# Appendix 6 Insurance and Guarantee Requirements

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| Amount of the Consultant’s professional civil liability insurance. | EUR 8 000 000 (eight million euro).  It shall be maintained valid and extended in accordance with the Agreement. |
| Amount of the Consultant’s General Liability Insurance against third party claims. | EUR 1 000 000 (one million euro).  It shall be maintained valid and extended in accordance with the Agreement. |
| Required minimum rating of the insurance company and the re-insurance company and the bank according to selected rating system | BB+ (or equivalent). Standard & Poor's rating, Fitch's rating, Moody's rating. In case the rating of the subsidiary company is below the required level, the Client may agree to consider the parent company’s rating to required level of BB+ as sufficient.  The Client has the right to request a replacement of the insurance company or bank in case the rating falls below the required minimum.  The insurance company or the bank shall be registered within EU.  The insurance contract and the guarantee shall be subject to the law of the Country. |
| Requirements for the Consultant’s professional civil liability insurance. | Requirements stated in Clause 9 of the Particular Conditions (Insurance) shall be applied.  All involved Consultant’s experts shall be listed in the insurance policy issued to the Consultant.  The scope of protection shall include without limitation at least liability for material, consequential, personal and pure financial losses, liability for damage caused as a result of loss or deprivation of documents.  The scope of protection shall not exclude or limit liability for irregularities resulting from gross negligence for the consequences of defects, errors or design deficiencies. |
| Requirements for the Consultant’s General Liability Insurance. | Requirements stated in Section 9 of the Particular Conditions (Insurance) shall be applied. |

**PERFORMANCE SECURITY GUARANTEE FORM**

Guarantor: [identify bank or financial institution]

Applicant: [specify Consultant’s full name and legal form, registration number, legal address]

Beneficiary: RB Rail AS a joint-stock company duly incorporated and operating under the laws of Republic of Latvia, registration number: 40103845025, registered address: Satekles iela 2B, Riga, LV-1050, which is acting in the name and on behalf of Ministry of Transport of Republic of Latvia, registration number: 90000088687, registered address: Gogoļa iela 3, Riga, LV-1743.

Date: [●] 2024.

Guarantee No: [●].

Underlying Relationship: The agreement between [parties, date of the agreement] and obligations of the Consultant to perform the agreement in accordance with the terms of the agreement.

Guarantee Amount: [amount in numbers and words]

Document in support of the demand for payment: Original of the statement issued by the Client.

Language of required documents: English language.

Form of demand: Demand and documents supporting demand (if any) shall be presented as follows:

- Paper form (written) demand signed by an authorised representative of the Purchaser which shall be sent by courier to the legal address of the Guarantor; or

- Electronical form (scanned and signed “.PDF” file, whereas the file may be in a ASIC-E or similar container, to the e-mail of the Guarantor as indicated above by using qualified electronic signature with a time stamp; the document shall be signed by an authorised representative of the Beneficiary; or

- Authenticated SWIFT message using SWIFT submission system (not necessarily, but can be combined with scanned and signed “.PDF” file, whereas the file may be in a ASIC-E or similar container and secured by using qualified electronic signature with a time stamp); the document shall be signed by an authorised representative of the Beneficiary.

Expiry: [date].

As Guarantor, we hereby irrevocably and unconditionally undertake to pay the Beneficiary any amount up to the Guarantee Amount upon presentation of the first complying demand, in the form of presentation indicated above, in any event, by the Beneficiary’s statement, whether in demand itself or in a separate signed document accompanying or identifying the demands, indicating in what amount the Applicant is in breach of its obligations under the Underlying Relationship. Any demand under this Guarantee must be received by us on or before Expiry indicated above.

We further agree that no change or addition to or other modification of the terms of the Agreement shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification. We hereby also waive any options, possibilities or rights to reject or suspend the demand if it is issued in accordance with this document. The Purchaser or the Beneficiary shall not be obliged to justify its demand. The Guarantor has been notified that the Purchaser and the Beneficiary may require the Applicant to extend the Guarantee or increase the Guarantee Amount.

Applicable law and Disputes: THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES (URDG) 2010 REVISION, ICC PUBLICATION NO 758 (ICC RULES). Matters which are not covered by the above mentioned ICC Rules shall be decided according to Latvian law. For avoidance of doubt, Articles 1692 to 1715 of the Civil Law of Latvia do not apply to this Guarantee, as this Guarantee does not constitute a surety (in Latvian – *galvojums*) and instead this Guarantee constitutes a separate and independent (not accessory) obligation of the Guarantor. Any dispute, controversy or claim arising out of or relating to this Guarantee shall be settled by the competent court of the Republic of Latvia.

This Guarantee cannot be changed or terminated without the prior written consent of the Beneficiary.

SIGNATURE AND SEAL OF THE GUARANTOR

Date ......................................................................................................................

Name of bank or financial institution....................................................................

Address .................................................................................................................