

## **REGULATIONS**

FOR THE OPEN COMPETITION

**“EXECUTIVE SEARCH SERVICES”**

(IDENTIFICATION NO RBR 2020/2)



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

Riga  
2020

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## 1. ABBREVIATIONS AND TERMS

- 1.1. **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures;
- 1.2. **Contract** - signed agreement between Contracting authority and a Contractor to provide services defined in this agreement;
- 1.3. **Contracting authority** (also the Contracting entity) - the joint stock company RB Rail AS, registration number 40103845025, legal address: Kr. Valdemāra iela 8-7, Riga, LV-1010, Latvia;
- 1.4. **Contractor** - service provider awarded the right to enter into the Contract in Open competition to provide services in accordance with requirements stipulated in Regulations and Contract;
- 1.5. **Identification number** – designation which includes the abbreviation of the name of the Contracting authority (the first capital letters), the relevant year and the procurement sequence number in ascending order (RBR 2020/2);
- 1.6. **Open competition** (also the Procurement) - a procurement procedure “Executive Search Services” (identification number: RBR 2020/2) in which all interested Suppliers are entitled to submit their Proposals;
- 1.7. **Procurement commission** – commission the composition of which has been established by the joint stock company RB Rail AS, order No 1.9/2 dated 6 February 2020, issued by the Management Board of joint stock company RB Rail AS;
- 1.8. **Proposal** - documentation package the Tenderer submits to participate in the Open competition;
- 1.9. **Regulations** – regulations of the Open competition “Executive Search Services” (identification number: RBR 2020/2), as well as all the enclosed annexes;
- 1.10. **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof which offers to perform works, supply products or provide services accordingly;
- 1.11. **Tenderer** – a Supplier which has submitted a Proposal.

## 2. GENERAL INFORMATION

- 2.1. The identification number of the Open Competition is No RBR 2020/2.
- 2.2. The Open competition is co-financed by the Contracting authority and Connecting Europe Facility (CEF).
- 2.3. This open competition is organised in accordance with the Public Procurement Law of Republic of Latvia in effect on the date of publishing the contract notice and is provided in accordance with order established in Cabinet of Minister Rules No.107 on Conducting procurement procedures and design contests (*Iepirkuma procedūru un metu konkursu norises kārtība*) of 28 February 2017.
- 2.4. Open competition is carried out using E-Tenders system (<https://www.eis.gov.lv/EKEIS/Supplier>) which is subsystem of the Electronic Procurement System (<https://www.eis.gov.lv/EIS/>).
- 2.5. The Regulations is freely available on Contracting authority’s profile in the E-Tenders system at webpage <https://www.eis.gov.lv/Procurement/33722> and the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 2.6. Amendments to the Regulations and answers to Suppliers’ questions shall be published on Contracting authority’s profile in the E-Tenders system at webpage <https://www.eis.gov.lv/Procurement/33722> and the Contracting authority's webpage

<http://railbaltica.org/tenders/>. It is the Supplier's responsibility to constantly follow the information published on the webpages and to take it into consideration in preparation of its Proposal.

- 2.7. Contact person of the Contracting authority for Open competition is Procurement specialist - lawyer, Linda Kalniņa, telephone: +371 26178057, e-mail address: [linda.kalnina@railbaltica.org](mailto:linda.kalnina@railbaltica.org). All requests for information or additional explanations must be submitted solely through the E-Tenders system. Answers to questions or explanations from the Contracting Authority are also provided through the E-Tenders system.
- 2.8. The exchange of information between the Procurement commission and the Supplier shall be in writing (by sending documents electronically via e-mail or using E-Tenders system) in English (if information is submitted in Latvian, it shall be accompanied by a translation into English).
- 2.9. If the Supplier does not have access to the E-Tenders system, the Supplier shall follow the guidance for obtaining access to the system available on the Contracting authority's website at <http://www.railbaltica.org/procurement/e-procurement-system/>.
- 2.10. The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing via the E-Tenders system or (in case the Supplier does not yet have access to the system) by sending it to the Procurement commission electronically via e-mail (see Section 2.7 of the Regulations). Any additional information must be requested in a timely fashion, so that the Procurement commission can reply on time - no later than 6 (six) days prior to the deadline of the Proposal submission. The Procurement commission shall provide response within 5 (five) Working Days from the day of receipt of the request from the Supplier.
- 2.11. The Supplier covers all expenses which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances will the Contracting authority be liable for compensation of any costs and damages related to the preparation and submission of the Proposal (including, *inter alia*, costs associated with any site visits) or the Supplier's participation in the Procurement exercise.

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

- 3.1. The Procurement commission has the right to demand at any stage of the Open competition that the Tenderer submits all or part of the documents which certify Tenderer's compliance to the requirements for the selection of Tenderers. The Procurement commission does not demand documents or information which is already at its disposal or is available in public data bases.
- 3.2. 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.
- 3.3. During proposal assessment, the Procurement Commission has the right to demand that the included information is clarified.
- 3.4. If the Procurement commission determines that the information about the Tenderer, its subcontractors and persons upon whose capacity 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. The Procurement commission

has the right to reject all Proposals which are found not to comply with the requirements of the Procurement documentation.

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

- 4.1. The Procurement commission ensures the process documentation of the Open competition.
- 4.2. The Procurement commission ensures free and direct electronic access to the Open competition documents on Contracting authority's profile at the E-Tenders system's webpage <https://www.eis.gov.lv/Procurement/33722> and on the webpage of the Contracting authority <http://railbaltica.org/tenders/>.
- 4.3. If an interested Supplier has in a timely fashion in writing by post or electronically (including via E-Tenders system), or delivering in person requested additional information about the requirements included in Open competition 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) Working Days but not later than 6 (six) days before the deadline for submitting Proposals. Simultaneously with sending this information to the Supplier who had asked the question, the Contracting authority publishes this information on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/Procurement/33722> and on its webpage <http://railbaltica.org/tenders/> where Open competition documents are available, indicating the question asked.
- 4.4. If the Contracting authority has amended the Open competition documents, it publishes this information on Contracting authority's profile in the E-Tenders system's webpage <https://www.eis.gov.lv/Procurement/33722> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> where Open competition documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication. If Supplier wishes to receive relevant updates/notifications by email regarding the Procurement exercise (e.g. when amendments to the procurement package documentation are published), Supplier shall register as an interested supplier on the E-Tenders system for the particular Procurement exercise accordingly.
- 4.5. The exchange and storage of information is carried out in such a way that all data included in the Proposals is protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for their submission. During the time from the deadline of submission of Proposals until the opening of the Proposals the Contracting authority does not disclose any information regarding the existence of other Proposals, therefore. During the time of Proposal assessment, the Contracting authority does not disclose any information regarding the assessment process until the announcement of the results.
- 4.6. The Procurement commission assesses the Tenderers and their Proposals based on the Public Procurement Law, Open competition documents, as well as other applicable regulatory enactments.
- 4.7. The Procurement commission prepares a report on the Open competition and publishes it on Contracting authority's profile in the E-Tenders system's webpage <https://eis.gov.lv/EKEIS/Procurement/33722> and on the Contracting authority's webpage <http://railbaltica.org/tenders/> within 5 (five) Working Days from the day when the decision about the results of the Open competition is made.

#### **5. THE RIGHTS OF THE TENDERER**

- 5.1. The Tenderer has the right to submit registration documents for the Electronic Procurement System (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/>).

- 5.2. The Tenderer can request and within 3 (three) Working Days after submitting the request receive a copy of the Proposal opening sheet which is an annex to the Proposal opening session minutes.
- 5.3. 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.
- 5.4. 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, Article 68, regarding the Tenderer selection requirements, Technical specification or other requirements relating to Open competition, or relating to the activities by the Contracting authority or the Procurement commission during the Open competition.

## 6. SUBJECT-MATTER OF THE OPEN COMPETITION

- 6.1. The procurement is organised to procure a provider of executive search services on behalf of the Supervisory Board of RB Rail AS. Services must be provided in accordance with the Technical specification for Part No 1 „Executive Search of Chief Executive Officer and Chief Technical Officer within European Union” and Part No 2 „Executive Search of Chief Financial Officer within Baltic states – Latvia, Lithuania, Estonia”.
- 6.2. The subject-matter of the Open competition has been divided in 2 (two) parts:

No	Subject-matter	CPV codes
Part No 1	„Executive Search of Chief Executive Officer and Chief Technical Officer within European Union”	79600000-0 (Recruitment Services and Human Resource management)
Part No 2	„Executive Search of Chief Financial Officer within Baltic states – Latvia, Lithuania, Estonia”	79600000-0 (Recruitment Services and Human Resource management)

- 6.3. The estimated value of the contract for procurement Part No 1 „Executive Search of Chief Executive Officer and Chief Technical Officer within European Union” shall not exceed 175 000,00 EUR (one thousand seventy-five euros, 00 cents) excluding value added tax (hereinafter-VAT).
- 6.4. The estimated value of the contract for procurement Part No 2 „Executive Search of Chief Financial Officer within Baltic states – Latvia, Lithuania, Estonia” shall not exceed 75 000,00 EUR (seventy-five thousand euros, 00 cents) excl. VAT.
- 6.5. The delivery of the Services will take place in Latvia.
- 6.6. The Contract for provision of the Services shall be concluded for a period of 36 (thirty-six) months from the date when the contract shall enter into force.
- 6.7. The Tenderer is not allowed to submit variants of the Proposal. If variants of the Proposal are submitted, then the Proposal will not be reviewed.

## 7. TENDERER

### 7.1. The Proposal can be submitted by:

- 7.1.1. A Supplier who is a legal or natural person (hereinafter – the Tenderer) which offers on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers;
- 7.1.2. A group of Suppliers (hereinafter also – the Tenderer, partnership) which offer on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers:
- 7.1.2.1. A group of Suppliers who have formed a partnership for Open competition. In this case all the members of the partnership shall be listed in Annex No 2 “Application for participating in the Open competition”. 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 the Civil Law of the Republic of Latvia, 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 the Commercial Law of the Republic of Latvia (hereinafter – the Commercial Law), Division IX and X) and notify the Contracting authority in writing;
- 7.1.2.2. An established and registered partnership (a general partnership or a limited partnership within the meaning of the Commercial Law, Division IX and X) which complies with the selection criteria for Tenderers.

## 8. SELECTION CRITERIA FOR TENDERERS

### 8.1. Exclusion grounds (refers to both parts of the subject-matter)

Before making the decision to award the contract signing rights, Contracting Authority shall verify whether the Tenderer, to whom the contract signing rights should be awarded, is not a subject for exclusion grounds set in the Article 42 of Public Procurement Law of Republic of Latvia. The Contracting Authority shall exclude the Tenderer from further participation in the open competition in any of the following circumstances:

No	Requirement	Documents to be submitted <sup>1</sup> (unless documents are specifically requested by the Procurement commission, no obligation to submit any)
1.	Within previous 3 (three) years before submission of the Proposal the Tenderer or a person who is Tenderer’s management board or supervisory board 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	- For a Tenderer and a person who is Tenderer’s management board or supervisory board 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, who is registered or residing in Latvia, the Contracting authority shall verify the information itself in publicly available databases.

<sup>1</sup> If the Candidate submits the European single procurement document as the initial proof, there is no obligation to submit other documents, unless specifically requested by the Procurement commission.

No	Requirement	Documents to be submitted <sup>1</sup> (unless documents are specifically requested by the Procurement commission, no obligation to submit any)
	<p>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 organization or in an organized group included in the criminal organization or other criminal formation, or participation in criminal offences committed by such an organization,</p> <p>b) bribe-taking, bribery, bribe misappropriation, intermediation in bribery, unauthorized 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>	<ul style="list-style-type: none"> <li>- For a Tenderer and a person who is Tenderer's management board or supervisory board 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, who 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>
2.	<p>It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the procurement contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions exceeding 150 euro in total in any of the countries.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer registered or residing outside of Latvia 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 registered or residing in Latvia Contracting authority shall verify the information itself in publicly available databases.</li> </ul>



No	Requirement	Documents to be submitted <sup>1</sup> (unless documents are specifically requested by the Procurement commission, no obligation to submit any)
		<ul style="list-style-type: none"> <li>- For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
4.	<p>A person who drafted the procurement procedure documents (Contracting authority's official or employee), Procurement commission member or expert is related to the Tenderer or is interested in selection of some Tenderer and the Contracting authority cannot prevent this situation by measures that cause less restrictions on Tenderer. 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> <p>a) If he or she is a current and/or an ex-employee, official, shareholder, procura holder or member of a Tenderer or a subcontractor which is legal person and if such relationship with the legal person was terminated within the last 24 (twenty-four) months;</p> <p>b) 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;</p> <p>c) If he or she is a relative of a Tenderer or a subcontractor which is a natural person.</p> <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</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>

No	Requirement	Documents to be submitted <sup>1</sup> (unless documents are specifically requested by the Procurement commission, no obligation to submit any)
	of a partnership in any of the above-mentioned ways.	
5.	The Tenderer has an advantage that limits competition in the procurement procedure if it or its related legal person consulted the Contracting authority or otherwise was involved in preparing the Open competition, and the advantage cannot be prevented by less restrictive measures, and the Tenderer cannot prove that its or its related legal person's participation in preparing the procurement procedure documents does not restrict competition.	No obligation to submit documents, unless specifically requested by the Procurement commission.
6.	Within the previous 12 (twelve) months before submission of the Proposals by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed 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 registered or residing in Latvia Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence or other objective proof of good standing. For example, a link to the database of the competent authority's public database (website) listing all its decisions and validity thereof (provided that access to any such database/website is free of charge to the Contracting authority).</li> </ul>
7.	Within the previous 3 (three) years before submission of the Proposals by such a decision of a competent authority, a court judgment or a public prosecutor's order which has entered into force and may not be challenged and appealed Tenderer has been found guilty and is punished for a violation manifested as employment of one or more persons who 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 registered or residing in Latvia Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
8.	Within the previous 12 (twelve) months before submission of the Proposals by such a decision of a competent authority, a court judgment or a public prosecutor's order which has entered into force and	<ul style="list-style-type: none"> <li>- For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself from publicly available databases.</li> </ul>

No	Requirement	Documents to be submitted <sup>1</sup> (unless documents are specifically requested by the Procurement commission, no obligation to submit any)
	<p>may not be challenged and appealed Tenderer has been found guilty and is punished for a violation manifested as employment of a person without a written employment contract, by failing within the term specified in regulatory enactments to submit an informative employee declaration regarding this person, which must be submitted about persons, who start working.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.</li> </ul>
9.	<p>The Tenderer has provided false information to prove its compliance with provisions of this Section 8.1 of the Regulations or qualification criteria or has not provided the required information at all.</p>	<p>No obligation to submit documents, unless specifically requested by the Procurement commission.</p>
10.	<p>The Tenderer is a registered offshore<sup>2</sup> company (legal person) or offshore association of persons.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer which is registered in Latvia Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For the Tenderer and each member of the partnership (if Tenderer is an unregistered partnership) which is a legal person registered 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.</li> </ul>
11.	<p>The owner or shareholder (with more than 25% of share capital) of the Tenderer who is registered in Republic of Latvia, is a registered offshore company (legal person) or offshore association of persons.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer which is registered in Latvia: <ul style="list-style-type: none"> <li>• Contracting authority shall verify the information itself in publicly available databases;</li> <li>• if such information by publicly available data bases is not provided, Tenderer shall submit self – declaration which approves fact that there are no registered owners or shareholders of the Tenderer (with more than 25% of</li> </ul> </li> </ul>

<sup>2</sup> **Offshore:** 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 <sup>1</sup> (unless documents are specifically requested by the Procurement commission, no obligation to submit any)
		share capital) who are registered offshore.
12.	The subcontractors indicated by the Tenderer whose share of services is equal to or exceeds 10% of the Contract price or person on whose capacities Tenderer is relying, is a registered offshore company (legal person) or offshore association of persons.	<ul style="list-style-type: none"> <li>- For a subcontractor whose share of services is equal to or exceeds 10% of the Contract price or person on whose capacities Tenderer is relying which is registered in Latvia Contracting authority shall verify the information itself in publicly available databases;</li> <li>- For a subcontractor or person on whose capacities Tenderer is relying 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.</li> </ul>
13.	<p>International or national sanctions or substantial sanctions by the European Union (EU) or the North Atlantic Treaty Organization (NATO) Member State affecting the interests of the financial and capital market has been imposed to the:</p> <p>a) Tenderer or a person who is the Tenderer’s management board or supervisory board member, beneficial owner<sup>3</sup>, 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,</p> <p>b) member of the partnership or a person who is the partnership’s management board or supervisory board member, beneficial owner<sup>4</sup>, person with</p>	<ul style="list-style-type: none"> <li>- For a Tenderer registered or residing in Latvia Contracting authority shall verify the information itself from the Register of Enterprises of the Republic of Latvia.</li> <li>- For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence with all the information necessary for the examination regarding the Tenderer or a member of the partnership if the Tenderer is a partnership), including but not limited, information about beneficial owner or the fact that there is no possibility to find out the beneficial owner.</li> </ul>

<sup>3</sup> **Beneficial owner:** a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interest’s business relationship is being established or an individual transaction is being executed, and it is at least:

a) regarding legal persons - a natural person who owns, in the form of direct or indirect shareholding, more than 25 per cent of the capital shares or voting stock of the legal person or who directly or indirectly controls it;

b) regarding legal arrangements - a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement.

<sup>4</sup> Ibid.

No	Requirement	Documents to be submitted <sup>1</sup> (unless documents are specifically requested by the Procurement commission, no obligation to submit any)
	<p>representation rights or a procura holder (if the Tenderer is a partnership), and such sanctions can affect the execution of the Procurement contract.</p>	

**8.2. Legal standing and suitability to pursue the professional activity (refers to both parts of the subject – matter).**

No	Requirement	Documents to be submitted
1.	<p>The Tenderer or all members of the partnership (if the Tenderer is a partnership), a person on whose abilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10% of the contract value must be registered, licensed or certified in the Registry of Enterprises or Registry of Inhabitants, or other register in a country where the Tenderer is registered or residing, if the legislation of the respective country requires registration, licensing or certification of natural or legal persons in order to provide respective services.</p>	<ul style="list-style-type: none"> <li>- For a Tenderer which is a legal person (or a member of a partnership, a person on whose abilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10% of the contract value) registered in Latvia the Contracting authority shall verify the information itself in publicly available databases.</li> <li>- For a Tenderer which is a natural person (or a member of a partnership, a person on whose abilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10% of the contract value) – a copy of an identification card or passport and certificate or similar document.</li> <li>- For a Tenderer (or a member of a partnership, a person on whose abilities a Tenderer relies to certify its compliance, a subcontractor whose share of work is equal to or exceeds 10% of the contract value) 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, licensing or certification of legal persons in the country of their residence and <b><u>wherefrom at least the fact of registration, licensing or certification, information about shareholders, board or supervisory board members, beneficial owners, officials and procura holders, persons who are authorised to represent the Tenderer in operations in relation to a branch (if any) can be determined.</u></b></li> </ul>

No	Requirement	Documents to be submitted
		<ul style="list-style-type: none"> <li>- If a proposals is submitted by a partnership, the Proposal <b><u>shall include an agreement of cooperation (or letter of intention to enter into such agreement) signed by all members on the participation in the procurement, which lists responsibilities of each of every partnership member</u></b> and a commitment to fulfil the procurement contract in the respective area, <b><u>and which authorises one key member to sign the proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made.</u></b></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 capabilities the Tenderer relies or sub-contractors, then a document certifying the rights of the persons who have signed the Proposal or any other documents, to represent the Tenderer is relying or a sub-contractor (powers of attorney, authorization agreements etc.) must be included.</li> </ul>
2.	The representative of the Tenderer, or a member of a partnership, or a person on whose capacity 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.	<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 Tenderer relies who signs the Proposal. For a Tenderer (or a member of a partnership), a person on whose capacity 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 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>

### 8.3. Economic and financial standing (refers to both parts of the subject – matter)

No	Requirement	Documents to be submitted
1.	Tenderer's or all members of the partnership together (if the	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 3 "Confirmation of Tenderer's financial standing" (by the Tenderer or each member of the partnership) or entity</li> </ul>

No	Requirement	Documents to be submitted
	<p>Tenderer is a partnership and confirms the average financial turnover jointly) average financial turnover within the last 3 (three) financial years, i.e. 2017, 2018, 2019 is not less:</p> <ol style="list-style-type: none"> <li>1) than 350 000,00 EUR (three hundred fifty thousand euros) if the Tenderer applies for the <b>1.part</b>;</li> <li>2) than 150 000,00 EUR (one hundred fifty thousand euros) if the Tenderer applies for the <b>2.part</b>.</li> </ol> <p><b>If the Tenderer applies for both parts, the Tenderer or all members of the partnership together (if the Tenderer is a partnership), average financial turnover within the last 3 (three) financial years, i.e. 2017, 2018, 2019 is not less than 500 000,00 EUR (five hundred thousand euros).</b></p> <p>In the event the average annual financial turnover of a limited partner of the limited partnership (within the meaning of The Commercial Law, Division X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized 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 Tenderer is a partnership) has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer's actual operation period.</p>	<p>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 Contract).</p> <ul style="list-style-type: none"> <li>- Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2017, 2018, 2019, showing the turnover of the Tenderer or each member of the partnership on whose capacity 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 other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract.</li> <li>- If an application is submitted by a partnership or in case the Tenderer is relying on capabilities of other entity to certify its financial and economic performance, the Tenderer shall indicate the member of the partnership or such entity 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 contract including this information in the agreement of cooperation (or letter of intention to enter into such agreement) and in addition indicate it in the Annex 3.</li> <li>- If annual financial statement for financial year 2019 is not available yet, Tenderer shall submit other documents showing the annual financial turnover and values of the Tenderer for the financial year 2019.</li> <li>- For a limited partnership (within the meaning of the Commercial Law, Division X) - an additional document evidencing the amount of the investment by the limited partner (the partnership agreement or a document with a similarly binding legal effect).</li> <li>- If the previous 3 (three) reporting years of the Tenderer differ from the years specified in this Section 8.3.1 of the Regulations (2017, 2018, 2019), the financial turnover necessary must be indicated for the Tenderer's previous 3 (three) reporting years.</li> <li>- If the Proposal is submitted by a partnership, Tenderer shall indicate the member of the partnership on whose capacity Tenderer is</li> </ul>

No	Requirement	Documents to be submitted
		<p>relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations.</p> <ul style="list-style-type: none"> <li>- If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, 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 (please see the Section 9 of the Regulations for detailed information).</li> </ul>
2.	<p>The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the procurement contract or entity on whose financial and economic capabilities the Tenderer is relying to certify its financial and economic performance and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, in the last audited financial year liquidity ratio (<i>Current Assets divided by Short-term Liabilities</i>) shall be equal to or exceed 1 and shall have positive equity capital (<i>Total Assets minus Total Liabilities</i>).</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 3 "Confirmation of Tenderer's financial standing".</li> <li>- Audited or self-approved (if the audited annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statement for financial year 2019, showing the balance and calculation that proves liquidity ratio and positive equity.</li> <li>- If annual financial statement for financial year 2019 is not available yet, Tenderer shall submit other documents showing the annual financial turnover and values of the Tenderer for the financial year 2019.</li> <li>- If the Tenderer is a partnership, Tenderer shall indicate the member of the partnership on whose capacity it relies to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, including this information in the agreement of cooperation or letter of intent to enter into agreement or in any other similar document, signed by all parties involved and submits it along with the Proposal (please see Section 9 of the Regulations for detailed information).</li> <li>- If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of</li> </ul>



No	Requirement	Documents to be submitted
		resources to the Tenderer, signed between such entity and the Tenderer (please see Section 9 of the Regulations for detailed information).

#### 8.4. Technical and professional ability

##### 8.4.1. Requirements for the Part No 1 „Executive Search of Chief Executive Officer and Chief Technical Officer within European Union“.

No	Requirement	Documents to be submitted
8.4.1.1.	The Tenderer within the previous 5 (five) years (2015, 2016, 2017, 2018, 2019 including 2020 until the date of submission of the Proposal), has successfully provided Executive search services based on competence assessment for top level management (i.e. Head of the organization, Board member, Chief Executive Officer) with the materially similar methodology as stated in Technical Specification (Annex No 1.1) for large scale international/cross border organizations related to infrastructure and/or transport sector and by sourcing candidates in the area of European Union.	- Filled and signed Annex No 4 „Experience of the Tenderer“.
8.4.1.2.	In provision of recruitment services provided in-depth assessment of candidate’s competencies by a broad methodology that includes various tools such as analytical tasks, psychometric personality and/or ability tests, motivation and competence interviews.	- Filled and signed Annex No 4 „Experience of the Tenderer“.
8.4.1.3.	The Tenderer should propose for the provision of services a Project Manager.	
8.4.1.4.	<b>Project Manager</b> meeting the following requirements:	
	a) Bachelor’s degree or equivalent in business, psychology or management	- Filled in Annex No 5 „Experience of the Project Manager“ and signed by the Project Manager. - A certified copy of diploma proving relevant level of education.

No	Requirement	Documents to be submitted
	<p>science, human resource management;</p> <p>b) Within the previous 5 (five) years (2015, 2016, 2017, 2018, 2019 including 2020 until the date of submission of the Proposal) has obtained experience in 10 (ten) projects of the executive search services where provided recruitment of at least one top-level (Head of the organization, Chief Executive Officer, Board member) strategic management position in each project;</p> <p>c) Excellent knowledge of English (at least C1 Level verbal and presentation and written English language skills – based on Common European Framework of Reference for Languages).</p>	

**8.4.2. Requirements for the Part No 2 „Executive Search of Chief Financial Officer within Baltic states – Latvia, Lithuania, Estonia”.**

No	Requirement	Documents to be submitted
8.4.2.1.	<p>The Tenderer within the previous 5 (five) years (2015, 2016, 2017, 2018, 2019 including 2020 until the date of submission of the Proposal), has successfully provided Executive search services based on competence assessment for top level management (i.e. Head of the organization, Board member, Chief Executive Officer) with the materially similar methodology as stated in Technical Specification (Annex No 1.2) for large scale international/cross border organizations related to infrastructure and/or transport sector and by sourcing candidates in the area within Baltic states – Latvia, Lithuania, Estonia.</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 4 „Experience of the Tenderer”.</li> </ul>
8.4.2.2.	<p>In provision of recruitment services provided in-depth assessment of candidate’s competencies by a broad</p>	<ul style="list-style-type: none"> <li>- Filled and signed Annex No 4 „Experience of the Tenderer”.</li> </ul>

No	Requirement	Documents to be submitted
	methodology that includes various tools such as analytical tasks, psychometric personality and/or ability tests, motivation and competence interviews.	
8.4.2.3.	The Tenderer should propose for the provision of services a Project Manager.	
8.4.2.4.	<b>Project Manager</b> meeting the following requirements:	
	<ul style="list-style-type: none"> <li>a) Bachelor's degree or equivalent in business, psychology or management science, human resource management;</li> <li>b) Within the previous 5 (five) years (2015, 2016, 2017, 2018, 2019 including 2020 until the date of submission of the Proposal) has obtained experience in 10 (ten) projects of the executive search services where provided recruitment of at least one top-level (Head of the organization, Chief Executive Officer, Board member) strategic management position in each project;</li> <li>c) Excellent knowledge of English (at least C1 Level verbal and presentation and written English language skills – based on Common European Framework of Reference for Languages).</li> </ul>	<ul style="list-style-type: none"> <li>- Filled in Annex No 5 „Experience of the Project Manager” and signed by the Project Manager.</li> <li>- A certified copy of diploma proving relevant level of education.</li> </ul>

8.5. Information, provided in the Proposal to prove the compliance with above-mentioned requirements for Economic and financial standing (Section 8.3 of the Regulations), Technical and professional ability (Section 8.4 of the Regulations) 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 Regulations.

8.6. Notices and other documents mentioned in the Section 8.1 of the Regulations 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 mentioned in the Section 8.1 of the Regulations 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 notices and documents, if the issuer of the notice or document has not set shorter period of validity.

- 8.7. If the documents with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 8.1 of the Regulations 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 8.1 of the Regulations 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). Regarding all documents submitted based on an oath given under law (e.g. sworn-statements, declarations on oath etc.), the Tenderer must provide (indicate) legal grounds to law or enactment in accordance with such statements or declarations on oath have been given.
- 8.8. If the Tenderer complies with any of the exclusion grounds mentioned in Section 8.1 of the Regulations (except Section 8.1.2, 8.1.10 – 8.1.13 of the Regulations), the Tenderer indicates this fact in Annex No 2 "Application for participating in the Open competition".
- 8.9. The Tenderer to certify that it complies with the selection criteria for Tenderers may submit the European single procurement document (hereinafter - ESPD) as initial proof. This document must be submitted electronically and for each person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations, and for each of their indicated subcontractors the share of whose work is equal to or exceeds 10 % (ten percent) of the value of the Contract but if the Tenderer is a partnership – for each member thereof. To fill in the ESPD the Tenderer uses the "ESPD.xml" file at the Internet webpage <http://espd.eis.gov.lv/>.

## 9. RELIANCE ON THE CAPACITY OF OTHER PERSONS

- 9.1. For the fulfilment of the specific contract, to comply with the selection requirements for the Tenderers relating to the economic and financial standing and technical and professional capacity, Tenderer may rely on the capacity of other persons regardless of the legal nature of their mutual relationship. In this case:
  - 9.1.1. The Tenderer indicates in the Proposal all persons on whose capacity it relies by filling in the table which is attached as Annex No 6 "Entities on whose capabilities the tenderer relies to certify its compliance with qualification requirements" 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.
  - 9.1.2. 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 Tenderer will in fact use the resources of such person upon whose capacity it relies.
  - 9.1.3. The Contracting authority shall require joint and several liability for the execution of the Contract between the:

- 9.1.3.1. Tenderer and a person on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract;
  - 9.1.3.2. Each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying and who will be financially and economically responsible for fulfilment of the Contract.
- 9.2. The Contracting authority shall evaluate the person on whose capacity Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 8.1.1 - 8.1.8 and Section 8.1.12 - 8.1.13 of the Regulations. In case such person will comply with any of the exclusion grounds which are mentioned in Section 8.1.1- 8.1.8, 8.1.12 and 8.1.13 of the Regulations the Contracting authority shall request Tenderer to change such person. If the Tenderer shall not submit documents about another person which complies with the selection criteria within 10 (ten) Working Days from the date when the request was issued or sent to the Tender, the Contracting authority shall exclude such Tenderer from further participation in the Open competition.

## 10. SUBCONTRACTING

- 10.1. The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by filling in the table which is attached as Annex No 7 "Subcontractors".
- 10.2. 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 Section 8.1.2 – 8.1.8, 8.1.12 and Section 8.1.13 of the Regulations, the Contracting authority shall request Tenderer to change such subcontractor. If the Tenderer shall not submit documents about another subcontractor which complies with the selection criteria within 10 (ten) Working Days from the date when the request was issued or sent to the Tender, the Contracting authority shall exclude such Tenderer from further participation in the Open competition.

## 11. FINANCIAL PROPOSAL

- 11.1. The Financial proposal shall be submitted as part of Annex No 8.1 „Financial proposal for part no 1” and Annex No 8.2 „Financial proposal for part no 2” for each Part of open competition (Part No.1 and Part No.2) separately.
- 11.2. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the specific services, that can be reasonably estimated, except Value Added Tax (hereinafter – VAT).
- 11.3. Tenderer shall include any travel expenses (if any arise) in proposed contract price. Contracting authority won't additionally reimburse any travel expenses incurred by Tenderer during the provision of Services.
- 11.4. The costs shall be specified in EUR.
- 11.5. The costs must be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.
- 11.6. 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).

## 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-Tenders subsystem, filling the attached forms of the E-Tenders subsystem for 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 of E-Tenders subsystem with data protection tools provided by third parties, and protection with electronic key and password (in this situation, 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 by the Contracting authority).

12.2. During preparation of the Proposal, Tenderer shall respect the following requirements:

- 12.2.1. Each document mentioned in Section 12.3 of the Regulations must be filled separately, each in a separate electronic document in line with forms attached to Procurement on Contracting authority's profile in E-Tenders subsystem (<https://www.eis.gov.lv/Procurement/33722>) in a Microsoft Office 2010 (or later) format and attached to the Procurement;
- 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, Financial proposal and other documents separately. Proposal (its parts, if signed separately) are signed by authorized person, including authorization document (e.g. power of attorney).

12.3. Proposal shall contain the following parts and documents/forms:

- 12.3.1. Application for participating in the Open competition in accordance with Annex No 2;
- 12.3.2. Financial proposal in accordance with Annex No 8.1 and Annex No 8.2;
- 12.3.3. Confirmation of Tenderers financial standing in accordance with Annex No 3;
- 12.3.4. Description of the Tenderers experience (prepared in accordance with requirements set in Section 8.4.1 and/or Section 8.4.2 of Regulation) and related documents (references etc);
- 12.3.5. Description of the Experience of the Project Manager (prepared in accordance with requirements set in Section 8.4.1.4 and/or 8.4.2.4 of Regulation and Annex No 5);
- 12.3.6. Information and documents related to persons on whose capabilities the Tenderer relies to certify its compliance with qualification requirements (prepared in accordance with requirements set in Section 8 and 9 and Annex No 6) and signed cooperation agreement (letter of intention or any other similar documents);
- 12.3.7. Technical Proposal (prepared in accordance with requirements set in Section 18.3);
- 12.3.8. Proof of Tenderers representation or authorisation (e.g. power of attorney or registration certificate) and stating the authorisations to sign, submit and otherwise manage the proposal (in accordance with requirements set in Section 8);
- 12.3.9. For a company registered outside Latvia, 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 abilities a Tenderer relies, or subcontractor. If the

Tenderer, or a member of a partnership, or a person on whose abilities a Tender relies, or subcontractor submits a power of attorney there shall be additionally submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) (in accordance with requirements set in Section 8);

12.3.10. The Tenderer in order to certify that it complies with the selection criteria indicated in Section 8 of Regulation, may submit the European single procurement document as initial proof. This document must be submitted electronically, and for each person upon whose capabilities the Tenderer relies, and for each of their indicated subcontractors, the share of whose work is equal to or exceeds 10% (ten percent) 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 <http://espd.eis.gov.lv> (*Electronical procurement system Latvia*).

- 12.4. 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 Tenderer shall submit only such original documents which have legal force. For the document to gain legal force it must be issued and formatted in accordance with the Law on Legal Force of Documents of the Republic of Latvia (<https://likumi.lv/ta/en/id/210205-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 of the Republic of Latvia (<https://likumi.lv/ta/en/en/id/155411-document-legalisation-law>). Public documents issued abroad can be self-approved by the Tenderer, if it is applicable by the legislation of the respective country. When submitting the Proposal, the Tenderer has the right to certify the correctness of all submitted documents’ derivatives and translations with one certification.
- 12.5. The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in this Open competition.
- 12.6. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available at <https://www.eis.gov.lv/Procurement/33722>.
- 12.7. The Proposal must be submitted in a written form in English or Latvian (if submitted in Latvian, translation in English of the Proposal must be provided together with the Proposal).

### 13. ENCRYPTION OF THE PROPOSAL INFORMATION

- 13.1. E-Tenders system which is a 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 12.1.3 of the Regulations), Tenderer must provide the Procurement commission with the electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after the deadline of the Proposal submission.

### 14. SUBMISSION OF A PROPOSAL

- 14.1. The Proposal (documents referred to in the Section 12.3 of the Regulations) shall be submitted electronically using the E-Tenders system available at <https://www.eis.gov.lv/Procurement33722>  
**by 23 March 2020 till 15:00 o'clock (Time Zone EEST (Eastern European Wintertime), Riga (Latvia)).**
- 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 E-Tenders system.

- 14.3. Only Proposals submitted via E-Tenders system will be accepted and evaluated for participation in the Open competition. Any Proposal submitted outside the E-Tenders system will be declared as submitted in a non-compliant manner and will not participate in the Open competition.

## 15. OPENING OF PROPOSALS

- 15.1. The Proposals will be opened on the E-Tenders system on **23 March 2020 starting at 15:00 o'clock (Time Zone EEST (Eastern European Wintertime), Riga (Latvia))** during the opening session. On the E-Tenders system it is possible to follow the opening of submitted Proposals online.
- 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 (excluding confidential information) shall be published in the E-Tenders system.
- 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 on E-Tenders system and Contracting authority's webpage.

## 16. VERIFICATION OF PROPOSALS FOR COMPLIANCE

- 16.1. Following of the opening of Proposals Procurement commission shall proceed with the verification of compliance of Proposals received and opened in accordance with the opening procedure.
- 16.2. The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in Section 12 of the Regulations and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.
- 16.3. In accordance with Paragraph 16 of the Cabinet regulations No 107 of 28 February 2017 "Procedure of Procurement Procedures and Design Contests" Procurement Commission is entitled to carry out the eligibility check only to the Tenderer to whom the procurement contract should be awarded.

## 17. VERIFICATION OF FINANCIAL PROPOSALS

- 17.1. The Procurement commission verifies whether Tenderers have completed Annex No 8.1 and Annex No 8.2. "Financial proposal" in accordance with the requirements.
- 17.2. 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.
- 17.3. The Procurement commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial proposal.
- 17.4. When evaluating the Financial proposal, Procurement commission takes corrections into account.
- 17.5. 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 to ascertain the objectivity of the Financial proposal and whether an abnormally low Proposal has been submitted.



## 18. CONTRACT AWARD CRITERIA (RELEVANT FOR BOTH PROCUREMENT PARTS)

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

No	Evaluation criteria	Maximal amount of points
1.	<b>Financial proposal</b> , which will be evaluated in accordance with Section 18.8 and 18.9 of the Regulations.	60
2.	<b>Technical proposal</b> , which will be evaluated in accordance with Section 18.7 of the Regulations.	40
<b>Total:</b>		<b>100</b>

- 18.3. When assessing the criterion „Technical proposal”, the Procurement commission shall consider Tenderer’s proposed approach to service provision. This description should be no longer than 8 (eight) pages and cover at least the following main chapters:
- 18.3.1. Understanding requirements of the tender;
- 18.3.2. Proposed methodology for carrying out services;
- 18.3.3. Organization of the work, resources (including information about a team of specialists as considered necessary to carry out the required executive search services) and submission of the deliverables.
- 18.4. Technical proposals have to be submitted for each of the parts (Part No 1 and Part No 2) separately.
- 18.5. The Procurement Commission shall sum up the points for each Tenderer and the Contract shall be awarded to the Tenderer whose Proposal obtains the highest scores.
- 18.6. In case several Tenderers will obtain equal number of points, the procurement Commission will invite representatives of those 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.
- 18.7. **Evaluation of the quality of the Technical Proposal (relevant for both procurement parts)**
- 18.7.1. The Quality of the Technical Proposal will be evaluated against the following criteria:

No	Criteria	Points
1.	<b>Outstanding level of detail</b> The Tenderer has produced a clear, structured and well-argued description of their technical proposal. It includes the necessary	40

No	Criteria	Points
	<p>information as described in Section 18.3 and proposes application of in-depth candidate assessment methods. The Tenderer proposes an innovative approach to the recruitment process in line with the best industry practices.</p> <p>The technical proposal includes a clear description of the planned cooperation and communication with the Company as well as reporting process.</p> <p>The Tenderer has provided a detailed timeline (Gantt Chart) for the implementation of the Executive search services with milestones and dates of deliverables clearly shown.</p> <p>The technical proposal provides clear description and evidence of the Tenderer's conformity to each of the requirements and their ability to perform all tasks contained within the role. Demonstrates professional ability and experience to provide search in the designated search area.</p>	
<p><b>2.</b></p>	<p><b>Good level of detail</b></p> <p>The Tenderer has produced a clear, structured and reasonable description of their proposal, including the necessary information contained in Section 18.3 and provides adequate candidate assessment methods.</p> <p>The Tenderer has provided a detailed timeline (Gantt Chart) for the implementation of the Executive search services with milestones and dates of deliverables clearly shown.</p> <p>The executive search proposal provides clear description and evidences of the Tenderers conformity to each of requirements and their ability to perform all tasks contained within the role. Demonstrates professional ability and experience to provide search in the designated search area.</p>	<p>30</p>
<p><b>3.</b></p>	<p><b>Low level of detail</b></p> <p>The Tenderer description of technical proposal and proposed approach for working with the Contracting Authority in it is vague and unclear, but includes the necessary information contained in Section 18.3.</p> <p>The Tenderer has produced a minimum description of executive search without any details. Key milestones are described very general and timeline consist of only few most important stages of executive search. Recruitment stages, channels and methods are only indicated but not described.</p> <p>There is no clear plan how communications with the Company will be carried out.</p>	<p>20</p>

No	Criteria	Points
4.	<p><b>Insufficient<sup>5</sup> level of details</b></p> <p>The Tenderer has failed to produce sufficient information and evidence to demonstrate its understanding of the requirements of the Technical Specification.</p> <p>The Tenderers technical proposal doesn't include the necessary information contained in Section 18.3 or includes it partly fails to clearly describe the process, miles stones and employed methods and methodology. There is no plan as to how communications with the Company will be carried out.</p> <p>A detailed description of their conformity to each of the categories has not been provided and it is unclear if staff will be able to perform all tasks contained within a role.</p> <p>If Tenderers technical proposal shall obtain Insufficient level of details proposal shall be considered as incompliant and will be rejected.</p>	0

18.7.2. The Procurement Commission shall obtain the final score for each Technical Proposal in this criterion by summing up all points scored by the Procurement Commission members for the Technical Proposal in this criterion and dividing the sum with the number of members of the Procurement Commission which participated in the evaluation of the Technical Proposals. The result shall comprise the points for the Technical Proposal for the purposes of Section 18.3.

18.8. **Evaluation of the Financial Proposal (relevant for procurement Part No. 1 „Executive Search of Chief Executive Officer and Chief Technical Officer within European Union“)**

18.8.1. The Proposal selection criterion is the most economically advantageous proposal, according to the evaluation methodology described in this Section below.

18.8.2. The economically most advantageous proposal shall be the Proposal which will receive the highest sum of scores for the following criteria:

No	Services	Maximal amount of points	Calculation methodology
1.	Member of the management Board / Chief Technical Officer	30	$Points = \frac{\text{Lowest proposed price from the compliant proposals}}{\text{Tenderers proposed price}} \times 30$

<sup>5</sup> **Insufficient** here and elsewhere means a description, which partly meets the required quality and performance set out in the Regulations in some areas but with some major issues negatively deviating from the Technical specification and very limited or no additional analysis or substantiation including by considering the tasks of this project.

2.	Chairman of the Management Board / Chief Executive Officer	30	$Points = \frac{\text{Lowest proposed price from the compliant proposals}}{\text{Tenderers proposed price}} \times 30$
Total		60	

- 18.8.3. The procurement commission shall estimate the final score for each financial proposal by summing up all points received for the financial proposal.
- 18.8.4. The Contract shall be awarded to the Tenderer whose Proposal receives the highest score.
- 18.9. **Evaluation of the Financial Proposal (relevant for procurement Part No.2 „Executive Search of Chief Financial Officer within Baltic states – Latvia, Lithuania, Estonia”**
- 18.9.1. The Proposal selection criterion is the most economically advantageous proposal, according to the evaluation methodology described in this Section below.
- 18.9.2. The economically most advantageous proposal shall be the Proposal which will receive the highest sum of scores for the following criteria:

No	Services	Maximal amount of points	Calculation methodology
1.	Member of the Management Board / Chief Financial Officer	60	$Points = \frac{\text{Lowest proposed price from the compliant proposals}}{\text{Tenderers proposed price}} \times 30$
Total		60	

- 18.9.3. The procurement commission shall estimate the final score for each financial proposal by summing up all points received for the financial proposal.
- 18.9.4. The Contract shall be awarded to the Tenderer whose Proposal receives the highest score.

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

- 19.1. Prior to making the decision about assigning rights to conclude the Contract, Procurement commission performs a check regarding the existence of grounds of exclusion for Tenderers, members of a partnership (if the Tenderer is a partnership), persons on whose capacity Tenderer is relying to certify its compliance with the requirements and subcontractors.
- 19.2. 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 services is equal to or exceeds 10% of the Contract price or a person on whose capacity Tenderer is relying to certify its compliance with the requirements, have tax debts, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, Procurement

commission informs the Tenderer and sets a deadline – 10 (ten) days from the day of issuing or receiving information – for the submission of a statement evidencing absence of tax debt, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, on the last day of Proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract was made.

- 19.3. If the Tenderer fails to submit required evidence before the deadline, Procurement commission excludes the Tenderer from participation in the Open competition.
- 19.4. Change of persons on whose capacity Tenderer is relying to certify its compliance with the requirements or subcontractors whose share of services is equal to or exceeds 10% of the Contract price is performed in accordance with Sections 9.2 and 10.2 of the Regulations respectively.
- 19.5. In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 8.1 of the Regulations and has indicated this in the Proposal, upon Procurement commission's request 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, organizational or personnel measures, an assessment of a competent authority regarding the sufficiency of the implemented measures etc. The Procurement commission assesses such information. If the Procurement commission deems the measures taken to be sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the Open competition. If the measures taken are insufficient, Procurement commission makes the decision to exclude the Tenderer from further participation in the Open competition. If the Tenderer within the indicated time does not submit the requested information, Procurement commission excludes the Tenderer from participation in the Open competition.

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

- 20.1. The Procurement commission selects Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 18 of the Regulations.
- 20.2. Within 3 (three) Working Days from the date of decision about the Open competition results Procurement commission informs all Tenderers about the decision made by sending the information by post or electronically (including via the E-Tenders system) and keeping the evidence of the date and means of sending the information. The Procurement commission announces the name of the successful Tenderer, indicating:
  - 20.2.1. to the refused Tenderer - the reasons for refusing its Proposal;
  - 20.2.2. to the Tenderer who has submitted an eligible Proposal - the characterization of the successful Proposal and the relative advantages;
  - 20.2.3. the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.
- 20.3. If only 1 (one) Tenderer complies with all Tenderer selection requirements, Procurement commission prepares and includes in the Open competition 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, Procurement commission makes the decision to terminate the Procurement.

- 20.4. If the Procurement is terminated, Procurement commission within 3 (three) Working Days simultaneously informs all Tenderers about all the reasons because of which the Open competition is terminated and informs about the deadline within which a Tenderer may apply regarding the violations of the public procurement procedure to the Procurement Monitoring Bureau.
- 20.5. The Procurement commission when informing about the results has the right not to disclose specific/confidential information, if it may infringe upon public interests or if the Tenderer's legal commercial interests or the conditions of competition would be violated.
- 20.6. As soon as possible but not later than within 5 (five) Working Days from day when the decision about the results of the Open competition is taken, Procurement commission prepares a report on the Open competition and publishes it on the Contracting authority's profile in E-Tenders system's webpage <https://www.eis.gov.lv/Procurement/33722> and on Contracting authority's webpage <http://railbaltica.org/en/procurements>.
- 20.7. The selected Tenderer upon receiving the notification from Procurement commission must:**
- 20.7.1. within 5 (five) Working Days – to submit to the Contracting authority a copy of partnership agreement or notification regarding the establishment of the partnership, if required pursuant to requirements under Section 7.1.2.1 of the Regulations;
- 20.7.2. within 10 (ten) days upon receiving the invitation - to sign the Contract.
- 20.8. The Contract is concluded based on the selected Tenderer's Proposal and in accordance with Annex No 9 "Draft contract for the Part No 1 and/or Part No 2".
- 20.9. The Procurement commission has the right to choose the next most economically advantageous proposal, if the Tenderer in the time stipulated by the Regulations:
- 20.9.1. refuses to conclude a partnership contract or to establish the partnership in the cases and deadlines defined by the Regulations or in the cases and deadlines defined by the Regulations does not submit a copy of the partnership contract, or does not inform of the founding of a partnership company;
- 20.9.2. refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulations.
- 20.10. In any of such a case mentioned in Section 20.9 of the Regulations Procurement commission is entitled to terminate this Open competition without selecting any Proposal or to select the next most economically advantageous proposal. For either of these decisions a written decision must be made.
- 20.11. 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 or it does not comply with requirements set in the Section 20.7 of the Regulations, Procurement commission decides to terminate the Open competition without selecting any Proposal.

#### **ANNEXES:**

- 1.1. Technical specification for Part No 1 on 12 (twelve) pages;
- 1.2. Technical specification for Part No 2 on 9 (nine) pages;
2. Application form on 2 (two) pages;
3. Table „Confirmation of Financial standing” on 2 (two) pages;
4. Table „Experience of the Tenderer” on 1 (one) page;

5. Table „Experience of the Specialist on 2 (two) pages;
6. Table „Other entities on whose capacity Tenderer relies” on 1 (one) page;
7. Table „Subcontractors” on 1 (one) page;
- 8.1. Table „Financial proposal for Part No 1” on 1 (one) page;
- 8.2. Table „Financial proposal for Part No 2” on 1 (one) page;
9. Draft contract for Part No 1 and/or Part No 2 on 22 (twenty-two) pages.

**ANNEX NO 1.1: TECHNICAL SPECIFICATION**

**TECHNICAL SPECIFICATION FOR THE OPEN COMPETITION  
"Executive Search Services"  
(ID NO RBR 2020/2)**

PART NO 1 „Executive Search of Chief Executive Officer and Chief Technical Officer within European Union”



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

Riga  
2020



## 1. INTRODUCTION TO RAIL BALTICA

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

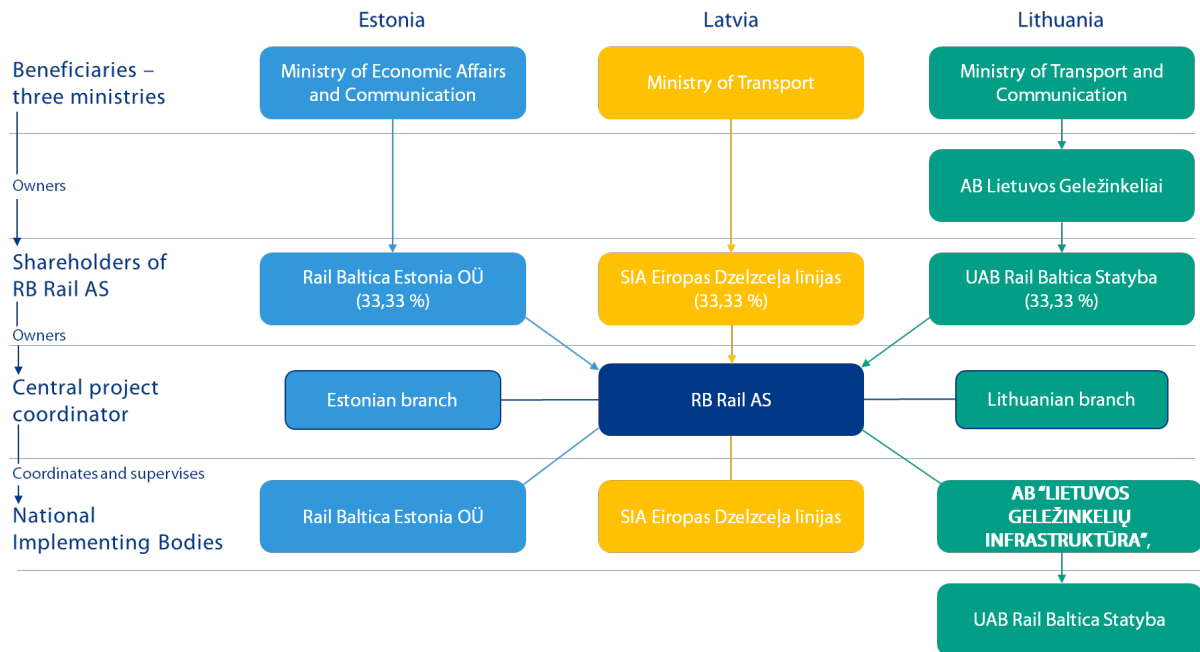
The ambitions of the Rail Baltica Global project (Global Project) are:

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

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

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

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



RBR together with governments of Estonia, Latvia and Lithuania (represented by the ministries in charge of transport policy) have applied for the CEF co-financing in 2015, 2016 and 2017 (three applications in total). The applications were successful and INEA grants are available to support the Global Project expenses.

Rail Baltica is a joint project of three EU Member States – Estonia, Latvia and Lithuania – and concerns the building of a fast conventional double-track 1435 mm gauge electrified and ERTMS equipped mixed use railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Panevėžys (LT), Kaunas (LT) to the Lithuania/Poland state border (including a Kaunas – Vilnius spur) with a design speed of 240km/h. In the longer term, the railway line could potentially be extended to include a fixed link between Helsinki and Tallinn, as well as integrate the railway link to Warsaw and beyond.

The expected core outcome of the Rail Baltica Global Project is a European gauge (1435mm) double-track railway line of almost 900 km in length meant for both passenger and freight transport and the required additional infrastructure (to ensure full operability of the railway). It will be interoperable with the TEN-T Network in the rest of Europe and competitive in terms of quality with other modes of transport in the region. The indicative timeline and phasing of the project implementation can be found here: <http://www.railbaltica.org/about-rail-baltica/project-timeline/>.

## 2. DELIVERY OF SERVICES

2.1. The Contractor shall carry out the executive search procedure within four (4) months from the receipt of the request of the Contracting Authority.

## 3. Tasks

The Contractor will be required to carry out the following tasks:

- a) source candidates in the respective search area for Part No 1 „Executive Search of Chief Executive Officer and Chief Technical Officer within European Union”, to create a long list of 20 candidates per each position, send to the Supervisory Board’s Human Resource

Committee (SB HRC) for selection of priority candidates for approaching and evaluating each candidate's qualifications, interest and availability;

- b) Create a pre-shortlist of 9 candidates per position and perform matrix evaluation, report to RB Rail AS SB HRC the progress and findings;
- c) create shortlist with 4 candidates per each position, ensure that the candidates have the right to live and work in the EU;
- d) present shortlisted candidates to SB HRC with the following written documentation: résumé and appraisal of candidate according to the position's profile, reference check report;
- e) organise interviews with the shortlisted candidates with the Supervisory Boards Human Resource Committee and the final interviews with the Supervisory Board;
- f) gather at least two references for the selected candidate for each position;
- g) lead the process of employment contract negotiation;
- h) search process follow up – the contractor maintains regular contact with the candidates until the final selection and signing of the agreement.

#### 4. Methodology

- 4.1. Direct search, networking, own proprietary base;
- 4.2. Centralized evaluation method – preferably matrix evaluation carried out by head office of the contractor;
- 4.3. Candidates have to conform to the requirements stipulated in the respective job profile for each position.

#### 5. WARRANTY PERIOD

Contractor shall provide RB Rail AS with a service guarantee valid for a period of 12 months since appointment of the selected candidate to select another candidate without additional charge in case: (a) the selected candidate fails to sign the service agreement, (b) the selected candidate terminates the service contract, or (c) RB Rail AS Supervisory Board decides to terminate the service agreement with the selected candidate due to under-performance or breach of the service agreement.

#### 1. POSITION

Title	Chairman of the Management Board / Chief Executive Officer (hereinafter – the CEO)
Company	RB Rail AS
Role description	<p>Jointly with other Management Board members the CEO will take full responsibility for RB Rail AS day-to-day management in line with the applicable legislative acts, Shareholders' Agreement, statutes, Management Board Regulations, strategy and corporate targets as approved by the Supervisory Board as well as binding agreements.</p> <p>The CEO will manage RB Rail AS activities within the Rail Baltica project by providing leadership to the Management Board and staff.</p>

	<p>The Chairman of the Management Board shall perform the function of the Chief Executive Officer as per the Organizational structure.</p>
<p>Key Tasks and Responsibilities</p>	<p>General management of RB Rail AS operations jointly with other Management Board members.</p> <p>Maintaining relations with the national governments and institutions, European Union agencies, the so-called project beneficiaries and implementing bodies as well as other stakeholders.</p> <p>Establishing and implementation of good corporate governance practices and procedures, promoting the highest standards of integrity and transparency throughout the company and project community.</p> <p>Performing strategic stakeholder consultations with a view of developing the strategy and long-term corporate goals in line with the Global Project's master plan, financing and other agreements.</p> <p>Promoting effective goal-oriented relationships and open communication and creating an environment that allows constructive debates and challenges, both inside and outside the Management Board meetings, allowing to align and effectively execute decisions.</p> <p>Planning, developing and ensuring effective implementation of activities entrusted to RB Rail AS by the project beneficiaries and implementing bodies in the project countries.</p> <p>Acting as the company's leading representative promoting the organization to local, regional, national, and international community with engaging communication, commitment and cogency.</p> <p>Coordinating cross-border matters and interests between member countries, consensus building and sustaining relationships, as well as coordinating constant communication with the public about the project's progress.</p> <p>Overseeing and controlling of project development processes including evaluation of execution and financial performance.</p> <p>Reporting to the Supervisory Board and shareholders, national governments, European Union agencies as well as state and EU audit institutions.</p> <p>Cooperating with public and non-governmental organizations and media.</p> <p>Supervising of transparent public procurement tenders.</p> <p>Ensuring that RB Rail's operations fully comply with the EU and Latvian laws and regulations in the respective field of business, incl. ensuring full compliance with all the Latvian tax laws and accounting standards.</p>
<p>Challenges</p>	<p>Managing a unique, pan-Baltic infrastructure megaproject with extensive European Union investment.</p>

	<p>Facilitating consensus between stakeholders regarding strategy on planning, designing and construction phases and processes.</p> <p>Organising RB Rail AS engagement with governments of the Baltic States and key external influencers.</p> <p>Assuring the full coordination, alignment and common understanding with the project beneficiaries, implementing bodies and RB Rail shareholders as well as maintaining a “one voice” approach towards European Union institutions, incl., European Commission, DG Move and INEA.</p> <p>Facing a complex and changing environment.</p>
Position in the organization	The CEO is elected by and reports to the Supervisory Board.
Dimension of the position	<p>The Rail Baltica is an infrastructure megaproject and therefore is extraordinary in scope and complexity, the expected investment is about 5.8 billion EUR. RB Rail AS is a special purpose joint venture indirectly owned by the three Baltic States. RB Rail As task is to manage a cross-border railway infrastructure designing and construction project to create a new economic corridor that ultimately will be judged by future generations.</p> <p>The CEO is responsible for the global Rail Baltica project coordination and project delivery.</p>
Location	RB Rail AS head office is located in Riga, Latvia with branches registered in Lithuania and Estonia.
Timing issues	Immediate

## 2. PERSON

Education	Master degree with specialization in Economics, Finance, Business Administration, Engineering or other relevant science. Project Management Professional education / certification would be considered an advantage.
Language skills	Candidate should be fluent in business English and knowledge of one of the Baltic languages would be considered an advantage.
Previous experience	<p>Internationally experienced senior executive level business manager and a team-leader able to cope with the multinational, multilingual and multicultural nature of the joint venture.</p> <p>The ideal candidate will have held a senior executive position in a company or organisation delivering a major high-speed rail construction project.</p>

	<p>Strong knowledge of Program/Project Management methodologies, tools and processes.</p> <p>Knowledgeable in large infrastructure object construction, financing and management matters.</p> <p>Previous experience in large company/strategic development project general management (including administration, regulatory and finance matters).</p> <p>Big scale cross-border development project management experience would be an advantage.</p> <p>Public Affairs and public relations experience.</p> <p>Public utilities, services or infrastructure industry experience would be an advantage.</p>
Competencies / skills required	<p>Ability to overcome various business, political and cultural challenges of the project and ability to deal with risk, uncertainty and complexity.</p> <p>Project management skills.</p> <p>Leadership skills.</p> <p>Analytical ability.</p> <p>Decision-making competence.</p> <p>Foresight and prudence.</p> <p>Structured and result oriented.</p> <p>Skilled in establishing good internal and external relationships.</p> <p>Ability to demonstrate commitment.</p> <p>Long-term strategic planning and envisioning.</p> <p>Competence and capability to implement strategy.</p> <p>Ability to cooperate with variety of stakeholders and political constraints.</p> <p>High ethical standards, honesty and impeccable personal and business reputation.</p> <p>Driven to manage and lead changes.</p> <p>An understanding of the underlying spirit of public service.</p> <p>An understanding of the significance of the Rail Baltica project.</p> <p>Ability to deal with bureaucracy and red-tapes.</p> <p>Strong team orientation.</p> <p>Trusted, credible partner.</p>
Exclusion grounds	<p>The following persons shall not be accepted:</p> <p>(i) persons whose acts or omissions have resulted in the bankruptcy or compulsory liquidation of a company; or the revocation of the activity license of a company; or</p> <p>(ii) persons who are or have been subject to personal bankruptcy proceedings within the last 7 years; or</p>

	<p>(iii) persons whose activities have shown that they are not capable of organizing the management of a company in such a manner that the interests of the shareholders, members, creditors and clients of the company are sufficiently protected; or</p> <p>(vi) persons who have or who represent economic interests which are in conflict or potentially might create a conflict of interest in accordance with applicable laws. For avoidance of doubt, the parties agree that being a member of the management board or a member of the supervisory board or employee of the national infrastructure managers, as well as holding any position in the national ministries shall not be deemed a conflict of interest; or</p> <p>(vii) persons who have been punished for a wilful criminal act, an economic offence, official misconduct or offence against property or offence against public trust.</p>
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### 3. POSITION

Title	Member of the Management Board / Chief Technical Officer (hereinafter – the CTO)
Company	RB Rail AS
Role description	<p>Jointly with other Management Board members the CTO will take full responsibility for RB Rail AS day-to-day management in line with the applicable legislative acts, Shareholders’ Agreement, statutes, Management Board Regulations, strategy and corporate targets as approved by the Supervisory Board as well as binding agreements.</p> <p>Management Board member shall perform the function of the CTO as per the Organizational structure.</p> <p>The CTO will manage all technical aspects of the global Rail Baltica project in cooperation with national beneficiaries, implementing bodies and key external stakeholders. Will be responsible for technical aspects of studies, design and construction of the high-speed railway line. Will manage the technical requirements for the Project and carry out reviews to ensure the construction adheres to the requirements.</p>
Key Tasks and Responsibilities	<p>The CTO shall have the following specific Tasks and Responsibilities:</p> <ul style="list-style-type: none"> <li>• Plan, develop and manage all technical aspects of the global Rail Baltica project and advise on most desirable and cost-effective solution.</li> <li>• Organise and structure the Technical Department to cope with all aspects and challenges at all stages of the Project. Lead and manage the personnel of the Technical Department.</li> <li>• To set project design and construction standards and procedures, considering interoperability, engineering specifications, environmental issues, safety and security, future operability and asset management, to select and</li> </ul>

	<p>implement a unified software solution, modelling of railway operations, apply innovative solutions.</p> <ul style="list-style-type: none"> <li>• To perform checks and audits on the adherence to the standards set in the Design Guidelines (Program Management Division and national implementing bodies).</li> <li>• Research, establish and integrate new technologies to advance the success of the project development.</li> <li>• Ensure railway interoperability and long-term sustainability.</li> <li>• Evaluate and ensure technical part of project development in compliance with technical standards, requirements and policies.</li> <li>• Cooperate with national, and international stakeholders and communicate with internal and external project developers.</li> <li>• Coordinate technical aspects of the cross-border matters and interests, build consensus and sustainable relationships.</li> </ul> <p>The CTO shall have the following Management Board member Tasks and Responsibilities:</p> <ul style="list-style-type: none"> <li>• Act as part of the Management Board with its relevant competencies and joint responsibilities.</li> <li>• Support the CEO in the development of the company's strategy, incl., but not limited to technical matters, functions of business units reporting to the CTO.</li> <li>• Perform strategic stakeholder consultations with a view of developing the strategy and long-term corporate goals in line with the Global Project's master plan, financing and other agreements.</li> <li>• Promote effective goal-oriented relationships and open communication and creating an environment that allows constructive debates and challenges, both inside and outside the Management Board meetings, allowing to align and effectively execute decisions.</li> <li>• Plan, develop and ensure effective implementation of activities entrusted to RB Rail AS by the project beneficiaries and implementing bodies in the project countries.</li> <li>• Coordinate cross-border matters and interests between member countries, consensus building and sustaining relationships, as well as coordinating constant communication with the public about the project's progress.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Oversee and control project development processes including evaluation of execution and financial performance.</li> <li>• Report to the Supervisory Board and shareholders, national governments, European Union agencies as well as state and EU audit institutions.</li> <li>• Cooperate with public and non-governmental organizations and media.</li> <li>• Supervise transparent public procurement tenders.</li> <li>• Ensure that RB Rail's operations fully comply with the EU and Latvian laws and regulations in the respective field of business, incl. ensuring full compliance with all the Latvian tax laws and accounting standards.</li> </ul>
Challenges	<p>Managing a unique, pan-Baltic infrastructure megaproject with extensive European Union investment.</p> <p>Facilitating consensus between stakeholders regarding strategy on planning, designing and construction phases and processes.</p> <p>Organising RB Rail AS engagement with governments of the Baltic States and key external influencers.</p> <p>Assuring the full coordination, alignment and common understanding with the project beneficiaries, implementing bodies and RB Rail shareholders as well as maintaining a "one voice" approach towards European Union institutions, incl. European Commission, DG Move and INEA.</p> <p>Facing a complex and changing environment.</p>
Position in the organization	The CTO is elected by and reports to the Supervisory Board and the CEO.
Dimension of the position	<p>The Rail Baltica is an infrastructure megaproject and therefore is extraordinary in scope and complexity, the expected investment is about 5.8 billion EUR. RB Rail AS is a special purpose joint venture indirectly owned by the three Baltic States. RB Rail As task is to manage a cross-border railway infrastructure designing and construction project to create a new economic corridor that ultimately will be judged by future generations.</p> <p>The CTO is responsible for the global Rail Baltica project coordination and project delivery.</p>
Location	RB Rail AS head office is located in Riga, Latvia with branches registered in Lithuania and Estonia.
Timing issues	Immediate

#### 4. PERSON

Education	Master degree with specialization in Civil Works, Railway Engineering or other relevant technical science. Project
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	Management Professional education / certification would be considered an advantage.
Language skills	Candidate should be fluent in business English and knowledge of one of the Baltic languages would be considered an advantage.
Previous experience	<p>Internationally experienced senior executive level business manager and a team-leader able to cope with the multinational, multilingual and multicultural nature of the joint venture.</p> <p>The ideal candidate will have held a senior executive position in a company or organisation delivering a major high-speed rail construction or re-construction project.</p> <p>Effective practice of EU regulations in railway design and construction.</p> <p>Full understanding of railway complexity, interface and interworking of all components.</p> <p>Civil work engineer (preferably), with experience in alignment, geotechnics, construction of linear infrastructure.</p> <p>Knowledge of railway systems and interface management: track, electrification, signalling, telecoms.</p> <p>Experience in planning of significant railway infrastructure construction and /or reconstruction / modernization of existing railway in operation.</p> <p>Understanding of railway operation and maintenance requirements.</p> <p>Technical management experience in project-based organisation.</p> <p>Experience in management of complex internal and external stakeholder networks.</p>
Competencies / skills required	<ul style="list-style-type: none"> <li>• Ability to overcome various business, political and cultural challenges of the project and ability to deal with risk, uncertainty and complexity.</li> <li>• Outstanding organizational abilities, ability to manage multicultural, multi-technical and decentralized team, to operate effectively in a diverse community.</li> <li>• Project management skills</li> <li>• Leadership skills</li> <li>• Capacity of reorganizing the technical team according Project progress.</li> <li>• Leadership skills.</li> <li>• Skilled in establishing good internal and external relationships;</li> </ul>

	<ul style="list-style-type: none"> <li>• Able to benchmark and apply best practices of large infrastructure projects and organizations.</li> <li>• Thinks creatively about problems and issues. Champions innovation to improve business performance.</li> <li>• Long-term strategic planning and envisioning.</li> <li>• Competence and capability to implement strategy.</li> <li>• Analytical and conceptual thinking ability.</li> <li>• Decision-making competence.</li> <li>• Foresight and prudence.</li> <li>• Structured and result oriented mindset.</li> <li>• Ability to demonstrate commitment.</li> <li>• Ability to cooperate with multiple stakeholders.</li> <li>• Ability to overcome various business, political and cultural challenges of the project and deal with risk, uncertainty and complexity.</li> <li>• High ethical standards, honesty and impeccable personal and business reputation.</li> <li>• Understanding of the significance of the Rail Baltica project;</li> <li>• Trusted, credible partner.</li> </ul>
Exclusion grounds	<p>The following persons shall not be accepted:</p> <p>(i) persons whose acts or omissions have resulted in the bankruptcy or compulsory liquidation of a company; or the revocation of the activity license of a company; or</p> <p>(ii) persons who are or have been subject to personal bankruptcy proceedings within the last 7 years; or</p> <p>(iii) persons whose activities have shown that they are not capable of organizing the management of a company in such a manner that the interests of the shareholders, members, creditors and clients of the company are sufficiently protected; or</p> <p>(vi) persons who have or who represent economic interests which are in conflict or potentially might create a conflict of interest in accordance with applicable laws. For avoidance of doubt, the parties agree that being a member of the management board or a member of the supervisory board or employee of the national infrastructure managers, as well as holding any position in the national ministries shall not be deemed a conflict of interest; or</p> <p>(vii) persons who have been punished for a wilful criminal act, an economic offence, official misconduct or offence against property or offence against public trust.</p>

## ANNEX NO 1.2: TECHNICAL SPECIFICATION

### TECHNICAL SPECIFICATION FOR THE OPEN COMPETITION "Executive Search Services" (ID NO RBR 2020/2)

PART NO 2 „Executive Search of Chief Financial Officer within Baltic states – Latvia, Lithuania, Estonia”



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

Riga  
2020

## 5. INTRODUCTION TO RAIL BALTICA

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

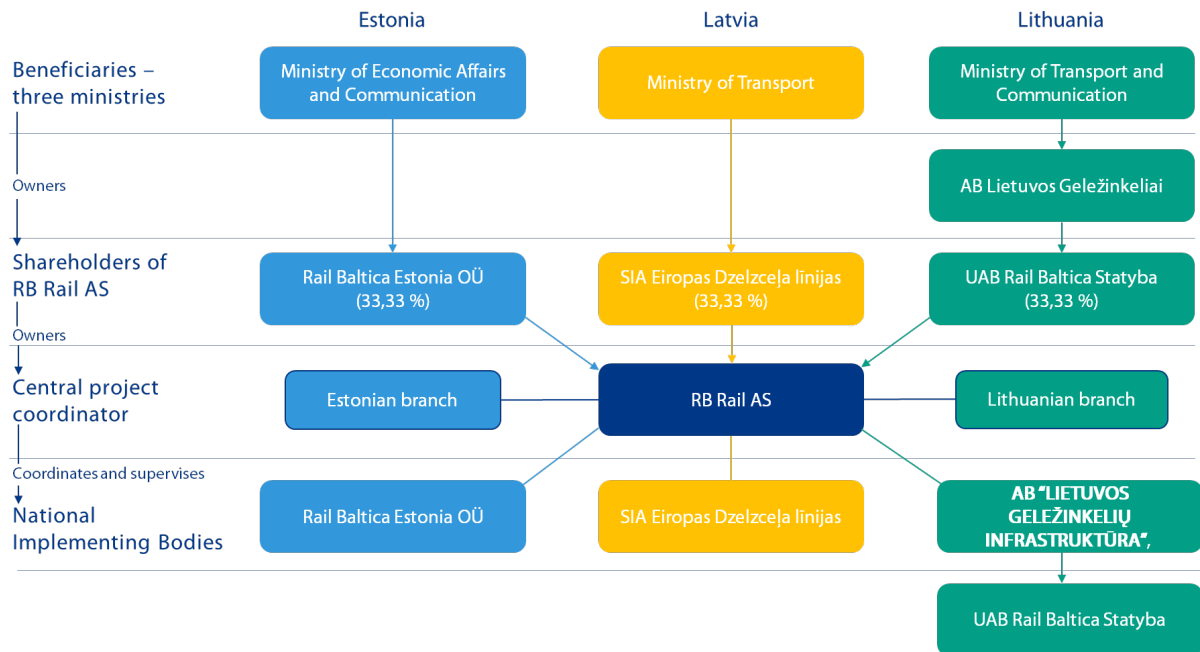
The ambitions of the Rail Baltica Global project (Global Project) are:

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

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

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

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



RBR together with governments of Estonia, Latvia and Lithuania (represented by the ministries in charge of transport policy) have applied for the CEF co-financing in 2015, 2016 and 2017 (three applications in total). The applications were successful and INEA grants are available to support the Global Project expenses.

Rail Baltica is a joint project of three EU Member States – Estonia, Latvia and Lithuania – and concerns the building of a fast conventional double-track 1435 mm gauge electrified and ERTMS equipped mixed use railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Panevėžys (LT), Kaunas (LT) to the Lithuania/Poland state border (including a Kaunas – Vilnius spur) with a design speed of 240km/h. In the longer term, the railway line could potentially be extended to include a fixed link between Helsinki and Tallinn, as well as integrate the railway link to Warsaw and beyond.

The expected core outcome of the Rail Baltica Global Project is a European gauge (1435mm) double-track railway line of almost 900 km in length meant for both passenger and freight transport and the required additional infrastructure (to ensure full operability of the railway). It will be interoperable with the TEN-T Network in the rest of Europe and competitive in terms of quality with other modes of transport in the region. The indicative timeline and phasing of the project implementation can be found here: <http://www.railbaltica.org/about-rail-baltica/project-timeline/>.

## 6. DELIVERY OF SERVICES

6.1. The Contractor shall carry out the executive services procedure within four (4) months from receipt of the request of the Contracting Authority.

## 7. TASKS

The Contractor will be required to carry out the following tasks:

- a) source candidates in the respective search area for Part No 2 „Executive Search of Chief Financial Officer within Baltic states – Latvia, Lithuania, Estonia”, to create a long list of 20 candidates per each position, send to the Supervisory Board’s Human Resource Committee

(SB HRC) for selection of priority candidates for approaching and evaluating each candidate's qualifications, interest and availability;

- b) Create a pre-shortlist of 9 candidates per position and perform matrix evaluation, report to RB Rail AS SB HRC the progress and findings;
- c) create shortlist with 4 candidates per each position, ensure that the candidates have the right to live and work in the EU;
- d) present shortlisted candidates to SB HRC with the following written documentation: résumé and appraisal of candidate according to the position's profile, reference check report;
- e) organise interviews with the shortlisted candidates with the Supervisory Boards Human Resource Committee and the final interviews with the Supervisory Board;
- f) gather at least two references for the selected candidate for each position;
- g) lead the process of employment contract negotiation;
- h) search process follow up – the contractor maintains regular contact with the candidates until the final selection and signing of the agreement.

## 8. METHODOLOGY

- 8.1. Direct search, networking, own proprietary base;
- 8.2. Centralized evaluation method – preferably matrix evaluation carried out by head office of the contractor;
- 8.3. Candidates have to conform to the requirements stipulated in the respective job profile for each position.

## 9. WARRANTY PERIOD

Contractor shall provide RB Rail AS with a service guarantee valid for a period of 12 months since appointment of the selected candidate to select another candidate without additional charge in case: (a) the selected candidate fails to sign the service agreement, (b) the selected candidate terminates the service contract, or (c) RB Rail AS Supervisory Board decides to terminate the service agreement with the selected candidate due to under-performance or breach of the service agreement.

## 10. POSITION

Title	Member of the Management Board / Chief Financial Officer (hereinafter – the CFO)
Company	RB Rail AS
Role description	<p>Jointly with other Management Board members the CFO will take full responsibility for RB Rail AS day-to-day management in line with the applicable legislative acts, Shareholders' Agreement, statutes, Management Board Regulations, strategy and corporate targets as approved by the Supervisory Board as well as binding agreements.</p> <p>Management Board member shall perform the function of the CFO as per the Organizational structure.</p>

	<p>The CFO will be in charge of finance operations of the company <i>and the Global Rail Baltica project</i>.</p> <p>The CFO is expected to facilitate securing the long and short-term financing for both the joint venture as well as the global Rail Baltica project and carefully manage the obtained financial funds in cooperation with the beneficiaries, implementing bodies and European Union agencies and other stakeholders.</p>
<p>Key Tasks and Responsibilities</p>	<p>The CFO shall have the following specific Tasks and Responsibilities:</p> <ul style="list-style-type: none"> <li>• Plan, develop, ensure and manage the finances of the global Rail Baltica megaproject development.</li> <li>• Institutional and multilateral corporate finance management and control including working capital management.</li> <li>• Cooperate with local, regional, national, and international stakeholders ensuring funding, transparent and clear financial flow.</li> <li>• Plan the project's financial operations, define risk areas and monitor frameworks of the regulations.</li> <li>• Coordinate financial aspects among stakeholders by building consensus and maintaining sustainable relationships. Maintain close cooperation with European Union institutions, national governments, implementing bodies, financial organizations, public organizations and media.</li> <li>• Lead and direct the following functions and/or business units:             <ul style="list-style-type: none"> <li>• Financial Planning and analysis</li> <li>• Global project and RB Rail Funding</li> <li>• Accounting and controlling</li> <li>• Reporting</li> <li>• Audit Management</li> </ul> </li> </ul> <p style="padding-left: 40px;">as per the Organisational Structure (subject to change).</p> <p>The CFO shall have the following Management Board member Tasks and Responsibilities:</p> <ul style="list-style-type: none"> <li>• Act as part of the Management Board with its relevant competencies and joint responsibilities.</li> <li>• Support the CEO in the development of the company's strategy, incl., but not limited to financial matters, functions of business units reporting to the CFO.</li> <li>• Perform strategic stakeholder consultations with a view of developing the strategy and long-term corporate goals in line with the Global Project's master plan, financing and other agreements.</li> <li>• Promote effective goal-oriented relationships and open communication and creating an environment that allows constructive debates and challenges, both inside and</li> </ul>



	<p>outside the Management Board meetings, allowing to align and effectively execute decisions.</p> <ul style="list-style-type: none"> <li>• Plan, develop and ensure effective implementation of activities entrusted to RB Rail AS by the project beneficiaries and implementing bodies in the project countries.</li> <li>• Coordinate cross-border matters and interests between member countries, consensus building and sustaining relationships, as well as coordinating constant communication with the public about the project's progress.</li> </ul>
Challenges	<p>Managing a unique, pan-Baltic infrastructure megaproject with extensive European Union investment.</p> <p>Facilitating consensus between stakeholders regarding strategy on planning, designing and construction phases and processes.</p> <p>Organising RB Rail AS engagement with governments of the Baltic States and key external influencers.</p> <p>Assuring the full coordination, alignment and common understanding with the project beneficiaries, implementing bodies and RB Rail shareholders as well as maintaining a "one voice" approach towards European Union institutions, incl., European Commission, DG Move and INEA.</p> <p>Facing a complex and changing environment.</p>
Position in the organization	The CFO is elected by and reports to the Supervisory Board and the CEO.
Dimension of the position	The Rail Baltica is an infrastructure megaproject and therefore is extraordinary in scope and complexity, the expected investment is about 5.8 billion EUR. RB Rail AS is a special purpose joint venture indirectly owned by the three Baltic States. RB Rail As task is to manage a cross-border railway infrastructure designing and construction project to create a new economic corridor that ultimately will be judged by future generations.
Location	RB Rail AS head office is located in Riga, Latvia with branches registered in Lithuania and Estonia.
Timing issues	From 1 <sup>st</sup> June 2020

## 11. PERSON

Education	Master's degree with specialization in Economics, Finance, Business Administration or other relevant science.
Language skills	Candidate should be fluent in business English and knowledge of one of the Baltic languages would be an advantage.

<p>Previous experience</p>	<p>Experienced senior executive level business manager and a team-leader able to cope with the multinational, multilingual and multicultural nature of the joint venture.</p> <p>The ideal candidate will have held a senior executive position in a large local or international company or organisation.</p> <p>Experience in financial planning and managing of large-scale project.</p> <p>Experience in preparation of European Union funds financing plans (CEF and others).</p> <p>Extensive stakeholder relation management experience on finance management matters including shareholder, state, regulatory, supplier, client and etc. at national and EU level would be an advantage.</p>
<p>Competencies / skills required</p>	<p>Ability to overcome various business, political and cultural challenges of the project and ability to deal with risk, uncertainty and complexity.</p> <p>Knowledge of large-scale project financial structuring and modelling.</p> <p>Corporate finance knowledge.</p> <p>CBA, business plan, EU grants preparation for proposals and EU grant management experience</p> <p>Project management skills</p> <p>Leadership skills</p> <p>Ability to overcome various business, political and cultural challenges of the project and deal with risk, uncertainty and complexity;</p> <p>Skilled in establishing good internal and external relationships;</p> <p>Ability to be a voice for the company regarding financial issues;</p> <p>Long-term strategic planning and envisioning;</p> <p>Competence and capability to implement strategy</p> <p>Analytical and conceptual thinking ability;</p> <p>Decision-making competence;</p> <p>Foresight and prudence;</p> <p>Structured and result oriented mindset;</p> <p>Ability to demonstrate commitment;</p> <p>Ability to cooperate with multiple stakeholders;</p> <p>High ethical standards, honesty and impeccable personal and business reputation;</p> <p>Understanding of the significance of the Rail Baltica project;</p> <p>Ability to deal with bureaucracy and red-tapes;</p>

	Trusted, credible partner.
Exclusion grounds	<p>The following persons shall not be accepted:</p> <ul style="list-style-type: none"> <li>(i) persons whose acts or omissions have resulted in the bankruptcy or compulsory liquidation of a company; or the revocation of the activity license of a company; or</li> <li>(ii) persons who are or have been subject to personal bankruptcy proceedings within the last 7 years; or</li> <li>(iii) persons whose activities have shown that they are not capable of organizing the management of a company in such a manner that the interests of the shareholders, members, creditors and clients of the company are sufficiently protected; or</li> <li>(vi) persons who have or who represent economic interests which are in conflict or potentially might create a conflict of interest in accordance with applicable laws. For avoidance of doubt, the parties agree that being a member of the management board or a member of the supervisory board or employee of the national infrastructure managers, as well as holding any position in the national ministries shall not be deemed a conflict of interest; or</li> <li>(vii) persons who have been punished for a wilful criminal act, an economic offence, official misconduct or offence against property or offence against public trust.</li> </ul>

**APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION  
"EXECUTIVE SEARCH SERVICES"  
(ID NO RBR 2020/2)**

[FORM OF THE TENDERERS COMPANY]

2020.\_\_\_\_\_.\_\_\_\_\_

<b>Name of the Tenderer or all members of the partnership</b>	
<b>Registration number of the Tenderer or all members of the partnership</b>	
<b>VAT payer registration number of the Tenderer or all members of the partnership</b>	
<b>Name, surname and position of the person authorized to represent the Tenderer or name of nominated representative (in case of established partnership)</b>	
<b>Legal address of the Tenderer or all members of the partnership</b>	
<b>Correspondence address of the Tenderer or all members of the partnership</b>	
<b>Bank of the Tenderer or all members of the partnership</b>	
<b>Bank code (SWIFT) of the Tenderer or all members of the partnership</b>	
<b>Bank account (IBAN) of the Tenderer or all members of the partnership</b>	
<b>Contact person and contact information of the Tenderer (name, surname, position, telephone number, e-mail)</b>	

By submitting the Proposal, the Tenderer hereby:

- Confirms participation in the Open competition "Executive Search Services", ID No RBR 2020/2 in a:<sup>6</sup>
  - Part No 1 „Executive Search of Chief Executive Officer and Chief Technical Officer within European Union”
  - Part No 2 „Executive Search of Chief Financial Officer within Baltic states – Latvia, Lithuania, Estonia”

<sup>6</sup> Please indicate by ticking relevant box/-es (Part No 1, Part No 2 or both parts) in which the Tenderer takes participation.

2. *(Only if applicable)*: Informs that the following entities and/or persons comply with the following exclusion grounds:

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

3. Confirms that, if the Tenderer will be awarded the Contract, Tenderer will provide the services in accordance with the requirements of the Annex No 1.1 "Technical specification for Part No 1" and/or Annex No 1.2 „Technical specification for Part No 2”.
4. Confirms that Regulations 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 Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations (Annex No 9 „Draft contract for the Part No 1 and/or Part No 2”).
5. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;
6. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the procurement process before entry into Contract on the grounds specified in the Regulations or the law;
7. Guarantees that all information and documents provided are true;
8. **Confirms<sup>7</sup> that meets the criteria of (please indicate by ticking relevant box):**
- a small       medium       other

sized enterprise<sup>8</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>9</sup>

Signature: \_\_\_\_\_

Date: [date of signing]

Name: [name of the representative of the Tenderer]

Position: [position of the representative of the Tenderer]

<sup>7</sup> Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

<sup>8</sup> The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal.

<sup>9</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 3: CONFIRMATION OF FINANCIAL STANDING**

**CONFIRMATION OF TENDERER’S FINANCIAL STANDING FOR THE OPEN COMPETITION  
“EXECUTIVE SEARCH SERVICES”  
(ID NO RBR 2020/2)**

**1. Section 8.3.1 of the Regulations**

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 the last 3 (three) financial years, i.e. 2017, 2018, 2019 is not less than:

- 1) than 350 000,00 EUR (three hundred fifty thousand euros and 00 cents) if the Tenderer applies for the Part No.1 „Executive Search of Chief Executive Officer and Chief Technical Officer within European Union“;
- 2) than 150 000,00 EUR (one hundred fifty thousand euros and 00 cents) if the Tenderer applies for the Part No.2 „Executive Search of Chief Financial Officer within Baltic states – Latvia, Lithuania, Estonia“.

If the Tenderer submits for both parts of the Procurement, the Tenderers or all members of the partnership together (if the Tenderer is a partnership), average financial turnover within the last 3 (three) years, i.e. 2017, 2018, 2019 is not less than 500 000,00 EUR (five hundred thousand euros).

In the event the average annual financial turnover of a limited partner of the limited partnership (within the meaning of the Commercial Law, Division X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.

In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer’s actual operation period.

No	Year	Total Turnover in EUR	Notes
The Tenderer or member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance (Section 8.3.1 of the Regulations) and who will be financially and economically responsible for fulfilment of the Contract or other entity on whose capacity Tenderer is relying (if the Tenderer is relying on other entity’s capacity) to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract:			
Name of the Tenderer/member of a partnership/other entity			
1.	2019		
2.	2018		
3.	2017		
<b>Average annual turnover</b> within the last 3 (three) financial years			

**2. Section 8.3.2 of the Regulations**

The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose financial and economic capabilities the partnership is relying and who shall be financially and economically responsible for fulfilment of the procurement contract or entity on whose financial and economic

capabilities the Tenderer is relying to certify its financial and economic performance and who shall be financially and economically responsible for fulfilment of the procurement contract shall have stable financial and economic performance, namely, in the last audited financial year liquidity ratio (*Current Assets divided by Short-term Liabilities*) shall be equal to or exceed 1 and shall have positive equity capital (*Total Assets minus Total Liabilities*).

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Name of the Tenderer/member of partnership/other entity

$$\text{liquidity ratio} = \frac{\text{current assets}}{\text{short - term liabilities}} = \underline{\hspace{2cm}}$$

$$\text{equity} = \text{total assets} - \text{total liabilities} = \underline{\hspace{2cm}}$$

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[date of signing]

---

[name and position of the representative of the Tenderer]

## ANNEX NO 4: EXPERIENCE OF THE TENDERER

### DESCRIPTION OF THE TENDERER'S EXPERIENCE FOR THE OPEN COMPETITION "EXECUTIVE SEARCH SERVICES" (ID NO RBR 2020/2)

The Tenderer is required to complete only the part of the Open competition in which Tenderer is taking part.

#### Part no 1 „Executive Search of Chief Executive Officer and Chief Technical Officer within European Union“.

##### Section 8.4.1.1 and 8.4.1.2 of the Regulations

No	Description of the services	Date of commencement and completion of services provided (experience obtained) (month/year – month/year)	Value of the project (EUR**, excl. VAT)	Name of the Contracting Authority (Client)	Contact information of Contracting Authority (Client)
1.					
2.					
3.					
[..]					

#### Part no 2 „Executive Search of Chief Financial Officer within Baltic states – Latvia, Lithuania, Estonia“.

##### Section 8.4.2.1 and 8.4.2.2 of the Regulations

No	Description of the services	Date of commencement and completion of services provided (experience obtained) (month/year – month/year)	Value of the project (EUR**, excl. VAT)	Name of the Contracting Authority (Client)	Contact information of Contracting Authority (Client)
1.					
2.					
3.					
[..]					



**Copies of references from respective Clients (Contracting Authorities) or similar documents evidencing the experience indicated in the table above, shall be added to this document.**

Signature [*signature of the representative of the Tenderer*]: \_\_\_\_\_

Date: [*date of signing*]

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

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

\*Only completed contracts can be used for references

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

## ANNEX NO 5: EXPERIENCE OF THE PROJECT MANAGER

### “EXECUTIVE SEARCH SERVICES” (ID NO RBR 2020/2)

The Tenderer is required to complete only the part of the Open competition in which Tenderer is taking part.

Part no 1 „Executive Search of Chief Executive Officer and Chief Technical Officer within European Union”.

Section 8.4.1.4 (a), (b), (c) of the Regulations

No	<div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; margin-bottom: 5px;"> <span style="width: 30%;"></span> <span style="width: 30%;"></span> </div> <div style="display: flex; justify-content: space-between;"> <span><b>Project Manager</b></span> <span><b>Name, surname</b></span> </div>			
1.	Education (Educational institution)	Period of studies (month/year – month/year)	Obtained degree (-s)	
1.1.				
1.2.				
[..]				
	Professional experience:			
2.	Employer (name of the company) and position in company	Project (client) to whom services were provided under contract	Description of the responsibilities according to contract, which characterize the experience, mentioned in respective subsections of Section 8.4.1.4	Description of project (period, scope, value of contract/project, etc)
2.1.				

2.2.				
2.3.				
[..]				

**English language skills<sup>10</sup>:**

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

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

**Part no 2 „Executive Search of Chief Financial Officer within Baltic states – Latvia, Lithuania, Estonia”.**
**Section 8.4.2.4 (a), (b), (c) of the Regulations**

No	<hr/> <b>Project Manager</b>				<hr/> <b>Name, surname</b>			
1.	Education (Educational institution)		Period of studies (month/year – month/year)		Obtained degree (-s)			
1.1.								
1.2.								
[..]								
	Professional experience:							
2.	Employer (name of the company) and	Project (client) to whom services where provided	Description of the responsibilities according to contract, which		Description of project (period, scope, value of contract/project, etc)			

<sup>10</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

	position in company	under contract	characterize the experience, mentioned in respective subsections of Section 8.4.2.4	
2.1.				
2.2.				
2.3.				
[..]				

**English language skills<sup>11</sup>:**

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

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

I confirm that I have consented that my candidature is proposed in this open competition „**Executive Search Services**”, id.No RBR 2020/2. I confirm that in case the Tenderer [*name of the Tenderer*: \_\_\_\_\_] will conclude the Contract as the result of this open competition, I will participate in the execution of the Contract.

In addition, I confirm that I have consented that my personal data (name, surname and signature) are processed by the Contracting Authority during this open competition.

Signature [*signature of the expert*]: \_\_\_\_\_

Date: [*date of signing*]

Name: [*name of the expert*]

<sup>11</sup> Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>)

**ANNEX NO 6: ENTITIES ON WHOSE CAPABILITIES THE TENDERER RELIES TO  
CERTIFY ITS COMPLIANCE WITH QUALIFICATION REQUIREMENTS**

**“EXECUTIVE SEARCH SERVICES”  
(ID NO RBR 2020/2)**

<b>No</b>	<b>Name of the entity (registration No., legal address)</b>	<b>Description of the capabilities the Tenderer relies to certify its compliance with qualification requirements</b>
1		
2		
[..]		

Signature \_\_\_\_\_ [*signature of the representative of the Tenderer*]:

Date: [*date of signing*]

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

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

**ANNEX NO 7: SUB-CONTRACTORS**

**“EXECUTIVE SEARCH SERVICES”  
(ID NO RBR 2020/2)**

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

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

 a small

 medium

 other

sized enterprise<sup>12</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>13</sup>

Signature [*signature of the representative of the Tenderer*]: \_\_\_\_\_

Date: [*date of signing*]

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

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

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<sup>12</sup> The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal.

<sup>13</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 8.1: FINANCIAL PROPOSAL FOR PART NO 1****“EXECUTIVE SEARCH SERVICES”  
(ID NO RBR 2020/2)**

The Tenderer [*name of the Tenderer*] offers to deliver services in accordance with the Annex No 1.1 “Technical specification” for the following costs:<sup>14</sup>

**Part No.1 „Executive Search of Chief executive Officer and Chief Technical Officer within European Union”**

No.	Service	Position	Price <sup>15</sup> (EUR without VAT)
1.	Chairman of the Management Board / Chief Executive Officer	1*	
2.	Member of the Management Board / Chief Technical Officer	1*	

\*Quantity is indicated only for Proposals evaluation.

Signature [*signature of the representative of the Tenderer*]: \_\_\_\_\_

Date: [*date of signing*]

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

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

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<sup>14</sup> When preparing the Financial proposal, the rules of Section 11 of the Regulations shall be considered.

<sup>15</sup> Financial proposal that will be evaluated in accordance with Section 18.8.2 of the Regulations.



**ANNEX NO 8.2: FINANCIAL PROPOSAL FOR PART NO 2****“EXECUTIVE SEARCH SERVICES”  
(ID NO RBR 2020/2)**

The Tenderer [*name of the Tenderer*] offers to deliver services in accordance with the Annex No 1.2 “Technical specification” for the following costs<sup>16</sup>:

**Part No.2 „Executive Search of Chief Financial Officer within Baltic states – Latvia, Lithuania, Estonia”**

No.	Service	Position	Price <sup>17</sup> (EUR without VAT)
1.	Member of the Management Board / Chief Financial Officer	1*	

\*Quantity is indicated only for Proposals evaluation.

Signature [*signature of the representative of the Tenderer*]: \_\_\_\_\_

Date: [*date of signing*]

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

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

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<sup>16</sup> When preparing the Financial proposal, the rules of Section 11 of the Regulations shall be considered.

<sup>17</sup> Financial proposal that will be evaluated in accordance with Section 18.9.2 of the Regulations.

**ANNEX NO 8.2: DRAFT CONTRACT FOR THE PART NO 1 AND/OR PART NO 2****SERVICES AGREEMENT  
FOR EXECUTIVE SEARCH SERVICES**

between

RB Rail AS

and

[.]

**No 8/2020-[.]**

Contract registration number:	[.]
CEF <sup>18</sup> Agreement No INEA/CEF/TRAN/M2014/1045990	[.]
Procurement Identification No:	RBR 2020/2

**Dated [.] 2020**

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<sup>18</sup> Grant Agreement under the Connecting Europe Facility (CEF)

## SERVICES AGREEMENT

Riga, [.] 2020

This Services Agreement ('**Agreement**'), inclusive of all of its Annexes hereto, is entered into in Riga, on [.] July 2020 by and between:

**RB Rail AS**, registration No 40103845025, legal address: K. Valdemāra iela 8-7, Riga, LV-1010, Latvia (the '**Company**'), represented by its [.] acting on the basis of [.] on the one side,

and

[.] registration No [.] legal address: [.] (the '**Contractor**'), represented by its [.] acting on the basis of [.] on the other side

each individually referred to as the '**Party**' and collectively referred to as the '**Parties**'.

WHEREAS:

(A) This Agreement is entered into within the framework of 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 commercialize the Rail Baltic / 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 Company has organised the procurement procedure "Executive Search Services" identification No RBR 2020/2, divided into two parts: Part No 1 "Executive Search of Chief Executive Officer and Chief Technical Officer within European Union" and Part No 2 "Executive Search of Chief Financial Officer within Baltic States – Latvia, Lithuania, Estonia" (the '**Procurement**') whereby the Contractor's tender proposal for Part No [.] of the Procurement (the '**Proposal**') was selected as the winning bid in Part No [.] of the Procurement;

(C) This Agreement is co-financed from the Connecting Europe Facility (CEF) Agreement No [.]

NOW, THEREFORE, the Parties hereby enter into this Agreement on the general contractual terms and conditions as follows:

### 1. SUBJECT MATTER OF AGREEMENT

1.1. The Company assigns, and the Contractor undertakes, in accordance with the terms and conditions of this Agreement, to provide the Executive Search Services (the '**Services**') for the purposes of the Global Project with the objective of ensuring provision and proper performance of all Deliverables ('**Deliverable**') more fully identified in Annex A (*Scope of Service*) attached to this Agreement subject to the terms of this Agreement and the Proposal, and the Contractor accepts such engagement.

1.2. The Contractor shall provide the Services with its own resources, materials and technical means in accordance with the *Scope of Service* (Annex A), *Fee and Payment Schedule* (Annex B) and the *Proposal* (Annex D). The Parties agree that the Job specifications of the CEO, CTO and CFO included in Annex A (*Scope of Service*) may be slightly amended by the Company to fit the evolving needs of the Global Project, the Contractor may also recommend such changes as it deems necessary.

1.3. The Company undertakes to pay for the Services provided by the Contractor in compliance with the terms and conditions of this Agreement.

### 2. FEES AND PAYMENT

2.1. In consideration of the Services performed pursuant to this Agreement, the Company shall pay the Contractor a remuneration in the total amount set forth in Annex B (*Fee and Payment Schedule*) ('**Service Fee**') which shall be split into separate instalments and be payable by the Principal to the Contractor according to the Schedule set forth in Annex B (*Fee and Payment Schedule*) and after Deliverable or Milestone is confirmed by the Company and the Contractor by signing the Acceptance Deed. The Service Fee specified in accordance

with this Clause 2.1 excludes value added tax that will be charged at the rate applicable in accordance with applicable law at the time of invoicing.

2.2. The Service Fee shall include all and any costs of the Contractor (and its sub-contractors) related to the performance of the Services (including those that have not been expressly provided for in the Proposal), including, but not limited to work organization expenses, material expenses, transportation and purchase costs, operating expenses, personnel costs, taxes (including social security contributions), other out-of-pocket expenses, the expenses regarding the organisation of the press-conferences, etc.

2.3. The Company shall make the payment of the Fees within thirty (30) days upon signing of the respective Acceptance Deed (in accordance with Section 4 of this Agreement) and receipt of the invoice from the Contractor. The Acceptance Deed signed by the Company and the Contractor, confirming the compliance of the Services rendered with the terms and conditions of the Agreement and requirements of the Company, shall constitute a pre-condition for issuing a respective invoice of the Contractor. For the avoidance of any doubt, the Company shall not be required to pay any amount with respect to any invoice in the absence of an Acceptance Deed duly signed by both Parties.

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

2.5. The Contractor's invoices shall contain the following Contractor's details and details about the Agreement:

<b>Contractor</b>	[•]
Registration No	[•]
VAT payer's No	[•]
Address	[•]
Name of Bank	[•]
Bank Code	[•]
Bank Account No	[•]
Subject:	[•]

2.6. The Company reserves the right to make the payments to the Contractor with set-off, retention, counterclaim, abatement or other deduction of any kind if the nature of such set-off, retention, counterclaim, abatement or other deduction arises from this Agreement and the obligations of the Contractor provided herein (i.e. in cases of accrued contractual penalty amounts etc.). If the Company uses the right to make the payments to the Contractor with set-off, retention, counterclaim, abatement or other deduction of any kind, then the Company so notifies to the Contractor no later than on the date of the respective payment stating the amount, the grounds and the basis on the Company uses its right to set-off, retention, counterclaim, abatement or other deduction.

2.7. The Company makes payments in by money transfer to the Contractor's account mentioned in Clause 2.5 of the Agreement. The moment of payment of the invoice corresponds to the date, when the Company gives instructions to the credit institution where it holds its account to transfer the payable amount to the account of the Contractor.

### 3. OBLIGATIONS OF PARTIES

3.1. The Contractor shall, at all times during the term of effectiveness of this Agreement, act in good faith towards the Company in respect of all matters under the Agreement.

3.2. The Contractor shall:

3.2.1. 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;

- 3.2.2. provide the Services in accordance with the *Scope of Service* (Annex A) and the Proposal, timely and autonomously, in good quality and with such accuracy that one can expect from a decent and proper contractor;
- 3.2.3. ensure that all personnel engaged toward the provision of Services are competent in accordance with relevant industry standards and are qualified to perform their duties efficiently;
- 3.2.4. immediately inform the Company in writing on any circumstances that may delay or interfere with due and timely provision of the Services;
- 3.2.5. provide answers, within the term specified by the Company, to the Company's questions posed in respect of performance of the Services under this Agreement;
- 3.2.6. at all times during the term of this Agreement and in performing the Services, ascertain and comply with all applicable laws;
- 3.2.7. comply, where applicable, with all reasonable requirements and requests of the Company in respect of the Services, not otherwise expressly provided for in this Agreement;
- 3.2.8. remove and rectify, free of charge and within the term specified by the Company, any defects and non-compliances that have been discovered and notified to the Contractor by the Company;
- 3.2.9. to cooperate with the Company, its shareholders and third parties;
- 3.2.10. to comply with EU Visibility Requirements (Section 5 of this Agreement).
- 3.3. The Contractor shall be fully responsible for the proper performance of all its obligations under this Agreement, and any act, failure to act, breach or negligence on the part of its sub-contractors or staff shall, for the purposes of this Agreement, be deemed to be the act, failure to act, breach or negligence of the Contractor.
- 3.4. In carrying out the Services, the Contractor may rely on the services of those approved sub-contractors and staff listed in Annex E (*List of Approved Persons and Staff*). This list may, from time to time, be modified or supplemented in agreement with the Company and in accordance with the terms and subject to the criteria contained Article 62 of the Public Procurement Law of the Republic of Latvia.
- 3.5. The Contractor agrees that any other activities and obligations undertaken by the Contractor will be managed so as not to materially interfere with the Contractor's obligations to the Company under this Agreement.
- 3.6. The Company shall pay the Service Fee for the Services that have been provided duly in accordance with the terms of this Agreement.
- 3.7. Upon respective request by the Contractor, the Company shall duly provide answers to the Contractor's questions posed in respect of performance of the Services under this Agreement, as well as render the Contractor information required by the Contractor for the provision of the Services under this Agreement, provided that such information is at the disposal of the Company.
- 3.8. The Company shall be entitled at any time to control, at its own expense, the performance of the Agreement by the Contractor.
- 3.9. As specified in *Scope of Service* (Annex A) and the Proposal the Contractor shall perform a repetitive recruitment procedure free of charge in case during the period of twelve (12) months since the appointment of the selected candidate:
- 3.9.1. the selected candidate fails to sign the service agreement - the recruited candidate refuses to conclude the authorisation agreement or is not signing the authorisation agreement for a longer period than one (1) month after the Company has offered, him/her to sign the authorisation agreement;
- 3.9.2. the selected candidate terminates the authorisation agreement;
- 3.9.3. the Supervisory Board of the Company decides to terminate the authorisation agreement with the selected candidate due to under-performance or breach of the authorisation agreement.
- 3.10. The Company has the rights to participate in the provision of the Services, make recommendations and proposals, give instructions to the Contractor regarding the provision of the Services.

#### 4. DELIVERY AND ACCEPTANCE OF SERVICES

4.1. Within five (5) business days following the completion of the Services or the respective Milestone/Deliverable, the Contractor shall deliver to the Company the Acceptance Deed signed by the Contractor.

4.2. The Company shall review the Acceptance Deed not later than within ten (10) business days as of the receipt thereof but no earlier as received acceptance from the Supervisory Board of the Company and sign the Acceptance Deed thereby confirming the compliance of the Services rendered with the Agreement and requirements of the Company or raise objections in respect to the Services rendered. The objections must be expressed in writing and communicated to the Contractor by electronic mail or other means of communication.

4.3. The Parties acknowledge that in order the Company could sign the Acceptance Deed with respect to any Deliverable, the Deliverable must prior be approved by the Supervisory Board of the Company.

4.4. The Company shall be entitled to refuse to accept the Services or its part if the Company discovers that the Services or its part has not been rendered, has been rendered incompletely or in poor quality or is incompliant with the terms of the Agreement ('Defects').

4.5. Upon discovery of any Defects, or upon receipt by the Contractor of a notification of Defects from the Company, the Contractor shall have three (3) calendar days to remedy free of charge the Defects, irrespective of the nature of such Defects.

#### 5. VISIBILITY REQUIREMENTS

5.1. The Contractor is obliged to comply with the following visibility requirements:

5.1.1. Any reports, brochures, other documents or information connected with Services which the Contractor produces and submits to the Company, any other third person or makes publicly available must include the following:

5.1.1.1. a funding statement stating that Services is the recipient of the funding from the CEF: "Rail Baltica is co-financed by the European Union's Connecting Europe Facility";

5.1.1.2. (for printed materials) a disclaimer releasing the European Union from any liability in terms of the content of the dissemination materials: "The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein." This disclaimer in all European Union official languages can be seen at the website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>;

5.1.1.3. the European Union flag;

5.1.2. Requirements set in Sections 5.1.1.1 and 5.1.1.3 can be fulfilled by using the following logo:



**Co-financed by the European Union**

**Connecting Europe Facility**

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

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

#### 6. ON-THE-SPOT VISITS

6.1. By giving a written notice five (5) business days in advance, but in case of an unannounced check without an advance notice, the Company may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out.

6.2. On-the-spot visits may be carried out either directly by the authorised staff of the Company or by any other outside body authorised to do so on behalf of the Company. Information provided in the framework of on-the-spot visits shall be treated on confidential basis. The Company shall ensure that any outside body authorised shall be bound by the confidentiality obligation.

6.3. Contractor shall provide to the performer of the on-the-spot visit or any other outside body authorised access to all the information and documents, including information and documents in electronic format, which is requested by the authorised staff of the performer of the on-the-spot visit or any other outside body authorised for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorised staff of the performer of the on-the-spot visit or any other outside body authorised copying of the information and documents, with due respect to the confidentiality obligation.

6.4. By virtue of Council Regulation (Euratom, EC) No 2185/961 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU) No 883/20132 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, OLAF findings may lead to criminal prosecution under national law.

## **7. TECHNICAL, LEGAL AND FINANCIAL CHECKS AND AUDITS**

7.1. By giving a written notice five (5) business days in advance, but in case of an unannounced check or audit without an advance notice, the Company may carry out technical, legal and financial checks and audits in relation to the implementation of the Agreement.

7.2. Checks and audits may be carried out either directly by the authorized staff of the Company or by any other outside body authorised to do so on Company's behalf.

7.3. Information and documents obtained in the framework of checks or audits shall be treated on a confidential basis. Company shall ensure that its staff and any outside body authorised by the Company be bound by the confidentiality obligation.

7.4. Contractor shall provide to the performer of the check or audit or any other outside body authorised access to all the information and documents, including information in electronic format, which is requested by the performer of the check or audit or any other outside body authorised for the performance of the check or audit and which relates to the implementation of the Agreement, as well as shall allow the performer of the check or audit or any other outside body authorised by it copying of the information and documents with due respect to the confidentiality obligation

## **8. MAINTENANCE OF RECORDS**

8.1. During the term of the Services and during ten (10) years from expiration or termination of this Agreement for any reason whatsoever, the Contractor shall keep and maintain clear, adequate and accurate records and documentation evidencing, to the reasonable satisfaction of the Company, each of the following:

8.1.1. the fact that the Services have been and are being carried out in accordance with applicable laws and good industry practices and, to the extent applicable; and

8.1.2. title or license of the Contractor with respect to any object code forming part of or embedded in Contractor's software used in the performance of the Services.

8.2. The period set out in the Section 8.1 shall be longer if there are -going audits, appeals, litigation or pursuit of claims concerning the financing issues. In such cases the records shall be kept until such audits, appeals, litigation or pursuit of claims are closed.

## **9. VALIDITY, TERM AND TERMINATION OF AGREEMENT**

9.1. The Agreement shall enter into force upon signing by both Parties and shall remain in force until due performance of obligations by the Parties.

9.2. The Parties may terminate the Agreement at any time upon signing of the respective mutual written agreement.

9.3. 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:

9.3.1. an event of Force Majeure has been continuing during more than 60 (sixty) days;

9.3.2. the other Party had passed a resolution for winding-up (other than in order to amalgamate or reconstruct);

9.3.3. breach by the Contractor any of the confidentiality undertakings contained in Section 13;

9.3.4. the other Party is unable to pay its debts and has presented a petition for voluntary bankruptcy;

9.3.5. the other Party had a bankruptcy order issued against it;

9.3.6. the other Party has a provisional receiver or administrative receiver appointed over the whole or a substantial part of its undertaking or assets;

9.3.7. liquidation, insolvency or legal protection proceedings have been initiated with respect to the other Party or the other Party is declared insolvent;

9.3.8. the making by the other Party of a proposal for a voluntary arrangement with creditors; or

9.3.9. the occurrence of any event analogous to the events enumerated under Clauses 9.3.6 – 9.3.8 under the law of any jurisdiction to which the other Party's assets and undertaking are subject.

9.4. The Company is entitled to terminate this Agreement unilaterally with immediate effect upon giving a written notice of termination to the Contractor:

9.4.1. if CEF Co-financing for further financing of the Services are not available to the Company. In such case the Company shall provide explaining, in reasonable detail, the reason for termination and the Company shall pay the Contractor the fees in respect of the Services provided under this Agreement up to the date of the notification of the termination of this Agreement and the Company is not obliged to pay contractual or any other penalty or damages to the Contractor;

9.4.2. upon occurrence of any of the provisions mentioned in the Article 64 of the Public Procurement Law. In such case the Company shall provide explaining, in reasonable detail, the reason for termination and the Company shall pay the Contractor the fees in respect of the Services provided under this Agreement up to the date of the notification of the termination of this Agreement and the Company is not obliged to pay contractual or any other penalty or damages to the Contractor;

9.4.3. if 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.

9.5. The right to terminate this Agreement shall be without prejudice to any other right of the Company which has accrued prior to or as a result of such termination or to any remedy available to the Company under the terms of this Agreement or in accordance with the law.

9.6. The Company shall be entitled to terminate the Agreement unilaterally by having notified the Contractor in writing ten (10) calendar days in advance also if the Contractor is in breach of its contractual obligations or liabilities, and the Contractor has not eliminated the breach within five (5) days from receipt of respective written notice from the Company, or in other term set by the Company.

9.7. In case of early termination of the Agreement the Parties shall draft and mutually sign a special deed on actual volume and value of Services provided. The Company shall approve the Services to the extent completed and compliant with the Agreement. The Company shall pay to the Contractor for the Services provided on the basis of duly drafted and mutually signed deed. The Company is entitled to withhold from the payment the contractual penalties accrued.

## 10. FORCE MAJEURE

10.1. Each Party shall be relieved from liability for non-performance of its obligations under this Agreement to the extent that the Party is not able to perform such obligations due to a Force Majeure event.



10.2. A Force Majeure event shall include natural disasters, war, and any type of war operations, siege, epidemic, and other circumstances of extraordinary nature, which are beyond reasonable control of the Parties and which the Parties could not foresee during fulfilment of the Agreement.

10.3. Each Party shall at all times, following the occurrence of a Force Majeure event:

10.3.1. take reasonable steps to prevent and mitigate the consequences of such an event upon the performance of its obligations under this Agreement;

10.3.2. resume performance of its obligations affected by the Force Majeure event as soon as practicable and use reasonable endeavours to remedy its failure to perform.

10.4. 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 three (3) business days of it becoming aware of the relevant Force Majeure event.

10.5. 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).

## 11. NOTICES, COMMUNICATION AND REPRESENTATIVES

11.1. 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 courier service, or mailed by registered or certified mail (return receipt requested), postage prepaid, or by electronic mail to the addresses of the Parties indicated in this Agreement.

11.2. Either Party shall be entitled to change its address for purposes of this Section 11 by notice to the other Party. A notice of a change of address shall be effective only upon receipt thereof.

11.3. Each Party shall appoint an officer, employee or individual to serve as its representative towards supply or receipt of the Services with full authority to act on its behalf in connection with this Agreement (the "**Representatives**");

11.3.1. The Company:

11.3.1.1. In administrative aspects of the Agreement: Vija Vitola, e-mail address: [vija.vitola@railbaltica.org](mailto:vija.vitola@railbaltica.org)

11.3.1.2. In aspects concerning subject-matter: Head of Human Resources Committee of the Supervisory Board of the Company [·], e-mail: [·];

11.3.2. The Contractor: [·], e-mail: [·].

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.

## 12. LIABILITY

12.1. If the Contractor fails to perform or deliver any of the Services in accordance with this Agreement (including the terms and condition of Annex A), or the Proposal and such failure of the Contractor is not attributable to the Company and its acts or omissions, the Contractor shall pay the Company a contractual penalty in the amount of 1 % (one per cent) of the total Service Fee for the Services per every day of delay or breach of the Agreement. The total amount of the contractual penalty per each occurrence of delay or breach cannot exceed ten per cent (10%) of the total Service Fees for the Services.

12.2. If the Company fails to make payments that are due under this Agreement, the Company shall pay to the Contractor a contractual penalty in the amount of 1 % (one per cent) of the outstanding amount for each business day of delay, but not exceeding ten per cent (10%)(ten per cent) of the sum of the delayed payment.

12.3. Payment of the contractual penalty shall not release the Parties from due performance of their obligations under this Agreement and applicable statutory laws.

12.4. The Parties are reciprocally liable for breaches of obligations under this Agreement and the damages caused to the other Party.

12.5. Notwithstanding anything to the contrary set forth in this Agreement, in no circumstances shall the Contractor or Company 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 Company to contractors appointed by the Company in relation to the Services or the Global Project) or any indirect or consequential loss arising out of or in connection with this Agreement. The Contractor's total liability for the Services carried out under this Agreement shall in no circumstances exceed EUR 500 000,00 (five hundred thousand euros).

12.6. The Company requires joint and several liabilities for the execution of the Agreement between the Contractor and a person on whose capabilities the Contractor is relying (mentioned in the Annex E *List of Approved Persons and Staff*).

### 13. CONFIDENTIALITY

13.1. '**Confidential Information**' means in relation to the Company all information of a confidential nature relating to the Company which is supplied by the Company (whether before or after signing this Agreement) to the Contractor, either in writing, orally or in any other form and includes all analyses, compilations, notes, studies, computer files, memoranda and other documents which contain or otherwise reflect or are derived from such information, but excludes information which:

13.1.1 the Company confirms in writing is not required to be treated as confidential; or

13.1.2 the Contractor 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 Company and was not previously acquired by the Contractor from the Company under an obligation of confidence; or

13.1.3 was developed by or for the Contractor at any time independently of this Agreement.

13.2. Subject to the provisions of Clauses 13.1 and 13.3, the Contractor shall:

13.2.1 at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other person; and

13.2.2 procure that its affiliates and the respective officers of the Contractor and its affiliates as well as their 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. Notwithstanding anything to the contrary set forth in accordance with Clauses 13.1 and 13.2, the Contractor shall, without the prior written consent of the Company, be entitled to disclose Confidential Information:

13.3.1 that is reasonably required by the Contractor in the performance of its obligations pursuant to this Agreement, including the disclosure of any Confidential Information to any employee, contractor, agent, officer, sub-contractor (of any tier) or adviser to the extent necessary to enable the Contractor to perform its obligations under this Agreement;

13.3.2 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;

13.3.3 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;

13.3.4 to register or record any necessary consents and to affect any property registration that may be required;

13.3.5 in order to fulfil its license obligations or assist in the planning or execution of other maintenance, renewal or enhancement projects; or

13.3.6 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. Whenever disclosure is permitted to be made pursuant to Clause 13.3, the Contractor shall require that the recipient of Confidential Information be subject to the same obligation of confidentiality as that contained in this Agreement.

13.5. If this Agreement is terminated for whatsoever reason, the Contractor shall have an obligation to do all of the following:

13.5.1. return to the Company all of the Confidential Information then within the possession or control of the Contractor; or

13.5.2. destroy such Confidential Information using a secure and confidential method of destruction.

13.6. The Contractor shall not issue any press release in relation to the matters contemplated under this Agreement without the prior written consent of the Company (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. For the avoidance of doubt, the Company and any of the Beneficiaries and Implementing Bodies (Annex F) shall have the right to publish any of the documents, information or data provided by the Contractor to the Company during provision of the Service.

13.8. The Parties acknowledge and agree that a breach of the provisions of this Clause 13 may cause the owner of Confidential Information to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Contractor agrees that the owner of Confidential Information that is disclosed in breach of Clauses 13.1., 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.

#### **14. GOVERNING LAW AND RESOLUTION OF DISPUTES**

14.1. Any disagreements or disputes arising between the Parties concerning performance of the liabilities as per the Agreement shall be resolved by way of mutual negotiations. The agreement between the Parties shall be documented in writing.

14.2. Should the Parties fail to reach an agreement, any disputes shall be settled in the courts of the Republic of Latvia according to the laws of the Republic of Latvia.

#### **15. TAX LIABILITIES**

15.1. The Contractor undertakes to the Company that:

15.1.1. the Contractor will duly pay all tax and social security insurance contributions in relation to payments made to the Contractor by the Company pursuant to this Agreement; and

15.1.2. the Contractor will indemnify the Company in respect of any claims that may be made by the relevant authorities against the Company in respect of tax, social security insurance contributions or similar contributions relating to the Services.

15.1.3. [OPTIONAL] the income mentioned in this Agreement will not derive through permanent establishment or fixed base maintained by the Contractor in the Republic of Latvia. The Contractor agrees to submit to the Company 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 "Residence Certificate") confirmed by Competent Authority of [●] and the Latvian State Revenue Service. The Residence Certificate shall be submitted to the Company prior the Company will due to make a payment of the fee or other payments to the Contractor. Otherwise the Company will withhold withholding tax at the rate of 20% from the fee and payments made to the Contractor. The Company is entitled to make any deductions from the payments due to the Contractor if the Contractor doesn't comply with this provision.

#### **16. MISCELLANEOUS PROVISIONS**

16.1. All documentation forming part of the Deliverables developed under this Agreement is and shall become the property of the Company regardless of whether the Service or Deliverable is produced or finally accepted. It is acknowledged and agreed by the Parties that the Company is permitted to reproduce the drawings and distribute the prints and other data in any forms in connection with the use or disposition of the documentation without incurring obligation to pay any royalties or additional compensation whatsoever to the Contractor.

16.2. The Company shall acquire legal title to and ownership in the intellectual property in all documentation Deliverable to the Company under this Agreement as of the moment of delivery by the Contractor to the Company of the Acceptance Deed, together with the Deliverable and documentation forming part of the Deliverable of this Agreement; provided, however, that the Company has paid the Service 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 Company, without limitation, each of the following:

16.2.1. the right to reproduce the documentation, or any part thereof, and distribute copies of the documentation or any part thereof;

16.2.2. the right to modify, amend and supplement the documentation, or any part thereof;

16.2.3. the right to licence the documentation, or any part thereof, for use by others; and

16.2.4. the right to transfer ownership in the documentation, or any part thereof, to others.

16.3. It is acknowledged and agreed by the Parties that consideration for the transfer of ownership in the intellectual property shall be forming part of Service Fee and no additional royalty, fee or other consideration of any kind shall be payable by the Company to the Contractor or any third party in consideration of the transfer of ownership in the intellectual property in any documentation.

16.4. For the purpose of execution of this Agreement, the Parties might transfer to each other certain personal data, such as data on employees of the Parties, data on suppliers, data on potential candidates, Project stakeholders and their employees etc. The Parties acknowledge that for the purpose of the Agreement each of the Parties shall act as a controller.

16.5. The Party shall transfer the personal data to the other Party and such other Party shall process the personal data only for the purposes of execution of the Agreement and other such purposes as required by Applicable laws.

16.6. The Parties agree that except where the Party has a separate legal basis for processing the personal data referred to in the Applicable laws governing the protection of personal data, the Party shall not process the personal data for any other purpose.

16.7. Besides other obligations provided for in the Agreement, each of the Parties undertakes:

16.7.1. to process the personal data to the minimum extent necessary;

16.7.2. not to infringe any rights of the data subjects;

16.7.3. to implement and apply proper organizational and technical measures ensuring the compliance with the requirements of the law;

16.7.4. to ensure the compliance with other requirements of the statutory law governing the protection of personal data.

16.8. Each Party warrants to the other Party that it has full power and authority 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.

16.9. The Contractor shall not without the prior written consent of the Company assign any of the rights or benefits from the Agreement, provided that the consent by the Company 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.

16.10. 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 in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.

16.11. 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.

16.12. The Annexes to this Agreement shall constitute an integral part of this Agreement. In the event of any discrepancies between this Agreement and any of the Annexes, the terms of this Agreement shall prevail. In the event of any discrepancies between this Agreement or its Annexes and the Proposal, the terms of this Agreement (or its Annexes) shall prevail. In the event of any discrepancies between the Annexes, the terms of the Proposal shall prevail.

16.13. If the final day of a time period referred to in this Agreement is Saturday, Sunday or a holiday prescribed by law of Republic of Latvia, the following working day shall be considered the final day of the time period.

16.14. The Agreement may be amended by written agreement between the Parties. Amendments and supplements to the Agreement shall be valid only when they have been prepared in writing and signed by the Parties; they shall be enclosed to this Agreement and become an integral part of it. If any of the provisions of the Agreement become void, it shall not affect other provisions of the Agreement.

16.15. The Parties shall timely notify the changes of billing details, legal addresses or representatives.

16.16. This Agreement, and all of the Annexes hereto, constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes and extinguishes all and any prior and contemporaneous drafts, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

16.17. No amendment to or variation of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of both Parties.

16.18. This Agreement has been signed in two (2) identical copies, one copy for the Company and one for the Contractor.

Annex A – Scope of Service, eight [.] pages;  
Annex B – Fee and Service Schedules, on one [.] page;  
Annex C – Time Schedule, on one [.] page  
Annex D – Proposal of the Contractor, on eight [.] pages;  
Annex E – List of Approved Persons and Staff on one [.] page;  
Annex F – Beneficiaries and Implementing Bodies, on one (1) page;  
Annex G – Acceptance Deed, on two (2) pages;  
Annex H – Declaration of the Contractor, on two (2) pages.

## 17. SIGNATURES

**For and on behalf of the Company**

**RB RAIL AS**  
Registration No 40103845025  
Legal address: Krišjāņa Valdemāra iela 8-7,  
Riga, LV-1010  
Email: [info@railbaltica.org](mailto:info@railbaltica.org)

**For and on behalf of the Contractor**

[.]



## ANNEX A: SCOPE OF SERVICE

## Annex B: FEE AND SERVICE SCHEDULES

***Fee:*** a total service fee for the Services is in the amount of [•], excluding value added tax that will be charged at the rate applicable in accordance with Applicable Law at the time of invoicing.

***Schedule of Payment:***

After delivery of the following Deliverables or reaching of the following Milestones and signing of the Acceptance Deed the Company shall pay following amount of the Fee:

<i>Deliverable/Milestone</i>	<i>Fee without VAT</i>
Advance payment upon signing of the Agreement	
Candidates' shortlist and the presentation of the candidates' shortlist to the Company	
Authorisation agreement signed with the selected candidate	
Total Fee:	

***Schedule:*** in accordance with the Proposal (Annex D).



**Annex C: TIME SCHEDULE**

<i>Activity</i>	<i>Time</i>
Strategy and planning	CD*+1 week
Research phase	CD+4 weeks
Interviewing and assessing	CD+8 weeks
Presentation of candidates	CD+11 weeks
Conclusion and Follow-up Phase	CD+14 weeks

(\*) CD: commencement date of the agreement



## ANNEX E: LIST OF APPROVED PERSONS AND STAFF

## ANNEX F: BENEFICIARIES AND IMPLEMENTING BODIES

**ANNEX G: ACCEPTANCE DEED**
**No** [INSERT NUMBER]

**Date:** [INSERT DATE IN THE FORM OF 1 January 2020]

**Location:** [INSERT LOCATION]

**For:** RB Rail AS, registration number 40103845025, legal address: Krišjāņa Valdemāra iela 8-7, Rīga, LV-1010, Latvia (the “**Company**”)

This Acceptance Deed is issued to the Company by [.] [INSERT NAME, REGISTRATION NUMBER INSERT REGISTRATION NUMBER, LEGAL ADDRESS] (the “**Contractor**”), represented by [INSERT NAME OF REPRESENTATIVE ON THE BASIS OF INSERT BASIS OF REPRESENTATION].

**Whereas:**

- (A) the Company and the Contractor have entered into the Agreement;
- (B) one or more Milestones have been met and/or Deliverables have been completed or the Services have been fully completed by the Contractor;
- (C) as stipulated by Clause 4.1 of the Agreement, completion of a Milestone/Deliverable or the Services shall be evidenced by means of the Contractor issuing a signed Acceptance Deed;
- (D) as per Clause 4.2 of the Agreement the Company following the reception of a signed Acceptance Deed shall review the submitted Acceptance Deed and either sign the Acceptance Deed conforming the compliance of the Services rendered or raise objections.

The Contractor hereby confirms that following Deliverable/Milestone has/have been supplied on [INSERT DATE IN THE FORM OF 1 January 2020], as specified in accordance with the Agreement, or the Services have been completed in full: [DESCRIBE IN REASONABLE DETAIL THE DELIVERABLE SUPPLIED. FILL OUT THE TABLE BELOW FOR THE RESPECTIVE DELIVERABLE, IF APPLICABLE].

Executive Search Process Protocol	
Position title	
Search period	
Search area	
Number of longlisted candidates	
Number of shortlisted candidates	
Number of interviewed candidates	
Name, Last Name of the Selected Candidate	
Start date	

By signing this Acceptance Deed the Company confirms in accordance with Clauses 4.2 and 4.3 of the Agreement its satisfaction with the result of the Service or the Deliverable/Milestone completed and submitted, and the Company accepts the respective Deliverable/Milestone or the Service in its entirety. Additionally, the Company certifies that all of the necessary authorisations for the acceptance of the Deliverable/Milestone or Services has been duly received.

Given the legal basis for the processing of personal data in the recruitment process (the data subject has given consent to the processing of their personal data for recruitment purposes), and in accordance with the principles laid down in the 'General Data Protection Regulation' (in particular the principles of 'purpose limitation' and 'storage limitation'), the personal data of applicants (incl. CVs) with whom the authorisation agreement is not concluded shall be deleted by RB Rail (incl. the Executive Search Company, unless other agreement has been reached between the parties).

Signatures:

For and on behalf of the Company

For and on behalf of the Contractor

[.]

[.]

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## ANNEX H: DECLARATION OF THE CONTRACTOR

I, the undersigned duly authorised representative, on behalf of [*name of the ESP*] 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 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 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 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;
    - 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 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.

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[signature] [name, last name] [position] [date]