

Rīga, 27 February 2019
No. 6.1/2019- 131

SNCF Réseau
6, avenue François MITTERRAND,
93574, La Plaine Saint-Denis Cedex, France
e-mail: frank.meyer@reseau.sncf.fr

***Cover letter with RB Rail AS specific conditions
to countersigning of SNCF Réseau proposal in the RB Rail AS
procurement "Electromagnetic compatibility evaluation", identification No. RBR 2019/1***

We kindly inform you that RB Rail AS accept to enter into contract by countersigning SNCF Réseau proposal dated 14 January 2019 (hereinafter – Proposal) in the RB Rail AS procurement "Electromagnetic compatibility evaluation", identification No. RBR 2019/1, but with these specific RB Rail AS conditions regarding to and additionally to general terms and conditions (hereinafter – GTC) included in the Proposal:

- 1) Documents exchanged by the parties shall be in English, not French;
- 2) Fee shall include all costs, taxes and expenses incurred by the Réseau (and Approved Sub-Contractors) toward performing the services, excluding VAT;
- 3) Limit of liability of SNCF Réseau is in amount of 100% of Fee;
- 4) Any changes to the service (and GTC) can be made only in accordance with the Public Procurement Law of the Republic of Latvia;
- 5) Contracting authority is named "RB Rail AS" and the service is performed in purpose of the project "Rail Baltica railway";
- 6) SNCF Réseau represents and warrants that the income mentioned in the Proposal will not derive through permanent establishment or fixed base maintained by SNCF Réseau in the Republic of Latvia. SNCF Réseau agrees to submit to RB Rail AS 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 France" (the "Residence Certificate") confirmed by Competent Authority of the France and the Latvian State Revenue Service. The Residence Certificate shall be submitted to RB Rail AS prior the RB Rail AS will due to make a payment of the fee or other payments to SNCF Réseau. Otherwise RB Rail AS will withhold withholding tax at the rate of 20% from the Fee and payments made to SNCF Réseau. RB Rail AS is entitled to make any deductions from the payments due to SNCF Réseau if SNCF Réseau doesn't comply with this provision.

Additionally, we inform you that:

- 1) Innovation and Networks Executive Agency (INEA) requirements regarding RB Rail AS rights to on spot visits and audit performance also shall be followed:
 - a. A reputable outside independent body or expert engaged and authorized by RB Rail AS shall be entitled during ten (10) years following expiration or termination of this Contract to inspect and/or audit SNCF Réseau to ensure compliance with the terms of this Contract, including inspecting and/or auditing the performance of any aspect of the Service and/or any documentation, including all payrolls, accounts of SNCF Réseau and/or other records used in or related to the performance of the Services.
 - b. By submitting a written notice five (5) Working Days in advance, RB Rail AS may carry out on-the-spot visits to the sites and premises where the activities implemented within the Contract are or were carried out with having an 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, as well as shall allow the authorised staff of the performer of the on-

the-spot visit the copying of the information and documents, with due respect to the confidentiality obligation.

2) SNCF Réseau shall sign the supplier's declaration (please see attached).

Please note that RB Rail AS acceptance to enter into contract will be valid from the moment signed SNCF Réseau supplier's declaration will be received.

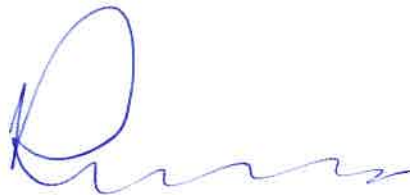
Attachments:

- 1) countersigned SNCF Réseau proposal dated 14 January 2019 in the RB Rail AS procurement "Electromagnetic compatibility evaluation", identification No. RBR 2019/1, on 13 (thirteen) pages;
- 2) supplier's declaration on 3 (three) pages.

Yours sincerely,



Ignas Degutis
Chairperson of the Management Board
RB Rail AS



Kaspars Rokens
The Management Board Member
RB Rail AS



RAIL BATICA – EMC VALUATION

**NEGOTIATED PROCEDURE “ELECTROMAGNETIC
COMPATIBILITY EVALUATION” – ID N° RBR 2019/1**

VERSION 01

Client : RAIL BALTICA – Mr. Jean-Marc BEDMAR	
Proposal reference: IP TE SP OC 2018 0142	
Proposal prepared by:	Proposal validated by:
Name: Frank MEYER	Name: Christian COURTOIS
Function: Commercial Engineer – Technical Relationships	Function: Director of Electric Traction Department – DGII - TE
Unit: SNCF RESEAU DGII TE SP	Date and signature: 2019-01-14 <i>Courtois</i>
Phone: +33 (0) 1 41 62 09.13 E-mail: frank.meyer@reseau.sncf.fr	
Client acceptance:	
Name, Function, date and signature.	
<i>Kaspars Rokens</i> KASPARS ROKENS, 29.02.2019. BOARD MEMBER	<i>J. Deguis</i> Ignas Deguis, 29.02.2019 CHAIRMAN OF THE BOARD

This proposal comprises 13 pages of text



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1. INTRODUCTION

This document constitutes the associate SNCF RESEAU/DG2I-TE & DGII-TL commercial and technical proposal for an EMC valuation on a specific need of the RAIL BALTICA project. RAIL BALTICA is trans-European project of railway crossing Latvia, Estonia, Lithuania and Poland.

2. CONTEXT

During the preliminary design of the Rail Baltica line, it has been proposed to associate the HSL location with a HV 330 kV (50Hz) line over a distance of approximately 70 km in the north-east of Riga. The HV Line is planned to be built parallel to RB line on a distance of 70 km.

The reasons of this decision are the followings:

- avoid fragmentation of territories,
- limit deforestation (necessary in both cases),
- and benefit from European funding of 65% as an twinned infrastructure subvention, instead of 40% for an isolated infrastructure .

Public inquiries has validated this twinning, and the equivalent of the DPU was approved by the Latvian government.

A Spanish consulting firm, Ardanuy, has carried out a study on this subject, where it appears that pairing such infrastructures is extremely rare, and is only done over distances of a few kilometers. The simulations they performed show that under certain conditions, potentials of a hundred volts could be measured at the level of a theoretical driver of a length of one kilometer. This obviously raises questions about the feasibility of building, operating and maintaining LGV in such conditions.

Therefore, RAIL BALTICA, asks SNCF RESEAU to carry out an expert analysis of this first study in order to confirm or/and refine the conclusions.

3. DESCRIPTION OF THE SCOPE OF WORK

In the scope of this analysis, the following tasks will be achieved by SNCF RESEAU:

- Calculation of induced longitudinal electromotive forces (femli) on a reference wire (without reducing factor) in place of the railway cable tray in its most unfavorable position (by default the railway layout in its axis).
- Calculation of the ground potential elevations (EPS) at the boundaries of the railway right-of-way near the High Voltage Network pylons.
- Determination of the protection lengths (insulating fences, insulating sleeves, gutters, etc.) to be implemented when the rise in ground potential exceeds the normative thresholds of contact voltage relatively to the safety of persons.
- Writing of a report with conclusions about technical limitations and precautions to take into account during design line phase.



The output of the expertise, will be a recommendation regarding feasibility to operate and maintain the railway, and/or necessary conditions to be requested for the design of high-speed line to be operable and maintainable.

The report and the presentation of the results will be written fully in English.

4. REMINDER

This expert analysis do not consider :

- The real nature of signaling cables and their location as they will be implemented along the tracks;
- The real nature of telecommunication cables and their location as they will be implemented along the tracks;

Presentation of the conclusions is proposed as an option in this contract, see § 6.1 of this document.

5. SCHEDULE

The report including the conclusions will be delivered before the 1st of March 2019.

The presentation of the conclusions in RIGA will be given before the 8th of March 2019.

6. INPUT DATA

Here below are detailed the input data necessary :

- Most recent track design and Most recent High voltage line design (lateral cuts drawings)
- Technical specifications of the High Voltage Line :
 - Overhead earthing cables
 - Amount of three-phase Circuit
 - Earthing resistance of the masts
 - Evolution Curve of the zero sequence component of the default current
- Railway track
 - Approximate location of the copper cables
 - Preliminary sectionning and insulation diagramm
 - Station location



7. COMMERCIAL PROPOSAL

7.1. Pricing

Our commercial offer for the service is **19 450,00 €** (excluding VAT and excluding the option).

It includes all the activities listed below and described in the technical offer part of this document.

PRICE (€ excl. VAT)

Expertise	
Calculations and report	16 950,00 €
Presentation on site (LATVIA)	2 500,00 €
TOTAL	19 450.00€

Conditions:

These prices are in accordance with the general clauses and conditions set out in §3 "General terms and conditions".

7.2. Validity of the proposal

This proposal will remain open for signature by the client for a maximum of **three (3) month** from the date of its approval by SNCF RÉSEAU ENGINEERING & PROJECTS, as shown on the cover page of this document.



7.3. Payment conditions

➤ **Payment:**

On presentation of invoices submitted in accordance with the general clauses and conditions applicable to service contracts set out in §3 "General terms and conditions" of this document.

➤ **Invoicing schedule:**

➤ 100% after the approval of the report by RAIL BALTIKA RAILWAY.

CLIENT accounting details	
Invoice Address	
Intracommunity VAT number	
SNCF accounting details	
Invoice Address	SNCF RESEAU – CSP - CSO TSA 80836 69908 Lyon Cedex 20
Intracommunity VAT number	FR 73412280737

	SOCIETE GENERALE
RELEVÉ D'IDENTITÉ BANCAIRE	
TITULAIRE DU COMPTE SNCF RESEAU RECETTES 2 15-17 RUE JEAN-PHILIPPE RAMEAU 93418 ST DENIS LA PLAINE	
DOMICILIATION : PARIS CHATELET ENTREPRISE (03630)	
Banque	Guichet
30003	03630
N° de compte	Clé RIB
00020071847	35
Identification Internationale (IBAN) IBAN FR76 3000 3036 3000 0200 7184 735	
Identification internationale de la Banque (BIC) SOGEFRPP	



8. GENERAL TERMS AND CONDITIONS

Date of enforcement and duration of the contract

The contract shall come into force on the date when the Client countersigns the proposal. It shall be valid for the duration of the services set out in the technical proposal and for settlement of the final payment as stipulated in the sales proposal.

Resources

SNCF RÉSEAU ENGINEERING & PROJECTS will perform the services employing tools and instruments used for its own purposes, which shall remain the property of SNCF RÉSEAU ENGINEERING & PROJECTS.

Sales price

Prices are shown in Euros (€) net of taxes in this proposal.

Any instalments and the balance outstanding to be paid to SNCF RÉSEAU ENGINEERING & PROJECTS in return for its services under this contract shall be subject to revision on the basis of the index for Engineering services published in the *Moniteur des Travaux Publics*, a french building and public works sector's revue, by applying the following formula

$$A_m = A_0 \left(\frac{ING_m}{ING_0} \right)$$

in which:

A_m is the instalment or the balance due in euros at current rates

A_0 is the instalment or the balance calculated under the reference economic conditions;

ING_m is the value of the Engineering index six months before the due date of the instalment or the balance;

ING_0 is the value of the Engineering index six months before the date of the economic reference conditions.

Financial arrangements

Advance payments shall be due on receipt of the corresponding invoice.

Other invoices shall be settled within 30 days of their date of issue.

No discounts shall be granted.

Failure to settle an invoice on time may result in penalties for late payment being calculated and charged, at our discretion and without prior notice, at a rate equal to that of the ECB + 10 percentage points, the actual amount however not being less than 3 times the french legal rate of interest.

In addition to these penalties for late payment, a flat rate of €40 will also be chargeable. This is a statutory charge under Article L441-6 of the French Commercial Code automatically due to cover payment recovery costs.

Failure to settle an invoice on time may result in deliveries being suspended and in contracts and orders in progress being terminated, at our discretion and without prior notice, and shall release us from all our undertakings.

Failure to settle an invoice on time, any request to postpone payment or any factors proving the insolvency of the client shall automatically make the payment deadlines for all deliveries, all services provided or in progress null and void, with the result that such payments shall be immediately due and we shall be entitled to terminate contracts in progress without other formalities than notification via registered letter, without this entitling our client to any compensation of whatsoever kind.

Changes to the services

All changes in the nature, scope or conditions for performing the services shall, as a matter of obligation, be the subject of an additional clause to the contract that will have to be signed by both parties.

Only the signatories to this contract shall be authorised to sign such additional clauses.

Mutual obligations

Each of the parties shall provide the other with all information needed to enable the service to be correctly performed. In particular, each of the parties shall undertake to inform the other of any event or development that might have a notable effect on the content or the schedule for the service, as soon as such an event or development comes to its knowledge.

Documents exchanged by the parties shall be in French.

Documents produced by SNCF RÉSEAU ENGINEERING & PROJECTS shall be drawn up in the formats that it uses in normal practice.

All documents or information required for the services shall be provided by the client free of charge.

Non-disclosure

RAIL BALTICA is allowed to present, diffuse or use the reports and documents in the purpose of the project RAIL BALTICA.

Intellectual property

SNCF RÉSEAU ENGINEERING & PROJECTS shall retain ownership of the intellectual property rights with regard to all the deliverables submitted as part of the services rendered.

SNCF RÉSEAU ENGINEERING & PROJECTS grants the customer to reproduce and to pass on the deliverables and results to any third party in relationship with the project Rail Baltica railway.

Unless expressly authorised by SNCF RÉSEAU ENGINEERING & PROJECTS, the client shall not have the right to alter or adapt, in full or in part, the

deliverables submitted in connection with the services.

Liability

The Client shall have sole liability for the use that it makes of the results of the services and the documents submitted, if such use falls outside the context of the contract.

Other than in the case of wilful misconduct, the parties shall take full responsibility for the consequences of any errors and omissions made by their staff and shall mutually undertake not to make claims for damages and interests in relation to their respective employees.

Limits of SNCF RÉSEAU ENGINEERING & PROJECTS liabilities

SNCF RÉSEAU ENGINEERING & PROJECTS shall be liable for any misconduct, errors, omissions or any failure to take action impacting negatively on its client.

However, if SNCF RÉSEAU ENGINEERING & PROJECTS were to be liable for damages relating to execution of this contract, the maximum amount that it could be obliged to pay to its client, as the aggregate sum of all damages, shall be capped – for the duration of the contract – at an amount equal to 20 % of the price for the services.

SNCF RÉSEAU ENGINEERING & PROJECTS cannot be held liable if the Client has not supplied it with all the information necessary for providing the services and specifically mentioned as such in the technical proposal.

Force majeure

Neither SNCF RÉSEAU ENGINEERING & PROJECTS nor the Client shall be liable in the event of it being impossible for them to fulfil all or part of their obligations due to causes or incidents beyond their control, as established in case law.

The party claiming force majeure must notify the other party by means of a registered letter with acknowledgement of receipt.

After a period of thirty days of inactivity because of force majeure, either party may decide to terminate

* End of General terms and conditions. *



the contract by sending a registered letter with acknowledgement of receipt to the other.

At all events, the days of work already performed on the services, the costs already incurred and the documents delivered shall remain due to SNCF PROJECTS SYSTEMS ENGINEERING.

Applicable law and settlement of disputes

The contract shall be governed by the law of LATVIA.

Final provisions

If, at a given moment, SNCF RÉSEAU ENGINEERING & PROJECTS were not to insist on application of one or the other of the provisions in these General Clauses and Conditions, this fact shall not be interpreted as meaning that it gives up its right to enforce the said provision at a later stage.

If one or other of the provisions in the General Clauses and Conditions were to be deemed null and void, it would be declared invalid, while the other provisions would retain their full force and scope, unless inseparable from the invalidated provision.

Taxes

This price does not include the payment of taxes by SNCF.

Taxes means any tax, however denominated, charge, tariff, contribution, duty, levy, assessment, government charge or fee of any kind charged, imposed or levied, directly or through withholding, by any Competent Authority, including any corporate income tax, tax liabilities whether actual or deferred value-added-tax, sales tax, goods and services tax, turnover tax, transfer and duties, stamp duty, custom duty, import duty, withholding tax (wether on income, dividends, interest payments, fees, equipment rental or otherwise), tax on foreign currency loans or foreign currency transactions, excise tax, property tax, registration fee or license, water tax or environmental, energy or fuel tax including their principal amount and as the case may be, including any interest, penalty or other additional cost related to taxes that are due or may become payable to any Competent Authority, imposed by any applicable statute, rule or regulation thereon.



ANNEXE 1 – APPLICATION FORM

Annex No 1
to the Regulation
for negotiated procedure
"Electromagnetic compatibility evaluation",
id. No RBR 2019/1

2019./11/01
No RBR 2019/1

APPLICATION FORM for the participation in the negotiated procedure "Electromagnetic compatibility evaluation", id. No RBR 2019/1

Name of the Tenderer or all members of the partnership (in case of established partnership)	SNCF RESEAU
Registration number of the Tenderer or all members of the partnership	412 280 737
registered office is located at	15-17 rue Jean-Philippe Rameau, CS 80001, 93418 La Plaine Saint-Denis Cedex, France,
Name, surname and position of the person, authorized to represent the Tenderer	Mr Christian COURTOIS, Director of SNCF RESEAU Electric Traction Departement
Name of nominated representative (in case of established partnership)	none
Name, surname and position of the person authorized to represent the Tenderer	Mr Frank MEYER, Trade Engineer of SNCF RESEAU Electric Traction
VAT payer registration number	FR 73412280737
Legal address	15-17 rue Jean-Philippe Rameau, CS 80001, 93418 La Plaine Saint-Denis Cedex, France
Correspondence address	6, avenue François MITTERRAND 93574 La Plaine Saint-Denis
Legal name of the Bank	SOCIETE GENERALE
Bank account (IBAN)	IBAN FR76 3000 3036 3000 0200 7184 735
Bank code (SWIFT)	SOGEFRPP
Telephone number of the Tenderer	+33(0)1.41.62.09.13
E-mail of the Tenderer	frank.meyer@reseau.sncf.fr
Contact person (of the Tenderer): name, surname, position	Mr Frank MEYER, Trade Engineer of SNCF RESEAU Electric Traction

By submitting our proposal:

1. We confirm participation in the negotiated procedure organized by the RB Rail AS "Electromagnetic compatibility evaluation", id. No RBR 2019/1.
2. We offer to deliver services in accordance with the Technical Specification for the following price in accordance with the following calculation:

Document made by SNCF RÉSEAU DIRECTION GÉNÉRALE INDUSTRIELLE & INGÉNIERIE at the exclusive attention of RAIL BALTICA. Not to be used to third part without the authorization of the author.



Services	Proposed price EUR (excluding VAT)
Total price of the Proposal (excl. VAT):	19 450,00€

3. We confirm that this Financial Proposal includes all fees and costs related to the performance of the Services in accordance with the Technical Specification. We confirm that fees and costs which are not indicated separately are included in one or another of the indicated fees and costs.

4. We confirm that the Regulation for the Negotiated procedure is clear and understandable, we do not have any objections and complaints and in the case of granting the right to enter into an Agreement we shall undertake to fulfil all conditions of this Regulation as well as enter into a procurement Agreement.

5. We confirm the period of validity of our Proposal for 90 (ninety) days from the day of opening of the Proposal.

Signature: Christian

Date: **2019/14/01**

Name: **Mr Christian COURTOIS**

Position: **Director of Electric Traction Department of SNCF RESEAU**



ANNEXE 2 – EXPERIENCES

As a branch of SNCF Réseau, the Electric Traction Department (I&P TE) is in charge of designing and developing the rail network electrification system. It is the benchmark for OCL systems in France and can boast 100 years of experience working with 750 V and 1,500 V, 70 years with 25,000 V and 40 years with 2 x 25,000 V.

With four world speed records under its belt, the skills and abilities of the I&P TE Department and the quality of its overhead line systems speak for themselves. The most recent record dates back to 3 April 2007 when a speed of 574.8 km/h was officially achieved. This record still stands today. In the 12 weeks of tests and 2 weeks of presentation runs preceding this record, the TGV high-speed trainset covered 2,100 km at over 400 km/h, including 700 km at over 500 km/h. This technical feat was achieved with a V350-type OCS on which voltages and mechanical tension were temporarily raised to 31.5 kV and 40 kN respectively. Other than that, there were no reinforcements, replacements or specific maintenance on the supporting structures and overhead line components.

I&P TE is therefore a past master in designing the primary functional parts of the overhead catenary system.

The secondary components (masts, isolators, tension regulating equipment, etc.) can be adapted to meet specific project requirements (operation, maintenance, costs etc.), while guaranteeing the same overall system performance levels.

The I&P TE teams partner their clients before and during their projects to ensure that the technologies used are fully adapted to actual needs, INCLUDING EMC evaluation.

EMC (Electromagnetic Magnetic Compatibility) Evaluation is one of the most specific expertise proposed by SNCF RESEAU. French high speeds lines have been concerned by difficulties caused by nearness of High Voltage lines and High Speed lines. Among the most significant projects we had to carry to out an EMC Evaluation, we can quote:

- **PROJECT: French High Speed 3 (LN3) – PARIS to LILLE (First operating date: 1993)**
The High Speed Line electrified in 2x25kV (operated at 300km/h) and the 2x400kV High voltage line has been built with a 160 km/h parallelism;
- **PROJECT: French High Speed 4 (LN4) – Bypass of LYON (First operating date: 1994) – 115 km of High speed lines**
The High Speed Line electrified in 25kV (operated at 300km/h) and the 220kV High voltage line has been built with a 12 km of parallelism;
- **PROJECT: French High Speed 3 (LN4) – Building of an 400 kV High Voltage Line near the High Speed Line (project in progress currently)**
Rebuilding of the former high voltage line 400 kV on 35 km of parallelism;

An EMC evaluation includes, in the case of an HVL near a HSL, the assessment of the following points:

- Calculation of induced longitudinal electromotive forces on a reference wire (without reducing factor) in places of the railway cable tray in its most unfavourable position (by default the railway layout in its axis);
- Calculation of the ground potential elevations (EPS) at the boundaries of the railway right-of-way near the high voltage network pylons;
- Determination of the protection lengths (insulating fences, insulating sleeves, gutters etc.) to be implemented when the rise in ground potential exceeds the normative thresholds of contact voltage relatively to the safety of persons;



- Perform a presentation of the results of the Study in Riga, toward the management and technical staff of RB Rail and AST (high voltage network company), as well as representatives of Ministries of Transport and Economy.

The Electric Traction Department of the SNCF Réseau Engineering & Projects Division earmarks about 10% of its budget for research and innovation in a bid to further develop its fixed electric traction equipment. Innovation is, in fact, one of the fundamental activities of a Department with a 120-strong workforce that can boast the know-how, technical skills and modern simulation equipment necessary for the purpose.

Innovation focuses on improving technical performance, improving infrastructure availability and containing lifecycle costs.

Through this emphasis on research, development and innovation, the I&P TE teams are constantly in a position to propose new and enhanced OCS components aimed at driving down installation and maintenance costs and boosting lifecycles.

I&P TE has also acquired a number of innovative tools to optimise and modernise its design processes. By way of example, the advent of digital technologies has enabled the department to use and develop cutting-edge digital tools for designing high-performance overhead catenary systems. These tools are recalibrated by means of tests on the line for maximum robustness of results.

RESUME of the SNCF RESEAU assets and responsibilities on French National network

No	Requirement	Technical and Professional Ability of SNCF RESEAU
1.	The Tenderer is railway infrastructure manager, having responsibility of more than 2 000 km of high-speed line operation and maintenance, with own human staffs.	SNCF RESEAU is the French national railway infrastructure manager, having the responsibility on more than 2 200 of lines (more than 4 400 km of single track) in operation and maintenance with its own human staffs.
2.	The Tenderer has been a contracting authority for the construction of high speed line (operation speed >= 200 km/h) construction.	SNCF RESEAU has been in charge of the complete design and construction of the first five French High Speed Lines. (Paris – Lyon / Paris - Le Mans, Paris – Lille/ Lyon- Marseille. Each of these lines are operated from 270 km/h to 320 km/h.
3.	The Tenderer is railway infrastructure manager, responsible for operation of 2x25 kV railway electrification systems.	SNCF RESEAU is in charge of all the French electrified network including 21 200 km of single tracks electrified in 25 kV. Among these 21 200km, more than 8000 km are electrified in 2x25 kV.

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No	Requirement	Technical and Professional Ability of SNCF RESEAU
4.	Existence of experienced in-house electromagnetic compatibility (EMC) laboratory, including necessary software and tools.	<p>PROJECT: French High Speed 3 (LN3) – PARIS to LILLE (First operating date: 1993) The High Speed Line electrified in 2x25kV (operated at 300km/h) and the 2x400kV High voltage line has been built with a 160 km/h parallelism;</p> <p>PROJECT: French High Speed 4 (LN4) – Bypass of LYON (First operating date: 1994) – 115 km of High speed lines The High Speed Line electrified in 25kV (operated at 300km/h) and the 220kV High voltage line has been built with a 12 km of parallelism;</p> <p>PROJECT: French High Speed 3 (LN4) – Building of an 400 kV High Voltage Line near the High Speed Line (project in progress currently) Rebuilding of the former high voltage line 400 kV on 35 km of parallelism;</p>



SUPPLIER'S DECLARATION

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

1. To respect the freely-exercised right of workers, without distinction, to organise, 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 organise, 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 15 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 recognised 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 agreement, 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 agreements 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 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 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 characterise, 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 supplier or an undertaking related to the supplier has advised a Beneficiary or Implementing Body or has otherwise been involved in the preparation of the procurement procedure; and (b) if any Beneficiaries' or Implementing Bodies' official, professional under contract with Beneficiary or Implementing Body or sub-contractor may have a direct or indirect interest of any kind in the supplier's business or any kind of economic ties with the supplier;
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 suppliers' 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 supplier which participated in a procurement procedure or restrictions with similar effect applies;
18. To promote the adoption of the principles set forth in this Supplier's Declaration by my potential business partners and promote the implementation of the principles set forth in this document towards own suppliers;
19. Not procure goods, works and services from other suppliers:
 - a) who, or its member of the Management Board or the Supervisory Board or procurator of such supplier, or a person having the right to represent such supplier 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, management of criminal organisation;
 - ii. fraud, misappropriation or laundering, human trafficking;
 - 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 agreement aimed at restricting the opportunity of a purchaser to determine the resale price, or horizontal cartel agreement, 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 supplier to participate in the tender),

economic activity of such supplier has been suspended or discontinued, proceedings regarding bankruptcy of such supplier have been initiated or such supplier will be liquidated;

- e) who has tax debts in the country where the procurement is organised or a country where such supplier is registered or permanently residing, including debts of State social insurance contributions, in total exceeding an amount which is common threshold in public procurements in the respective country.

_____ [SIGNATURE] [NAME, LAST NAME]

[POSITION] [DATE]