

**REQUEST FOR PROPOSAL FOR PROCUREMENT
No P/2016-5 “HR Services”**

The Management board of the RB Rail AS, registration No.40103845025, registered address at Gogoļa Street 3, Riga, LV-1050, Latvia (hereinafter - the Company) organises procurement “HR Services” (hereinafter - Procurement).

Rules of the Procurement:

1. Description of the subject-matter of the procurement:

Assistance for recruiting 10 (ten) middle to lower management positions (such as procurement specialist, junior level legal advisor, project managers, administrative assistant, technical experts, communications and public affairs manager, etc.) to ensure RB Rail AS global project management and control function.

Subject matter consists of (hereinafter – Services):

1. The recruitment services;
2. The human resources management services.

For detailed description of services required by subject-matter please see Specification (Annex No 2).

2. Delivery of the Services

- 2.1. Deadline: until December 30, 2016.
- 2.2. Place: RB Rail AS, Kr.Valdemara iela 21, room 639, Riga.

3. Conditions for the exclusion of Candidates

The Company shall exclude the Candidates from further participation in the Procurement procedure as well as shall not review the Proposal in any of the following events:

- 3.1. if they are bankrupt or wound up, have suspended their business activities or are in other kind of status, which prevents or might prevent the Candidates for proper implementation of the agreement;
- 3.2. if they or persons having powers of representation, decision making or control over the Candidates have been convicted of a criminal offence relating to the professional conduct by the judgement of a court;
- 3.3. if they or persons having powers of representation, decision making or control over the Candidates have been convicted of an offence relating to fraud, corruption, involvement in criminal organisation, money laundering or any other illegal activity by the judgement of a court;
- 3.4. if they have misrepresented the information included in their Proposal and required for particular procurement procedure;
- 3.5. if the Company has obtained information that the Candidates have entered into unlawful agreements with competitors or have influenced in any unlawful way the person or group of persons appointed by the Company to select the proposals submitted for particular procurement procedure;

3.6. if they are in the situation of conflict of interests due to participation in related procurement procedures organised by the Company or due to other circumstances as described in applicable laws and thus have gained unfair competitive advantage;

3.7. if as a matter of applicable law or other regulation the Company is prohibited from entering into commercial relations with the country of registration of the Candidate or the Candidate itself;

3.8. the person indicated by the Candidate, on the abilities of whom the candidate relies, in order to certify that the qualification thereof complies with the requirements referred to in sub-paragraphs 3.1. - 3.7.

4. Required qualifications:

4.1. Candidate:

- 4.1.1. has international experience (recruitment in Baltics);
- 4.1.2. has experience in recruitment for mid-level management and key specialist roles, specialists and junior roles;
- 4.1.3. successful track record in Human Resource Management at least 3 (three) years;
- 4.1.4. successfully completed recruitment & selection projects;
- 4.1.5. know-how of methods and tools (headhunting, assessment methods etc.);
- 4.1.6. membership in an HR professional association is beneficial.

4.2. Specialist(s) proposed by Candidate who will be providing Services*:

- 4.2.1. has a higher education (Masters beneficial) in the field of Human resource management, Organization Psychology, Business Administration, Law or equivalent;
- 4.2.2. has experience of Human Resource Management at least 3 (three) years at/for an international company (preferably in the fields of transportation and/or infrastructure);
- 4.2.3. has experience in managing Human Resource function at least 3 (three) years at/for an international company (preferably in the fields of transportation and/or infrastructure);
- 4.2.4. has experience in developing Human Resource processes and policies in an organization, such as performance management, remuneration;
- 4.2.5. has experience in development of personnel documentation and/or employment relations (job descriptions, qualifications criteria, etc.).

** JSC RB Rail AS reserves the right to investigate and review the background of any or all personnel assigned to work under the Agreement, including any work orders thereto, and, based on such investigations, to reject the use of any persons within the JSC RB Rail AS discretion. Any changes to personnel require formal written approval by JSC RB Rail AS, and JSC RB Rail AS reserves the right to terminate the Agreement and/or relevant Work Order if changes are not approved.*

5. The Proposal shall include the following documents:

5.1. Application (Annex No. 1);

5.2. Executive Summary. Candidates should provide a summary of their organization and their proposed approach for working with the JSC RB Rail AS. This summary should be no longer than 2 pages;

5.3. Statement of Candidates Qualifications, including each individual who will be providing Services under this agreement. Proposal must include the Candidate's statement of qualifications and experience. It should specifically indicate the Candidate's current and historical expertise in providing the Human Resource Services identified in the Request for proposal and Specification. Candidate must identify the individual(s) who will have primary responsibility for contact and communications with RB Rail AS and the person who is authorized to negotiate and contractually-bind Candidate;

5.4. Approach: Proposal should include a description of the organization and conducting of the recruitment process, including key milestones and time line. Indicate the recruitment strategies, channels/methods for sourcing and selecting the job candidates. Reports and communication with the Customer;

5.5. References: from at least 3 clients of the Candidate, and preferably clients who have engaged the Candidate on the matters related to Human Resource Services. The references must include a contact person, a full address, and a phone number. In addition to the foregoing, the proposal must include a listing of public and/or private clients for whom the Candidate has provided services similar to those set forth in this Request for proposal, with a description of the services provided;

5.6. in case the Proposal is not signed by the legal representative of the candidate, a document certifying the rights of the persons who have signed the Proposal, to represent the candidate (powers of attorney, authorisation agreements etc.).

6. Proposal Submission:

6.1. Proposal (documents referred to in Paragraph 5 of these Rules) for participation in the Procurement shall be submitted by e-mail to vija.vitola@railbaltica.org by **March 18, 2016, 14:00 o'clock**;

6.2. the candidate is not permitted to submit variants of the Proposal;

6.3. the candidate may submit a Proposal only for the whole subject matter of the Procurement in total;

6.4. Proposals submitted after the expiry of the deadline for the submission of Proposals shall not be reviewed.

7. Preparation and layout of the Proposal:

7.1. the candidate shall submit one signed original in PDF format and one copy in MS Word format of the proposal for the procurement as an attachment to the e-mail;

7.2. a proposal shall be submitted in English.

8. Criteria for the selection of a Proposal:

The criteria of the successful Proposal will include general experience, experience of proposed staff, qualifications, experience with similar organizations, the review, plan and analysis of the services proposed, and the amount of the services costs.

9. Cost proposal:

9.1. the costs shall be specified in EUR, (excluding VAT);

9.2. the costs shall include all expenses of the candidate in relation to the delivery of the Services up to the delivery place.

10. Period of validity of the Proposal:

100 days from the day of opening of the Proposal.

11. Provision of information:

11.1. the candidate may request explanations regarding the preparation of the Proposal. All requests shall be executed in writing in English by sending to e-mail: vija.vitola@railbaltica.org no later than 4 working days prior to the deadline specified in subparagraph 6.1;

11.2. the Company shall prepare a written reply to the request and shall send it to all candidates together with the asked question, without specifying the candidate who has asked the question and publish answers in web page <http://www.railbaltica.org/en/procurements>;

11.3. it is the Candidate's responsibility to follow any updated information concerning procurement published on the web page <http://www.railbaltica.org/en/procurements>.

12. Proposal Verification:

12.1. after the opening of the Procurement Proposal the Company shall perform verification of the Proposal's compliance of the Proposal with the requirements of the Request for Proposal and Technical Specification, without the participation of the candidate. If the Proposal or the candidate fails to comply with the requirements of the Request for Proposal and Technical Specification, the Company can refuse the Proposal and exclude the candidate from further participation in the Procurement. If the Proposal does not comply with the layout requirements, the commission shall assess the significance thereof and make a decision regarding the solidity of refusal of the Proposal;

12.2. during the verification of the proposals the Company shall verify whether the Proposal contains any arithmetical errors. If the Company establishes such errors, they shall correct such errors. The Company shall notify the candidate whose arithmetical errors have been corrected, regarding the correction of errors and the corrected amount of the Proposal. Upon evaluating the financial Proposal, the Company shall take into account corrections;

12.3. during the course of the Proposal verification the Company shall be entitled to ask for additional information from the candidate or invite to negotiations;

12.4. during the negotiations with the Candidates, the Company may amend the technical requirements for the Procurement, if such amendments in the best way correspond to the needs and interests of the Company;

12.5. if the Proposals for the Procurement is not beneficial, the Company shall be entitled to propose that all candidates decrease the price of the Proposal, with or without making amendments to the Terms of reference, prior to making the decision regarding the results of the Procurement.

13. Decision making:

13.1. after the verification of proposals, the Company shall assess the proposal according to selection criteria. The Candidate who correspond mostly to the needs and interests of the Company in terms of qualification, experience and value for money will be selected;

13.2. if only one Proposal has been submitted for the Procurement, the Company shall decide whether it complies with the Request for Proposal, whether it is beneficial and whether the particular candidate may be announced as a winner for the Procurement;

13.3. the approval of the decision of the Company regarding entering into an agreement, in accordance with the procedure set by internal regulations of the RB Rail AS, shall serve as a basis for entering into an agreement with the winner of the Procurement.

14. Announcement of Results and Entering into an Agreement:

14.1. upon taking the decision regarding entering into the agreement referred to in subparagraph 13.3. the Company shall notify the results to the participants of the Procurement within 5 working days and shall enter into a respective agreement with the winner of the Procurement;

14.2. if the selected Candidate fails to enter into an agreement within the time period specified by the Company in the notification, then it shall be deemed that he has refused the rights granted to deliver Services, regarding which the minutes shall be prepared.

In such a case the Company shall take a decision regarding termination of the Procurement without selecting any Proposal, or shall select the next Proposal who correspond mostly to the needs and interests of the Company in terms of qualification, experience and value for money.

15. Other provisions: until the approval of Procurement results the Company shall be entitled to decrease the volume of the subject matter of the Procurement or to make a decision to enter into an agreement only regarding some part of the subject matter of the Procurement or terminate the Procurement procedure with no result due to financial or any other considerations.

16. Company Contact Persons:

16.1. Mārtiņš Blaus, telephone: +371 67234086, e-mail address: martins.blaus@railbaltica.org;

16.2. Vija Vītola, telephone +371 66967171, e-mail address: vija.vitola@railbaltica.org.

Enclosed: Annex No. 1 - Sample of the application on 1 page;

Annex No. 2 - Specification on 1 page;

Annex No. 3 - Draft agreement on 5 pages.

Board project manager



Vija Vītola

[form of the candidate's company]

_____ 2016
No. _____

**APPLICATION
FOR PARTICIPATION IN THE PROCUREMENT
No P/2016-5 “HR Services”**

Candidate _____, reg. No. _____,
(Name of the Candidate)

represented by _____,
(Name, surname and position of the manager or an authorised person)

by submitting this application:

1. confirms its participation in the Procurement organised by the RB Rail AS “HR Services”;
2. offers to deliver services in accordance with the Specification for the following prices¹:

No.	Product/Service	Quantity	Unit price EUR, excl. VAT	Amount EUR, excl. VAT
1	recruitment services for mid-level management and key specialist roles	6		
2	recruitment services for specialists and junior roles	4		
4	Hourly rate for HR consulting services	80*		
Total amount of the Proposal EUR (excl. VAT):				

Total amount of the Proposal EUR (excl. VAT) in words: _____.

**conditional quantity for tender evaluation only. Customer does not grant mentioned quantity to Candidate after entering into an agreement.*

3. confirms that it does not comply with any of the cases for the exclusion of candidates referred to in the Paragraph 3 of the Request for Proposal;
4. confirms that it is informed of the fact that, upon the fulfilment of any cases regarding the exclusion of candidates referred to in Paragraph 3 of the Request for Proposal for Procurement during the period of validity of the Proposal, the Proposal of the Candidate may be refused or, in the case of granting the right to enter into an agreement, the Company may refuse to enter into a procurement agreement;
5. confirms that the Request for Proposal for the Procurement is clear and understandable, that it does not have any objections and complaints and that in case of granting the right to enter into an agreement it shall undertake to fulfil all conditions of the Request for Proposal as well as enter into a procurement agreement in accordance with the draft agreement enclosed with the Request for Proposal;
6. admits the period of validity of its Proposal for at least 100 days from the day of opening of the Proposal;
7. guarantees that all the information provided is true.

(Signature)

LS

Address of the candidate _____,
telephone (fax) number, e-mail address _____.
Position, name and surname of the manager or the authorised person of the candidate

¹ When preparing the financial Proposal, the rules of sub-paragraph 9.1 and 9.2 of the Request for Proposal shall be taken into account

Specification

RB Rail AS has been established by shareholder companies registered in the Republics of Estonia, Latvia and Lithuania. The main business of the Company is the design, construction and marketing (including branding) of the new fast conventional double track electrified railway line with the maximum speed of 240 km/h and European standard gauge linking three Baltic States with Poland and the rest of Europe. Rail Baltica project will build new 1435 mm or European standard width railway in the Baltic countries, to connect Tallinn – Riga – Kaunas – Warsaw – Berlin. RB Rail AS is mandated to receive full project financing (442 million EUR INEA Connecting Europe Facility co-financing) and ensure its utilization for all three beneficiaries – Ministry of Economic Affairs and Communications of Estonia, Ministry of Transport of Latvia and Ministry of Transport and Communications of Lithuania.

Tasks:

RB Rail AS will be recruiting 10 (ten) middle to lower management positions (such as procurement specialist, communications and public affairs manager, junior level legal advisor, project managers, administrative assistant, technical experts, etc.) to ensure RB Rail AS global project management and control function. The RB Rail representative will work with the Contractor to identify the positions and their requirements. The contractor will conduct a full selection process and make recommendations to the Management Board, who will make the final decision in appointing the candidates for these positions.

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

1. The recruitment services, consisting of:
 - 1.1. definition of competence requirements and salary level for the correspondent position, definition of qualification requirements, skills and experience for employee;
 - 1.2. development of an accurate job description for a particular position in accordance with the organizational structure and business aims of the Customer;
 - 1.3. organization and conducting of recruitment process, including organization and conducting of job interviews;
 - 1.4. preparation of documentation, necessary for the initiation of labour relations based on an existing contract template.
2. The human resources management services, hereinafter - HR services, consisting of:
 - 2.1. provision of consultations to the Customer on the organisational structure of the company, performance issues, remuneration policy and other human resources policy issues;
 - 2.2. drafting of personnel development policy and employee training plan.

Deadline:

All the services described above have to be utilized during the duration of the agreement, but not later than until December 30, 2016.

DRAFT

**Agreement on provision of recruitment
and human resources management services**

No. _____

Riga, _____, 2016

RB Rail, AS, registration number 40103845025, legal address: Gogoļa street 3, Riga, LV-1050, represented by its board member Baiba Anda Rubesa, who is acting in accordance with the statute, hereinafter – the Customer, from the first side, and

_____ hereinafter – the Provider) from the other side,
altogether – the Parties, each one of them – the Party, by mutual agreement, without fraud, deceit or coercion, conclude an agreement on provision of recruitment and human resources management services, hereinafter – the Agreement, of the following content,

1. The Object of the Agreement

- 1.1. The Customer assign and the Provider undertakes to provide recruitment and human resources management services, hereinafter – the Services, whereas the Customer undertakes to pay for the Services provided by the Provider in accordance with the Agreement.
- 1.2. The recruitment services consist of:
 - 1.2.1. definition of competence requirements and salary level for the specific position, definition of qualification requirements, skills and experience for an employee;
 - 1.2.2. preparation of job description for a particular position in accordance with its specification, the organizational structure and business aims of the Customer;
 - 1.2.3. organization and conducting of recruitment process, including organization and conducting of job interviews;
 - 1.2.4. preparation of documentation, necessary for the initiation of labor relations based on an existing contract template;
- 1.3. The human resources management services, hereinafter - HR services, consist of:
 - 1.3.1. provision of consultations to the Customer on the structure of employees of the company, performance issues, remuneration policy and other human resources policy issues;
 - 1.3.2. drafting of personnel development policy and training plan of employees.
- 1.4. The Provider provides Services to the Customer in accordance with the request of the Customer in the amount necessary for the Customer. The Customer is not obliged to order all the Services stipulated in Article 1.2. and 1.3. of the Agreement within the duration of the Agreement.

2. Sum and method of payment

- 2.1. The Customer pays the Provider:
 - 2.1.1. for recruitment services EUR _____ for each vacancy for mid-level management and key specialist roles;
 - 2.1.2. for recruitment services EUR _____ for each vacancy for specialists and junior roles;
 - 2.1.3. for HR services - for the time actually spent in accordance with the one-hour rate of EUR _____
- 2.2. The Customer pays the Provider for the recruitment services for each vacancy as follows:
 - 2.2.1. 70% of the amount stipulated in Article 2.1.1 of the Agreement shall be paid after request for recruitment services is submitted to the Provider in accordance with Article 3.2. of the Agreement;
 - 2.2.2. 30% of the amount defined in Article 2.1.1. of the Agreement shall be paid as a success fee - if the Customer concludes an employment agreement with the candidate suggested by the

Provider and it withstands the probation period defined by the Customer in the employment contract.

- 2.3. The Customer pays the Provider for the provided HR services in accordance with the time schedule on the actual time spent for the provision of the services that is submitted to the Customer and is prior agreed with the Customer. The minimal counting unit of actual time spent is 0.25 hours (15 minutes).
- 2.4. The Customer makes payments set in Article 2.2. and 2.3. of the Agreement once a calendar month for the services provided in the previous calendar months within 10 working days after receipt of the invoice of the Provider.
- 2.5. The Customer makes payments in by money transfer to the Provider's account _____, _____. The moment of payment of the invoice corresponds to the date, when the Customer gives instructions to the credit institution where it holds its account to transfer the payable amount to the account of the Provider.

3. The terms of provision of services

- 3.1. The Provider provides services to the Customer in accordance with each particular request of the Customer.
- 3.2. The Customer orders recruitment services by making a request to the Provider, indicating the vacancy and providing information, which is necessary for the provision of the services.
- 3.3. The Provider provides recruitment services in accordance with its knowledge and experience and perform all necessary actions in order to select and suggest to the Customer at least three appropriate candidates. The Customer and the Provider may agree on a different amount of suggestable candidates in case there is lack of corresponding qualified personnel in the labor market due to the specific requirements of the vacancy.
- 3.4. The Provider searches for appropriate candidates at the labor markets of Estonia, Latvia and Lithuania, except when the Customer specifically indicates state or states where the candidates shall be searched for. Upon request of the Customer, the Provider shall ensure candidate search in any of the member states of the European Union.
- 3.5. The Provider shall carry out the recruitment procedure within two months' time from the receipt of the request of the Customer. The Customer and the Provider may agree to prolong the term for recruitment procedure for one months.
- 3.6. Upon completion of the recruitment procedure, the Provider shall submit to the Customer a list of appropriate candidates, attaching all available information on each of the candidates listed (e.g., CV, references, letters of recommendation).
- 3.7. The Provider shall perform a repetitive recruitment procedure free of charge in case:
 - 3.7.1. the Customer has not selected any of the candidates suggested by the Provider for the vacancy;
 - 3.7.2. the employment contract with the recruited candidate is terminated within the probation period;
 - 3.7.3. Within three months' time from the date of conclusion of the employment contract the recruited candidate refuses to work, breaches the provisions of the labor law or terms of the employment contract, or is fired in accordance with points 1., 2., 3., 4., 5. or 6 of part 1 of Article 101 of the Labor law.
- 3.8. The Customer orders HR services by sending a request to the Provider, defining the scope of the necessary services. After the receipt of the request, the Customer and the Provider agree on terms and conditions of provision of the requested services.
- 3.9. The Customer orders the services by sending the request to the electronic mail address of the Provider stated in Article 9.2. of the Agreement. The Provider shall confirm the receipt of the request by sending a reply to the electronic address of the Customer.

4. The rights and obligations of the Parties

- 4.1. The Provider shall provide Services using its professional skills, timely and autonomously, in a good quality and with such accuracy that one can expect from a decent and proper Provider.
- 4.2. During the provision of the Services, the Provider undertakes to respect the confidentiality terms determined by the Customer.

- 4.3. The Provider has the right to receive from the Customer information that is necessary for the provision of the Services and in the name of the Customer:
 - 4.3.1. place job advertisement, place information about the vacancy on the Internet, including the social networks, as well as address the potential candidates in any other way;
 - 4.3.2. communicate with the potential candidates and clarify their possible interest in vacancy;
 - 4.3.3. conduct job interviews and testing of the candidates, including the checking of the references;
 - 4.3.4. inform the candidates in written about the results of the recruitment process.
- 4.4. The Provider has the right not to perform the repetitive recruitment procedure in case the selected candidate refuses to conclude the employment contract due to the fact that the contract provided by the Customer contains provisions that differ from the ones included in the request for services.
- 4.5. The Customer is obliged to provide the Provider with accurate and truthful information that is necessary for the provision of the Services.
- 4.6. The Customer undertakes to offer the selected candidate an employment contract on terms and conditions that were defined in the request for the recruitment services.
- 4.7. The Customer has the right:
 - 4.7.1. to participate in the provision of the Services, make recommendations and proposals, give instructions to the Provider regarding the provision of the Services;
 - 4.7.2. refuse to accept the Services if the Customer discovers that the Services or part of the Services are provided in a bad quality, incompletely or not in accordance with the terms of the Agreement;
 - 4.7.3. request the Provider to remove free of charge and within the term defined by the Customer the defects and incompliances that are discovered in the provided Services.

5. The responsibilities of the Parties

- 5.1. The Parties are responsible for the performance of the Agreement in accordance with the terms of the Agreement and in accordance with the provisions of the normative acts of the Republic of Latvia.
- 5.2. The Parties are reciprocally liable for the breaches of obligations and damages caused to the other Party. The Party that is liable for the breach of the contractual obligations shall pay damages to the other Party.
- 5.3. The Customer pays contractual penalties for the delay of payments in the amount of 0.1% (one-tenth of the percent) of the delayed amount for each day of the delay, but not exceeding 10% form the payable amount.
- 5.4. The Provider pays contractual penalties to the Customer for the delay to provide Services in the agreed terms in the amount of 0.1% (one-tenth of the percent) from the price of the services for each day of the delay, but not exceeding 10% of the payable price.
- 5.5. The Provider returns to the Customer payment received in accordance with Article 2.2.1. of the Agreement, if it repeatedly fails to submit to the Customer the list of appropriate candidates for the defined vacancy or the candidates repeatedly are considered to be inappropriate for the vacancy.
- 5.6. The Customer has the right to apply contractual penalty in the amount of 10% form the planned price of the requested services, in case the Provider informs the Customer about its inability to provide the requested services.
- 5.7. The Customer has the right to deduct the contractual penalty form the payments to the Provider, if it applies contractual penalty in accordance with Article 5.4. or 5.6. of the Agreement or if it in accordance with Article 5.5. of the Agreement has the right to receive back the payment for the services the Provider failed to provide.
- 5.8. The Provider undertakes full responsibility for the provision of the Services in accordance with the Agreement and normative acts and for provision of the Services in a proper way and in a good quality.

6. The entrance into force of and amendments to the Agreement, dispute settlement

- 6.1. The Agreement shall enter into force upon its signing by the both Parties and shall remain in force until the Parties fully complete their contractual obligations.

- 6.2. Each of the Parties has the right to terminate the Agreement giving a written notice to the other Party one month in advance. The Provider in that case shall complete all the Services already requested by the Customer.
- 6.3. All amendments and additions to the Agreement shall be made in writing and shall become an integral part of the Agreement from the moment they are signed by the both Parties. If any of the provisions of the Agreement become void, it shall not affect other provisions of the Agreement.
- 6.4. The Parties shall timely notify the changes of billing details, legal addresses or representatives.
- 6.5. All the disputes and disagreements, which may arise from the Agreement or due to the Agreement, shall be settled between the Parties by trying to reach an agreement. If the Parties are not able to reach a mutual agreement, the dispute shall be settled in the court of the Republic of Latvia in accordance with the normative acts of the Republic of Latvia.
- 6.6. The Parties shall follow the external normative acts of the Republic of Latvia regarding all the issues not stipulated in the Agreement.

7. Terms of Confidentiality

- 7.1. All information, hereinafter – the Information, the Customer reveals to the Provider in relation to the requested services or becomes available to the Provider in the process of provision of the Services, is confidential, except the one mentioned in Article 7.2. of the Agreement. The Provider undertakes to use the Information only for the purposes of provision of the Services. This obligation remains in force after the provision of the Services is completed fully or partially and/or after the Agreement expires.
- 7.2. The following Information revealed by the Customer is not considered confidential:
 - 7.2.1. information that was available to the Provider before it was submitted and revealed by the Customer;
 - 7.2.2. information that has become or becomes public regardless of the Provider.
- 7.3. The Provider undertakes not to reveal the Information to the third persons, except to the potential candidates for the vacancy. The Provider reveals the Information to the potential candidates only to the extent it finds necessary for the recruitment. The Provider ensures that its employees or other persons involved in the provision of the Services respect the provisions of confidentiality defined in the Agreement. The Provider shall be fully responsible for the damages caused to the Customer due to the reveal of the Information to the third persons, disregarding whether the information was revealed by the Provider itself, its employees or by other persons involved in the provision of the Services.
- 7.4. The disclosure of the Information will not be considered a breach of the Agreement if it is revealed due to the legislative requirements and in accordance with the provisions of the normative acts.

8. Force majeure

- 8.1. None of the Parties will be considered in breach of the Agreement to the extent that any fulfilment of obligations under the Agreement is prevented or becomes impossible due to the event of force majeure, which neither of the Parties was able to prevent by any reasonable measure available to it.
- 8.2. The force majeure clause shall apply also to the changes in legislative regulations and existing rules that may delay or make the provision of the Services impossible.
- 8.3. The Party that refers to the force majeure shall without delay and within the shortest possible time notify to the other Party in writing the force majeure circumstances. The other party has the right to request the certified statement of the competent authority that proves and characterizes the notified force majeure circumstances.
- 8.4. In case the fulfilment of the obligations of the Agreement becomes impossible due to the force majeure circumstances for more than 30 (thirty) days, the Parties has the right to withdraw from the Agreement. In this case the Provider shall transfer to the Customer the completed Services and the Customer shall pay for them.

9. Representatives of the Parties

- 9.1. The representative of the Customer that is authorized in the name of the Customer to submit the requests for the Services, as well as to accept or agree to the provided Services is _____, phone No. _____, email address _____
- 9.2. The representative of the Provider that is authorized to confirm the receipt of the request for the Services, agree to the terms and conditions for the provision of the Services and transfer the provided Services to the Customer is _____, phone No. _____, email address _____.

10. Other Conditions

- 10.1. The Agreement is made in English in 2 (two) identical copies on 5 (five) pages, one copy for each Party. Both copies are of the same legal force.

11. The Signatures of the Parties

RB Rail, AS
Adrese: Gogoļa iela 3,
Rīga, LV-1050,
Reģ. Nr. Nr. 40103845025
Banka:
Konta Nr. _____

Baiba Rubesa
Board Member