing outside of Latvia, the Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence regarding the (non)existence of such exclusion grounds.</li> </ul>
9.	The Tenderer has provided false information to prove its compliance with provisions of Section 7.1., or qualification criteria, or has not provided the required information at all.	No obligation to submit documents, unless specifically requested by the Procurement commission.

No	Requirement	Documents to be submitted ( <i>no obligation to submit documents, unless specifically requested by the Procurement commission</i> )
10.	The Tenderer is offshore <sup>1</sup> legal entity or association of persons.	<ul style="list-style-type: none"> <li>- For a Tenderer which is registered in Latvia the Contracting authority shall verify the information itself by using the information system laid down by the Cabinet of Ministers, obtaining information from the Enterprise register;</li> <li>- For a Tenderer which is registered outside of Latvia the Tenderer shall submit a copy of a valid registration certificate or a similar document issued by a competent authority, wherefrom at least the fact of registration country of the Tenderer can be determined.</li> </ul>
11.	The owner or keeper of more than 25 percent of share capital (share) of a Tenderer, which is registered in Latvia, is offshore legal entity or association of persons.	<ul style="list-style-type: none"> <li>- For a Tenderer which is registered in Latvia: <ul style="list-style-type: none"> <li>o the Contracting authority shall verify the information itself in publicly available databases. If information about the Tenderer isn't available, Tenderer shall submit self – declaration which approves fact that there are no owners or keepers of more than 25 percent of share capital (share) of a Tenderer which are registered offshore;</li> <li>o if the Tenderer is a joint stock company, Tenderer additionally shall submit self-declaration which approves fact that there are no owners or keepers of more than 25 percent of share capital (share) of a Tenderer, which are registered offshore.</li> </ul> </li> </ul>

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

No	Requirement	Documents to be submitted ( <i>no obligation to submit documents, unless specifically requested by the Procurement commission</i> )
12.	Anyone of subcontractors indicated by the Tenderer whose estimated value of the works or services to be provided is 10% of the total value of the public works, services or supply contract or person on whose capacity Tenderer is relying is a registered offshore company (legal person) or offshore association of persons.	<ul style="list-style-type: none"> <li>- For a subcontractors or person on whose capacity Tenderer is relying, which is registered in Latvia, the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a subcontractors or person on whose capacity Tenderer is relying, which is a legal person registered abroad (with its permanent place of residence abroad) the Tenderer shall submit a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration.</li> </ul>
13.	International or national sanctions or substantial sanctions by the European Union or the North Atlantic Treaty Organization Member State affecting the interests of the financial and capital market has been imposed to the Tenderer or a person who is the Tenderers board or council member, person with representation rights or a procura holder, or a person who is authorized to represent the Tenderer in operations in relation to a branch and such sanctions can affect the execution of the Contract.	No obligation to submit documents, unless specifically requested by the Procurement commission.

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

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

No	Requirement	Documents to be submitted
	country requires registration of natural or legal persons.	<p>a Tenderer relies, subcontractor which is a natural person – a copy of an identification card or passport.</p> <ul style="list-style-type: none"> <li>- For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, a subcontractor which is a legal person registered abroad (with its permanent place of residence abroad) – a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration, shareholders, officials and procura holders (if any) can be determined.</li> <li>- If a Proposal is submitted by a partnership, the Proposal shall include an agreement (or letter of intent to enter into agreement) signed by all members on the participation in the Procurement which lists responsibilities of each and every partnership members and a joint commitment to fulfil the Contract and which authorizes one key member to sign the Proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made. The Tenderer additionally indicates (in this document) the member of the partnership on whose capacity it relies to certify it's financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract.</li> <li>- If the Proposal or any other document, including any agreement, is not signed by the legal representative of the Tenderer, members of the partnership, person on whose capacity the Tenderer relies or subcontractors, then a document certifying the rights of the persons who have signed the Proposal or any other documents to represent the Tenderer, a member of the partnership, a person on whose capacity the Tenderer is relying, or a sub-contractor (powers of attorney, authorization agreements etc.) must be included.</li> </ul>

No	Requirement	Documents to be submitted
2.	<p>The representative of the Tenderer, or a member of a partnership, or a person on whose capacity a Tenderer relies, who has signed documents contained in the proposal, has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer.</p>	<ul style="list-style-type: none"> <li>- A document confirming the right of signature (representation) of the representative of the Tenderer or a member of a partnership, or a person on whose capacity a Tenderer relies, who signs the Proposal. For a Tenderer (or a member of a partnership), a person on whose capacity a Tenderer relies, which is a legal person registered in Latvia the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- If the Tenderer (or a member of a partnership), or a person on whose capacity a Tenderer relies, submits a power of attorney (original or a copy certified by the Tenderer) there shall be additionally submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer.</li> </ul>

### 7.3. Economic and financial standing

No	Requirement	Documents to be submitted
1.	<p>The Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover within last 3 (three) financial years (2015, 2016, 2017) is not less than 140 000,00 EUR (one hundred forty thousand euros).</p> <p>In the event the average financial turnover of a limited liability member of a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) exceeds its investment in the limited partnership, the average financial turnover shall be recognised in the amount of the investment in the limited partnership.</p> <p>In the event the Tenderer or a member of a partnership (if the</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 10.</li> <li>- Audited or self-approved (if the audited Annual report is not required by the law of the Tenderer) Annual reports for financial years 2015, 2016, 2017, showing the turnover of the partnership on whose capacity the Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or entity on whose capacity the Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract.</li> <li>- For a limited partnership (within the meaning of Latvian Commercial Law, Chapter X) an additional document evidencing the amount of the investment by the limited liability partner (the partnership agreement or a</li> </ul>

No	Requirement	Documents to be submitted
	Tenderer is a partnership) has operated in the market for less than 3 (three) years, the requirement shall be met during the Tenderer's actual operation period.	document with a similarly binding legal effect). - If the previous 3 (three) reporting years of the Tenderer differ from the years specified in this Section 8.3.1 of the Regulations (2015, 2016, 2017), the financial turnover necessary must be indicated for the Tenderer's previous 3 (three) reporting years.
2.	The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose capacity the Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract and entity on whose capacity the Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, shall have stable financial and economic performance, namely, in the last financial year (2017) liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 and shall have positive equity.	- If the Tenderer is relying on any other entities' capacity to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, the Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer ( <i>Please see Section 8. for detailed information</i> ).

#### 7.4. Technical and professional ability

No	Requirement	Documents to be submitted
1.	The Tenderer shall involve for the provision and organisation of the services an event organiser with a minimum professional experience of organising at least 2 (two) international conferences in the past 5 (five) years with at least 500 (five hundred) participants per event including participating officials who require following a strict protocol.	- Filled and signed Annex No 5; - Description of requested experience including its team experience according to Annex No.3 Technical specification; - 2 (two) positive references (as a signed paper letter, e-mail or equivalent) from Clients.
2.	The Tenderer shall involve for the provision of the required photographer services a photographer with a minimum professional experience of covering at least 2 (two) events in past 3 (three) years	- Filled and signed Annex No 6; - Description of requested experience accompanied by 5 (five) selfmade and edited photographs reflecting events;

No	Requirement	Documents to be submitted
	with at least 300 (three hundred) participants per event.	- 2 (two) positive references (as a signed paper letter, e-mail or equivalent) from Clients.
3.	The Tenderer shall involve for the provision of the required catering services a provider with the minimum experience of serving at least 2 (two) events in past 3 (three) years with at least 500 (five hundred) participants per event.	- Filled and signed Annex No 7; - Description of requested experience according to Annex No.3 Technical specification; - 2 (two) positive references (as a signed paper letter, e-mail or equivalent) from Clients.

- 7.5. Information, provided in the Proposal to prove the compliance with above-mentioned requirements for Economic and financial standing (Section 7.3.), Technical and professional ability (Section 7.4.) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Contracting authority shall not be obliged to use additional sources of information to decide regarding Tenderer's compliance with the qualification requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulation.
- 7.6. Notices and other documents, which are issued by Latvian competent institutions, are accepted and recognized by the Procurement commission, if they are issued no earlier than 1 (one) month prior to the date of submission of particular notices and documents. Notices and other documents, which are issued by foreign competent institutions, are accepted and recognized by the Procurement commission, if they are issued no earlier than 6 (six) month prior to the date of submission of particular notices and documents, if the issuer of the notice or document has not set shorter period of validity.
- 7.7. If the documents, with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 7.1., are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 7.1.(1) before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence).
- 7.8. If the Tenderer complies with any of the exclusion grounds mentioned in Section 7.1. (except tax debts), the Tenderer indicates this fact in Annex No 1.
- 7.9. The Tenderer, in order to certify that it complies with the selection criteria for Tenderers, may submit the European single procurement document as initial proof. This document must be submitted for each person upon whose capabilities the Tenderer relies, and for each of their indicated subcontractors, the share of whose work is equal to or exceeds 10 % (ten per cent) of the value of the Contract, but if the Tenderer is a partnership – for each member thereof. In order to fill in the European single procedure document the Tenderer uses the "ESPD.xml" file at the Internet webpage <https://ec.europa.eu/tools/espdc/filter?lang=en>. In any case, prior to making the final decision about assigning rights to conclude the contract, Procurement commission shall ask the Tenderer to whom the possible rights to



conclude the contract will be awarded, to submit all documents specified in Section 7.2. – 7.4. within a specified term.

## **8. RELIANCE ON THE CAPABILITIES OF OTHER PERSONS**

- 8.1. For the fulfilment of the specific contract, in order to comply with the selection requirements for the Tenderers relating to the economic and financial standing and technical and professional ability, the Tenderer may rely upon the capabilities of other persons, regardless of the legal nature of their mutual relationship. In this case:
  - 8.1.1. The Tenderer indicates in the Proposal all persons upon whose capabilities it relies by filling in the table which is attached as Annex No 8 and proves to the Contracting authority that the Tenderer shall have available all the necessary resources for the fulfilment of the contract, by submitting a signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced by the Tenderer with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the contract.
  - 8.1.2. Documents on cooperation and passing of resources must be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil the contract, as well as that during the validity of the contract the Tenderer will in fact use the resources of such person upon whose capabilities the Tenderer relies.
  - 8.1.3. The Contracting authority shall require joint and several liability for the execution of the Contract between the:
    - 8.1.3.1. Tenderer and a person on whose capabilities the Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Procurement contract;
    - 8.1.3.2. each member of the partnership (if the Tenderer is a partnership) on whose capabilities Partnership is relying and who will be financially and economically responsible for fulfilment of the Procurement contract.
- 8.2. The Contracting authority shall evaluate the person, on whose capabilities the Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 7.1.(1) to 7.1.(13). In case such person will comply with any of the exclusion grounds which are mentioned in Section 7.1.(1) to 7.1.(8) and Sections 7.1.(12) to 7.1.(13), the Contracting authority shall request the Tenderer to change such person. If the Tenderer shall not submit documents about another person which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting authority shall exclude such Tenderer from further participation in the Procurement.

## **9. SUBCONTRACTING**

- 9.1. The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by providing information in E-Tenders system and filling in the table which is attached as Annex No 9.
- 9.2. The Contracting authority shall evaluate the subcontractor of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8.1.(2) - 8.1.(8) and Sections 8.1.(12) to 8.1.(13) of the Regulations. In case such subcontractor whose share of services is equal to or exceeds 10% of the Contract price, will comply with any of the exclusion grounds which are mentioned in Sections 8.1.(2) - 8.1.(8), 8.1.(12) and 8.1.(13) of the Regulations, the Contracting authority shall request the Tenderer to change such subcontractor. If the Tenderer shall not submit documents about another subcontractor which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting authority shall exclude such Tenderer from further participation in the Procurement.

## **10. FINANCIAL PROPOSAL**

- 10.1. The Financial proposal shall be submitted as part of Annex No 1 and Annex No 2.
- 10.2. The proposed Contract price shall be determined in *euros* without value added tax (hereinafter – VAT).
- 10.3. The proposed Contract price is to be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma are indicated, then only the first two decimal places will be taken into account.
- 10.4. The proposed Contract price shall include all taxes (except VAT), fees and payments, and all costs related to the fulfilment of the obligations specified in the Contract.
- 10.5. The prices are fixed for all the term of the fulfilment of the Contract and are not recalculated, except in cases stipulated in the Contract (if any).

## **11. TECHNICAL PROPOSAL**

- 11.1. Technical proposal (Annex No 4) shall contain description of the Technical specification (Annex No 3).

## **12. CONTENTS AND FORM OF THE PROPOSAL**

- 12.1. Proposal must be submitted electronically in E-Tenders subsystem of the Electronic Procurement System, in accordance with the following options for the Tenderer:
  - 12.1.1. by using the available tools of E-Tender subsystem, filling the attached forms of the E-Tender subsystem for this Procurement procedure;
  - 12.1.2. by preparing and filling the necessary electronic documents outside the E-Tenders subsystem and attaching them to relevant requirements (in this situation, the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples);

- 12.1.3. by encrypting electronically prepared proposal outside subsystem of E-Tenders with data protection tools, provided by third parties, and protection with electronic key and password (in this situation, the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples as well as ensuring capability to open and read the document).
- 12.2. During preparation of the Proposal, the Tenderer shall respect the following requirements:
  - 12.2.1. Application form and financial proposal must be filled separately, each in a separate electronic document, in line with forms attached to Procurement process of E-Tenders subsystem in a Microsoft Office 2010 (or later) format and attached to the designated part of the Procurement procedure;
  - 12.2.2. Upon submission, the Tenderer signs the proposal with secure electronic signature and time-stamp or with electronic signature provided by Electronic Procurement System. The Tenderer can use secure electronic signature and time-stamp and sign Application form, Technical proposal and Financial proposal separately. Proposal (its parts, if signed separately) are signed by authorized person, including authorization document (e.g. power of attorney).
- 12.3. The following documents shall be included in the Proposal:
  - 12.3.1. Application in accordance with Annex No 1.
  - 12.3.2. Information and documents (including documents, but not limited to, according to Section 7.1.–7.4.), confirming compliance of the Tenderer with the selection criteria for the Tenderers, including selection criteria for the Tenderer’s proposed event organiser, photographer and catering provider:
    - 12.3.2.1. Description of event organizer experience including its team experience (according to Technical specification and Annex No 5) and 2 (two) positive references (as a signed paper letter, e-mail or equivalent) from Clients.
    - 12.3.2.2. Description of photographer experience accompanied by 5 (five) selfmade and edited photographs reflecting events (according to Technical specification and Annex No 6) and 2 (two) positive references (as a signed paper letter, e-mail or equivalent) from Clients.
    - 12.3.2.3. Description of catering provider (according to Technical specification and Annex No 7) and 2 (two) positive references (as a signed paper letter, e-mail or equivalent) from Clients.
    - 12.3.2.4. Confirmation of Tenderer’s financial standing (according to Annex No 10).  
or the corresponding European single procurement documents.
  - 12.3.3. Information and documents relating to entities on whose capabilities the Tenderer is relying (according to Section 8 and Annex No 8), or the corresponding European single procurement documents.

- 12.3.4. Information and documents (according to Section 9 and Annex No 9) relating to subcontractors, or the corresponding European single procurement documents.
- 12.3.5. Technical proposal prepared in accordance with Section 11 and Annex No 4.
- 12.3.6. Financial proposal prepared in accordance with Section 10 and Annex No 2.
- 12.4. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal shall be submitted, the Proposal will not be reviewed.
- 12.5. The Tenderer may submit a Proposal only for the whole subject matter of the Procurement in total.
- 12.6. The Proposal may contain original documents or their derivatives (e.g. copies). In the proposal or in reply to a request of the Procurement commission the Tenderer shall submit only such original documents which have legal force. In order for the document to gain legal force it has to be issued and formatted in accordance with the Law on Legal Force of Documents, but public documents issued abroad shall be formatted and legalized in accordance with the requirements of the Document Legalization Law. When submitting the Proposal, the Tenderer has the right to certify the correctness of all submitted documents' derivatives and translations with one certification.
- 12.7. The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in this Procurement procedure.
- 12.8. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier>.

### **13. ENCRYPTION OF THE PROPOSAL INFORMATION**

- 13.1. E-Tender system which is subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the proposal documents.
- 13.2. If the Tenderer applied additional encryption to the information in the proposal (according to Section 13.1.), Tender must provide Procurement commission with electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after deadline of the Proposal submission.

### **14. SUBMISSION OF A PROPOSAL**

- 14.1. Proposal (documents referred to Section 12) shall be submitted electronically using the tools offered by the E-Tenders system available at <https://www.eis.gov.lv/EKEIS/Supplier> **by 16 January 2019 till 15:00 o'clock.**
- 14.2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals by using the tools offered by E-Tenders system.
- 14.3. Only Proposals submitted to the E-Tenders system will be accepted and evaluated for participation in the Procurement procedure. Any Proposal submitted outside

the E-Tenders system will be declared as submitted in a non-compliant manner and will not participate in the Procurement procedure.

## **15. OPENING OF PROPOSALS**

- 15.1. The Proposals will be opened in the E-Tenders system **16 January 2019 15:00 o'clock** during the open meeting. It is possible to follow the opening of submitted proposals online in the E-Tenders system.
- 15.2. The Proposals are opened by using the tools offered by E-Tenders system, the proposed price and other information that characterizes the Proposal shall be published in E-Tenders system, as well as notice of the presence of documents proving the Security.
- 15.3. The information regarding the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal is generated at the opening of the proposals by E-Tenders system and written down in the Proposal opening sheet, which shall be published in E-Tenders system and Contracting authority's webpage.

## **16. VERIFICATION OF PROPOSAL**

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

## **17. SELECTION OF TENDERERS**

- 17.1. The Procurement commission verifies whether the Tenderers complies with the selection criteria mentioned in Section 7.2., 7.3. and 7.4. and selects conformable Tenderers.

## **18. VERIFICATION OF TECHNICAL PROPOSALS**

- 18.1. The Procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in Section 11 and selects for further evaluation the compliant technical proposals.

## **19. VERIFICATION OF FINANCIAL PROPOSALS**

- 19.1. The Procurement commission verifies whether Tenderers have completed Annex No 1 and Annex No 2 in accordance with the requirements.
- 19.2. The Procurement commission verifies whether there are any arithmetical errors, whether an abnormally low Proposal has been received, as well as assesses and compares the contract prices proposed.
- 19.3. The Procurement commission informs the Tenderer whose mathematical errors have been corrected about the correction of mathematical errors and the corrected financial proposal.
- 19.4. When evaluating the Financial proposal, the Procurement commission takes corrections into account.

- 19.5. The Procurement commission has the right to demand that the Tenderer explains the calculation upon which the financial proposal is based and other related aspects in order to ascertain the objectivity of the Financial proposal and whether an abnormally low Proposal has been submitted.
- 19.6. The Procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low Proposals.

## **20. CONTRACT AWARD CRITERIA**

- 20.1. The Proposal selection criterion is the most economically advantageous proposal, according to the evaluation methodology described in this Section below.
- 20.2. The economically most advantageous proposal shall be the Proposal with the lowest proposed contract price (the only evaluation criterion), which complies with the requirements stipulated in the Annex No. 3 Technical specification.
- 20.3. The Procurement commission shall determine a Tenderer in accordance with Section 20.2. and the Contract shall be awarded to the Tenderer with lowest proposed contract price.
- 20.4. In case several Tenderers will propose equal contract price, the Procurement commission will invite representatives of those particular Tenderers and organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, Procurement commission will carry out the draw without representatives of Tenderers present.

## **21. TENDERER CHECK PRIOR TO MAKING THE DECISION REGARDING THE CONCLUSION OF THE CONTRACT**

- 21.1. Prior to making the decision about assigning rights to conclude the Contract, the Procurement commission performs a check regarding the existence of grounds for exclusion of Tenderers for Tenderers (to whom the possible rights to conclude the contract shall be awarded), members of a partnership (if the Tenderer is a partnership), persons on whose capabilities the Tenderer is relying and subcontractors whose share of work is equal to or exceeds 10% of the Contract price.
- 21.2. If, in accordance with the information published on the day of the last data update in a public database, on the last day of Proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract is made, the Tenderer, member of a partnership (if the Tenderer is a partnership), a subcontractor whose share of work is equal to or exceeds 10% of the Contract price or a person on whose capabilities the Tenderer is relying have tax debts, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, the Procurement commission informs the Tenderer and sets a deadline – 10 days from the day of issuing or receiving information – for the submission of a certificate evidencing absence of tax debt or decision to prolong the deadline or postpone payment of the tax or other objective evidence proving absence of a tax debt.
- 21.3. If the Tenderer fails to submit required evidence about itself before the deadline, the Procurement commission excludes the Tenderer from participation in the Procurement.

- 21.4. Change of persons upon whose capabilities the Tenderer is relying or subcontractors whose share of work is equal to or exceeds 10% of the Contract price is performed in accordance with Sections 8.2. and **Error! Reference source not found.** respectively.
- 21.5. In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 7.1.(1) – 7.1.(8) and has indicated this in the Proposal, upon request by the Procurement commission it submits an explanation about the implemented measures in order to restore reliability and prevent occurrences of the same or similar violations in future, as well as attaches evidence which proves the implemented measures, such as but not limited to evidence about compensating damages, on cooperation with investigating authorities, implemented technical, organisational or personnel measures, an assessment of a competent authority regarding the sufficiency of the implemented measures etc. The Procurement commission assesses such information. If the Procurement commission deems the measures taken to be sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the Procurement. If the measures taken are insufficient, the Procurement commission makes the decision to exclude the Tenderer from further participation in the Procurement procedure. If the Tenderer, within the indicated time, does not submit the requested information, the Procurement commission excludes the Tenderer from participation in the Procurement.

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

- 22.1. The Procurement commission selects the Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulation and chooses the Proposal in accordance with the Contract award criteria as described in Section 20. The Tenderer with lowest price proposal shall be selected.
- 22.2. Within 3 (three) business days from the date of decision about the Procurement results the Procurement commission informs all the Tenderers about the decision made by sending the information by post or electronically and keeping the evidence of the date and mode of sending the information. The Procurement commission announces the name of the chosen Tenderer, indicating:
  - 22.2.1. to the refused Tenderer the reasons for refusing its Proposal;
  - 22.2.2. to the Tenderer who has submitted an eligible Proposal, the characterization of the chosen proposal and the relative advantages;
  - 22.2.3. the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.
- 22.3. If only 1 (one) Tenderer complies with all the Tenderer selection requirements, the Procurement commission prepares and includes in the Procurement procedure report a justification of the fact that the set requirements for Tenderer selection are objective and commensurate. If the Procurement commission cannot justify that the set requirements for Tenderer selection are objective and commensurate, it makes the decision to terminate the public procurement procedure.
- 22.4. If the public procurement procedure is terminated, the Procurement commission within 3 (three) business days simultaneously informs all Tenderers about all the

reasons because of which the Procurement procedure is terminated and informs about the deadline within which a Tenderer may submit an application regarding the violations of the public procurement procedure to the Procurement Monitoring Bureau.

- 22.5. The Procurement commission, when informing of the results, has the right not to disclose specific information, if it may infringe upon public interests or if the Tenderer's legal commercial interests or the conditions of competition would be violated.
- 22.6. As soon as possible, but not later than within 5 (five) business days from day when the decision about the results of the Procurement is taken, the Procurement commission prepares a report on the Procurement procedure and publishes it on the E-procurement system's webpage <https://www.eis.gov.lv/EKEIS/Supplier> and on Contracting Authority's webpage <http://railbaltica.org/en/procurements>.
- 22.7. The selected Tenderer upon receiving the notification about the Procurement results must:
  - 22.7.1. within 5 (five) business days submit cooperation or partnership agreement if required pursuant to requirements under Section 6.1.2;
  - 22.7.2. within 10 (ten) days from receiving the invitation, to sign the Contract.
- 22.8. The Contract is concluded on the basis of the Tenderer's Proposal and in accordance with Annex No 11.
- 22.9. The Procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulation:
  - 22.9.1. refuses to conclude a partnership contract in the cases and deadlines defined by the Regulation, or in the cases and deadlines defined by the Regulation does not submit a copy of the partnership contract or does not inform of the founding of a partnership company;
  - 22.9.2. refuses to conclude the Contract or does not submit a signed Contract.
- 22.10. In such a case the Procurement commission is entitled to terminate this Procurement without selecting any Proposal, or to select the Proposal with the next lowest proposed contract price. For either of these decisions a written decision must be made.
- 22.11. Prior to making the decision regarding the conclusion of the contract with the next Tenderer, the Procurement commission assesses whether the next Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer, the Procurement commission makes a decision to terminate the Procurement without selecting any Proposal. If the next chosen Tenderer also refuses to conclude the contract or does not submit a signed public procurement contract within the deadline set by the Procurement commission, the Procurement commission makes the decision to terminate the Procurement without selecting any Proposal.

Procurement commission chairperson

A. Benfelde



## Annex No 1: Application

[form of the Tenderer's company]

2019.\_\_\_\_.\_\_\_\_\_

No \_\_\_\_\_

### APPLICATION FOR PARTICIPATION IN THE PROCUREMENT "ORGANISATION SERVICES FOR RAIL BALTICA GLOBAL FORUM", NO RBR 2018/30

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

1. Confirms participation in the procurement "Organisation Services for Rail Baltica Global Forum" No RBR 2018/30.
2. Proposes to deliver services in accordance with the Technical specification and this Proposal for the following price (excluding VAT):

No	Services	Total Contract Price
1.	Organisation Services for Rail Baltica Global Forum in accordance with the Technical specification (Annex No 3)	_____ EUR

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

Name of the entity (person)	Exclusion ground and brief description of the violation
[•]	
[•]	

4. Confirms that the Regulation is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a contract it shall fulfil all conditions of the Regulation as well as enter into a procurement contract in accordance with the draft contract enclosed with the Regulation.
5. Guarantees that all information and documents provided are true.
6. **We meet the criteria of (*please mark*):**  
 a small    medium    other

sized enterprise<sup>2</sup> as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise;<sup>3</sup>

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(Signature)

*Name, Surname and position of the representative of Tenderer*

Address: [Address of the Tenderer]

Contact person, phone, e-mail: [Name, Surname, phone number, e-mail address for direct communication and correspondence]

Date: [date of signing]

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<sup>2</sup> 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.

<sup>3</sup> Available here - [http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L\\_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC)

## Annex No 2: Financial proposal form

We offer to deliver Services in accordance with the Technical specification (Annex No 3) for the following costs:

### 1. Event organisation and management services

No	Services	Quantity (in hours)	Hour costs EUR (excl. VAT)	Total amount EUR (excl. VAT)
<b>1. Management of different services</b>	1.1. Organisation and management of the Rail Baltica Global Forum's venue, catering, video streaming, technical simultaneous interpretation, photograph services and floral composition for conference stage.			
<b>2. Event venue preparation</b>	2.1. The coordination of the preparation works of the Rail Baltica Global Forum's venue before the event starts (in cooperation with the responsible persons of the venue and other technical partners). Checking of the Rail Baltica Global Forum premises' readiness for the event, including but not limited to layout of required furniture according to the plan prepared by the event organiser, checking of the location for catering and registration desks preparation (there should be electronic registration and check in system on spot) for both days.			
	2.2. Preparation of the organisational script of the event (in cooperation with the partners).			
	2.3. Organisational script execution and management, control and monitoring: the responsible persons monitor and control whether the ongoing events take place in a coherent way with a script, leads the process, coordinates the personnel involved and assistants. An effective system of communication between all parties should be ensured, for example, WhatsApp usage.			
<b>3. Technical equipment and its control</b>	3.1. Preparation of the technical script, alignment and control (in cooperation with the technical partners and event organisers).			
	3.2. Assembly/installation/testing of the technical equipment, control and supervision (in cooperation with the technical partners) on both Rail Baltica Global Forum's days.			
	3.3. Control of the dismantling of the technical equipment, supervision of this process (in			

	cooperation with the technical partners on both Rail Baltica Global Forum's days.			
	3.4. Process coordination – testing of all systems on both Rail Baltica Global Forum's days.			
<b>4.Receiving participants and speakers</b>	4.1. Registration – identification of the necessary number of staff and positions.			
	4.2. Registration – selection of representational staff.			
	4.3. Registration – staff briefing.			
	4.4. Work on guest registration, inviting participants to take seats, microphone support, distribution of translation headphones if needed, coordination of speaker's seating, etc. for both Rail Baltica Global Forum's days.			
	4.5. Preparation of the staff working scheme for both Rail Baltica Global Forum's days.			
	4.6. Establishment of a registration table workstation scheme.			
	4.7. Registration desk arrangement and placement of materials during the Rail Baltica Global Forum from 8.30 a.m. to 6.30 p.m. on 3rd April and from 7.30 a.m. to 6.00 p.m. on 4th April. The responsible person coordinates the receiving of conference materials for distribution, arranging them, communicating with assistants, managing problem solving and control.			
<b>5.Communication with speakers</b>	5.1. Preparation of speaker guidelines and collection of speaker presentations prior the event for technical testing and testing of the presentations, making and approving adjustments if needed.			
	5.2. Speakers briefing to instructs on the organization of the event, presentations etc., introduces the stage, layout, technique (presentation remote control, control monitor, microphone, time report).			
	5.3. Coordination of presentation updates and amendments during the event.			
<b>6.Multimedia</b>	Access to the real-time conference Q&A app Sli.do:			
	1. Preparation of the account; 2. Rental of the system;			

	3. Training of its usage (including instructions for the event moderators);			
	4. Technical integration of Sli.do into live video streaming and on the screens in the event hall.  The Sli.do access needs to guarantee such functions as audience questions; unlimited polls; event analytics; moderate questions; event branding; create survey; multiple rooms; data export.			
<b>IN TOTAL EUR EXCLUDING VAT:</b>				

## 2. Venue

No	Name of the item	Period to be used	Description of the technical needs	Price per day EUR (excl. VAT)	Number of days	Total amount EUR (excl. VAT)
1.	<b>Conference Hall</b>	3rd April, 4th April (including pre-installation on 2nd April)	Rental of 1 (one) room up to 500 (five hundred) persons; the room should allow to place a stage for lecterns for speakers and panel discussion, to have a place for setting working tables for sound/light and video projection services and if needed for 2 (two) translation booths for 2 (two) persons each, as well as max 3 video cameras. It should be ensured that all participants have clear view (it can be ensured with additional side screens for the last rows) of the stage and speakers.		2	
1.1.		3rd April, 4th April	500 seats for conference participants.		2	
1.2.		3rd April, 4th April	From 10 to 50 mb/s Wifi internet connection for participants and stable internet connection (from 20 to 50 mb/s) for video streaming needs.		2	
1.3.		3rd April, 4th April	Stage for speakers and panel discussions big enough to settle 2 (two) lecterns and 6 (six) panellists' chairs.		2	
1.4.		3rd April, 4th April	6 (six) comfortable, representative panelists' chairs and 3 (three) small coffee tables		2	

			for glasses of water and hand microphones.			
<b>1.5.</b>		3rd April, 4th April	2 (two) lecterns equipped with monitors (or laptops) for presentations, presentation remote controls and microphones.		2	
<b>1.6.</b>		3rd April, 4th April	1 (one) 50" monitor on the stage for panellists to see the presentation.		2	
<b>1.7.</b>		3rd April, 4th April	2 (two) monitors for speaking time regulation on stage.		2	
<b>1.8.</b>		3rd April, 4th April	3 (three) large conference presentation screens attached to the wall (1 (one) for the presentation, 2 (two) for video streaming / Sli.do); necessary technical equipment to ensure video projections (projectors, PCs, etc.).		2	
<b>1.9.</b>		3rd April, 4th April	6 (six) headset microphones and 5 (five) wireless hand microphones.		2	
<b>1.10.</b>		3rd April, 4th April	1 (one) table for 6 (six) persons for the press conference with decorative table cover/table cloth (to cover the leg part), 6 (six) chairs.		2	
<b>1.11.</b>		3rd April, 4th April	2 (two) built-in or removable translation booths for 2 (two) persons each to be placed in the conference venue.		2	
<b>1.12.</b>		3rd April, 4th April	Conference lighting.		2	
<b>1.13.</b>		3rd April, 4th April	HD quality sound system (including the sound system control panel).		2	
<b>1.14.</b>		3rd April, 4th April	Technical assistant for video, audio and lighting systems.		2	
<b>2.</b>	<b>Lobby</b>	3rd April, 4th April			2	
<b>2.1.</b>		3rd April, 4th April	1 (one) 50" monitor on the stands or fixed on the wall for the event relevant information presentation at the lobby (including all needed hardware).		2	

2.2.		3rd April, 4th April	7 (seven) tables and 4 (four) chairs for participant registration close to the main conference room.		2	
3.	<b>Meeting room No 1</b>	3rd April, 4th April	Capacity for 10 (ten) persons.		2	
3.1.		3rd April, 4th April	2 (two) tables, 10 (ten) chairs.		2	
3.2.		3rd April, 4th April	From 10 to 50 mb/s Wifi internet connection for participants.		2	
4.	<b>Meeting room No 2</b>	3rd April, 4th April	Capacity for 10 (ten) persons.		2	
4.1.		3rd April, 4th April	2 (two) tables, 10 (ten) chairs.		2	
4.2.		3rd April, 4th April	From 10 to 50 mb/s Wifi internet connection for participants.		2	
5.	<b>Meeting room No 3</b>	3rd April, 4th April	Capacity for 70 (seventy) persons.		2	
5.1.		3rd April	Tables and chairs for 50 (fifty) persons. 2 (two) hand microphones, screen, projector and lectern with laptop, 50 (fifty) still water bottles 0,33 ml and 50 (fifty) glasses.		1	
5.2.		4th April	6 (six) comfortable, representative panelists' chairs and 3 (three) small coffee tables for glasses of water and hand microphones. From 10 to 50 mb/s Wifi internet connection for participants and stable internet connection for video streaming needs. 1 (one) lectern equipped with monitors (or laptops) for presentations, presentation remote controls and 6 (six) microphones. High quality sound system (including the sound system control panel). 1 (one) large (depending on the size of the room) conference presentation screen attached to the wall.		1	
6.	<b>Space for the exhibition stand / suppliers'</b>	3rd April, 4th April	Very close proximity to the Conference hall, size at least 300 m2, to be used for exhibition on		2	

	meeting room		3rd April (and for suppliers' stands on the 4th April.			
6.1.		4th April	40 (forty) tables, each for 2 (two) seated persons; 80 (eighty) chairs.		1	
6.2.		4th April	From 10 to 50 mb/s Wifi internet connection for participants.		1	
7.	Room for organisers	3rd April, 4th April	For up to 15 (fifteen) persons.		2	
7.1.		3rd April, 4th April	2 (two) tables, 10 (ten) chairs.		2	
7.2.		3rd April, 4th April	Wifi internet connection for participants.		2	
8.	Area for catering	3rd April, 4th April	For up to 500 (five hundred) persons coffee break and lunch tables should be arranged close to the Conference hall.		2	
9.	Cloakroom services	3rd April (7.00 a.m.- 7.00 p.m.), 4th April (7.00 a.m.- 5.00 p.m.)	Supervised. To serve around 500 persons.		2	
10.	Security services	3rd April (7.00 a.m.- 7.00 p.m.), 4th April (7.00 a.m.- 5.00 p.m.)	Conference security.		2	
11.	Water bottles and glasses	3rd April, 4th April	100 (one hundred) glass bottles of still water 0.33 ml and 50 glasses for the Rail Baltica Global Forum's speakers and for both meeting rooms; exchange service.		2	
<b>IN TOTAL EUR EXCLUDING VAT:</b>						



### 3. Catering

No	Name of the event	Date of the event	Number of events	Needed services	Price per person EUR excl. VAT	Number of served persons*	Total price EUR excl. VAT	
1.	Lunch	3rd April	1	1 (one) warm buffet type meal with served coffee up to 15,00 EUR per person.		500		
2.	Coffee break	3rd April	3	Catering for 3 (three) coffee breaks up to 5,00 EUR per person per coffee break (includes – coffee, tea, sugar, milk, natural water with refreshing taste, cookies, seasonal fruits).		500		
3.	Lunch	4th April	1	1 (one) warm buffet type meal with served coffee up to 15,00 EUR per person.		500		
4.	Coffee break	4th April	3	Catering for 3 (three) coffee breaks up to 5,00 EUR per person per coffee break (includes – coffee, tea, sugar, milk, natural water with refreshing taste, cookies, seasonal fruits).		500		
5.	Organisation of catering and serving	3rd April, 4th April	8	Human resources, administrative expenses, all needed equipment to ensure catering services (tables, tablecloth, napkins, tableware, etc.).		500		
<b>IN TOTAL EUR EXCLUDING VAT:</b>								

\* The amount is based on the estimated number of the participants and will be used only to compare the proposals. This number is not binding to the Contracting Authority. The certain number of participants will be known according to the terms of conditions of the Draft Contract.

### 4. Technical equipment of simultaneous translation and its servicing

No	Equipment	Price per one unit EUR (excl. VAT)	Amount (pcs.)	Total price EUR (excl. VAT)
1.				
2.				
...				
<b>IN TOTAL EUR EXCLUDING VAT:</b>				

**5. Video filming, streaming, video recording and editing service**

No	Item	Price per one unit EUR (excl. VAT)	Amount (pcs.)	Total price EUR (excl. VAT)
1.				
2.				
...				
<b>IN TOTAL EUR EXCLUDING VAT:</b>				

**6. Photographer services**

No	Item	Price per hour EUR (excl. VAT)	Hours	Total price EUR (excl. VAT)
1.	Services of Photographer on April 3 <sup>rd</sup> -4 <sup>th</sup> , 2019.		17.5	
2.	Photo edition	-	-	
<b>IN TOTAL EUR EXCLUDING VAT:</b>				

**7. Floristry services**

No	Item	Price EUR (excl. VAT)
1.	Floral composition for stage (April 3 <sup>rd</sup> -4 <sup>th</sup> , 2019)	
<b>IN TOTAL EUR EXCLUDING VAT:</b>		

## Annex No 3: Technical specification

### Technical Specification for the Organisation services for Rail Baltica Global Forum

April 3<sup>rd</sup> – 4<sup>th</sup>, 2019 Vilnius, Lithuania

The key annual two-day Rail Baltica event – the Global Forum – will be organised on 3<sup>rd</sup> – 4<sup>th</sup> April 2019 in Vilnius, Lithuania, to review the implementation of the Rail Baltica Global project from a national, regional and EU perspective. The Forum will provide an opportunity to discuss progress in the project with representatives of the Baltic states, Finland, Poland and European Commission as well as business community, media and academia. The Forum is organised by RB Rail AS, a joint venture of the three Baltic states, supported by the project's national implementing bodies – Rail Baltic Estonia, Eiropas Dzelzceļa līnijas and Rail Baltica Statyba. It is expected that around 500 participants from around 20 countries will attend each day of the event.

The subject of the tender: the organisation of a two-day international forum by providing the event venue, technical equipment (i.e. lighting, sound, staging, screens, projection, floral decoration, photographer and technical equipment of the simultaneous interpretation services, video streaming and catering services, security, the participants' registration, organisational script of the event and management of the technical forum organisation and testing) according to the specifications below.

RB Rail AS has a right to change the start and end time of the event without changing the total number of hours.

Visual material from the previous Rail Baltica Global Forum available here: <http://www.railbaltica.org/forum/>.

Draft agenda of the Rail Baltica Global Forum 2019 available upon request.

**Table No 1 "Event organisation and management services"**

No	Services
<b>1. Management of different services</b>	1.1. Organisation and management of the Rail Baltica Global Forum's venue, catering, video streaming, technical simultaneous interpretation, photograph services and floral composition for conference stage.
<b>2. Event venue preparation</b>	2.1. The coordination of the preparation works of the Rail Baltica Global Forum's venue before the event starts (in cooperation with the responsible persons of the venue and other technical partners). Checking of the Rail Baltica Global Forum premises' readiness for the event, including but not limited to layout of required furniture according to the plan prepared by the event organiser, checking of the location for catering and registration desks preparation (there should be electronic registration and check in system on spot) for both days.
	2.2. Preparation of the organisational script of the event (in cooperation with the partners).

	2.3. Organisational script execution and management, control and monitoring: the responsible persons monitor and control whether the ongoing events take place in a coherent way with a script, leads the process, coordinates the personnel involved and assistants. An effective system of communication between all parties should be ensured, for example, WhatsApp usage.
<b>3. Technical equipment and its control</b>	3.1. Preparation of the technical script, alignment and control (in cooperation with the technical partners and event organisers).
	3.2. Assembly/installation/testing of the technical equipment, control and supervision (in cooperation with the technical partners) on both Rail Baltica Global Forum's days.
	3.3. Control of the dismantling of the technical equipment, supervision of this process (in cooperation with the technical partners on both Rail Baltica Global Forum's days).
	3.4. Process coordination – testing of all systems on both Rail Baltica Global Forum's days.
<b>4. Receiving participants and speakers</b>	4.1. Registration – identification of the necessary number of staff and positions.
	4.2. Registration – selection of representational staff.
	4.3. Registration – staff briefing.
	4.4. Work on guest registration, inviting participants to take seats, microphone support, distribution of translation headphones if needed, coordination of speaker's seating, etc. for boths Rail Baltica Global Forum's days.
	4.5. Preparation of the staff working scheme for both Rail Baltica Global Forum's days.
	4.6. Establishment of a registration table workstation scheme.
	4.7. Registration desk arrangement and placement of materials during the Rail Baltica Global Forum from 8.30 a.m. to 6.30 p.m. on 3rd April and from 7.30 a.m. to 6.00 p.m. on 4th April. The responsible person coordinates the receiving of conference materials for distribution, arranging them, communicating with assistants, managing problem solving and control.
<b>5. Communication with speakers</b>	5.1. Preparation of speaker guidelines and collection of speaker presentations prior the event for technical testing and testing of the presentations, making and approving adjustments if needed.
	5.2. Speakers briefing to instructs on the organization of the event, presentations etc., introduces the stage, layout, technique (presentation remote control, control monitor, microphone, time report).
	5.3. Coordination of presentation updates and amendments during the event.
<b>6. Multimedia</b>	Access to the real-time conference Q&A app Sli.do:
	1. Preparation of the account;
	2. Rental of the system;

	3. Training of its usage (including instructions for the event moderators);
	4. Technical integration of Sli.do into live video streaming and on the screens in the event hall.  The Sli.do access needs to guarantee such functions as audience questions; unlimited polls; event analytics; moderate questions; event branding; create survey; multiple rooms; data export.

**Table No 2 “Venue”**

The Forum’s venue should be in Vilnius city centre or in other location within the capital, provided it has good public transport connection. It should have an experience for hosting multi-day international conferences for at least 500 guests, including ensuring the high standard for technical and hospitality services. The venue will be needed for full two days with extra time for setting up the conference rooms one day in advance.

No	Name of the item	Period to be used	Description of the technical needs	Number of days
<b>1.</b>	<b>Conference Hall</b>	3rd April, 4th April (including pre-installation on 2nd April)	Rental of 1 (one) room up to 500 (five hundred) persons; the room should allow to place a stage for lecterns for speakers and panel discussion, to have a place for setting working tables for sound/light and video projection services and if needed for 2 (two) translation booths for 2 (two) persons each, as well as max 3 video cameras. It should be ensured that all participants have clear view (it can be ensured with additional side screens for the last rows) of the stage and speakers.	2
<b>1.1.</b>		3rd April, 4th April	500 seats for conference participants.	2
<b>1.2.</b>		3rd April, 4th April	From 10 mb/s to 50 mb/s Wifi internet connection for participants and stable internet connection (from 20 mb/s to 50 mb/s) for video streaming needs.	2
<b>1.3.</b>		3rd April, 4th April	Stage for speakers and panel discussions big enough to settle 2 (two) lecterns and 6 (six) panellists’ chairs.	2
<b>1.4.</b>		3rd April, 4th April	6 (six) comfortable, representative panelists’ chairs and 3 (three) small coffee tables for glasses of water and hand microphones.	2
<b>1.5.</b>		3rd April, 4th April	2 (two) lecterns equipped with monitors (or laptops) for presentations, presentation remote controls and microphones.	2

1.6.		3rd April, 4th April	1 (one) 50" monitor on the stage for panellists to see the presentation.	2
1.7.		3rd April, 4th April	2 (two) monitors for speaking time regulation on stage.	2
1.8.		3rd April, 4th April	3 (three) large conference presentation screens attached to the wall (1 (one) for the presentation, 2 (two) for video streaming / Sli.do); necessary technical equipment to ensure video projections (projectors, PCs, etc.).	2
1.9.		3rd April, 4th April	6 (six) headset microphones and 5 (five) wireless hand microphones.	2
1.10.		3rd April, 4th April	1 (one) table for 6 (six) persons for the press conference with decorative table cover/table cloth (to cover the leg part), 6 (six) chairs.	2
1.11.		3rd April, 4th April	2 (two) built-in or removable translation booths for 2 (two) persons each to be placed in the conference venue.	2
1.12.		3rd April, 4th April	Conference lighting.	2
1.13.		3rd April, 4th April	HD quality sound system (including the sound system control panel).	2
1.14.		3rd April, 4th April	Technical assistant for video, audio and lighting systems.	2
2.	<b>Lobby</b>	3rd April, 4th April		2
2.1.		3rd April, 4th April	1 (one) 50" monitor on the stands or fixed on the wall for the event relevant information presentation at the lobby (including all needed hardware).	2
2.2.		3rd April, 4th April	7 (seven) tables and 4 (four) chairs for participant registration close to the main conference room.	2
3.	<b>Meeting room No 1</b>	3rd April, 4th April	Capacity for 10 (ten) persons.	2
3.1.		3rd April, 4th April	2 (two) tables, 10 (ten) chairs.	2
3.2.		3rd April, 4th April	From 10 mb/s to 50 mb/s Wifi internet connection for participants.	2
4.	<b>Meeting room No 2</b>	3rd April, 4th April	Capacity for 10 (ten) persons.	2
4.1.		3rd April, 4th April	2 (two) tables, 10 (ten) chairs.	2
4.2.		3rd April, 4th April	From 10 mb/s to 50 mb/s Wifi internet connection for participants.	2

5.	<b>Meeting room No 3</b>	3rd April, 4th April	Capacity for 70 (seventy) persons.	2
5.1.		3rd April	Tables and chairs for 50 (fifty) persons. 2 (two) hand microphones, screen, projector and lectern with laptop, 50 (fifty) still water bottles 0,33 ml and 50 (fifty) glasses.	1
5.2.		4th April	6 (six) comfortable, representative panelists' chairs and 3 (three) small coffee tables for glasses of water and hand microphones. From 10 mb/s to 50 mb/s Wifi internet connection for participants and stable internet connection for video streaming needs. 1 (one) lectern equipped with monitors (or laptops) for presentations, presentation remote controls and 6 (six) microphones. High quality sound system (including the sound system control panel). 1 (one) large (depending on the size of the room) conference presentation screen attached to the wall.	1
6.	<b>Space for the exhibition stand / suppliers' meeting room</b>	3rd April, 4th April	Very close proximity to the Conference hall, size at least 300 m2, to be used for exhibition on 3rd April and for suppliers' stands on the 4th April.	2
6.1.		4th April	40 (forty) tables, each for 2 (two) seated persons; 80 (eighty) chairs.	1
6.2.		4th April	From 10 mb/s to 50 mb/s Wifi internet connection for participants.	1
7.	<b>Room for organisers</b>	3rd April, 4th April	For up to 15 (fifteen) persons.	2
7.1.		3rd April, 4th April	2 (two) tables, 10 (ten) chairs.	2
7.2.		3rd April, 4th April	Wifi internet connection for participants.	2
8.	<b>Area for catering</b>	3rd April, 4th April	For up to 500 (five hundred) persons coffee break and lunch tables should be arranged close to the Conference hall.	2
9.	<b>Cloakroom services</b>	3rd April (7.00 a.m.- 7.00 p.m.), 4th April (7.00 a.m.- 5.00 p.m.)	Supervised. To serve around 500 persons.	2
10.	<b>Security services</b>	3rd April (7.00 a.m.-	Conference security.	2

		7.00 p.m.), 4th April (7.00 a.m.- 5.00 p.m.)		
<b>11.</b>	<b>Water bottles and glasses</b>	3rd April, 4th April	100 (one hundred) glass bottles of still water 0.33 ml and 50 glasses for the Rail Baltica Global Forum's speakers and for both meeting rooms; exchange service.	2

**Table No 3 "Catering"**

During the event two lunches and six coffee breaks should be served on 3<sup>rd</sup>-4<sup>th</sup> April at the main venue of the event. The expected number of persons – 500 each day. The catering services include: food, beverages, serving tables with tablecloths, tableware, napkins.

No	Name of the event	Date of the event	Number of events	Needed services	Number of served persons*
<b>1.</b>	Lunch	3rd April	1	1 (one) warm buffet type meal with served coffee up to 15,00 EUR per person.	500
<b>2.</b>	Coffe break	3rd April	3	Catering for 3 (three) coffee breaks up to 5,00 EUR per person per coffee break (includes – coffee, tea, sugar, milk, natural water with regreshing taste, cookies, seasonal fruits).	500
<b>3.</b>	Lunch	4th April	1	1 (one) warm buffet type meal with served coffee up to 15,00 EUR per person.	500
<b>4.</b>	Coffee break	4th April	3	Catering for 3 (three) coffee breaks up to 5,00 EUR per person per coffee break (includes – coffee, tea, sugar, milk, natural water with regreshing taste, cookies, seasonal fruits).	500
<b>5.</b>	Organisation of catering and serving	3rd April 4th April	8	Human resources, administrative expenses, all needed equipment to ensure catering services (tables, tablecloth, napkins, tableware, etc.).	500

*\* The amount is based on the estimated number of the participants and will be used only to compare the proposals. This number is not binding to the Contracting Authority. The certain number of participants will be known according to the terms of conditions of the Draft Contract.*

**4. Technical equipment of simultaneous translation and its servicing (interpretation services are not required).**



During the Rail Baltica Global Forum there might be the need for the simultaneous translation from two national languages to English and vice versa. Therefore, technical equipment of simultaneous translation and its servicing will be needed from 9.00 a.m. to 6.00 p.m. on 3<sup>rd</sup> April. There will be 2 (two) interpreters working in 1 (one) translation booth, in total 4 (four) persons. The provider should assemble and dismantle the technical equipment before and after the official program of the event. Each working place of interpreter should be supplied with:

1. 1 (one) control panel with relay control and switching outgoing channels;
2. 3 (three) intermediate language settings;
3. microphone;
4. headsets according to the number of jobs (AKG K10 or equivalent, providing: frequency range 125Hz to 12.5kHz, weight not more than 100g, lead length 1.50m, head pressure – no more than 2.5N). If the headset has a padding, it must be removable;
5. table lamp with adjustable height for each interpreter.

The Contractor shall provide a translation system for transmission of digital audio signals in the range of infrared (ICS) range (Bosch Integrus or analogue): a translation audio channel broadcast system conforming to IEC 61603 part 7 shall be installed at the venue. The amount of audio channels to be transmitted in 3 (three) working languages. The transmitter, as well as the number and spacing of the emitters, should provide a high quality infrared light throughout the conference room. The location of the specific emitters and the number of emitters should be coordinated and specified at the venue of the venue during the construction of the contact system.

The Contractor shall provide a translation system with the following technical specification:

1. Compliance with standards:
  - 1.1. IEC61603-7 or equivalent, which includes: infrared wavelength digital format, transmitting frequency response from 2 Mhz to 6Mhz;
2. Number of audio channels to be broadcasted:
  - 2.1. 3 (three) working languages (to be determined);
3. Translation signal receivers and headphones (500 pcs):
  - 3.1. Perceived audio channels (language selection) – 3 (three) working languages;
    - a. Frequency response – 20Hz to 20kHz;
    - b. Sound output level – 450 mV / 32 Ω;
    - c. Signal to noise ratio (SNR) < 80 dB (A);
    - d. Duration with 1 (one) charge / battery back – no less than 24 hours;
    - e. Weight (without batteries and headphones) not more than 80g;
    - f. Headphone cable – no shorter than 1.3m with 3.5mm "jack" type plug;
    - g. Headphone weight – no more than 70g.

The number of infrared emitters should ensure high quality coverage of the event venue with the infrared field in all audio channel ranges. Audio channel to capture disturbances are not allowed due to the poor coverage of the infrared signal – holding receivers in high-raised hands, targeting only the emitter, etc.

Transmission audio channel receivers with three working languages and headphones (both 500 pieces) should be given to the event's visitors or placed on their chairs. Transmission audio channel receivers should be able to connect induction loops for hearing impaired people using T-coil type hearing aids.

Number of induction loops – 10 pieces.

The performer provides synchronous transponder receivers and headphones for conference speakers (headphones are left on one ear) – 6 pieces. The synchronous translation system should allow for separation of the translation channels for the live broadcasting of the conference on the internet (separated interpreter signal).

## **5. Video filming, streaming, video recording and editing service**

To reach wider community interested in the Rail Baltica the working sessions will be video streamlined on [www.railbaltica.org/forum](http://www.railbaltica.org/forum) on 3<sup>rd</sup> and 4<sup>th</sup> April.

Therefore, it is expected that provider will supply the following:

1. Will establish and provide video streaming and archiving access services at the above-mentioned event and dates. Services must be provided on from 9.00 a.m. to 6.00 p.m. on April 3, 2019 and from 8.30 a.m. to 6.00 p.m. on April 4, 2019;
2. Prior to the beginning of the event, at the time specified by the Client, will deliver and install the video recording and live broadcasting solution hardware at the place of the event and at the end of the second day will dismantle the equipment;
3. Will provide the hardware testing, together with other service providers of the event, at the time specified by the Client;
4. During the live stream, will provide both the presentation of the event (up to 3 screens) and the visibility of the speakers in the live video broadcast;
5. Will provide 3 cameras with physical operators and at least 1 automatically controlled camera (PTZ);
6. Each camera operator must provide a podium that is visually appealing with carpet and fabric drapes;
7. Will provide intercoms between all operators, as well as communications equipment (radios, headphones) between the other technical staff. Performer during live broadcasting, in the live video broadcast, will provide a presentation of the event, the speaker's name, surname, position, the visual identity of the event, the insertion of information about the interactive communication tool Sli.do, etc. as required;
8. Must ensure the placing of images prepared by the Customer in the internet application and display at a time when live streaming is not available (e.g., coffee breaks and lunch breaks, or until the beginning of the following day);
9. Will ensure the availability of live video recording using the embed code within 5 minutes of the end of the live broadcast;
10. Will ensure the maintenance and availability of live video recordings at any time via the HTTP protocol;

11. Will ensure that live broadcast of the event can be viewed on computers, tablets and smartphones with Microsoft Tablet PCs, BlackBerry Tablet OSs, Android 4.0.x; iOS 4.2.x or later. An executor will provide an internet application (iframe) that automatically recognizes the visitor's technical capabilities – equipment, operating system, browser, and live streaming using HTML5 or Flash, or RTSP technology and adapts the resolution parameters;

12. For the live stream, the performer will ensure the creation of one stream H.264, 4.1 for up to 1080p 30 FPS, AAC 48 kb/s;

13. Will provide video for live broadcasting with at least 1000 simultaneous connections;

15. Will ensure the editing of all video materials to provide separate records of presentations of each speaker or panel discussion (up to 34 units) and forward to the Customer for placement on the website until the end of the working day of April 17<sup>th</sup>. The English should be used for the sound track.

## **6. Photographer services**

To ensure the Rail Baltica Global Forum's publicity the photographer services will be purchased for the events of 3<sup>rd</sup> and 4<sup>th</sup> April. The selected photographer is expected to have extensive experience in covering large events and creative approach. The photographer will be expected to work from 10.00 a.m. to 5.00 p.m. (7 hours) on 3<sup>rd</sup> April and from 8.30 a.m. to 6.00 p.m. (10.5 hours) on 4<sup>th</sup> April. The photographer will have to take photos of the event on both days to reflect its program: the presentations, speeches of the spokespersons, general reportage, general reportage photos of the event and image photos of the Rail Baltica Global Forum. The provider should be able to ensure accessibility of some of the photos, for example during the coffee breaks so that the Contracting authority can send the images to media and to use them for social media and website communication. As a result, the Contracting authority should receive 500 selected and edited photos from both days by 19<sup>th</sup> April, 2019.

## **7. Floristry services**

There will be need of a floral composition on the stage of the main Conference hall from 3<sup>rd</sup> to 4<sup>th</sup> April. The design, type and colours of flowers of the composition should be agreed with the Contracting authority after the staging plan is prepared. The provider should ensure delivery of the floral composition before the start of the official program of the Rail Baltica Global Forum. It should be made in a way that it can sustain two full working days.

## Annex No 4: Technical proposal

Table No 1 "Venue"

No	Name of the item	Period to be used	Description of the technical needs	Candidate's proposal (to be filled by candidate)
<b>1.</b>	<b>Conference Hall</b>	3rd April, 4th April (including pre-installation on 2nd April)	Rental of 1 (one) room up to 500 (five hundred) persons; the room should allow to place a stage for lecterns for speakers and panel discussion, to have a place for setting working tables for sound/light and video projection services and if needed for 2 (two) translation booths for 2 (two) persons each, as well as max 3 video cameras. It should be ensured that all participants have clear view (it can be ensured with additional side screens for the last rows) of the stage and speakers.	
<b>1.1.</b>		3rd April, 4th April	500 seats for conference participants.	
<b>1.2.</b>		3rd April, 4th April	From 10 mb/s to 50 mb/s Wifi internet connection for participants and stable internet connection (from 20 mb/s to 50 mb/s) for video streaming needs.	
<b>1.3.</b>		3rd April, 4th April	Stage for speakers and panel discussions big enough to settle 2 (two) lecterns and 6 (six) panellists' chairs.	
<b>1.4.</b>		3rd April, 4th April	6 (six) comfortable, representative panelists' chairs and 3 (three) small coffee tables for glasses of water and hand microphones.	
<b>1.5.</b>		3rd April, 4th April	2 (two) lecterns equipped with monitors (or laptops) for presentations, presentation remote controls and microphones.	
<b>1.6.</b>		3rd April, 4th April	1 (one) 50" monitor on the stage for panellists to see the presentation.	
<b>1.7.</b>		3rd April, 4th April	2 (two) monitors for speaking time regulation on stage.	
<b>1.8.</b>		3rd April, 4th April	3 (three) large conference presentation screens attached to the wall (1 (one) for the presentation, 2 (two) for video streaming / Sli.do); necessary technical equipment to ensure video projections (projectors, PCs, etc.).	
<b>1.9.</b>		3rd April, 4th April	6 (six) headset microphones and 5 (five) wireless hand microphones.	

1.10.		3rd April, 4th April	1 (one) table for 6 (six) persons for the press conference with decorative table cover/table cloth (to cover the leg part), 6 (six) chairs.	
1.11.		3rd April, 4th April	2 (two) built-in or removable translation booths for 2 (two) persons each to be placed in the conference venue.	
1.12.		3rd April, 4th April	Conference lighting.	
1.13.		3rd April, 4th April	HD quality sound system (including the sound system control panel).	
1.14.		3rd April, 4th April	Technical assistant for video, audio and lighting systems.	
2.	<b>Lobby</b>			
2.1.		3rd April, 4th April	1 (one) 50" monitor on the stands or fixed on the wall for the event relevant information presentation at the lobby (including all needed hardware).	
2.2.		3rd April, 4th April	7 (seven) tables and 4 (four) chairs for participant registration close to the main conference room.	
3.	<b>Meeting room No 1</b>	3rd April, 4th April	Capacity for 10 (ten) persons.	
3.1.		3rd April, 4th April	2 (two) tables, 10 (ten) chairs.	
3.2.		3rd April, 4th April	From 10 mb/s to 50 mb/s Wifi internet connection for participants.	
4.	<b>Meeting room No 2</b>	3rd April, 4th April	Capacity for 10 (ten) persons.	
4.1.		3rd April, 4th April	2 (two) tables, 10 (ten) chairs.	
4.2.		3rd April, 4th April	From 10 mb/s to 50 mb/s Wifi internet connection for participants.	
5.	<b>Meeting room No 3</b>	3rd April, 4th April	Capacity for 70 (seventy) persons.	
5.1.		3rd April	Tables and chairs for 50 (fifty) persons. 2 (two) hand microphones, screen, projector and lectern with laptop, 50 still water bottles 0,33 ml and 50 glasses.	
5.2.		4th April	6 (six) comfortable, representative panelists' chairs and 3 (three) small coffee tables for glasses of water and hand microphones. From 10 mb/s to 50 mb/s Wifi internet connection for participants and stable internet connection for video streaming needs. 1 (one)	

			lectern equipped with monitors (or laptops) for presentations, presentation remote controls and 6 (six) microphones. High quality sound system (including the sound system control panel). 1 (one) large (depending on the size of the room) conference presentation screen attached to the wall.	
6.	<b>Space for the exhibition stand / suppliers' meeting room</b>	3rd April, 4th April	Very close proximity to the Conference hall, size at least 300 m2, to be used for exhibition on 3rd April (and for suppliers' stands on the 4th April.	
6.1.		4th April	40 (forty) tables, each for 2 (two) seated persons; 80 (eighty) chairs.	
6.2.		4th April	From 10 mb/s to 50 mb/s Wifi internet connection for participants.	
7.	<b>Room for organisers</b>	3rd April, 4th April	For up to 15 (fifteen) persons.	
7.1.		3rd April, 4th April	2 (two) tables, 10 (ten) chairs.	
7.2.		3rd April, 4th April	Wifi internet connection for participants.	
8.	<b>Area for catering</b>	3rd April, 4th April	For up to 500 (five hundred) persons coffee break and lunch tables should be arranged close to the Conference hall.	
9.	<b>Cloakroom services</b>	3rd April (7.00 a.m.-7.00 p.m.), 4th April (7.00 a.m.-5.00 p.m.)	Supervised. To serve around 500 persons.	
10.	<b>Security services</b>	3rd April (7.00 a.m.-7.00 p.m.), 4th April (7.00 a.m.-5.00 p.m.)	Conference security.	
11.	<b>Water bottles and glasses</b>	3rd April, 4th April	100 (one hundred) glass bottles of still water 0.33 ml and 50 glasses for the Rail Baltica Global Forum's speakers and for both meeting rooms; exchange service.	

**Table No 2 "Catering"**

No	Name of the event	Date of the event	Number of events	Needed services	Candidate's proposal (to be filled by candidate)
1.	Lunch	3rd April	1	1 (one) warm buffet type meal with served coffee up to 15,00 EUR per person.	
2.	Coffe break	3rd April	3	Catering for 3 (three) coffee breaks up to 5,00 EUR per person per coffee break (includes – coffee, tea, sugar, milk, natural water with regreshing taste, cookies, seasonal fruits).	
3.	Lunch	4th April	1	1 (one) warm buffet type meal with served coffee up to 15,00 EUR per person.	
4.	Coffee break	4th April	3	Catering for 3 (three) coffee breaks up to 5,00 EUR per person per coffee break (includes – coffee, tea, sugar, milk, natural water with regreshing taste, cookies, seasonal fruits).	
5.	Organisation of catering and serving	3rd April 4th April	8	Human resources, administrative expenses, all needed equipment to ensure catering services (tables, tablecloth, napkins, tableware, etc.).	

**Table No 3 "Technical equipment of simultaneous translation and its servicing"**

No	Equipment	Amount (pcs.)
1.		
2.		
...		

**Table No 4 "Video filming, streaming, video recording and editing service"**

No	Item	Amount (pcs.)
1.		
2.		

...		
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**Table No 5 “Photographer Services”**

No	Item	Hours
1.	Services of Photographer on April 3 <sup>rd</sup> -4 <sup>th</sup> , 2019.	17.5
2.	Photo edition	

**Table No 6 “Floristry services”**

No	Item	Description
1.	Floral composition for stage (April 3 <sup>rd</sup> -4 <sup>th</sup> , 2019)	



## Annex No 5: Experience of event organiser

No	Name of the conference	Date of the conference	Number of participants	Description of the tasks and approach according to contract, what characterize required experience, stated in "Technical and professional ability" Section 7.4.1.	Contact information for references
1.					
2.					
...					

---

Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

## Annex No 6: Experience of photographer

No	Name of the event	Date of the event	Number of participants	Description of the tasks and approach according to contract, what characterize required experience, stated in "Technical and professional ability" in Section 7.4.2.	Contact information for references
1.					
2.					
...					

---

Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

## Annex No 7: Experience of catering provider

No	Name of the event	Date of the event	Number of participants	Description of the tasks and approach according to contract, what characterize required experience, stated in "Technical and professional ability" in Section 7.4.3.	Contact information for references
1.					
2.					
...					

---

Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

## Annex No 8: Entities on whose capabilities the tenderer relies

No	Name	Description of the capabilities
1		
2		
...		

---

Date: *[date of signing]*

Name: *[name of the representative of the Tenderer]*

Position: *[position of the representative of the Tenderer]*

## Annex No 9: Subcontractors

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

Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

## Annex No 10: Confirmation of tenderer's financial standing\*

### 1. (Section 7.3.1. of Regulation)

*"The Tenderer's or all members' of the partnership together (if the Tenderer is a partnership), average annual financial turnover within last 3 (three) years (2015, 2016, 2017) is not less than 140 000,00 EUR (one hundred forty thousand euros)".*

No	Year	Total Turnover in EUR	Notes
<p>The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose abilities the Tenderer is relying to certify it's financial and economic performance (Section 7.3. of Regulations) and who will be financially and economically responsible for fulfilment of the contract and entity on whose abilities the Tenderer is relying to certify it's financial and economic performance and who will be financially and economically responsible for fulfilment of the procurement contract:</p> <p>_____</p> <p>Name of the Tenderer/member of a partnership/entity</p>			
1.	2017		
2.	2016		
3.	2015		
Average within last three financial years			

### 2. (Section 7.3.2. of Regulation)

*"The Tenderer or each member of the partnership (if the Tenderer is a partnership) on whose abilities the Tenderer is relying to certify it's financial and economic performance and who will be financially and economically responsible for fulfilment of the procurement contract and entity on whose abilities the Tenderer is relying to certify it's financial and economic performance and who will be financially and economically responsible for fulfilment of the procurement contract, shall have stable financial and economic performance, namely, in the last financial year (2017) liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 and shall have positive equity."*

\_\_\_\_\_

Name of the Tenderer/member of partnership/entity

$$\text{liquidity ratio} = \frac{\text{current assets}}{\text{short - term liabilities}} = \underline{\quad}$$

$$\text{equity ratio} = \text{total assets} - \text{total liabilities} = \underline{\quad}$$

*\*Please provide information regarding each member of Partnership (if the Tenderer is a partnership) and entity to which this requirement applies.*

\_\_\_\_\_

Date: [date of signing]

Name: *[name of the representative of the Tenderer/ member of the partnership/ entity]*

Position: *[position of the representative of the Tenderer/member of the partnership/entity]*

## Annex No 11: Draft contract

### AGREEMENT

on the Organisation Services for Rail Baltica Global Forum

between

RB Rail AS

and

[●]

Agreement registration number 8/2019/[●]

CEF<sup>4</sup> Contract No INEA/CEF/TRAN/M2016/1360716 C11

Procurement procedure identification No RBR 2018/30

Riga

Dated [●] 2019

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<sup>4</sup> Grant Agreement under the Connecting Europe Facility



## TABLE OF CONTENTS

## SERVICE AGREEMENT

This Service Agreement (the "Agreement"), together with all Annexes thereto, is entered into in Riga, on [●] [●] of the year 2019 (the "Effective Date") by and between:

**RB Rail AS**, a joint stock company registered in the Latvian Commercial Register registration No 40103845025, legal address at Krišjāņa Valdemāra iela 8-7, Riga, LV-1010, Latvia (the "Principal"), represented by Management Board Member [●] and Management Board Member [●] acting on the basis of the Regulations on Representation Rights dated 25 May 2018, on the one side,

and

[●], a [●] company organized and existing under [●] law, registration number with [●], having its registered address at [●] (the "Service Provider"), represented by [●][●] acting on the basis of [●] on the other side.

WHEREAS:

- (A) This Agreement is entered into under the Global Project which includes all activities undertaken by the respective beneficiaries and implementing bodies of the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania in order to build, render operational and commercialise the Rail Baltica railway – a new fast conventional double track electrified railway line according TSI INF P2-F1 criteria and European standard gauge (1435mm) on the route from Tallinn through Pärnu-Riga-Panevėžys-Kaunas to Lithuanian-Polish border, with the connection of Kaunas – Vilnius, and related railway infrastructure in accordance with the agreed route, technical parameters and time schedule;
- (B) The Principal has organised procurement procedure "ORGANISATION SERVICES FOR RAIL BALTICA GLOBAL FORUM" (identification No RBR 2018/30) (the "Procurement Procedure") whereby the Service Provider's tender proposal (the "Service Provider's Proposal") was selected as the winning bid;
- (C) This Agreement is co-financed from the Connecting Europe Facility (CEF), CEF Contract No INEA/CEF/TRAN/M2016/1360716, Action No 11.

### Section I. DEFINITIONS AND INTERPRETATION

1.1. *Definitions.* In this Agreement, unless the context requires otherwise, all Definitions shall have the meanings as described to such terms in accordance with **Annex A: Definitions and common terms**.

1.2. *Interpretation.*

- (a) The headings contained in this Agreement shall not be used in its interpretation.
- (b) References to the singular shall include references in the plural and vice versa, words denoting a gender shall include any other gender where the context requires, and words denoting natural persons shall include any other persons.
- (c) References to a treaty, directive, regulation, law or legislative provision shall be construed, at any particular time, as including a reference to any modification, extension or re-enactment of the respective treaty, directive, regulation, law or legislative provision at any time then in force and to all subordinate legislation enacted from time to time.
- (d) In the event there arises a conflict between provisions of the Agreement, the last provision to have been written chronologically shall take precedence.
- (e) Any reference in this Agreement to a person acting under the direction of another person shall not include any action that is taken in contravention of any Applicable Law or Standards, unless the relevant Person can demonstrate that an explicit instruction or direction was given to take the relevant action.

- (f) Unless expressly stated to the contrary, any reference in this Agreement to the right of consent, approval or agreement shall be construed such that the relevant consent, approval or agreement shall not be unreasonably delayed or withheld. The Parties agree and acknowledge as follows:
    - (i) neither Party shall be required to seek or apply for any consent, approval or agreement by any Person which would place the respective Party in breach of any Applicable Law, Standards or Good Industry Practice; and
    - (ii) nothing in this Agreement shall require the Principal to give or procure the giving of any consent or approval which would be contrary to the protection, safety and efficient operation of the Railway and the Project.
  - (g) A reference to "writing" shall include an e-mail transmission and any means of reproducing words in a tangible and permanently visible form.
  - (h) The words "include" and "including" are to be construed without limitation.
  - (i) Unless indicated otherwise, all references to "days" shall mean calendar days.
  - (j) The words in this Agreement shall bear their natural meaning, except for any Definitions in accordance with **Annex A: Definitions and Common Terms**.
- 1.3. *Order of Precedence*. In the event of any discrepancy or inconsistency arising between the documents forming part of this Agreement, the following order of precedence shall apply:
- (a) this Agreement document;
  - (b) Explanations (clarifications) of the procurement documentation;
  - (c) Procurement documents with the annexes (including Technical specifications (Scope of Service));
  - (d) Clarifications of the Service Provider's Proposal;
  - (e) Service Provider's Proposal;
  - (f) All other Annexes of the Agreement.

## Section II. GENERAL TERMS AND CONDITIONS

- 2.1 *Engagement*. The Principal hereby engages the Service Provider to provide and perform the Service for the purposes of the Project with the objective of ensuring provision and performance of all Works more fully identified in **Annex B: Technical Specification** attached to this Agreement (the "Scope of Service") subject to the terms of this Agreement, and the Service Provider hereby accepts such engagement.
- 2.2 *Objective*. The Service shall result in the performance of all Works identified in according to the terms of this Agreement and delivery to the Principal of the Deliverable according to the schedule specified in **Annex B: Technical Specification** to this Agreement.
- 2.3 *Ordinary, Additional and Extraordinary Services*. The Service under this Agreement shall comprise the following:
- (a) Ordinary Services are those designated as "Ordinary" in accordance with **Annex B: Technical Specification**;
  - (b) Additional Services are those designated as "Additional" in accordance with **Annex B: Technical Specification** or which by written agreement of the Parties are otherwise additional to Ordinary Services; and
  - (c) Extraordinary Services are those which are not Ordinary or Additional Services, but which are necessarily performed by the Service Provider, provided that the Scope of Services identified in accordance with **Annex B: Technical Specification** is supplemented with the Extraordinary Services in strict compliance with Applicable Law of the Latvia. Irrespective of anything to the contrary set forth in this Agreement, each Extraordinary Service shall constitute an Alteration.

- 2.3 *Alteration Requests by Principal.* Notwithstanding any provisions in this Agreement to the contrary, whenever the Principal reasonably considers that an Alteration is necessary:
- (a) to address, alleviate or comply with (as appropriate) a Mandatory Alteration; or
  - (b) to address the results of Survey Works, to the extent necessary to attain the purposes of the Project; or
  - (c) to address changes to the underlying assumptions set out in the Scope of Service (**Annex B: Technical Specification**),

the Principal shall send to the Service Provider a written notice requesting an Alteration to the Scope of Service (**Annex B: Technical Specification** and/or **Annex C: Schedule of Service** and/or **Annex D: Service Provider's proposal** (the "Alteration Request") to the extent that the Alteration is reasonable in the circumstances. For the avoidance of any doubt, no Alteration shall be effective unless and until agreed in writing by both Parties, and it shall comply with the mandatory requirements of the Public Procurement Law of the Republic of Latvia.

- 2.4 *Alteration Requests by Service Provider.* Where the Service Provider reasonably considers that an Alteration is necessary:
- (a) to address, alleviate or comply with (as appropriate) a Mandatory Alteration; or
  - (b) to address the results of Survey Works, to the extent necessary to attain the purposes of the Project; or
  - (c) to address changes to the underlying assumptions set out in the Scope of Service (**Annex B: Technical Specification**),

the Service Provider shall be entitled to request the Principal to implement an Alteration in accordance with the applicable Laws of Latvia.

- 2.3 *Co-Operation of the Parties.* The Parties shall cooperate with one another to fulfil their respective obligations under this Agreement. The Parties shall endeavour to maintain good working relationships among all key personnel engaged toward provision of the Service.

- 2.4 *General Obligations of Service Provider.* The Service Provider shall be responsible for the professional quality, technical accuracy, and coordination of all concepts, programming, reports, designs, drawings, specifications, and other services furnished under this Agreement. The Service Provider shall have an obligation, without additional compensation of any kind, to correct or revise any errors, deficiencies, or omissions in concepts, programming, reports, designs, drawings, specifications, estimates, and other services rendered hereunder and forming part of the Service. The Service Provider shall furnish to the Principal all Deliverables as described in **Annex B: Technical Specification** and **Annex C: Schedule of Services**, configured according to this Agreement.

### Section III OBLIGATIONS OF SERVICE PROVIDER

- 3.1 *General Obligations.* The Service Provider's services shall be performed as expeditiously as is consistent with professional skill and care, orderly progress of the Service, and in accordance with this Agreement. The Service Provider shall, at all times during the term of this Agreement, act in good faith towards the Principal in respect of all matters under the Agreement. The Service Provider undertakes to perform or procure the performance of the Service in its entirety. The Service Provider shall develop and supplement the Scope of Service (**Annex B: Technical Specification**) in consultation with the Principal with respect to identifying key dates, Deliverable, the underlying assumptions and any Necessary Consents. Specifically, the Service Provider undertakes to perform the Service in accordance with all of the following (this list is not all-inclusive):
- a) requirements of Applicable Law;
  - b) Good Industry Practice;
  - c) legal requirements and Standards as may be applicable from time to time;

- d) Necessary Consents; and
  - e) the terms and conditions of this Agreement.
- 3.2 *Obligation to Act in Accordance with Principal's Comments.* In providing the Service, the Service Provider shall have due regard to any comments made by the Principal in connection with any review of the Documentation, Deliverable or information furnished by the Principal and shall provide reasons to the Principal where it does not take into account any such comments.
- 3.3 *Duty of Care and Exercise of Authority.* The Service Provider shall:
- (a) in performing its obligations under this Agreement, exercise reasonable professional skill, diligence and care as may be expected of a properly qualified and competent person carrying out services of a similar size, nature, type and complexity;
  - (b) ensure that all personnel engaged toward the Service are properly qualified and competent in accordance with the relevant Standards and the Agreement and are qualified to perform their duties efficiently;
  - (c) at all times during the term of this Agreement and in performing the Service, ascertain and comply with all Applicable Laws and Good Industry Practice of the Republic of Lithuania. In case Good Industry Practice for any particular aspects is not available in Lithuania, the Service Provider shall apply the Good Industry Practice from elsewhere in the European Union and ensure that it is in compliance with Applicable Law of the Republic of Lithuania;
  - (d) comply, where applicable, with any reasonable requirements of the Principal not otherwise provided for in this Agreement;
  - (e) notify the Principal of any Defects in accordance with Clause 8.3 of this Agreement as soon as such Defects are identified by the Service Provider; and
  - (f) whenever the Service includes the exercise of powers or performance of duties authorized or required pursuant to the terms of any contract entered into between the Principal and any third party, the Service Provider shall:
    - (i) act in accordance with the terms and conditions of the agreement entered into between the Principal and the relevant third party; provided, however, that the details of such powers and duties, to the extent not described pursuant to **Annex B: Technical Specification** are acceptable to the Service Provider;
    - (ii) if authorized to certify, decide or exercise discretion, do so fairly between the Principal and third party not as an arbitrator but as an independent professional exercising its best skill and judgment; and
    - (iii) to the extent so authorized, cause the obligations of any third party to be adjusted or modified, subject to obtaining the prior approval of the Principal to any adjustment or modification which can have a material effect on Costs, quality or time (except in any emergency when the Service Provider shall inform the Principal as soon as practicable).
- 3.5. *Maintenance of Records.* During the term of the Service and for period of ten (10) years from expiration or termination of this Agreement for any reason whatsoever, the Service Provider shall keep and maintain clear, adequate and accurate records and documentation evidencing, to the reasonable satisfaction of the Principal, each of the following:
- (a) the amount of time (rounded up to 30 minutes) actually spent by personnel of the Service Provider and personnel of each Approved Sub-Service Provider toward performance of any of the Works forming part of the Service; and

- (b) the fact that the Service has been and is being carried out in accordance with Applicable Law and Good Industry Practice and, to the extent applicable, conditions of any Necessary Consents.

In addition to the obligations set forth in accordance with Clause 3.5, the Service Provider shall have an obligation, during the term of this Agreement, to retain copies of the object code of all software used in the design and production of the Service Provider software, if such software shall be used.

In case of on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case of correction of systemic or recurrent errors, irregularities, fraud or breach of obligations, the records shall be kept and maintained longer.

3.6 *Access to Documentation.* At all times during the term of the Service, the Principal shall have access to all Documentation. This access shall be continuing and survive the termination of this Agreement for either cause or convenience. The Documentation shall be kept being accessed in a generally recognized format for a period of ten (10) years from the date of expiration or termination of this Agreement or the Final Acceptance Date, as applicable. All records forming part of the Documentation shall be available to the Principal auditor, or expert appointed by the Principal during the period of time specified in accordance with this Clause. *Right to Sub-Contract and Staff.*

- (a) In performing the Services in accordance with the Scope of Service and subject to the provisions of Clause 3.15 and this Clause, the Service Provider may only rely on the services of those Approved Sub-Contractors and Staff listed in **Annex E: List of approved Sub-Service Providers and Staff**, as such list may, from time to time, be modified or supplemented in agreement with the Principal and in accordance with the terms and subject to the criteria contained in the applicable Public Procurement Law of the Republic of Latvia. Parties shall specify the name, contact details and legal representative(s) of each Approved Sub-Contractor as of the Effective Date in **Annex E: List of approved Sub-Service Providers and Staff**. The Service Provider shall have an obligation to notify the Principal in writing of any changes to Sub-Service Provider or Staff data specified in **Annex E: List of approved Sub-Service Providers and Staff** occurring during the term of this Agreement and of the required information for any new Sub-Contractors or Staff member which it may subsequently engage toward performing the Service.
- (b) Pursuant to the Public Procurement Law of the Republic of Latvia the Service Provider shall obtain prior written consent of the Principal for the replacement of each Sub-contractor or each Staff member, or each key personnel indicated in **Annex E: List of approved Sub-Service Providers and Staff** and involvement of additional Sub-contractors or Staff members, or key personnel.
- (c) Review and evaluation of the replacement of Sub-contractors or Staff shall be carried out, and the consent or refusal to give consent shall be rendered by the Principal in accordance with Section 62 of the Public Procurement Law of the Republic of Latvia.
- (d) The Service Provider shall not involve employee and/or staff (including but not limited to key personnel (Photographer) (if any)) who have a criminal record, in the implementation of the Agreement.
- (e) The Service Provider shall submit to the Principal the name, surname, personal code (identification number), professional title (job position) of every natural person that will implement the Agreement and/or will be present on site at least ten (10) working days prior involvement of this person in the implementation of the Agreement and/or its presence on site. The Service Provider shall provide a brief (concise) description of duties towards the implementation of the Agreement of the persons, and, if requested by the Principal.
- (f) The Principal has a right to demand dismissal of such a natural person non-compliant with the security clearance requirements stipulated in this Clause 3.6 at the Principal's sole discretion on the basis of the Principal's written request for dismissal. Parties agree that such Principal's decision is in-contestable.
- (g) The Service Provider shall replace the Sub-contractor and/or Staff member which, during the effectiveness of this Agreement, meets any of the compulsory grounds for exclusion of tenderers (or sub-contractors) that were verified during the Procurement Procedure and/or

the Principal has demanded his/her dismissal according to Clause 3.6(f) and to prevent (i) involvement of such a natural person in the implementation of the Agreement and (ii) the presence of this person in the real estate, construction site or any other site. The Service Provider shall immediately undertake all the necessary actions and measures to ensure that any risk of involvement of such a natural person in the implementation of the Agreement is promptly and duly eliminated.

- (h) In case mentioned in Clause 3.6(f) the Service Provider is obliged:
- (i) to immediately replace the dismissed person according to Section 62 of the Public Procurement Law of the Republic of Latvia and the Agreement, and
  - (ii) to comply with the Principal's written instructions pursuant to this Clause 3.6 and not to challenge these instructions, and
  - (iii) to inform the Principal about dismissal or replacement proceedings pursuant to this Clause.

In case if the immediate dismissal or replacement of the dismissed natural person non-compliant with the security clearance requirements stipulated in this Clause 3.6 results in the unreasonable increase of the costs towards the Service Provider, the Service Provider shall immediately inform the Principal about this fact in written and the Parties shall agree upon the conditions of the provision of the Services.

The Service Provider's non-compliance with the security clearance requirements stipulated in this Clause 3.6, the Principal's instructions towards the Service Provider regarding these security clearance requirements or other provisions of this Clause 3.6 constitutes a material breach (breach of a material term or condition) of the Agreement.

- 3.7 *Responsibility for Performance by Sub-Contractors and Staff.* The Service Provider shall retain the complete responsibility for the proper performance of all of its obligations under this Agreement, and any act, failure to act, breach or negligence on the part of any of its Approved Sub-Contractors and Staff shall, for the purposes of this Agreement, be deemed to be the act, failure to act, breach or negligence of the Service Provider.
- 3.8 *Property of Principal.* Anything supplied by or paid for by the Principal for the use by the Service Provider toward provision of the Service under this Agreement shall constitute the property of the Principal and, to the extent practicable, shall be marked by the Service Provider as property of the Principal. To the extent the Service is completed or terminated, the Service Provider shall furnish inventories of whatever has not been consumed in the performance of the Service to the Principal and shall deliver such inventories in such manner and to such location(s) as designated by the Principal. For the avoidance of any doubt, such delivery shall not be forming part of the **Annex B: Technical Specification** and the terms of the delivery shall be agreed between the Principal and the Service Provider separately.
- 3.9 *Reservation of Certain Approval Rights.* Nothing in this Agreement shall require the Principal to give or procure the giving of any consent or approval which would be contrary to or inconsistent with the interests of protection, safety and efficient operation of the Railway or the Project and the safety of persons or property.
- 3.10 *Acceptance Not a Waiver.* The Principal's review, approval, acceptance, or payment with respect to any part of the Service provided by the Service Provider shall not be interpreted or construed to operate as a waiver of any rights or cause for action arising out of the Service Provider's performance of the Service under this Agreement. The Service Provider shall remain liable to the Principal as allowed under this Agreement and under Applicable Law for any and all Costs and/or Damages caused by the Service Provider's negligent performance of any part of the Works and Service furnished under this Agreement.
- 3.11 *Obligations of Service Provider on Termination.* In the event of issue or receipt of a notice of termination of the Agreement under Clause 10.1, the Service Provider shall:
- (a) take immediate steps to bring an end to the performance of the Service in an orderly manner; and

(b) make arrangements to minimize the expenditure under this Agreement as rapidly as possible.

- 3.12 *Attendance of Meetings.* To the extent necessary to ensure smooth and efficient provision of the Service, the Service Provider shall, at the Principal's request, hold and/or attend meetings with any Persons. The Service Provider shall arrange meetings on weekly, monthly and quarterly bases (or more frequently, to the extent mutually agreed by the Parties) as described in **Annex B: Technical Specification**, at which appropriate personnel of the Service provider and the Principal and the Representatives of each Party shall be present. The Service Provider shall record all meetings (also online meetings) between Parties and prepare meeting reports within five (5) Working Days after each meeting. All meeting reports shall be harmonized by Principal.
- 3.13 *Compliance with Laws.* The Service Provider shall review the Applicable Law that is applicable to the Service Provider's services. In carrying out any activities forming part of the Service, the Service Provider shall, at all times, ensure compliance with requirements imposed by supra-national and/or governmental authorities having jurisdiction over the Project.
- 3.14 *No Material Interference.* The Service Provider agrees that non-Principal activities undertaken by the Service Provider will be managed so as not to materially interfere with the Service Provider's obligations to the Principal under this Agreement.
- 3.15 *No Conflicting Activity.* Except with the Principal's knowledge and express written permission, the Service Provider shall not engage in any activity, or accept any employment, other agreement, interest, or contribution that would reasonably appear to compromise the Service Provider's professional judgment and performance with respect to the Service and/or the Project. In performing the Service, the Service Provider shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Service is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest.
- 3.16 *Certain Negative Covenants.* In carrying out the Service, the Service Provider undertakes not to procure goods or services of any kind from any person meeting any of the following criteria:
- (a) the Person who is a member of the Management Board or Supervisory Board of an Approved Sub-Service Provider or procurator of an Approved Sub-Contractor, or is authorised to represent or act on behalf of an Approved Sub-Contractor with respect to any activity related to any subsidiary company of such Approved Sub-Contractor, and such Person has been accused of commitment of any of the following criminal offences pursuant to an order issued by a public prosecutor or was found to be guilty of commitment of any of the following criminal offences in accordance with a court judgment that has entered into legal force, is non-disputable and non-appealable:
    - (i) formation, organisation, leading or involvement in the criminal organisation or another criminal formation, or participation in the criminal acts of such organisation or formation;
    - (ii) accepting a bribe, giving of a bribe, misappropriation of a bribe, intermediation toward giving or taking of a bribe, acceptance of a prohibited benefit or commercial bribing;
    - (iii) fraud, misappropriation of funds or money laundering;
    - (iv) tax evasion or evasion of payments equivalent to tax;
    - (v) terrorism, financing of terrorism, instigation of acts of terrorism, terrorist threats or recruitment and training of a person with the aim of committing acts of terrorism;
    - (vi) human trafficking;
    - (vii) avoidance of tax and other similar payments;
  - (b) the Person has, by decision of a competent authority or judgment of a court which has entered into legal force and is non-disputable and non-appealable, been found guilty of violation of labour law in any of the following manners:



- (i) employment of one or more citizens or nationals of countries who are not citizens or nationals of a Member State of the European Union and are residing in the territory of a Member State of the European Union unlawfully;
- (ii) employment of one or more persons without having entered into written employment agreement with such persons, or without having submitted an employee declaration with respect to such persons within a period of time stipulated in accordance with applicable laws and regulations applicable to persons that enter into salaried employment;
- (c) the Person who, by decision of a competent authority or in accordance with judgment of a competent court which has entered into legal force, is non-disputable and non-appealable, has been held guilty of violation of applicable rules of competition law manifested as a vertical agreement aimed at restricting the ability of one or more purchasers to determine the resale price, or a horizontal cartel agreement, with the exception of instances where the relevant authority, upon having established the fact of violation of applicable rules of competition law, has discharged the candidate or participant in a tender offer from imposition of a fine or has reduced the amount of fine as a part of co-operation leniency programme;
- (d) the Person who has insolvency proceedings initiated against it (except in the circumstances where a bailout or a similar set of measures are applied within the insolvency proceedings and are aimed at preventing the bankruptcy and restoring the debtor back to solvency, in which case the Service Provider shall evaluate the possibility of participation by such Person in performing the Service), economic activity of the Person has been suspended or discontinued, bankruptcy proceedings have been initiated against the Person or the Person is subject to a liquidation;
- (e) the Person has unpaid tax indebtedness in the country where the procurement is organised or in the country where the Person is registered or permanently residing as a tax payer, including the indebtedness with respect to State social insurance contributions, in the total amount exceeding EUR 150 in each individual country; in such case, the Service Provider can, within its sole discretion, prompt the Approved Sub-Contractor to pay or discharge all outstanding tax indebtedness within 10 (ten) Working Days and, upon such payment or discharge, allow the Person to continue performance of the Service; and;
- (f) the Person is an entity registered offshore;
- (g) International or national sanctions or substantial sanctions by the European Union or the North Atlantic Treaty Organization Member State affecting the interests of the financial and capital market has been imposed to the Person and such sanctions can affect the execution of the Contract; and
- (h) any of the above-mentioned criteria shall apply to all members of a group of persons if the Person is a group of persons.

3.17 *Visibility Requirements.* At all times during provision of the Service, the Service Provider undertakes to comply with each of the following requirements:

- (a) any report, brochure, document or information related to the Service provided by the Service Provider to the Principal or any other Person, or which the Service Provider makes publicly available shall include each of the following:
  - (i) a funding statement which indicates that the Service is financed from CEF funds substantially in the following form: "Co-financed by the Connecting Europe Facility of the European Union";
  - (ii) with respect to printed materials, a disclaimer releasing the European Union from liability with respect to any contents of any distributed materials substantially in the form as follows: "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". The disclaimer in all official languages of the European Union can be viewed on the website <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>; and

- (iii) the flag of the Council of Europe and the European Union.
- (b) the requirements set forth in Clauses 3.17(a)(i) **Error! Reference source not found.** and 3.17(a)(iii) of this Agreement can be complied with by means of utilizing the following logo:



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in the event the Service Provider decides to utilize the above logo, the Service Provider shall ensure that the individual elements forming part of the logo are not separated (the logo shall be utilized as a single unit) and sufficient free space is ensured around the logo; and

- (c) in order to comply with the latest applicable visibility requirements established by the European Union, the Service Provider shall regularly monitor changes to visibility requirements; as of the Effective Date, the visibility requirements are available for review on the webpage <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>

### Section IV OBLIGATIONS OF PRINCIPAL

- 4.1. *Acting in Good Faith and Supply of Information.* At all times during the term of this Agreement, the Principal undertakes to act in good faith toward the Service Provider in respect of all matters under this Agreement. The Principal shall, so as not to delay the Service and within a reasonable time, supply to the Service Provider free of cost all information in the power of the Principal to obtain which pertains to the Service, the Project and the Railway. The Principal shall, free of any Costs to the Service Provider, to the extent not explicitly stated otherwise in this Agreement, comply with all of its obligations under this Agreement, including with respect to carrying out any action or providing any information identified and specifically requested by the Service Provider, as reasonably necessary to enable the Service Provider to progress the Service.
- 4.2. *Decisions by Principal.* On all matters properly referred to it by the Service Provider in writing the Principal shall give its decision in writing so as not to delay the Service and within a reasonable time. The Principal is not limited to provide any answer and information to the Service Provider by e-mail.
- 4.3. *Assistance and Cooperation by Principal.* In each country of the Railway and in respect of the Service Provider, its personnel and dependents, as the case may be, the Principal shall have an obligation to do all in its power to reasonably assist the Service Provider and reasonably cooperate with the Service Provider with respect to each of the following matters:
  - (a) providing unobstructed access wherever access is required for purposes of enabling, establishing or providing the Service; and
  - (b) providing access to other organizations to enable collection of information which is to be obtained by the Service Provider.
- 4.4. *No Material Interference.* The Principal agrees that non-Service Provider activities undertaken by the Principal will be managed so as not to materially interfere with the Principal's obligations to the Service Provider under this Agreement.
- 4.5. *Action Upon Becoming Aware of Defects.* In the event the Principal observes or otherwise becomes aware of any error, fault, omission, or defect in the Service or non-conformance of any action forming part of the Service with the Documentation or information, the Principal shall give prompt notice thereof to the Service Provider. The Service Provider shall have the obligation to correct such error, fault, omission, or defect in the Service or non-conformance of any action forming part of the Service.

## Section V REPRESENTATIONS AND WARRANTIES

5.1 *Certain Representations and Warranties by Parties.* Each Party represents and warrants to the other Party, as of the Effective Date, as follows:

- (a) it has entered into this Agreement with the aim of attaining all of the objectives and performing in all material respects all of the obligations and commitments herein set forth;
- (b) it has entered into this Agreement without having any intention or goal whatsoever to violate the Applicable Law, its own Statutes, other constitutional documents, laws or agreements of any kind to which it is a party;
- (c) it is not bankrupt and is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, it is not in an arrangement with creditors, where its business activities are suspended, or it is in any analogous situation arising from a similar procedure under the laws of the country where it is registered and submits its tax accounts; and
- (d) it has entered into this Agreement of its own volition and in good faith.

5.2. *Certain Representations and Warranties by Service Provider.* The Service Provider represents and warrants to the Principal, as of the Effective Date, as follows:

- (a) it has all requisite qualification, skills and competence to provide the Service to the Principal on the terms and conditions of this Agreement which are no less favourable than the terms and conditions of service identified by the Service Provider in any document submitted by the Service Provider to the Principal as part of the Procurement Procedure and on the terms of the Service Provider's Proposal identified in accordance with Service Provider's Proposal;
- (b) it holds all requisite licenses, permits, approvals and consents necessary to enable performance of the Service according to the specifications contained in this Agreement and
- (c) **Annex B: Technical Specification;**
- (d) it has all requisite ability to ensure the highest quality of the Service;
- (e) it will assign competent and duly qualified personnel to carry out the Works set out in this Agreement according to the highest professional Standard and Good Industry Practice;
- (f) it is not deemed to be a person associated with the Principal for the purposes of Applicable Law;
- (g) it has not been registered as a VAT payer in the Republic of [COUNTRY] [IF APPLICABLE];
- (h) it is compliant with all of the requirements of the Service Provider's Declaration contained in **Annex K: Declaration of Service Provider**
- (i) and will continue to be compliant with all such requirements during the term of this Agreement;
- (j) the income mentioned in this Agreement will not derive through permanent establishment or fixed base maintained by the Service Provider in the Republic of Latvia. The Service Provider agrees to submit to the Principal four (4) copies of "*Residence Certificate–Application for Reduction of or Exemption from Latvian anticipatory taxes withheld at source from payments (management and consultancy fees, leasing fees and certain other types of income), paid to residents of the [COUNTRY]*"(the "*Residence Certificate*") confirmed by Competent Authority of the [COUNTRY] and the Latvian State Revenue Service. The Residence Certificate shall be submitted to the Principal prior the Principal will due to make a payment of the fee or other payments to the Service Provider. Otherwise the Principal will withhold withholding tax at the rate of 20% from the fee and payments made to the Service Provider. The Principal is entitled to make any deductions from the payments due to the Service Provider if the Service Provider doesn't comply with this provision [IF APPLICABLE].

## Section VI PERSONNEL AND REPRESENTATIVES

- 6.1. *Supply of Personnel.* The personnel who are designated by the Service Provider shall be fit for their respective assignments, and their qualifications shall be acceptable to the Principal.
- 6.2. *Representatives.* Each Party shall appoint an officer, employee or individual to serve as its representative toward supply or receipt of the Service with full authority to act on its behalf in connection with this Agreement (hereinafter, the "Representative"), the initial Representatives having been identified in accordance with **Annex I: Representatives**. Any restriction placed by either Party on its Representative's authority shall be notified to the other Party in writing in order to be effective. The Representatives may delegate their authority by notice in writing specifying the identity of the delegate and specifying the scope of authority so delegated.
- 6.3. *Changes in Personnel.* To the extent necessary to replace any Person among personnel or Representative of either Party engaged toward provision or receipt of the Service, the Party responsible for the appointment of such Person shall immediately arrange for replacement of the appointed Person by another Person of comparable competence. The costs of such replacement shall be borne by the Party responsible for the appointment, except that if the replacement is requested by the other Party,
- (a) such request shall be made in writing and state the reason for the request; and
  - (b) the Party making the request shall bear the costs of replacement, unless misconduct or inability to perform is satisfactorily established as the reason for the replacement.
- 6.4. *Supplemental Personnel.* To the extent necessity arises to supplement the personnel of the Service Provider engaged toward provision of the Service with additional personnel, the Service Provider shall immediately arrange for engagement of such supplemental personnel. The costs of such engagement shall be borne by the Service Provider. For the avoidance of any doubt, the engagement of supplemental personnel under this Clause 6.4(b) shall not require approval by the Principal, provided that this personnel complies with the Applicable Law, including the Public Procurement Law of the Republic of Latvia, and this Agreement.

## Section VII SERVICE MEETINGS, REPORTING AND RISK REDUCTION

- 7.1. *Service Meetings.* The Service Provider shall arrange project's communication's planning meetings on weekly, monthly and quarterly bases (or more frequently, to the extent mutually agreed by the Parties) as described in **Annex B: Technical Specification**, at which appropriate personnel of the Service Provider and the Principal and the Representatives of each Party shall be present. Service Provider shall record all meetings (also online meetings) between Parties and prepare meeting reports within 5 Working Days after each meeting. All meeting reports shall be harmonized by Principal.
- 7.2. *Reporting.* The Service Provider shall, in a format and at intervals to be agreed with the Principal:
- (a) provide the Principal with regular reports and status updates on the progress of the Works.
  - (b) report on any changes to the **Annex B: Technical Specification, Annex C: Schedule of Service**, which the Service Provider considers may be needed in order to fulfil the objectives set out in the **Annex B: Technical Specification and Annex C: Schedule of Service**;
  - (c) use reasonable endeavours to provide any other information and status updates as may be reasonably requested by the Principal at any time.

In order to avoid any doubt, any change to the above mentioned documentation can be made only pursuant to this Agreement, if agreed by both Parties, and, if the proposed changes are compliant with the Public Procurement Law of the Republic of Latvia.

- 7.3. *Early Warnings.* Each Party undertakes to give an early warning by notifying the other Party as soon as such Party becomes aware of any matter that is capable of producing any of the following effects:
- (a) delay any Service Milestone or date of supply of any Deliverable specified in accordance with **Annex B: Technical Specification**; or

- (b) impair the usefulness of the Service to the Service Provider.

Notwithstanding the above, the Service Provider may give an early warning by notifying the Principal of any other matter which the Service Provider deems to be necessary. The Principal shall enter each early warning into the Risk Register or another register in any form/document as decided by the Principal

- 7.4. *Risk Reduction Meetings.* Either Party may instruct the other Party to attend a risk reduction meeting at which appropriate personnel of each Party and, to the extent practicable, the Representatives of each Party, shall be present, in order for those who attend to co-operate with respect to any of following matters:
  - (a) making and considering proposals for how the effect of the risks registered with the Risk Register or identified at any stage can be avoided or reduced;
  - (b) deciding on the course of action which will be taken and which Party, in accordance with this Agreement, will take the relevant course of action; and
  - (c) deciding which risks have now been avoided or have passed and can be removed from the list of identified risks or from the Risk Register.
- 7.5. *Obligation to Act Pursuant to Principal's Comments.* The Service Provider shall have due regard to any comments expressed by the Principal in connection with any report or at any meeting and shall provide reasons to the Principal where it does not take into account any such comments or representations.
- 7.6. *Ambiguities and Inconsistencies.* Either Party shall notify the other Party as soon as it becomes aware of any ambiguity or inconsistency in or between the documents or information forming part of this Agreement or inconsistency in such documents, information and comments made by the Principal under Clause 7.3, 7.4, **Error! Reference source not found.**, 7.5 and 7.6. The Principal shall have the absolute and exclusive discretion in resolving any such ambiguity or inconsistency.

## Section VIII COMMENCEMENT OF SERVICE, REMEDY OF DEFECTS AND ACCEPTANCE

- 8.1 *Service Commencement.* The Service Provider shall not commence provision of the Service until Service Start Date as identified in accordance with **Annex C: Schedule of Service** and shall ensure that the Deliverables are furnished on or before due date set in **Annex B: Technical Specification, Annex C: Schedule of Service and Annex D: Service Provider's Proposal**. The Service Provider shall render the Service timely and with due diligence having due regard to any applicable due date and any other key dates for performance of the Service set out in the Agreement and the applicable Annexes, as may be amended from time to time with the consent of the Principal or in accordance with this Agreement and Public Procurement Law of the Republic of Latvia.
- 8.2 *Impediments and Delays.* If the Service, or any part thereof, is impeded or delayed by the Principal or any third party engaged by the Principal so as to increase the duration of the Service:
  - (a) the Service Provider shall inform the Principal of the circumstances and probable effects of such impediment or delay upon the agreed schedule of Service specified in accordance with **Annex C: Schedule of Service**; and
  - (b) the duration of the Service shall be amended, if possible.
- 8.3 *Defects and Defects Date.* Until the Defects Date specified in accordance with **Annex C: Schedule of Service** the Principal shall notify the Service Provider of each Defect of any kind as soon as Defect is identified by the Principal and the Service Provider shall have an obligation to notify the Principal of each Defect as soon as Defect is identified by the Service Provider. Upon discovering a Defect, or upon receipt by the Service Provider of a notification of Defect from the Principal, the Service Provider shall have immediately but no later as in one (1) day before the Global Forum and in two (2) hours during the Global Forum to remedy the Defects, irrespective of the nature of such Defects (the "Cure Period"). In the event of inability or failure by the Service Provider to remedy the Defect within the Cure Period, the Principal shall be entitled, at the sole and exclusive discretion of the Principal, to do any of the following:

- (a) allow the Service Provider an additional time period for remedying the Defect, such time period to be determined in the sole discretion of the Principal;
- (b) remedy the Defect at own cost of the Principal (including by means of relying on the services of a third Person) and demand reimbursement by the Service Provider of Costs incurred by the Principal as a result of having to pay other Persons toward carrying out any work or action;
- (c) terminate the Agreement according to *Section X TERMINATION AND SUSPENSION*; or
- (d) remedy the Defects, irrespective of the extent or nature of the Defects, in accordance with Clause 9.2 (b) and terminate the Agreement pursuant to *Section X TERMINATION AND SUSPENSION*.

For the avoidance of any doubt, the application of the Cure Period under this Clause 8.3 shall be without prejudice to and shall not relieve the Service Provider from the obligation to pay any contractual penalty in accordance with the provisions of Clause 11.211.2 or to pay Damages in accordance with the provisions of Clause 11.3 of this Agreement.

8.4 *Completion of Service and Completion Note.* Meeting of a Service Milestone or supply of a Deliverable occurs whenever the Service Provider has completed all of the Works which the Service Provider has undertaken to perform according to the **Annex B: Technical Specification** and **Annex C: Schedule of Service** by the relevant Service Milestone. On meeting a Service Milestone and/or producing a Deliverable (including all Documentation and information forming part of the Deliverable) constituting all or an identifiable part of the Service, the Service Provider shall issue to the Principal a Provisional Completion Note substantially in the form of **Annex F: Form of Provisional Completion Note** (the "Provisional Completion Note"). The Provisional Completion Note shall include the Deliverable and adequate supporting Documentation and information relevant to the Service Milestone attained and/or Deliverable completed. In the event no reasons for objection to the Delivery Acceptance Note exist, the Principal shall approve and sign it within reasonable time following receipt of the Delivery Acceptance Note. The Principal shall not unreasonably withhold or delay approval of a Delivery Acceptance Note. The date of the signing the Delivery Acceptance Note by the Principal shall constitute "Completion Date" with respect to this Clause 8.4.

8.5 *Objection Notice and Provisional Acceptance Note.* In the event the Principal objects to the issuance of a Provisional Acceptance Note, it shall give notice to the Service Provider setting out in reasonable detail any Defect or reason for the objection (the "Objection Notice") within reasonable time following receipt of the Provisional Completion Note. In the event no reasons for objection to the Provisional Completion Note exist, the Principal shall issue, within reasonable time following receipt of the Provisional Completion Note, a Provisional Acceptance Note in the form of **Annex G: Form of Provisional Acceptance Note** (the "Provisional Acceptance Note"). Subject to Clause 3.10 **Error! Reference source not found.** of this Agreement, the date of the Provisional Acceptance Note shall constitute "Completion Date" with respect to the relevant Service Milestone and/or Deliverable. The Principal shall not unreasonably withhold or delay issuance of a Provisional Acceptance Note. The Provisional Acceptance Note may have annexed to it a list of any outstanding Defects or deficiencies to be corrected by the Service Provider.

8.6 *Completion of Service Following Receipt of Objection Notice.* In the event of receipt by the Service Provider of an Objection Notice in accordance with Clause 8.5, the Service Provider shall:

- (a) take due account of all Defects, irrespective of their extent or nature, and other matters raised in the Objection Notice;
- (b) as soon as reasonably practicable but no later as mentioned in the Objection Notice and in the Agreement, correct such Defects and deficiencies, irrespective of their extent or nature, and complete the Works indicated in the Objection Notice so as to comply in all material respects with the requirements of this Agreement and Applicable Law; and
- (c) issue to the Principal a second Provisional Completion Note substantially in the form of **Annex F: Form of Provisional Completion Note** of this Agreement.

The second Provisional Completion Note issued in accordance with Clause 8.6 (c) shall include the Deliverable and adequate supporting Documentation and information relevant to the Service

Milestone attained and/or Deliverable completed. In the event no reasons for objection to the second Provisional Completion Note exist, the Principal shall, within reasonable time following receipt of the second Provisional Completion Note, issue a Provisional Acceptance Note in the form of **Annex G: Form of Provisional Acceptance Note** and, subject to the provisions of Clause 3.10 of this Agreement, the date of the Provisional Acceptance Note shall constitute "Completion Date" with respect to the relevant Service Milestone and/or Deliverable. In the event the Principal objects to the issuance of a Provisional Completion Note in accordance with this Clause 8.6, it shall give the second Objection Notice to the Service Provider in the previously mentioned order. For the avoidance of any doubt, the giving by the Principal of any Objection Notice under Clause 8.6 or second Objection Notice under this Clause 8.6 shall be without prejudice to and shall not relieve the Service Provider from the obligation to pay any contractual penalty in accordance with the provisions of Clause 11.2 or to pay Damages in accordance with the provisions Clause 11.3 of this Agreement.

- 8.7. *Final Acceptance.* Final acceptance of the Service shall occur upon remedying by the Service Provider of all Defects notified by the Principal to the Service Provider in accordance with Clause 8.38.3, irrespective of the extent or nature of such Defects. Final acceptance shall be evidenced by means of the Principal issuing and both Parties attaching their signatures to the Final Acceptance Note substantially in the form of **Annex H: Form of Final Acceptance Note** (the "Final Acceptance Note"). In the event the Principal objects to the issuance of the Final Acceptance Note, no later than on the Defects Date, the Principal shall give notice to the Service Provider setting out in reasonable detail all Defects which remain un-remedied, or reason(s) for refusal to issue the Final Acceptance Note. The date of the Final Acceptance Note shall constitute the "Final Acceptance Date" with respect to the Service. The Principal shall not unreasonably withhold or delay issuance of a Final Acceptance Note.

#### Section IX. INTELLECTUAL PROPERTY RIGHTS

- 9.1 *Proprietary Rights.* All Documentation forming part of the Deliverables developed under this Agreement is and shall become the property of the Principal at the moment of creation regardless of whether the Service or Deliverable is produced or finally accepted. It is acknowledged and agreed by the Parties that the Principal shall be permitted to reproduce the photos, drawings and schemes and distribute the prints in connection with the use or disposition of the Documentation without any approval of the Service Provider and without incurring obligation to pay any royalties or additional compensation whatsoever to the Service Provider.
- 9.2 *Intellectual Property in Documentation.* The Service Provider represents and warrants that it owns all Intellectual Property required for the purposes of completing its obligations under this Agreement and in all Documentation deliverable by or on behalf of the Service Provider under this Agreement and that, to the extent any Intellectual Property in any Documentation is not owned by the Service Provider, it has obtained all requisite consents from owner(s) of all Intellectual Property in the Documentation to fulfil all of the obligations undertaken by the Service Provider under this Agreement and has fully discharged all obligations with respect to payment of any royalties or fees.
- 9.3 *Transfer of Ownership to Principal.* The Principal shall acquire legal title to and ownership in the Intellectual Property in all Documentation deliverable to the Principal under this Agreement as of the moment of delivery by the Service Provider to the Principal of the Provisional Completion Note, together with the Deliverable and Documentation and information forming part of the Deliverable, in accordance with Clause 8.4 of this Agreement; provided, however, that the Principal has paid the Fee or other consideration payable under the terms of this Agreement with respect to the relevant part of the Service or Deliverable. For the avoidance of any doubt, such title and ownership shall confer upon the Principal, without limitation, each of the following:
- (a) the right to reproduce the Documentation and information, or any part thereof, and distribute copies of the Documentation and information or any part thereof;
  - (b) the right to modify, amend and supplement the Documentation and information, or any part thereof;
  - (c) the right to licence the Documentation and information, or any part thereof, for use by others; and

- (d) the right to transfer ownership in the Documentation and information, or any part thereof, to others.

9.4 *Grant of Limited License to Service Provider.* Upon acceptance by the Principal of any Deliverable and Documentation forming part of any Deliverable in accordance with Clause 8.5, 8.6 and 8.7 the Principal shall be deemed to have granted the Service Provider an irrevocable and exclusive licence to reproduce, modify and distribute copies of any Documentation forming part of any Deliverable for the purposes of the Service and the Project, subject to the following restrictions:

- (a) the license shall apply during the term of this Agreement only;
- (b) the permitted use shall only cover the right to reproduce, modify and distribute the Documentation and information, or any part thereof, for the purposes of performing, implementing or modifying the Service; and
- (c) the Documentation and information, or any part thereof, shall not, without the prior consent by the Principal, be distributed or communicated to any third party for purposes other than those permitted in accordance with this Clause 9.4.

The license in accordance with this Clause 9.4 shall be deemed to have been granted to the Service Provider as of the Completion Date.

9.5 *No Additional Royalty.* It is acknowledged and agreed by the Parties that consideration for the transfer of ownership in the Intellectual Property shall be forming part of the Fee and no additional royalty, fee or other consideration of any kind shall be payable by the Principal to the Service Provider or to any third party in consideration of the transfer of ownership in the Intellectual Property in any Documentation.

9.6 *No Infringement.* The Service Provider represents and warrants to the Principal that no Documentation and information deliverable to the Principal under the terms of this Agreement will infringe any existing Intellectual Property of any third party. In the event any of the representations or warranties contained in this Section IX. **INTELLECTUAL PROPERTY RIGHTS** prove to be untrue or inaccurate, the Service Provider undertakes, at its own cost and expense, to defend and settle any claim raised by any third party alleging infringement of Intellectual Property in the Documentation and information. The foregoing undertaking by the Service Provider shall apply subject to the following conditions:

- (a) the Principal shall notify the Service Provider, without undue delay, of any third-party claim alleging infringement of any Intellectual Property in any Documentation and information;
- (b) the Principal refrains from admitting liability under any third-party claim or acting on the account of such claim without prior approval by the Service Provider; and
- (c) the exclusive control over any legal proceeding or settlement related any third-party claim shall be exercised by the Service Provider; provided, however, that the Principal shall render the Service Provider all reasonable assistance toward such proceeding or settlement, at the cost and expense of the Service Provider.

9.7 *Infringement Proceedings.* In the event the Principal is a party to legal proceedings involving allegations of infringement of any Intellectual Property in the Documentation of any third party, the Service Provider shall keep the Principal fully informed of all aspects relevant to the legal proceedings and the Principal shall have the right, at its own cost, to be represented in the legal proceedings by separate counsel. In the event the Service Provider fails to act against claims alleging infringement of any Intellectual Property in the Documentation and information of any third party within reasonable time but, in any event, within twenty (20) days of having been notified of such claims, the Principal shall have the right to assume legal defence against claims alleging infringement of Intellectual Property and shall be entitled to reimbursement by the Service Provider of reasonable costs and expenses incurred toward such defence.

9.8 *Continued Use.* In the event a court of competent jurisdiction resolves in a binding judgment that the Documentation and information, or any part thereof, infringe Intellectual Property of any third party, the Service Provider shall, at its own cost and expense, procure for the Principal the right of continued



use of the Documentation and information, or part thereof infringing Intellectual Property of a third party.

- 9.9 *License in Intellectual Property of the Service Provider.* The Service Provider hereby grants the Principal an irrevocable and non-exclusive license to use, reproduce, modify and/or enhance any Intellectual Property of the Service Provider, provided and to the extent Intellectual Property of the Service Provider is used by the Principal for the purposes of the Railway and/or the Project. It is agreed and acknowledged by the Parties that the license fee for the grant of license in accordance with this Clause 9.9 forms part of the Fee and such license shall continue to be valid irrespective of expiration of this Agreement following completion of the Service or termination of this Agreement for any reason.
- 9.10 *Obligation to Procure Intellectual Property Rights.* Where the Service Provider is not the legal owner of any relevant Intellectual Property of the Service Provider, the Service Provider shall use reasonable endeavours to procure for the Principal the rights specified in accordance with Clause 9.8.
- 9.11 *Obligation to Indemnify with Respect to Uses Other Than for the Purpose.* The Principal shall defend and indemnify the Service Provider from and against any and all Damages and Costs arising from the use by the Principal of any Intellectual Property of the Service Provider other than for the purposes of the Railway and/or the Project.
- 9.12 *Indemnification by the Service Provider.* The Service Provider shall defend and indemnify the Principal from and against any and all Damages arising from the use by the Principal of any Intellectual Property of the Service Provider, to the extent use by the Principal is within the scope of the license granted to the Principal in accordance with Clause 9.9.
- 9.13 *Certain Rights of Service Provider.* The Service Provider shall have the right to include photographic or artistic representations of the design of the Project among the Service Provider's promotional and professional materials after obtaining prior written approval from the Principal. The Service Provider shall be given reasonable access to the completed Project to make such representations. However, the Service Provider's *materials* shall not include the Principal's confidential or proprietary information regardless of whether or not the Principal has previously advised the Service Provider in writing of the specific information considered by the Principal to be confidential or proprietary. These materials also shall not contain any information or data that shall be used in accordance to any conditions and requirements set forth by the Principal or other entity; in this case the Service Provider shall comply with such conditions and requirements.

## Section X TERMINATION AND SUSPENSION

- 10.1 *Termination for Material Breach or Bankruptcy.* Subject to the provisions of Clause 10.2, either Party shall be entitled to terminate this Agreement upon giving a written notice of termination to the other Party in the event of material breach by the other Party of any of its obligations under this Agreement. The written notice of termination shall contain an itemized description of the breach. For the purposes of this Clause 10.1 an event of material breach shall include any of the following:
- (a) commitment by a Party of any persistent or material breach of this Agreement (which shall include failure to pay an amount of at least EUR 5,000 due to the other Party or perform any part of the Service valued at least EUR 5,000);
  - (b) failure by the Service Provider to duly address any of the matters raised in the second Objection Notice given by the Principal in accordance with Clause 8.6;
  - (c) failure by any Deliverable to conform to any of the material requirements to such Deliverable contained in **Annex B: Technical Specification** and/or **Annex C: Schedule of Service**, provided that such failure is not capable of being remedied during the Cure Period, within the term specified in the Objection Notice or within the Corrective Period;
  - (d) failure by the Principal to make any payment to the Service Provider in accordance with this Agreement within at least fourteen (15) Working Days from the date of payment falling due;
  - (e) any of the representations or warranties given by either Party under Clause 5.1 or any of the representations or warranties given by the Service Provider under Clause 5.2 proving to be untrue; or

- (f) breach by the Service Provider of any of the representations or warranties contained in Clause 9.6 of the undertaking contained in Clause 9.10.

10.2. *Corrective Period.* In the event of breach: (i) by the Service Provider of its obligation under this Agreement, the Principal shall allow the Service Provider one (1) day (if it happens at least two (2) days before Global Forum) and one (1) hour if its happen later for corrective action or submission of a corrective action plan; (ii) by the Principal of its obligations under this Agreement, the Service Provider shall allow the Principal fourteen (14) days for corrective action or submission of a corrective action plan (the "Corrective Period"). The Corrective Period shall be counted from the date of receipt by the breaching Party of a written notice of breach. Should no satisfactory corrective action be taken, or acceptable corrective action plan provided by the breaching Party, the non-breaching Party shall have the right to terminate the Agreement. It is acknowledged and agreed by the Parties that the provisions of this Clause 10.2 shall not apply with respect to any of the events enumerated in accordance with Clause 10.6. In addition and for the avoidance of any doubt, the application of the Corrective Period under this Clause 10.2 shall be without prejudice to and shall not relieve either Party from the obligation to pay any contractual penalty in accordance with the provisions of Clause 11.2 or to pay Damages incurred by the other Party in accordance with the provisions of Clause 11.3 of this Agreement.

10.3. *Alteration Not Material Breach.* It is agreed and acknowledged by the Parties that, for the purposes of Clause 10.1, no Alteration agreed by the Parties shall constitute a "material breach", provided that such Alteration is objectively justified and indispensable to attain objectives of the Project, is carried out in accordance with applicable Public Procurement Law of the Republic of Latvia and relates to any of the following matters:

- (a) modification of the terms and conditions of this Agreement in a manner altering the terms and conditions set forth in documents forming part of the Procurement Procedure, provided that necessity of such modification is due to no fault of the Service Provider; or
- (b) substitution of a supplier or Approved Sub-Service Provider selected during the Procurement Procedure with another supplier or Sub-Service Provider in accordance with applicable Public Procurement Law of the Republic of Latvia.

10.4. *Right to Terminate Immediately.*

- (a) Notwithstanding anything to the contrary contained in this Agreement, a Party may terminate this Agreement immediately upon giving the other Party a written notice of termination explaining, in reasonable detail, the reason for termination upon occurrence of any of the following:
- (b) breach by the other Party of Clause 11.2;
- (c) an event of Force Majeure has been continuing during more than ten (10) days;
- (d) the other Party had passed a resolution for winding-up (other than in order to amalgamate or reconstruct);
- (e) breach by the Service Provider any of the confidentiality undertakings contained in Section XIII CONFIDENTIALITY;
- (f) the other Party is unable to pay its debts and has presented a petition for voluntary bankruptcy;
- (g) the other Party had a bankruptcy order issued against it;
- (h) liquidation, insolvency or legal protection proceedings have been initiated with respect to the other Party or the other Party is declared insolvent;
- (i) the occurrence of any event analogous to the events enumerated under Clauses 10.4 (e) – (g) under the law of any jurisdiction to which the other Party's assets and undertaking are subject.

10.5. *Principal's Right to Terminate Immediately.* The Principal may terminate this Agreement immediately upon giving the other Party a written notice of termination explaining, in reasonable detail, the reason for termination, if:

- (a) CEF Co-financing for further financing of the Service are not available to the Principal fully or partly;

In such a case, the Principal shall pay the Service Provider the fees in respect of the Service provided under this Agreement up to the date of the notification of the termination of this Agreement and the Principal is not obliged to pay contractual or any other penalty or damages to the Service Provider.

- (b) it is not possible to execute the Agreement due to the application of international or national sanctions, or European Union or North Atlantic Treaty Organization applied sanctions significantly affecting interests of financial or capital market.

10.6 *Termination according to Public Procurement Law.* The Agreement can be immediately terminated upon giving the other Party a written notice of termination explaining, in reasonable detail, the reason for termination upon occurrence of any of the provisions mentioned in the Article 64 of the Public Procurement Law. In such a case, the Principal shall pay the Service Provider the fees in respect of the Works and Service provided under this Agreement up to the date of the notification of the termination of this Agreement and the Principal is not obliged to pay contractual or any other penalty or damages to the Service Provider.

10.7 *Right to Advance to Completion.* In the event the Service Provider fails to fulfil any of its obligations, or fails to cure any breach in accordance with Clause 10.2, and the Agreement is terminated by the Principal, the Principal may advance the Service to completion by employing the services of other professional service supplier(s) or by other means available to the Principal. The Service Provider shall be liable to the Principal for any and all additional costs incurred due to failure by the Service Provider to perform. The rights and remedies available to the Principal set forth in accordance with this Clause 10.7 shall be in addition to any and all other rights and remedies available under Applicable Law. In such a case, the Principal shall not pay the Service Provider the fees in respect of the Works and Service provided under this Agreement up to the date of the notification of failing of fulfilment of any of the Service Provider obligations, or fails to cure any breach in accordance with Clause 10.2 of this Agreement

10.8 *Consequences of Termination.* Upon expiration or termination of this Agreement, the obligations of the Parties set forth in this Agreement shall cease, except with respect to the following:

- (a) any obligations arising as a result of any antecedent breach of this Agreement or any accrued rights; and
- (b) the provisions stipulated in accordance with Clauses 3.5, 3.6, 8.3, 10.9, 9.5, 9.6, 9.7, 9.8, 9.9, 9.11, 9.12, 11.1, 11.5, 11.3, 11.6, 11.7, 17.5, 17.8, 17.9 and *Section XIII. CONFIDENTIALITY, Section XIV. RIGHT TO AUDIT, Section XV. On-the-spot-visits and Section XVI. GOVERNING LAW AND RESOLUTION OF DISPUTES* which shall survive the termination or expiry of this Agreement and continue in full force and effect along with any other Clauses of or Annexes hereof which are necessary to give effect to the clauses specifically identified in this 10.810.7(b).

10.9 *Partial Acceptance.* Notwithstanding anything in this Agreement to the contrary including, without limitation, the provisions of Clauses 8.4, 8.5, 8.6 and 8.7 and in the event of termination of this Agreement, the Principal shall have the right, in the sole discretion of the Principal, to partially accept any Works, part of Works or any Service or part of the Service delivered to the Principal under this Agreement (the "Right of Partial Acceptance"). The Principal shall notify the Service Provider of its intention to exercise the Right of Partial Acceptance in the termination notice given in accordance with Clause 10.1 or Clause 10.4 of this Agreement, specifying, in reasonable detail, the Works, part of Works or part of the Service which the Principal would like to partially accept. In the event of receipt of such notice, the Service Provider shall reasonably cooperate with the Principal in order to ascertain transfer to the Principal of ownership in the result(s) of such Works, part of Works or part of the Service and determination of the amount of consideration payable by the Principal.

10.10 *Principal's Obligation to Pay.* Subject to the provisions of Clause 10.9 and except in the event of termination by the Principal occurring as a result of violation by the Service Provider of Clause 11.2, and/or termination by the Principal according to Clause 10.5 and/or 10.6 in the event this Agreement is terminated for any reason prior to completion of the Service, the Principal shall have an obligation to pay the Service Provider the following:

- (a) the Costs incurred by the Service Provider up to the date of termination; and

- (b) except where termination is due to negligence of the Service Provider, due to the application of international sanctions, breach by the Service Provider, insolvency of the Service Provider or a Force Majeure Event under *Section XII. FORCE MAJEURE*:
  - (i) an amount equal to the costs reasonably and properly incurred by the Service Provider as a result of or in connection with such termination; and
  - (ii) such additional amount as is required to put the Service Provider in the same after-tax position (taking into account the amount of any relief, allowance, deduction, set-off or credit relating to tax available to the Service Provider in respect of the payment received) as it would have been in if the payment had not been a taxable receipt in the hands of the Service Provider.

10.11 *No Obligation to Pay Costs Incurred Prior to Acceptance.* Notwithstanding anything set forth in this Agreement to the contrary including, without limitation, under Clause 10.9, the Principal shall have no obligation to pay any of the Costs incurred by the Service Provider with respect to any Works or the Service (or part of any Works or the Service) not deemed as having been accepted by the Principal in accordance with Clauses 8.4, 8.5, 8.6 and 8.7 of this Agreement.

10.12 *No Prejudice to Other Rights.* The right to terminate this Agreement shall be without prejudice to any other right of either Party which has accrued prior to or as a result of such termination or to any remedy available to either Party under the terms of this Agreement or in accordance with Applicable Law.

### Section XI. LIABILITY

11.1 *Liability of the Parties.* The Service Provider shall be liable to compensate Damages incurred by the Principal arising out of or in connection with this Agreement and pay contractual penalty set forth in accordance with Clause 11.2 if a breach of any of the obligations of the Service Provider under this Agreement is established against the Service Provider. The Principal shall be liable to pay the contractual penalty set forth in accordance with Clause 11.2 if a breach of payment obligations of the Principal under this Agreement is established against the Principal.

11.2 *Contractual Penalty.* In the event of failure by the Service Provider to meet any Service Milestone and/or supply any Deliverable, the Service Provider shall be liable to pay to the Principal a penalty of zero point five percent (0.5 %) of the amount of total the Fee payable under this Agreement with respect to the relevant Service period for each day of delay starting from the first delayed day with meeting any of the Service Milestones and/or supplying any of the Deliverables set forth in accordance with **Annex C: Schedule of**; provided, however, that the total amount of penalty payable by the Service Provider under this Clause 11.2 for the relevant Works and Service, as specified according to **Annex C: Schedule of Service** shall not exceed ten percent (10%) of the total amount of the Fee payable in consideration of such Works and Service. In the event of failure by the Principal to pay any amount in accordance with Clause 18.1, the Principal shall be liable to pay the Service Provider a penalty of zero point zero five percent (0.05) of the amount of the amount invoiced for each day of delay with meeting the payment obligation; provided, however, that the total amount of penalty payable by the Principal under this Clause 11.2 shall not exceed ten percent (10%) of the total amount remaining unpaid under the relevant invoice.

11.3 *Compensation for Damages.* Notwithstanding of and without prejudice to any contractual penalty payable in accordance with Clause 11.2 and subject to the provisions of Clause 11.511.4, in the event it is established that either Party is liable to the other Party with respect to any breach of its respective obligations under this Agreement, the liable Party shall compensate the other Party for any Damages incurred as a result of such breach, subject to the following terms:

- (a) the amount of compensation shall be limited to the amount of reasonably foreseeable Damages suffered as a result of the breach(es), but not otherwise; and
- (b) if either Party is considered to be liable jointly with third parties to the other, the proportion of compensation payable by the liable Party shall be limited to that proportion of liability which is attributable to the breach by the liable Party.

- 11.4 *Attribution of Damages.* Any Damages suffered by either Party shall, for the purposes of Clause 11.3, be reduced to the extent that the Damages are caused by or contributed to by the other Party's own negligence or breach of its obligations under this Agreement.
- 11.5 *Limitation of Liability.* Notwithstanding anything to the contrary set forth in this Agreement, in no circumstances shall the Service Provider or Principal be liable to one another for any loss of production, loss of profit, loss of revenue, loss of contract, liability incurred under other agreements (with the exception of costs paid by the Principal to Service Providers appointed by the Principal in relation to the Service or the Project) or any indirect or consequential loss arising out of or in connection with this Agreement. The Service Provider's total liability for the Works carried out under this Agreement shall in no circumstances exceed EUR 200 000,00 (two hundred thousand euros).
- 11.6 *Liability Cap.* Subject to the provisions of Clause 11.6, the maximum aggregate liability of each Party to the other Party for any reason arising under, or in connection with, this Agreement or the Project including but not limited to breach of the Agreement, or for breach of Applicable Law shall not exceed an amount equal to EUR 200 000,00. Notwithstanding the above limitation, where, in respect of the same event, a Party recovers any amount of money under an insurance policy, it shall immediately pay such amounts to the other Party. Each Party shall use reasonable endeavours to make such recovery under any insurance policy (which shall include an obligation to make and diligently pursue a claim but shall not include an obligation upon the Party to take legal action).
- 11.7 *Non-Applicability of Liability Cap.* The provisions of Clause 11.6 shall not apply to Damages incurred by either Party as a result of:
- (a) any liability in respect of death or personal injury resulting from a negligent act or omission or breach of statutory duty by the liable Party or any employee of the liable Party;
  - (b) the fraud, fraudulent misrepresentation, reckless misconduct or gross negligence of the liable Party or, in the case of the Service Provider, any Approved Sub-Contractor of the Service Provider; and/or
  - (c) infringement of any Intellectual Property of a third party.

## **Section XII. FORCE MAJEURE**

- 12.1 *Effects of Force Majeure.* Subject to the requirements set forth in accordance with Clauses 12.2 and 12.3, each Party shall be relieved from liability for non-performance of its obligations under this Agreement (other than any obligation to pay) to the extent that the Party is not able to perform such obligations due to a Force Majeure Event.
- 12.2 *Action on Becoming Aware of Force Majeure.* Each Party shall at all times, following the occurrence of a Force Majeure Event:
- (a) take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement, resume performance of its obligations affected by the Force Majeure Event as soon as practicable and use reasonable endeavours in accordance with Good Industry Practice to remedy its failure to perform; and
  - (b) not be relieved from liability under this Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under this Agreement due to any failure to comply with its obligations under Clause 12.1.
- 12.3 *Notification Requirements.* Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as reasonably practicable and in any event within one (1) Working Days of it becoming aware of the relevant Force Majeure Event. Such notification shall give sufficient details to identify the particular event claimed to be a Force Majeure Event and shall contain detailed information relating to the failure to perform (or delay in performing), including the date of occurrence of the Force Majeure Event, the effect of the Force Majeure Event on the ability of the affected Party to perform, the action being taken in accordance with Clause 12.2(a) and an estimate of the period of time required to overcome the Force Majeure Event. The affected Party shall provide the other Party with any further information it receives or becomes aware of which relates to the Force Majeure Event and provide an update on the estimate of the period of time required to overcome its effects.

- 12.4 *Notification of Resumed Performance.* The affected Party shall notify the other Party as soon as practicable once the performance of its affected obligations can be resumed (performance to continue on the terms existing immediately prior to the occurrence of the Force Majeure Event).
- 12.5 *Mitigation of Effects of Force Majeure.* As soon as practicable after the notification specified pursuant to Clause 12.3, the Parties shall use reasonable endeavours to agree appropriate terms or modifications to the Service to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.

### Section XIII. CONFIDENTIALITY

- 13.1 *Confidential Information.* "Confidential Information" means, in relation to the Principal, all information of a confidential nature relating to the Principal and its affiliates which is supplied by the Principal (whether before or after the date of this Agreement) to the Service Provider, either in writing, orally or in any other form and includes all analyses, compilations, notes, studies, computer files, memoranda and other documents and information which contain or otherwise reflect or are derived from such information, but excludes information which:
- (a) the Principal confirms in writing is not required to be treated as confidential; or
  - (b) the Service Provider can show that the Confidential Information was in its possession or known to it (by being in its use or being recorded in its files or computers or other recording media) prior to receipt from the Principal and was not previously acquired by the Service Provider from the Principal under an obligation of confidence; or
  - (c) was developed by or for the Service Provider at any time independently of this Agreement.
- 13.2 *Undertakings with Respect to Confidential Information.* Subject to Clauses 13.1 and 13.3, the Service Provider shall:
- (a) at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other Person; and
  - (b) procure that its affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any Person any Confidential Information except with the prior written consent of the Party to which such Confidential Information relates.
- 13.3 *Permitted Disclosure.* Notwithstanding anything to the contrary set forth in accordance with Clauses 13.1 and 13.2, the Service Provider shall, without the prior written consent of the Principal, be entitled to disclose Confidential Information:
- (a) that is reasonably required by the Service Provider in the performance of its obligations pursuant to this Agreement, including the disclosure of any Confidential Information to any employee, Service Provider, agent, officer, Sub-Service Provider (of any tier) or adviser to the extent necessary to enable the Service Provider to perform its obligations under this Agreement;
  - (b) to enable a determination to be made pursuant to *Section XVI Error! Reference source not found.*;
  - (c) to its lenders or their professional advisers, any rating agencies, or its insurance advisers but only to the extent reasonably necessary to enable a decision to be taken on the proposal;
  - (d) to the extent required by Applicable Law or pursuant to an order of any court of competent jurisdiction, any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;
  - (e) to register or record any Necessary Consents and to effect any property registration that may be required;
  - (f) in order to fulfil its license obligations or assist in the planning or execution of other maintenance, renewal or enhancement projects; or

- (g) to the extent Confidential Information has become available to the public other than as a result of any breach of an obligation of confidence; provided that any such disclosure is made in good faith.
- 13.4 *Obligation of Confidentiality Pertinent to Recipients of Confidential Information.* Whenever disclosure is permitted to be made pursuant to Clauses 13.3(a) or (c), the Service Provider shall require that the recipient of Confidential Information be subject to the same obligation of confidentiality as that contained in this Agreement.
- 13.5 *Certain Obligations on Termination of Agreement.* If this Agreement is terminated for whatsoever reason, the Service Provider shall have an obligation to do all of the following:
- (a) return to the Principal all of the Confidential Information then within the possession or control of the Service Provider; or
  - (b) destroy such Confidential Information using a secure and confidential method of destruction.
- 13.6 *No Press Release by Service Provider.* Save as required by Applicable Law, the Service Provider shall not issue any press release in relation to the matters contemplated under this Agreement without the prior written consent of the Principal (such consent not to be unreasonably withheld or delayed) as to both the content and the timing of the issue of the press release.
- 13.7 *Right to Publish.* For the avoidance of any doubt, the Principal and any of the Beneficiaries and Implementing Bodies shall have the right to publish any of the documents, information or data provided by the Service Provider to the Principal during provision of the Service.
- 13.8 *Remedies.* The Parties acknowledge and agree that a breach of the provisions of this *Section XIII. CONFIDENTIALITY* may cause the owner of Confidential Information to suffer irreparable Damages that could not be adequately remedied by an action at law. Accordingly, the Service Provider agrees that the owner of Confidential Information that is disclosed in breach of Clauses 13.2, 13.4 or 13.6 may be entitled to specific performance of those provisions to enjoin a breach or attempted breach thereof and to any other remedy, including, inter alia, damages and injunctive relief, awarded by a court of competent jurisdiction.

#### **Section XIV. RIGHT TO AUDIT**

- 14.1 *Right to Audit.* Notwithstanding anything to the contrary set forth in this Agreement including, the Principal itself, a reputable outside independent body or expert engaged and authorized by the Principal shall be entitled to inspect and/or audit the Service Provider to ensure compliance with the terms of this Agreement, including inspecting and/or auditing:
- (a) the performance of any aspect of the Service; and/or
  - (b) any documentation, including all payrolls, accounts of the Service Provider and/or other records used in or related to the performance of the Services.
- 14.2 *Obligation to Assist.* The Service Provider shall provide all reasonable assistance to the Principal or the independent body authorized by the Principal in carrying out any inspection or audit pursuant to this *Section XIV. RIGHT TO AUDIT*. The Principal shall be responsible for its own costs, or the costs incurred by the outside independent body designated by the Principal, incurred toward carrying out such inspection or audit, unless, in the case of any such audit, that audit reveals that the Service Provider is not compliant with the terms of this Agreement, in which case the Service Provider shall reimburse the Principal for all of its additional reasonable costs incurred, provided such non-compliance is material.
- 14.3 *Survival of Termination.* The rights and obligations of the Principal set forth in accordance with this *Section XIV. RIGHT TO AUDIT* shall survive expiration or termination of this Agreement for any reason and shall continue to apply during ten (10) years following expiration or termination of this Agreement for any reason whatsoever.

## Section XV. ON-THE-SPOT-VISITS

- 15.1 *Right to perform On-the-spot visits.* By submitting a written notice five (5) Working Days in advance, but at the same time reserving the right of an unannounced on-the-spot visit without an advance notice, the Principal may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out.
- 15.2 *Personnel involved.* On-the-spot visits may be carried out either directly by authorised staff or representatives of the Principal or by any other outside body or third party authorised to do so on behalf of the Principal. Information provided and collected in the framework of on-the-spot visits shall be treated on confidential basis. The Principal shall ensure that any authorised outside body or third party shall be bound by the same confidentiality obligations.
- 15.3 *Access to the information.* Service Provider shall provide to the performer of the on-the-spot visit or any other authorised outside body or third party 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 authorised outside body or third party for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party the copying of the information and documents, with due respect to the confidentiality obligation.
- 15.4 *OLAF checks and inspections.* By virtue of Council Regulation (Euratom, EC) No 2185/96 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 883/2013 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 European Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, OLAF findings may lead to criminal prosecution under national law.

## Section XVI. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 16.1 *Governing Law.* This Agreement shall be governed by and construed in accordance with law of the Republic of Latvia.
- 16.2 *Resolution by Amicable Means.* The Parties shall first attempt to settle any dispute, controversy or claim arising out of or relating to this Agreement through good faith debate, discussion, and negotiating prior to submitting them to mediation, arbitration, or other legal proceeding.
- 16.3 *Venue for Resolution of Disputes.* Should the Parties fail to agree by means of amicable negotiations within the time period of thirty (30) days from the date of serving of the respective written complaint to the other Party, the Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the Republic of Latvia. The Parties hereby represent and warrant that the English language is understandable for both Parties in accordance with Article 8(1)(a) of the Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents) and repealing Council Regulation (EC) No 1348/2000.

## Section XVII. MISCELLANEOUS PROVISIONS

- 17.1 *Capacity.* Each Party warrants to the other Party that it has full power to enter into and perform this Agreement, and the person signing this Agreement on its behalf has been duly authorized and empowered to enter into such agreement. Each Party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.
- 17.2 *Assignability.* The Service Provider shall not without the prior written consent of the Principal assign any of the rights or benefits from the Agreement, provided that the consent by the Principal shall not be unreasonably withheld or delayed. Neither Party shall assign any of the obligations under the Agreement without the prior written consent of the other Party; provided, however, that the Principal



shall be entitled, at any time, to assign any of the rights under this Agreement to any of the Beneficiaries or Implementing Bodies without consent of the Service Provider.

17.3 *Conflict of Interest, Corruption and Fraud.* Notwithstanding any penalties that may be enforced against the Service Provider under Applicable Law, or the laws of other jurisdiction(s), the Service Provider shall be deemed to have committed a breach under this Agreement and the Principal shall be entitled to terminate this Agreement immediately and without any regard to the provisions of Clause 3.16, if it is shown that the Service Provider is guilty of:

- (a) offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or
- (b) misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Principal, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

17.4 *Notices.* All notices and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be deemed given if delivered personally or by facsimile transmission (if receipt is confirmed by the facsimile operator of the recipient), or delivered by overnight courier service, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

- (a) to the Principal: .....  
.....  
.....
- (b) to the Service Provider: .....  
.....  
.....

17.5 *Changes in Address.* Either Party shall be entitled to change its address for purposes of the Clause o by notice to the other Party. A notice of a change of address shall be effective only upon receipt thereof.

17.6 *Damages Covered by Insurance.* To the extent Damages are covered by insurance, the Principal and the Service Provider waive all rights against each other and against the Service Providers, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance current as of the date of this Agreement.

17.7 *Relationship of the Parties.* The relationship between the Service Provider to the Principal under this Agreement is that of independent Service Providers. The Service Provider (or the Service Provider's Sub-Service Providers) is not an employee of the Principal, is not carrying out the regular business of the Principal and is not subject to the same employment regulations as are applicable to employees of the Principal. Each of the Parties shall be solely and entirely responsible for their own acts and the acts of their employees. No benefits, special considerations, or employer/employee-type provisions are provided by the Principal to the Service Provider, the Service Provider's employees, or the Service Provider's consultants, or the employees of such consultants.

17.8 *Severability.* If any provision of this Agreement shall be held to be illegal, invalid, void or unenforceable under Applicable Laws, the legality, validity and enforceability of the remainder of this Agreement shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected.

- 17.9 *Successors and Assigns.* The Principal and the Service Provider each bind themselves, their successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Neither Party shall assign or transfer its respective interest in the Agreement without written consent of the other Party.
- 17.10 *Waivers.* No waiver by either Party of any default by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default, irrespective of the character of such default. No failure or delay by either Party in exercising any of its rights, power or privileges under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by that Party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 17.11 *Amendments and Variations.* No amendment to or variation of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of both Parties. The Agreement can be amended in compliance with the provisions of Article 61 of the Public Procurement Law of the Republic of Latvia.
- 17.12 *Entire Agreement.* This Agreement, and the Annexes hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and extinguishes all and any prior drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 17.13 *Execution.* This Agreement may be executed in two counterparts to be held by each Party which counterparts, taken together, shall constitute one and the same instrument.

#### Section XVIII. FEE AND PAYMENT

- 18.1 *Fee.* In consideration of provision of the Service, the Service Provider is entitled to receive a Fee in the total amount set forth in accordance with **Annex C: Schedule of Service** which shall be split into separate instalments and be payable by the Principal to the Service Provider according to the schedule set forth in **Annex C: Schedule of Service**. It is acknowledged and agreed by the Parties that the Fee shall include all Costs and expenses incurred by the Service Provider and approved Sub-Contractors toward performing and successfully completing the Agreement. The Fee specified in accordance with this Clause excludes value added tax that will be charged at the rate applicable in accordance with Applicable Law at the time of invoicing.
- 18.2 *Invoicing.* According to **Annex C: Schedule of Service** and following each Completion Date and/or Final Acceptance Date, provided that the Principal has accepted/approved the particular Deliverable of the Service which the invoice related to, the Service Provider shall deliver to the Principal an invoice specifying the amount of the Fee payable and the period of time with respect to which the Fee is payable. In the event the Principal objects to payment of any amount claimed by the Service Provider in the invoice, notice in the form chosen by the Principal to this effect shall be given by the Principal to the Service Provider not later than five (5) days before the due date for payment under this Clause 18.2. This notice of objection shall state the amount to be withheld, the grounds for withholding the payment and the basis on which that amount is calculated. Unless such notice of objection is made by the Principal, the amount to be paid is that stated in the invoice which shall become due and payable in accordance with this Agreement. For the avoidance of any doubt, the Principal shall not be required to pay any amount under this Agreement with respect to any part of the Study that has not been accepted by the Principal in accordance with Clauses 8.4, 8.5, 8.6 and 8.7 of this Agreement.
- 18.3 *Payment.* Subject to the provisions of Clause 18.1, the Principal reserves the rights to make the payments to the Service Provider with set-off, retention, counterclaim, abatement or other deduction of any kind that arises from this Agreement and from the obligations of the Service Provider provided herein (i.e. in cases of accrued contractual penalty amounts, in case if the Principal haven't received residence certificate as stipulated in this Agreement, etc.). If the

Principal uses the right to make the payments to the Service Provider with set-off, retention, counterclaim, abatement or other deduction of any kind, then the Principal so notifies to the Service Provider no later than on the date of the respective payment stating the amount, the grounds and the basis on the Principal uses its right to set-off, retention, counterclaim, abatement or other deduction or other right. Invoices shall be paid within thirty (30) days after the date of issue of the invoice. For the avoidance of any doubt, the Principal shall not be required to pay any amount with respect to any invoice in the absence of a Provisional Completion Note duly signed by the Principal or, with respect to the final payment of the Fee to be effected under this Agreement, the Final Acceptance Note duly signed by the both Parties, taking into account that the Study shall be accepted by the Principal in accordance with Clauses 8.4, 8.4, 8.5 and o of this Agreement.

- 18.4 *Costs and Commissions.* Each Party shall bear its own costs, fees, commissions and expenses incurred in connection with the transfer of any funds under this Agreement to the other Party.
- 18.5 *Compliance with Tax Obligations in [COUNTRY].* It is acknowledged and agreed by the Parties that the Fee shall include all taxes and duties payable by the Service Provider in the consequence of provision of the Study, except value added tax (the "VAT"). The Service Provider shall, at the sole cost and expense of the Service Provider, comply with the obligation to pay all taxes and duties relevant to the provision of the Study in [COUNTRY] and in accordance with Applicable Law of [COUNTRY]. In addition, the Service Provider shall assume all risks associated with the payment or obligation to pay such taxes and duties, if any. The Service Provider assumes all risks associated with the possible increase in the amount of the Fee arising as a result of the obligation of having to pay any such taxes or duties.
- 18.6 *Invoice.* The Service Provider's invoices shall contain the following Service Provider's details and details about the Agreement:

Service Provider	[●]
Registration No	[●]
VAT payer's No or indication that the Service Provider is not a VAT payer	[●]
The Principal's VAT No	
Legal address (street, house, area, country, postcode)	[●]
Name of Bank (legal name)	[●]
Bank SWIFT Code	[●]
IBAN	[●]
	ded services according to the Service Agreement for Rail Baltica Railway No [●] (CEF Contract No INEA/CEF/TRAN/M[●]/[●]Activity No [●]), Contract Manager: [●]

The Service Provider shall send the invoice to the Principal electronically to the following e-mail address: [invoices@railbaltica.org](mailto:invoices@railbaltica.org). The Principal shall review the invoice to verify whether it contains all necessary requisites.

Signed by:

For and on behalf of the Principal:

For and on behalf of the Service Provider:

Signature:

.....

Signature:

.....

Name, ..... title: Name, ..... title:

Bank details:

Signature:

Name, ..... title:

Bank details:

### **Annex A: Definitions and common terms**

The following capitalized terms shall be ascribed the following meaning for the purposes of the Agreement:

- (a) "Agreement", this Agreement, together with all Annexes thereto.
- (b) "Alteration", any material change to the **Annex B: Technical Specification, Annex C: Schedule of Service** or Service Milestone which is not the result of the ordinary process of developing the scope and detail of the Project.
- (c) "Alteration Request", as defined in accordance with Clause 2.3 and 2.4 of the Agreement.
- (d) "Applicable Law" or "Law", any legislative act, regulation, decree, order, ordinance, statute, treaty, directive, judgment, or other legislative measure. For the avoidance of any doubt, these terms shall include any legislative act or directive relevant to public procurement.
- (e) "Approved Staff", any person or organization listed pursuant to

- (f) **Annex E: List of approved Sub-Contractors Service** Provider and Staff, which is in a contractual relationship with the Service Provider to provide a part of the Service.
- (g) "Approved Sub-Contractor", any person or organisation listed pursuant to

- (h) **Annex E: List of approved Sub-Contractors Service Provider and Staff**, which is in a contractual relationship with the Service Provider to provide a part of the Service.
- (i) "Completion Acceptance Note", as defined in accordance with Clause 8.4, as appropriate.
- (j) "Completion Date", as defined in accordance with Clause 8.5 and 8.6, as appropriate.
- (k) "Confidential Information", as defined in accordance with Clause 13.1 of the Agreement.
- (l) "Costs", direct costs reasonably incurred in relation to the Project. Specifically, the Cost shall include any of the following:
  - (i) costs of all materials and supplies forming part of the Service, including transportation and storage expenses (discounts for cash or prompt payments will not reduce these costs);
  - (ii) salaries for personnel in the direct employ of the Service Provider in the performance of the Service or relating to the Service;
  - (iii) salaries of the Service Provider's employees for the time that they spend in connection with the Service;
  - (iv) payments to Service Provider, Sub-Contractors for Works relating to the Service;
  - (v) costs of all employee benefits and taxes for items such as social security and other benefits for the labour and employees;
  - (vi) costs, including transportation and maintenance, of equipment and hand tools not owned by workmen employed by the Service Provider which are employed or consumed toward the Service;
  - (vii) payments for rental charges for machinery, equipment, facilities and tools used in connection with the Service, and payments for installations, repairs, replacements, dismantling, removal, lubrication, transportation and delivery of those rental items;
  - (viii) other transportation costs incurred in connection with the Service;
  - (ix) that portion attributable to this Agreement of premiums for insurance that is required by this Agreement (if applicable) or by law to be obtained or maintained by the Service Provider;
  - (x) sales, use, gross receipts or other taxes related to the Service, imposed by any governmental authority, to the extent that the Service Provider is responsible for such taxes;
    - (i) fees payable with respect to any Necessary Consents, permit fees, licenses or tests that the Service Provider is required to obtain or reasonably obtains to carry out the Service;
  - (xi) costs of long-distance telephone calls, telephone service at the site and postage relating to the Service;
    - (ii) costs associated with any Alteration as to which the Service Provider is entitled to payment hereunder;
  - (xii) costs of any data processing services used in connection with the performance of the Work required under this Agreement; and
  - (xiii) losses and expenses, not compensated by insurance, sustained by the Service Provider in connection with the Works under this Agreement (if applicable), provided they resulted from causes other than the fault or neglect of the Service Provider.
- (m) "Corrective Period", as defined in accordance with Clause 10.2.
- (n) "Cure Period", as defined in accordance with Clause 8.3.

- (o) "Damages", any cost, claim, damage, demand, loss, expense or liability incurred by the relevant Party or Person.
- (p) "Defect", is a part of the Service which is not in accordance with **Annex B: Technical Specification**, Applicable Law or Good Industry Practice.
- (q) "Defects Date", a date specified in accordance with **Annex C: Schedule of Service** by which the Principal or the Service Provider is obliged to notify about each Defect in the Service.
- (r) "Deliverable", any information, notes, material, drawings (including drawings in 3D model), records, computer files, documents and/or other information or items which the Service Provider is required to deliver to the Principal as part of the Service, as further specified pursuant to **Annex C: Schedule of Service**.
- (s) "Documentation", all records, correspondence, photos and computer files of the Service Provider, its employees, engineers, and consultants pertaining to the Project.
- (t) "Effective Date", as first above specified in the Preamble to this Agreement.
- (u) "EUR" and "euro", the official currency of the eurozone, officially known as the euro area.
- (v) "Fee", as specified in accordance with **Annex C: Schedule of Service**.
- (w) "Final Acceptance Date", as defined in accordance with Clause 8.7.
- (x) "Final Acceptance Note", as described in accordance with Clause 8.7.
- (y) "Force Majeure Event", any of the following events:
  - (i) an act of the public enemy or war (declared or undeclared), threat of war, revolution, riot, insurrection, civil commotion, demonstration or sabotage;
  - (ii) an act of vandalism or accidental damage or destruction of machinery, equipment, track or other infrastructure;
  - (iii) a natural disaster or phenomena, including extreme weather or environmental conditions (such as lightning, earthquake, hurricane, storm, fire, flood, drought or accumulation of snow or ice);
  - (iv) nuclear, chemical or biological contamination;
  - (v) pressure waves caused by devices travelling at supersonic speeds;
  - (vi) discovery of fossils, antiquities or unexploded bombs; and/or
  - (vii) strike, lockout or other industrial action other than involving the Service Provider or the Principal.
- (z) "Good Industry Practice", in relation to the performance of any activity to which this standard is applied, the exercise of that degree of skill, diligence, prudence and foresight as would reasonably be expected to be exercised by a properly qualified and competent person engaged in carrying out Works or services of a similar size, nature, scope, type and complexity, complying with Applicable Law, applicable Standards and published codes of practice.
- (aa) "Intellectual Property", all intellectual property rights in any part of the world in respect of any documentation or information provided by the Service Provider to the Principal, including any patent, patent application, trade mark, trade mark application, registered design, registered design application, utility model, trade name, discovery, invention, process, formula, specification, copyright (including all neighbouring rights, rights in computer software and database and topography rights), know how or unregistered design right.
- (bb) "Intellectual Property of the Service Provider", all Intellectual Property owned or licensed to the Service Provider with a right to sub-license.

- (cc) "Necessary Consents", all approvals, permissions, consents, licenses, certificates, registrations and authorizations (whether statutory or otherwise), which may be required from time to time for the purposes of carrying out the Project.
- (dd) "Mandatory Alteration", any Alteration necessitated by:
  - (i) any specific change in Law; and/or
  - (ii) any Change in Standards for safety reasons.
- (ee) "Objection Notice", as defined in accordance with Clause 8.5.
- (ff) "Party" and "Parties", the Principal and the Service Provider and include their respective successors in title, permitted assigns and permitted transferees.
- (gg) "Person" shall include any person, company, body corporate, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing.
- (hh) "Principal", the company RB Rail AS, as further specified in the Preamble of this Agreement, which employs the services of the Service Provider, and legal successors to the Service Provider and permitted assignees of the Service Provider.
- (ii) "Project", development of a 1435 mm standard gauge railway line in the Rail Baltica (RB) corridor through Estonia, Latvia and Lithuania aimed at eliminating the technical bottleneck due to the gauge differences (1,520 mm vs. the EU standard of 1,435 mm).
- (jj) "Provisional Acceptance Note", as defined in accordance with Clause 8.5.
- (kk) "Provisional Completion Note", as defined in accordance with Clause 8.5.
- (ll) "Railway", a new fast conventional double track electrified railway line according TSI INF P2-F1 criteria and European standard gauge (1435 mm) on the Route.
- (mm) "Representative", the person appointed by each Party in accordance with Clause 5.2 to manage the performance of any work or delivery of any service under this Agreement.
- (nn) "Residence Certificate", a certificate mentioned in Clause 5.2(j).
- (oo) "Right of Partial Acceptance", as defined in accordance with Clause 10.9.
- (pp) "Service Provider", the company [•], as further specified in the Preamble of this Agreement, which is employed by the Principal as an independent professional Service Provider to perform the Service, and legal successors to the Principal and permitted assignees of the Principal.
- (qq) "Standards", CEF Standards and Grant Agreement Standards;
- (rr) "Service" Services mentioned in the **Annex B: Technical Specification** and this Agreement.  
"Service Milestone", the date for delivery of one or more Deliverables, as set out in the **Annex B: Technical Specification**
- (ss) **Annex B: Technical Specification** and **Annex C: Schedule of Service**;
- (tt) "Study", any in-the-field/on-the-spot survey (intrusive or non-intrusive), inspection, examination or testing necessary to ensure any part of the Project.
- (uu) "Service Provider", the company [•], as further specified in the Preamble of this Agreement, which is employed by the Principal as an independent professional Service Provider to perform the Service, and legal successors to the Principal and permitted assignees of the Principal.
- (vv) "Service Provider's Software", the object code versions of any downloadable software owned by or duly licensed to the Service Provider solely for the purpose of accessing the Service, including but not limited to an agent, together with the updates, new releases or versions, modifications or enhancements, owned or licensed to and provided by the Service Provider to



the Principal pursuant to this Agreement, together with all pertinent Documentation and other instructions related to such software.

- (ww) "Service Start Date", as specified in accordance with **Annex B: Technical Specification** and **Annex C: Schedule of Service**.
- (xx) "VAT", value added tax;
- (yy) "Working Day", any day (other than Saturday or Sunday) on which banks in the Republic of Latvia are open for conduct of business.
- (zz) "Works", all incidental works, steps and actions performed by the Service Provider for the attainment of the objectives of the Service.

## Annex B: Technical Specification

### Technical Specification for the Organisation services for Rail Baltica Global Forum

April 3<sup>rd</sup> – 4<sup>th</sup>, 2019 Vilnius, Lithuania

The key annual two-day Rail Baltica event – the Global Forum – will be organised on 3<sup>rd</sup> – 4<sup>th</sup> April 2019 in Vilnius, Lithuania, to review the implementation of the Rail Baltica Global project from a national, regional and EU perspective. The Forum will provide an opportunity to discuss progress in the project with representatives of the Baltic states, Finland, Poland and European Commission as well as business community, media and academia. The Forum is organised by RB Rail AS, a joint venture of the three Baltic states, supported by the project's national implementing bodies – Rail Baltic Estonia, Eiropas Dzelzceļa līnijas and Rail Baltica Statyba. It is expected that around 500 participants from around 20 countries will attend each day of the event.

The subject of the tender: the organisation of a two-day international forum by providing the event venue, technical equipment (i.e. lighting, sound, staging, screens, projection, floral decoration, photographer and technical equipment of the simultaneous interpretation services, video streaming and catering services, security, the participants' registration, organisational script of the event and management of the technical forum organisation and testing) according to the specifications below.

RB Rail AS has a right to change the start and end time of the event without changing the total number of hours.

Visual material from the previous Rail Baltica Global Forum available here: <http://www.railbaltica.org/forum/>.

Draft agenda of the Rail Baltica Global Forum 2019 available upon request.

**Table No 1 "Event organisation and management services"**

No	Services
<b>1. Management of different services</b>	1.1. Organisation and management of the Rail Baltica Global Forum's venue, catering, video streaming, technical simultaneous interpretation, photograph services and floral composition for conference stage.
<b>2. Event venue preparation</b>	2.1. The coordination of the preparation works of the Rail Baltica Global Forum's venue before the event starts (in cooperation with the responsible persons of the venue and other technical partners). Checking of the Rail Baltica Global Forum premises' readiness for the event, including but not limited to layout of required furniture according to the plan prepared by the event organiser, checking of the location for catering and registration desks preparation (there should be electronic registration and check in system on spot) for both days.
	2.2. Preparation of the organisational script of the event (in cooperation with the partners).
	2.3. Organisational script execution and management, control and monitoring: the responsible persons monitor and control whether the ongoing events take place in a coherent way with a script, leads the process, coordinates the personnel involved and assistants. An effective system of communication between all parties should be ensured, for example, WhatsApp usage.

<b>3. Technical equipment and its control</b>	3.1. Preparation of the technical script, alignment and control (in cooperation with the technical partners and event organisers).
	3.2. Assembly/installation/testing of the technical equipment, control and supervision (in cooperation with the technical partners) on both Rail Baltica Global Forum's days.
	3.3. Control of the dismantling of the technical equipment, supervision of this process (in cooperation with the technical partners on both Rail Baltica Global Forum's days).
	3.4. Process coordination – testing of all systems on both Rail Baltica Global Forum's days.
<b>4. Receiving participants and speakers</b>	4.1. Registration – identification of the necessary number of staff and positions.
	4.2. Registration – selection of representational staff.
	4.3. Registration – staff briefing.
	4.4. Work on guest registration, inviting participants to take seats, microphone support, distribution of translation headphones if needed, coordination of speaker's seating, etc. for boths Rail Baltica Global Forum's days.
	4.5. Preparation of the staff working scheme for both Rail Baltica Global Forum's days.
	4.6. Establishment of a registration table workstation scheme.
	4.7. Registration desk arrangement and placement of materials during the Rail Baltica Global Forum from 8.30 a.m. to 6.30 p.m. on 3rd April and from 7.30 a.m. to 6.00 p.m. on 4th April. The responsible person coordinates the receiving of conference materials for distribution, arranging them, communicating with assistants, managing problem solving and control.
<b>5. Communication with speakers</b>	5.1. Preparation of speaker guidelines and collection of speaker presentations prior the event for technical testing and testing of the presentations, making and approving adjustments if needed.
	5.2. Speakers briefing to instructs on the organization of the event, presentations etc., introduces the stage, layout, technique (presentation remote control, control monitor, microphone, time report).
	5.3. Coordination of presentation updates and amendments during the event.
<b>6. Multimedia</b>	Access to the real-time conference Q&A app Sli.do: 1. Preparation of the account;
	2. Rental of the system;
	3. Training of its usage (including instructions for the event moderators);
	4. Technical integration of Sli.do into live video streaming and on the screens in the event hall. The Sli.do access needs to guarantee such functions as audience questions; unlimited polls; event analytics; moderate questions; event branding; create survey; multiple rooms; data export.

**Table No 2 “Venue”**

The Forum’s venue should be in Vilnius city centre or in other location within the capital, provided it has good public transport connection. It should have an experience for hosting multi-day international conferences for at least 500 guests, including ensuring the high standard for technical and hospitality services. The venue will be needed for full two days with extra time for setting up the conference rooms one day in advance.

No	Name of the item	Period to be used	Description of the technical needs	Number of days
<b>1.</b>	<b>Conference Hall</b>	3rd April, 4th April (including pre-installation on 2nd April)	Rental of 1 (one) room up to 500 (five hundred) persons; the room should allow to place a stage for lecterns for speakers and panel discussion, to have a place for setting working tables for sound/light and video projection services and if needed for 2 (two) translation booths for 2 (two) persons each, as well as max 3 video cameras. It should be ensured that all participants have clear view (it can be ensured with additional side screens for the last rows) of the stage and speakers.	2
<b>1.1.</b>		3rd April, 4th April	500 seats for conference participants.	2
<b>1.2.</b>		3rd April, 4th April	From 10 mb/s to 50 mb/s Wifi internet connection for participants and stable internet connection (from 20 mb/s to 50 mb/s) for video streaming needs.	2
<b>1.3.</b>		3rd April, 4th April	Stage for speakers and panel discussions big enough to settle 2 (two) lecterns and 6 (six) panellists’ chairs.	2
<b>1.4.</b>		3rd April, 4th April	6 (six) comfortable, representative panelists’ chairs and 3 (three) small coffee tables for glasses of water and hand microphones.	2
<b>1.5.</b>		3rd April, 4th April	2 (two) lecterns equipped with monitors (or laptops) for presentations, presentation remote controls and microphones.	2
<b>1.6.</b>		3rd April, 4th April	1 (one) 50” monitor on the stage for panellists to see the presentation.	2
<b>1.7.</b>		3rd April, 4th April	2 (two) monitors for speaking time regulation on stage.	2
<b>1.8.</b>		3rd April, 4th April	3 (three) large conference presentation screens attached to the wall (1 (one) for the presentation, 2 (two) for video streaming / Sli.do); necessary technical equipment to ensure video projections (projectors, PCs, etc.).	2
<b>1.9.</b>		3rd April, 4th April	6 (six) headset microphones and 5 (five) wireless hand microphones.	2
<b>1.10.</b>		3rd April, 4th April	1 (one) table for 6 (six) persons for the press conference with decorative table cover/table cloth (to cover the leg part), 6 (six) chairs.	2

1.11.		3rd April, 4th April	2 (two) built-in or removable translation booths for 2 (two) persons each to be placed in the conference venue.	2
1.12.		3rd April, 4th April	Conference lighting.	2
1.13.		3rd April, 4th April	HD quality sound system (including the sound system control panel).	2
1.14.		3rd April, 4th April	Technical assistant for video, audio and lighting systems.	2
2.	<b>Lobby</b>	3rd April, 4th April		2
2.1.		3rd April, 4th April	1 (one) 50" monitor on the stands or fixed on the wall for the event relevant information presentation at the lobby (including all needed hardware).	2
2.2.		3rd April, 4th April	7 (seven) tables and 4 (four) chairs for participant registration close to the main conference room.	2
3.	<b>Meeting room No 1</b>	3rd April, 4th April	Capacity for 10 (ten) persons.	2
3.1.		3rd April, 4th April	2 (two) tables, 10 (ten) chairs.	2
3.2.		3rd April, 4th April	From 10 mb/s to 50 mb/s Wifi internet connection for participants.	2
4.	<b>Meeting room No 2</b>	3rd April, 4th April	Capacity for 10 (ten) persons.	2
4.1.		3rd April, 4th April	2 (two) tables, 10 (ten) chairs.	2
4.2.		3rd April, 4th April	From 10 mb/s to 50 mb/s Wifi internet connection for participants.	2
5.	<b>Meeting room No 3</b>	3rd April, 4th April	Capacity for 70 (seventy) persons.	2
5.1.		3rd April	Tables and chairs for 50 (fifty) persons. 2 (two) hand microphones, screen, projector and lectern with laptop, 50 (fifty) still water bottles 0,33 ml and 50 (fifty) glasses.	1
5.2.		4th April	6 (six) comfortable, representative panelists' chairs and 3 (three) small coffee tables for glasses of water and hand microphones. From 10 mb/s to 50 mb/s Wifi internet connection for participants and stable internet connection for video streaming needs. 1 (one) lectern equipped with monitors (or laptops) for presentations, presentation remote controls and 6 (six) microphones. High quality sound system (including the sound system control panel). 1 (one) large (depending on the size of the room) conference presentation screen attached to the wall.	1
6.	<b>Space for the exhibition stand / suppliers'</b>	3rd April, 4th April	Very close proximity to the Conference hall, size at least 300 m2, to be used for exhibition on 3rd April and for suppliers' stands on the 4th April.	2

	<b>meeting room</b>			
<b>6.1.</b>		4th April	40 (forty) tables, each for 2 (two) seated persons; 80 (eighty) chairs.	1
<b>6.2.</b>		4th April	From 10 mb/s to 50 mb/s Wifi internet connection for participants.	1
<b>7.</b>	<b>Room for organisers</b>	3rd April, 4th April	For up to 15 (fifteen) persons.	2
<b>7.1.</b>		3rd April, 4th April	2 (two) tables, 10 (ten) chairs.	2
<b>7.2.</b>		3rd April, 4th April	Wifi internet connection for participants.	2
<b>8.</b>	<b>Area for catering</b>	3rd April, 4th April	For up to 500 (five hundred) persons coffee break and lunch tables should be arranged close to the Conference hall.	2
<b>9.</b>	<b>Cloakroom services</b>	3rd April (7.00 a.m.- 7.00 p.m.), 4th April (7.00 a.m.- 5.00 p.m.)	Supervised. To serve around 500 persons.	2
<b>10.</b>	<b>Security services</b>	3rd April (7.00 a.m.- 7.00 p.m.), 4th April (7.00 a.m.- 5.00 p.m.)	Conference security.	2
<b>11.</b>	<b>Water bottles and glasses</b>	3rd April, 4th April	100 (one hundred) glass bottles of still water 0.33 ml and 50 glasses for the Rail Baltica Global Forum's speakers and for both meeting rooms; exchange service.	2

**Table No 3 "Catering"**

During the event two lunches and six coffee breaks should be served on 3<sup>rd</sup>-4<sup>th</sup> April at the main venue of the event. The expected number of persons – 500 each day. The catering services include: food, beverages, serving tables with tablecloths, tableware, napkins.

No	Name of the event	Date of the event	Number of events	Needed services	Number of served persons*
<b>1.</b>	Lunch	3rd April	1	1 (one) warm buffet type meal with served coffee up to 15,00 EUR per person.	500
<b>2.</b>	Coffe break	3rd April	3	Catering for 3 (three) coffee breaks up to 5,00 EUR per person per coffee break (includes – coffee, tea, sugar, milk, natural water with regreshing taste, cookies, seasonal fruits).	500
<b>3.</b>	Lunch	4th April	1	1 (one) warm buffet type meal with served coffee up to 15,00 EUR per person.	500

4.	Coffee break	4th April	3	Catering for 3 (three) coffee breaks up to 5,00 EUR per person per coffee break (includes – coffee, tea, sugar, milk, natural water with refreshing taste, cookies, seasonal fruits).	500
5.	Organisation of catering and serving	3rd April 4th April	8	Human resources, administrative expenses, all needed equipment to ensure catering services (tables, tablecloth, napkins, tableware, etc.).	500

*\* The amount is based on the estimated number of the participants and will be used only to compare the proposals. This number is not binding to the Contracting Authority. The certain number of participants will be known according to the terms of conditions of the Draft Contract.*

#### **4. Technical equipment of simultaneous translation and its servicing (interpretation services are not required).**

During the Rail Baltica Global Forum there might be the need for the simultaneous translation from two national languages to English and vice versa. Therefore, technical equipment of simultaneous translation and its servicing will be needed from 9.00 a.m. to 6.00 p.m. on 3<sup>rd</sup> April. There will be 2 (two) interpreters working in 1 (one) translation booth, in total 4 (four) persons. The provider should assemble and dismantle the technical equipment before and after the official program of the event. Each working place of interpreter should be supplied with:

1. 1 (one) control panel with relay control and switching outgoing channels;
2. 3 (three) intermediate language settings;
3. microphone;
4. headsets according to the number of jobs (AKG K10 or equivalent, providing: frequency range 125Hz to 12.5kHz, weight not more than 100g, lead length 1.50m, head pressure – no more than 2.5N). If the headset has a padding, it must be removable;
5. table lamp with adjustable height for each interpreter.

The Contractor shall provide a translation system for transmission of digital audio signals in the range of infrared (ICS) range (Bosch Integrus or analogue): a translation audio channel broadcast system conforming to IEC 61603 part 7 shall be installed at the venue. The amount of audio channels to be transmitted in 3 (three) working languages. The transmitter, as well as the number and spacing of the emitters, should provide a high quality infrared light throughout the conference room. The location of the specific emitters and the number of emitters should be coordinated and specified at the venue of the venue during the construction of the contact system.

The Contractor shall provide a translation system with the following technical specification:

1. Compliance with standards:
  - 1.1. IEC61603-7 or equivalent, which includes: infrared wavelength digital format, transmitting frequency response from 2 Mhz to 6Mhz;
2. Number of audio channels to be broadcasted:
  - 2.1. 3 (three) working languages (to be determined);
3. Translation signal receivers and headphones (500 pcs):
  - 3.1. Perceived audio channels (language selection) – 3 (three) working languages;
    - h. Frequency response – 20Hz to 20kHz;

- i. Sound output lever – 450 mV / 32 Ω;
- j. Signal to noise ratio (SNR) < 80 dB (A);
- k. Duration with 1 (one) charge / battery back – no less than 24 hours;
- l. Weight (without batteries and headphones) not more than 80g;
- m. Headphone cable – no shorter than 1.3m with 3.5mm “jack” type plug;
- n. Headphone weight – no more than 70g.

The number of infrared emitters should ensure high quality coverage of the event venue with the infrared field in all audio channel ranges. Audio channel to capture disturbances are not allowed due to the poor coverage of the infrared signal – holding receivers in high-raised hands, targeting only the emitter, etc.

Transmission audio channel receivers with three working languages and headphones (both 500 pieces) should be given to the event’s visitors or placed on their chairs. Transmission audio channel receivers should be able to connect induction loops for hearing impaired people using T-coil type hearing aids.

Number of induction loops – 10 pieces.

The performer provides synchronous transponder receivers and headphones for conference speakers (headphones are left on one ear) – 6 pieces. The synchronous translation system should allow for separation of the translation channels for the live broadcasting of the conference on the internet (separated interpreter signal).

## **5. Video filming, streaming, video recording and editing service**

To reach wider community interested in the Rail Baltica the working sessions will be video streamlined on [www.railbaltica.org/forum](http://www.railbaltica.org/forum) on 3<sup>rd</sup> and 4<sup>th</sup> April.

Therefore, it is expected that provider will supply the following:

1. Will establish and provide video streaming and archiving access services at the above-mentioned event and dates. Services must be provided on from 9.00 a.m. to 6.00 p.m. on April 3, 2019 and from 8.30 a.m. to 6.00 p.m. on April 4, 2019;
2. Prior to the beginning of the event, at the time specified by the Client, will deliver and install the video recording and live broadcasting solution hardware at the place of the event and at the end of the second day will dismantle the equipment;
3. Will provide the hardware testing, together with other service providers of the event, at the time specified by the Client;
4. During the live stream, will provide both the presentation of the event (up to 3 screens) and the visibility of the speakers in the live video broadcast;
5. Will provide 3 cameras with physical operators and at least 1 automatically controlled camera (PTZ);
6. Each camera operator must provide a podium that is visually appealing with carpet and fabric drapes;
7. Will provide intercoms between all operators, as well as communications equipment (radios, headphones) between the other technical staff. Performer during live broadcasting, in the live video broadcast, will provide a presentation of the event, the speaker’s name, surname, position, the visual identity of the event, the insertion of information about the interactive communication tool Sli.do, etc. as required;
8. Must ensure the placing of images prepared by the Customer in the internet application and display at a time when live streaming is not available (e.g., coffee breaks and lunch breaks, or until the beginning of the following day);
9. Will ensure the availability of live video recording using the embed code within 5 minutes of the end of the live broadcast;



10. Will ensure the maintenance and availability of live video recordings at any time via the HTTP protocol;

11. Will ensure that live broadcast of the event can be viewed on computers, tablets and smartphones with Microsoft Tablet PCs, BlackBerry Tablet OSs, Android 4.0.x; iOS 4.2.x or later. An executor will provide an internet application (iframe) that automatically recognizes the visitor's technical capabilities – equipment, operating system, browser, and live streaming using HTML5 or Flash, or RTSP technology and adapts the resolution parameters;

12. For the live stream, the performer will ensure the creation of one stream H.264, 4.1 for up to 1080p 30 FPS, AAC 48 kb/s;

13. Will provide video for live broadcasting with at least 1000 simultaneous connections;

15. Will ensure the editing of all video materials to provide separate records of presentations of each speaker or panel discussion (up to 34 units) and forward to the Customer for placement on the website until the end of the working day of April 17<sup>th</sup>. The English should be used for the sound track.

## **6. Photographer services**

To ensure the Rail Baltica Global Forum's publicity the photographer services will be purchased for the events of 3<sup>rd</sup> and 4<sup>th</sup> April. The selected photographer is expected to have extensive experience in covering large events and creative approach. The photographer will be expected to work from 10.00 a.m. to 5.00 p.m. (7 hours) on 3<sup>rd</sup> April and from 8.30 a.m. to 6.00 p.m. (10.5 hours) on 4<sup>th</sup> April. The photographer will have to take photos of the event on both days to reflect its program: the presentations, speeches of the spokespersons, general reportage, general reportage photos of the event and image photos of the Rail Baltica Global Forum. The provider should be able to ensure accessibility of some of the photos, for example during the coffee breaks so that the Contracting authority can send the images to media and to use them for social media and website communication. As a result, the Contracting authority should receive 500 selected and edited photos from both days by 19<sup>th</sup> April, 2019.

## **7. Floristry services**

There will be need of a floral composition on the stage of the main Conference hall from 3<sup>rd</sup> to 4<sup>th</sup> April. The design, type and colours of flowers of the composition should be agreed with the Contracting authority after the staging plan is prepared. The provider should ensure delivery of the floral composition before the start of the official program of the Rail Baltica Global Forum. It should be made in a way that it can sustain two full working days.

## Annex C: Schedule of Service

1. **"Fee"** a Fee in the amount of EUR [AMOUNT]  
and  
Value added tax (hereinafter – VAT), which on the date of conclusion of this Agreement is 21%, i.e., EUR [AMOUNT]
2. Service Start Date: as set in **Annex B: Technical Specification**. RB Rail AS has a right to change the start and end time of the event without changing the total number of hours.
3. Schedule of payment of Fee: after delivery of the following Deliverables and acceptance by signing of the Final Acceptance Note for providing all following Services according to this Agreement and all Annexes, the Principal shall pay total amount of the Fee:
  - 3.1. Organisation and management of the Rail Baltica Global Forum's venue, catering, video streaming, technical simultaneous interpretation, photograph services and floral composition for conference stage according to **Annex B: Technical Specification and Annex D: Service Providers Proposal**.
4. Defects Date: fourteen (14) days after submission of particular Deliverable.
5. The Principal will accept all reports as describe in Clauses 8.4 and 8.7 only if they will be provided fully in good and enough quality and covers full scope defined in **Annex B: Technical Specification**.

**Annex D: Service Provider's Proposal**

[INSERT SERVICE PROVIDER'S PROPOSAL]

**Annex E: List of approved Sub-Contractors Service Provider and Staff**

[A LIST OF ALL SUB-SERVICE PROVIDERS, STAFF AND/OR SUPPLIERS THE SERVICE PROVIDER ANTICIPATES TO ENGAGE TOWARD PROVISION OF THE SERVICE. PLEASE INDICATE NAME, CONTACT DETAILS AND LEGAL REPRESENTATIVE(S) OF EACH SUB-SERVICE PROVIDER AND STAFF]

## Annex F: Form of Provisional Completion Note

No [INSERT NUMBER]

Date: [INSERT DATE IN THE FORM OF 1 January 2019]

Location: [INSERT LOCATION]

For:

RB Rail AS

registration number 40103845025 legal address K. Valdemāra iela 8-7, Riga LV-1010, Latvia  
(hereinafter, the "Principal")

This provisional completion note (the "Provisional Completion Note") is issued to the Principal by [•][INSERT NAME, REGISTRATION NUMBER, INSERT LEGAL ADDRESS] (the "Service Provider"), represented by [INSERT NAME OF REPRESENTATIVE ON THE BASIS OF INSERT BASIS OF REPRESENTATION].

In this Provisional Completion Note, unless the context requires otherwise, all Definitions shall have the meaning ascribed to such terms in accordance with the [INSERT AGREEMENT DATE IN THE FORM OF STUDY AGREEMENT NO INSERT AGREEMENT NUMBER] (the "Agreement") and **Annex A: Definitions and common terms of the Agreement**.

Whereas:

(A) the Principal and the Service Provider have entered into the Agreement;

(B) Clause 8.5 of the Agreement stipulates that upon meeting a Service Milestone or producing a Deliverable constituting all or an identifiable part of the

(C) **Annex B: Technical Specification**, the Service Provider shall issue to the Principal a Provisional Completion Note substantially in the form of **Annex F: Form of Provisional Completion Note** of the Agreement;

(D) a Service Milestone has been met or a Deliverable has been completed. [PLEASE SPECIFY ONE OR BOTH AS BELOW].

The following Service Milestone(s) has/have been met on [INSERT DATE IN THE FORM OF 1 JANUARY 2018], as specified in accordance with **Annex C: Schedule of Service** of the Agreement:

[DESCRIBE IN REASONABLE DETAIL THE SERVICE MILESTONE ATTAINED. INSERT N/A, IF NO SERVICE MILESTONE HAS BEEN ATTAINED]

The following Deliverable(s) has/have been completed on [INSERT DATE IN THE FORM OF 1 JANUARY 2018] and are attached to this Provisional Completion Note:

[INSERT NAME OF THE DELIVERABLE. INSERT N/A, IF NO DELIVERABLES HAVE BEEN COMPLETED]

As stipulated in Clause 8.6 of the Agreement, in the event the Principal objects to the issue of the Provisional Completion Note, the Principal shall give a written notice to the Service Provider setting out in reasonable detail Defects or reasons for the objection (the "Objection Notice") within fourteen (14) days following receipt of the Provisional Completion Note.

In the event of conflict between the text in this Provisional Completion Note and the Agreement, the Agreement shall take precedence.

Signature:

[INSERT NAME, SURNAME

INSERT POSITION

INSERT COMPANY NAME]

## Annex G: Form of Provisional Acceptance Note

No [INSERT NUMBER]

Date: [INSERT DATE IN THE FORM OF 1 January 2018]

Location: [INSERT LOCATION]

For: [•] (the "Service Provider")

This Provisional Acceptance Note (the "Provisional Acceptance Note") is issued to the Service Provider by RB Rail AS, registration number 40103845025, legal address K. Valdemāra iela 8-7, Rīga, LV-1010 (the "Principal"), represented by [INSERT NAME OF REPRESENTATIVE ON THE BASIS OF INSERT BASIS OF REPRESENTATION].

In this Provisional Acceptance Note, unless the context requires otherwise, all Definitions shall have the meaning ascribed to such terms in accordance with the [INSERT AGREEMENT DATE] Agreement on [INSERT AGREEMENT NAME] No [INSERT AGREEMENT NUMBER] (the "Agreement") and **Annex A: Definition and common terms** of the Agreement.

Whereas:

- (A) the Principal and the Service Provider have entered into the Agreement;
- (B) the following Service Milestone(s) has been met and the following Deliverable(s) have been supplied to the Principal:
  - (i) [PLEASE IDENTIFY MILESTONE]
  - (ii) [PLEASE IDENTIFY DELIVERABLE]
- (C) any and all Defects have been averted or no Objection Notices have been issued;
- (D) as stipulated by Clause 8.5 of the Agreement, in the event no reasons for objection to the Provisional Completion Note exist, the Principal shall issue, within reasonable time following receipt of the Provisional Completion Note, a provisional acceptance note in the form of **Annex G: Form of Provisional Acceptance Note** (the "Provisional Acceptance Note").

The Principal is satisfied with the result of any and all achieved Service Milestones and/or Deliverables completed and submitted and, in accordance with Clause 8.6 of the Agreement, the Principal accepts the part of the Service performed as of the date of this Provisional Acceptance Note.

In the event of conflict between the text in this Provisional Acceptance Note and the Agreement, the Agreement shall take precedence.

Signatures:

[INSERT NAME, SURNAME

INSERT POSITION

INSERT COMPANY NAME]

## Annex H: Form of Final Acceptance Note

No [INSERT NUMBER]

Date: [INSERT DATE IN THE FORM OF 1 January 2018]

Location: [INSERT LOCATION]

For: [•] (the "Service Provider")

This Final Acceptance Note (the "Final Acceptance Note") is issued to the Service Provider by RB Rail AS, registration number 40103845025, legal address K. Valdemāra iela 8-7, Riga, LV-1010 (the "Principal"), represented by [INSERT NAME OF REPRESENTATIVE ON THE BASIS OF INSERT BASIS OF REPRESENTATION].

In this Final Acceptance Note, unless the context requires otherwise, all Definitions shall have the meaning ascribed to such terms in accordance with the Agreement on [INSERT NAME] No [INSERT AGREEMENT NUMBER] dated [INSERT DATE] (the "Agreement") and **Annex A: Definition and common terms** of the Agreement.

Whereas:

- (A) the Principal and the Service Provider have entered into the Agreement;
- (B) one or more Service Milestones have been met and/or Deliverables have been completed;
- (C) any and all Defects have been averted or no Objection Notices have been issued;
- (D) as stipulated by Clause 8.7 of the Agreement, final acceptance shall be evidenced by means of the Principal issuing and both Parties attaching their signature to the Final Acceptance Note substantially in the form of **Annex H: Form of Final Acceptance Note** (the "Final Acceptance Note");

The Principal is satisfied with the result of the Service and/or all Deliverables completed and submitted, and the Principal accepts the Service in its entirety.

The Service Provider and the Principal confirm at the moment of signing this Final Acceptance Note that they do not have any material or other claims in connection with the Agreement (incl. but not limited to additional claims for Fee, contracting penalties, travel expenses, claims related to intellectual property, etc.).

In the event of conflict between the text in this Final Acceptance Note and the Agreement, the Agreement shall take precedence.

Signatures:

[INSERT NAME, SURNAME

INSERT POSITION]

Principal

**Annex I: Representatives**

[SPECIFY REPRESENTATIVES]



**Annex J: Key personnel**

[LIST ACCORDING TO THE SERVICE PROVIDER'S PROPOSAL]

## Annex K: Declaration of Service Provider

I, the undersigned duly authorised representative, on behalf of [*NAME OF THE SERVICE PROVIDER*] 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 Service Provider or an undertaking related to the Service Provider 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-Service Provider may have a direct or indirect interest of any kind in the Service Provider's business or any kind of economic ties with the Service Provider;
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 Service Providers' 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 Service Provider which participated in a procurement procedure or restrictions with similar effect applies;
18. To promote the adoption of the principles set forth in this Service Provider's Declaration by my potential business partners and promote the implementation of the principles set forth in this document towards own Service Providers;
19. Not procure goods, works and services from other Service Providers:
  - a. Who, or its member of the Management Board or the Supervisory Board or procurator of such Service Provider, or a person having the right to represent such Service Provider 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:
    - i. bribetaking, bribery, bribe misappropriation, intermediation in bribery, taking of prohibited benefit or commercial bribing;
    - ii. fraud, misappropriation or laundering;
    - iii. evading payment of taxes and payments equivalent thereto,
    - iv. terrorism, financing of terrorism, invitation to terrorism, terrorism threats or recruiting and training of a person for performance of terror acts;
  - b. 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:

- i. 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;
- ii. 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;
- c. 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;
- d. 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 Service Provider to participate in the tender), economic activity of such Service Provider has been suspended or discontinued, proceedings regarding bankruptcy of such Service Provider have been initiated or such Service Provider will be liquidated;
- e. who has tax debts in the country where the procurement is organised or a country where such Service Provider 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.

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[SIGNATURE] [NAME, LAST NAME] [POSITION] [DATE]