

**OPEN PROCUREMENT  
"Recruitment services and Human Resource management services"  
(identification No RBR 2017/8)  
REGULATION**



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

2017

RB Rail AS, registration No.40103845025, Legal address: Gogoļa iela 3, Rīga, LV-1050, Latvia. Office address: Kr Valdemara iela 21, Rīga LV-1010, Latvia (hereinafter - the Company) organises procurement "Recruitment services and Human Resource management services" identification No RBR 2017/8 (hereinafter - Procurement).

## Rules of the Procurement:

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

1.1. Organise recruitment of subject matter expert, lead project manager, project manager level positions to ensure RB Rail AS global project management and control function. The position levels are defined following project organization terminology and in accordance with the position's level of authority, responsibility, and expertise. 1.1. The open competition is co-financed by the Connecting Europe Facility (CEF).

Tenderer search area: Pan-Baltic, for some subject matter expert positions the search may need to be extended to EU member states.

1.2. The Human Resource management services (*relevant for procurement part 2*). Consultations on Human resource management related matters. Consultations on integrated project organisation development. For detailed description of services required by subject-matter please see Specification (Annex No 2).

1.3. Recruitment of project assistant and specialist level positions. The position levels are defined following project organization terminology and in accordance with the position's level of authority, responsibility, and expertise. Tenderer search area: Latvia

CPV code: 79600000-0 (recruitment services).

The object of procurement has been divided in 2 (two) parts:

No.	Subject-matter	CPV code
Part No. 1	Recruitment services and Human Resource management services	79600000-0
Part No. 2	Recruitment services and Human Resource management services	79600000-0

1.4. The Tenderer can submit proposal for the entire volume of the procurement or for separate of parts indicated in Paragraph 1.4. of the Regulation.

### 2. Delivery of the Services

2.1. Deadline: within 18 month after entering into an agreement;

2.2. Place: RB Rail AS, Kr.Valdemara iela 8, 4<sup>th</sup> floor, Rīga.

### 3. Provisions for the Exclusion of Tenderers

3.1. Conditions for the mandatory exclusion of Tenderers are set out in Section 1 of Article 42 of Public Procurement Law of the Republic of Latvia. The compliance of the Tenderers with the conditions for exclusion will be verified in accordance with the procedure set forth in Article 42 of Public Procurement Law of the Republic of Latvia.

3.2. If the Tenderer or member of a partnership, if the applicant is a partnership corresponds to the cases of exclusion indicated in Section 1, Clause 1., 3., 4., 5., 6. or 7. of Article 42 of Public Procurement Law of the Republic of Latvia, the Tenderer shall indicate it in the proposal and if this Tenderer is recognised as eligible for awarding the right to conclude the agreement, the Tenderer shall submit an explanation and proof regarding the recovery of detriment caused or agreement concluded on the recovery of detriment caused, cooperation with the

investigation institutions and technical, organisational and technical management measures taken to prove their trustworthiness and to avert that identical and similar cases repeat in the future (*Section 2 of Article 43 of Public procurement law of the Republic of Latvia*).

**4. Qualification requirements for the Tenderers and documents to be submitted:**

<p><b>4.1. The Tenderer corresponds to the following requirements:</b></p>	<p><b>4.2. To prove the compliance with the requirements indicated by the Customer the Tenderer has to submit the following documents:</b></p>
<p>4.1.1. the Tenderer has got acquainted and agrees with the terms of the Regulations;</p>	<p>4.2.1. application (Annex No. 1) signed by the Tenderer for the participation in the procurement in accordance with Annex No. 1 to the Regulation "Application". If the application is submitted by a group of persons, the information about the members of the group of persons and about the authorized representative of the group is enclosed to the application as well as the division of the responsibility of each person;</p>
<p>4.1.2. the Tenderer is registered in the Commercial Register in an equivalent institution registering commercial activities in foreign countries if regulatory enactments envisage such a requirement;</p>	<p>4.2.2. the Company shall check the compliance of the Tenderer to the requirements indicated in subparagraph 4.1.2. of the Regulation by obtaining the information from the data base of the Enterprise Register. A foreign registered Tenderer shall submit a document issued by a competent institution of the respective country which confirms that the Tenderer has been appropriately registered in accordance with the legislative requirements of the respective country;</p>
<p>4.1.3. the representative of the Tenderer who has signed the proposal documents has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer;</p>	<p>4.2.3. the document confirming the right of signature (representation) of the representative of the Tenderer who signs the proposal. If the Tenderer submits a power of attorney (original or a copy certified by the Tenderer) there shall be additionally submitted document confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer;</p>
<p>4.1.4. the Tenderer within last 3 (three) years: 4.1.4.1. had successful international experience in recruitment of high middle to middle level management positions and high level expert positions for 3 (three) projects (clients) and at least 1 (one) project must be related to infrastructure and/or transport sector (to cover required area of recruitment, experience can be combined from more than one project) <i>(only relevant if the Tenderer submits a</i></p>	<p>4.2.4. a description of experience where the Tenderers experience is clearly specified according to Form 1 (Annex No 3) and at least 1 (one) positive reference from Client, which shall correspond to required qualification criteria stated in Section 4.1.4.1 and 4.1.4.2.</p>

<p><i>tender for procurement part 1);</i></p> <p>4.1.4.2. had at least 1 (one) international project (client) and at least 1 (one) project (client) was related to infrastructure and/or transport sector <i>(only relevant if the Tenderer submits a tender for procurement part 2).</i></p>	
<p>4.1.5. the Tenderer:</p> <p>4.1.5.1. within last 3 (three) years had experience in developing position descriptions (position purpose, essential job functions, requirements, preferred qualifications) in accordance with the organizational structure and business aims of the Customer <i>(relevant for both procurement parts);</i></p> <p>4.1.5.2. within last 3 (three) years had experience using recruitment methods and tools (headhunting, assessment methods etc.) <i>(only relevant if the Tenderer submits a tender for procurement part 1).</i></p> <p>4.1.5.3. had at least 3 years experience in recruiting personnel <i>(only relevant if the Tenderer submits a tender for procurement part 2).</i></p>	<p>4.2.5. a description of experience where the Tenderers experience is clearly specified according to Form 2 (Annex No 3).</p>
<p>4.1.6. specialist proposed by Tenderer who will be providing Services (main contact person)*:</p> <p>4.1.6.1. has a higher education (Masters or equivalent) in the field of Human resource management, Organization Psychology, Business Administration, Law or equivalent <i>(relevant for both procurement parts);</i></p> <p>4.1.6.2. within last 3 (three) years has experience in development of personnel documentation and/or employment relations (job descriptions, qualifications criteria, etc.) <i>(relevant for both procurement parts);</i></p> <p>4.1.6.3. has experience in managing Human Resource function at least 3 (three) years at/ for an international company <i>(only relevant if the Tenderer submits a tender for procurement part 1);</i></p> <p>4.1.6.4. within last 3 (three) years had experience in developing Human Resource processes and policies in an organization, such as performance management, remuneration,</p>	<p>4.2.6. Tenderers' proposed main contact person's qualification in accordance with Form 3 (Annex No 3) accompanied with copy of diploma and CV that verifies experience required by the qualification criteria stated in sub-sections of Section 4.1.6. (if originals of required documents are in any other language than English they have to be accompanied with translation in English signed by holder of document).</p>

<p>incentives (<i>only relevant if the Tenderer submits a tender for procurement part 1</i>);</p> <p>4.1.6.5. within last 3 (three) years had experience in organisational development (i.e. matrix or integrated project organisation) (<i>only relevant if the Tenderer submits a tender for procurement part 1</i>);</p> <p>4.1.6.6. has excellent English language skills (<i>only relevant if the Tenderer submits a tender for procurement part 1</i>).</p> <p>4.1.6.7. has at least 3 (three) years' experience in recruitment (<i>only relevant if the Tenderer submits a tender for procurement part 2</i>).</p>	
<p>4.1.7. The Tenderer:</p> <p>4.1.7.1. has Pan-Baltic representation, including access to national recruitment databases, and can ensure recruitment processes in the Baltics (<i>only relevant if the Tenderer submits a tender for procurement part 1</i>);</p> <p>4.1.7.2. has access to Latvian recruitment databases and can ensure recruitment processes in Latvia (<i>only relevant if the applicant submits a tender for procurement part 2</i>)</p>	<p>4.2.7. list of representations in countries (according to Section 4.1.7.1. and 4.1.7.2.).</p>
<p>4.1.8. the Tenderer offers to deliver services in accordance with the Technical specification.</p>	<p>4.2.8. technical offer: executive Summary. Tenderers should provide a summary of their organization, their proposed approach for working with the Company. Approach should include a description of conducting recruitment process, including key milestones and time line. Indicate the recruitment strategies, channels/methods for sourcing and selecting the job Tenderers. Reports and communication with the Company. This summary should be no longer than 2 pages.</p>

## 5. Proposal of the Tenderer

5.1. The documents indicated in Section 4 of the Regulation can be replaced by European Single Procurement Procedure Document (by filling in only the parts of the documents that refer to the confirmation of the requirements indicated in the Regulation) that can be submitted by the Tenderer as the initial proof for the confirmation that the requirements of the qualification have been fulfilled. The European Single Procurement Procedure Document is available at: <https://ec.europa.eu/growth/tools-databases/espd/filter?lang=lv>.

If the Tenderer has chosen to submit the European Single Procurement Procedure Document, this document will also be submitted for each person on whose capabilities it bases to confirm that the qualification corresponds to the requirements envisaged by the documents of the procurement

procedure, as well as about the sub-contractor indicated if the value of services to be provided by the subcontractor comprises at least 10 percent from the value of the procurement agreement.

At any stage of the procurement procedure, the Customer shall have the right to request that the Tenderer submits all documents or apart of documents confirming the compliance of the Tenderer to the requirements of the selection of Tenderers determined by the notification on the agreement or procurement procedure documents. The Customer shall not request the information and documents that he/she already has at its disposal or that is available in public data basis.

5.2. If the Tenderer plans to involve subcontractors for providing the service or basis on the possibilities of other persons, the Tenderer shall additionally submit the following documents to confirm that the qualification of the Tenderer corresponds to the qualification requirements envisaged in the Regulation:

5.2.1. a list of all subcontractors (if value of the services provided by subcontractor is 10 % of the total contract value or more) involved with the following information indicated: name of the company, registration No., the type and volume of works to be handed over to each subcontractor (Annex No 3 Form No 4);

5.2.2. agreement with a subcontractor, the confirmation of the subcontractor or any other proof on handing over the necessary resources at the disposal of the Tenderer.

## **6. Proposal Submission:**

6.1. Proposal (documents referred to in Section 4 of Regulation) for participation in the Procurement shall be submitted personally, by courier or registered mail to:

6.1.1. RB Rail AS, Kr.Valdemara Street 21, 6<sup>th</sup>, Riga, LV-1010 - if the Tenderer submits a Proposal by 31 March.

6.1.2. RB Rail AS, Kr.Valdemara Street 8, 4<sup>th</sup> floor, Riga, LV-1010 - if the Tenderer submits a Proposal from 1 April till 13 April.

A Proposal must be submitted by 13 April 2017 till 14:00 o'clock.

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

6.3. Proposals submitted after the expiry of the deadline for the submission of Proposals shall not be reviewed. The Tenderer is responsible for the timely delivery of the proposal to the Company if the Tenderer uses courier or registered mail. Proposals received after the deadline will be sent back unopened;

6.4. Tenderer may recall or amend its submitted Proposal before the expiry for the deadline of Proposals. In case of amendments, the Tenderer has to clearly notify that the Proposal is amended by indicating: "AMENDMENTS" in addition to the information mentioned in paragraph 7.

6.5. The opening of proposals shall be open and all interested persons can participate in it. The members of the meeting of opening proposals shall be registered.

6.6. The procurement commission shall inform about the proposals received in the meeting of opening the proposals, as well as about the date of receiving each proposal, the price offered and any other information that is considered necessary by the procurement commission.

6.7. The proposals submitted in open tender shall be the property of the Customer and shall not be returned to the Tenderers except for the cases when the Tenderer has submitted the proposal after the time limit determined in paragraph 6.1. of the Regulation, or if the Tenderer uses the right indicated in paragraph 6.4. of the Regulation and recalls the proposal.

## **7. Preparation and layout of the Proposal:**

7.1. the Tenderer shall submit a Proposal in a glued envelope, on which is clearly indicated: "Proposal for Procurement (id. No RBR 2017/8) "Recruitment services and Human Resource management services" Do not open until 13 April, 2017 at 14:00 o'clock". And the address (Paragraph 6.1. of the Regulation). The name, address and telephone number of the Tenderer shall be specified on the envelope;

7.2. a Proposal shall be submitted sewn or bound together, in written form, in English;

7.3. in case that there are documents in the Proposal which originally are not in English, a translation certified by the Tenderer has to be included;

7.4. one original, one copy and a soft copy (soft copy files being in MS Office format and PDF format, or compatible with the mentioned formats) of the Proposal shall be submitted for the Procurement.

All costs associated with the proposal preparation and submission shall be borne by the Tenderer.

**8. Criteria for the selection of a Proposal:**

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

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

Criterion	Proportion of the Criterion	Numeral value of the Criterion
proposed approach for working with the Company	30 %	30
price offered	70 %	70
TOTAL	100 %	100 points

8.2.1. When assessing the criterion “proposed approach for working with the Company”, the procurement commission shall take into account Tenderer’s proposed approach for working with the Company (executive summary). This summary should be no longer than 2 pages.

Approach should include:

- a) a description of conducting recruitment process, including key milestones and time line;
- b) the recruitment strategies, channels/methods for sourcing and selecting the job Tenderers;
- c) reports and communication with the Company.

8.2.2. The procurement commission is evaluating the criterion individually, evaluating with points:

8.2.2.1. 30 (thirty) points, if the Tenderer’s description of proposed approach for working with the Company is outstanding and expanded, there is detailed description about collaboration between Tenderer and Company in the various service execution stages and situations, the Tenderer has described in details recruitment strategies, channels/methods for sourcing and selecting the job Tenderers (describing their advantages and compliance with the purpose and results), key milestones, processes and their deadlines, reports and communication with the Company.

8.2.2.2. 20 (twenty) points, if the Tenderer’s description of proposed approach for working with the Company is good – it includes the necessary information contained in Section 8.2.1., but the components are not sufficiently described. Tenderer’s description creates only a general idea of the scope of cooperation between Tenderer and Customer, the Tenderer’s description of conducting recruitment process, including key milestones, time line, recruitment strategies, channels/methods for sourcing and selecting the job Tenderers, reports and communication with the Company.

8.2.2.3. 10 (ten) points, if the Tenderer’s description of proposed approach for working with the Company is satisfactory – partly includes the necessary information contained in Section 8.2.1. or/and Tenderer’s description is uncertain or contradictory.

8.2.2.4. awarded with no points, if the Tenderer has agreed to provide services according to the Specification, re-written the Specification without elaborating and supplementing the information contained in Section 8.2.1. The Tenderer clearly has not understood the scope and depth of subject matter, required specific tasks.

8.2.3. When assessing the criterion “Price” of the Financial Proposal, the procurement commission shall take into account the price of the total offer (without VAT). Points shall be calculated for the criterion “Price” in accordance with the following formula (the lowest price offered/the price of proposal) x 70 = points of the price.

## **9. Cost proposal:**

- 9.1. the costs shall be specified in EUR, (excluding VAT);
- 9.2. the costs shall include all expenses of the Tenderer in relation to the delivery of the Services up to the delivery place.

## **10. Proposal selection criterion**

The Proposal which corresponds to all requirements of the Request for Proposal and is the most economically advantageous will be selected. If two or more tenders have the same ratio, the one with the lowest price will be ranked first, if the ratio and the price are the same, then the tender received first will be attributed as first.

## **11. Rights and duties of the procurement commission**

11.1. The procurement commission shall have the following rights:

- 11.1.1. to reject the proposal of the Tenderer if the Tenderer has not complied with the terms envisaged by this Regulation;
- 11.1.2. to request that the Tenderer explains the information included in the proposal. The Customer shall have the right to check the necessary information in the competent institution, in data basis that are available to general public as well as in other publically available sources;
- 11.1.3. to correct mathematical errors in financial proposals of the Tenderers by informing the Tenderers about it;
- 11.1.4. to invite an expert for checking the design of the proposal, for selection of Tenderers as well as for the verification and evaluation of the compliance of the proposals;
- 11.1.5. to select the second most economically advantageous proposal if the Tenderer selected refuses to conclude the agreement with the Customer.

11.2. The duties of the procurement commission:

- 11.2.1. to ensure the procedure and documentation of the procurement procedure;
- 11.2.2. to ensure free competition of the Tenderers as well as equal and just attitude towards the Tenderers;
- 11.2.3. pursuant to the request of interested suppliers to provide information about the Regulation within the order stipulated by the regulatory enactments;
- 11.2.4. to evaluate Tenderers and the proposals submitted by the Tenderers in accordance with the Public Procurement Law, other regulatory enactments and this Regulation, as well as to select a proposal or to make the decision on the termination of the procurement procedure without selecting any proposal;
- 11.2.5. to ensure the availability of the information in "Procurement" section of the webpage of the Customer <http://www.railbaltica.org/en/procurements> in case there are any corrections made or explanations provided regarding the object of the procurement.

## **12. Rights and duties of the Tenderer**

12.1. The Tenderer shall have the following rights:

- 12.1.1. to unite in a group with other Tenderers and to submit one common proposal;
- 12.1.2. to amend or recall the proposal submitted before the deadline for submitting the proposals;
- 12.1.3. to request explanations regarding the preparation of the Proposal. All requests shall be executed in writing in English by sending to e-mail: [procurement@railbaltica.org](mailto:procurement@railbaltica.org). Subject of the e-mail must begin with Procurement number: "RBR 2017/8." The name, address and telephone number of the Tenderer must be specified in content of the e-mail.
- 12.1.4. to submit the application to the Customer regarding the terms of the Regulation (before submitting the proposal) and regarding the activity of the procurement commission (the Customer) during the procurement procedure (before concluding the agreement);
- 12.1.5. to submit the application to the Procurement Supervision Bureau regarding the terms of the Regulation and regarding the activity of the procurement commission (the Customer) during the procurement procedure in accordance with the order prescribed in Section 68 of the Public Procurement Law.



- 12.2. The Tenderer shall have the following duties:
- 12.2.1. to prepare the proposal in accordance with the requirements of the Regulation;
  - 12.2.2. to provide true information about own qualification and the proposal;
  - 12.2.3. to provide responses on the inquiries of the procurement commission regarding additional information that is necessary for the selection of the Tenderers, verification of the compliance of the proposals, their comparison and evaluation within the time limit indicated by the procurement commission;
  - 12.2.4. to cover all costs that are related to the preparation and submitting the proposals;
  - 12.2.5. till the end of the deadline for submitting the proposals, to follow the information about the process of the procurement in "Procurement" section of the webpage of the Customer <http://www.railbaltica.org/en/procurements> taking into account the fact that the Customer ensures free and direct electronic access to the documents of the open tender.

**13. Announcement of Results and Entering into an Agreement:**

- 13.1. upon taking the decision of procurement commission regarding entering into the agreement the Company shall notify the results to the participants of the Procurement within 3 working days;
- 13.2. if the selected Tenderer 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.

**14. Company Contact Persons:**

- 14.1. In aspects concerning the subject matter of open competition: Board Project Manager, Vija Vītola, telephone +371 2923 0079, e-mail address: [vija.vitola@railbaltica.org](mailto:vija.vitola@railbaltica.org);
- 14.2. Procurement organizational aspects: Procurement Specialist, Elīna Saule, telephone: +371 266 544 33, e-mail address: [elina.saule@railbaltica.org](mailto:elina.saule@railbaltica.org), [procurement@railbaltica.org](mailto:procurement@railbaltica.org).

Enclosed: Annex No 1 – Sample of the application on 1 page;  
Annex No 2 – Specifications on 2 pages;  
Annex No 3 – Tenderers' Experience Form 1, 2, 3 on 1 page and list of subcontractors Form 4 on 1 page;  
Annex No 4 – Tenderers' Financial Form on 1 page;  
Annex No 5 – Draft agreement on 6 pages.

Procurement Manager

Aigars Kivliņš



[form of the Tenderer's company]

\_\_\_\_\_ 2017  
No. \_\_\_\_\_

**APPLICATION  
FOR PARTICIPATION IN THE OPEN COMPETITION**

Id. No: RBR 2017/8 "Recruitment services and Human Resource management services"

Tenderer \_\_\_\_\_, reg. No. \_\_\_\_\_,  
(Name of the Tenderer)  
represented by \_\_\_\_\_,  
(Name, surname and position of the manager or an authorised person)

by submitting this application:

1. confirms its participation in the open competition organised by the RB Rail AS "Recruitment services and Human Resource management services" Id No: RBR 2017/8;
2. 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;
3. confirms that there is no interest in any other proposal that has been submitted in this procurement;
4. agrees with the requirements, terms and provisions determined for the Tenderer;
5. guarantees that all the information provided is true.

\_\_\_\_\_  
(Signature)

LS

Address of the Tenderer \_\_\_\_\_  
telephone (fax) number, e-mail address \_\_\_\_\_  
Position, name and surname of the manager or the authorised person of the Tenderer  
\_\_\_\_\_

## TECHNICAL SPECIFICATION

### Overview

On October 28, 2014, OÜ Rail Baltica Estonia (Estonia), SIA Eiropas dzelzceļa līnijas (Latvia) and UAB Rail Baltica Statyba (Lithuania) concluded a shareholders' agreement establishing a joint venture company in Latvia - RB Rail AS, Registration No. 40103845025. The mandate of RB Rail AS, in accordance with the above mentioned agreement, is the delivery of the *Rail Baltica* Project – a fully operational and interoperable railway. RB Rail AS main business 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 1435 mm European standard gauge on the route from Tallinn through Pärnu (EE), Riga (LV), Panėvėžys (LT), Kaunas (LT) to the Lithuania/Poland state border (with the connection of Kaunas-Vilnius as part of the route of the railway). The expected core outcome of the *Rail Baltica* Project is a railway line of more than 700 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 relevant sector of activity according to Statistical classification of economic activities in the European Community NACE Rev.2 is 42.12 Construction of railways and underground railways. In the operations phase, the railway line operation (railway infrastructure management) will fall under 52.21 Service activities incidental to land transportation. RB Rail AS is mandated to receive full project financing (4,8 billion 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.

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 Tenderers for these positions.

### TECHNICAL SPECIFICATION FOR PROCUREMENT PART 1

The Contractor shall undertake to carry out the assignment for the recruitment of employees for the following positions:

Subject matter expert	Civil Engineer (roads and network)
Subject matter expert	Civil Engineer (structural)
Subject matter expert	Environment specialist
Subject matter expert	Electrification engineer
Subject matter expert	Railway track engineer 1435
Subject matter expert	Railway track engineer 1435
Subject matter expert	ERTMS engineer
Subject matter expert	Railway operation specialist
Subject matter expert	Railway operation specialist
Project manager	Internal control
Lead Project manager	Business development specialist (logistics)
Lead Project manager	Business development manager
Lead Project manager	Supplier contract manager
Lead project manager	BIM Manager
Project manager	Project manager Technical

Project manager	Project manager Technical
Lead project manager	Global project plan manager
Lead project manager	Safety and security

The position levels are defined following project organization terminology and in accordance with the position's level of authority, responsibility, and expertise.

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

- a) develop position description, (position purpose, essential job functions, requirements, preferred qualifications) in accordance with the organizational structure and business aims of the Customer;
- b) advise on the best practices for the development of integrated project organisation;
- c) develop and execute recruitment plan, sourcing Tenderers in Estonia, Lithuania and Latvia, and/or, to extend the search to EU member states, if required;
- d) evaluate Tenderers, conduct interviews and tests (if necessary), shortlist 3-4 Tenderers for each position and present them to the RB Rail AS for final interviews with the following written documentation: CV and appraisal of Tenderer according to Tenderer's profile;
- e) produce recruitment process related documentation in English;
- f) English language tests;
- g) reference checks for final applicant;
- h) assist in final offer negotiations.

The human resources management services (hereinafter - HR Services), consisting of:

- a) provision of consultations on the organisational structure of the company;
- b) development or consultations on employment manual, personnel development policy and performance management procedures, remuneration policy and other human resource issues.

#### **TECHNICAL SPECIFICATION FOR PROCUREMENT PART 2**

The Contractor shall undertake to carry out the assignment for the recruitment of employees for the following positions:

Level	Position
Project assistant	Legal assistance
Project assistant	Project assistant
Project assistant	Office and document specialist
Specialist	Procurement Specialist
Specialist	Procurement Specialist
Specialist	Procurement Specialist

The position levels are defined following project organization terminology and in accordance with the position's level of authority, responsibility, and expertise.

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

- a) develop position description, (position purpose, essential job functions, requirements, preferred qualifications) in accordance with the organizational structure and business aims of the Customer;
- b) develop and execute recruitment plan, sourcing Tenderers in Latvia,
- c) evaluate Tenderers, conduct interviews and tests (if necessary), shortlist 3-4 Tenderers for each position and present them to the RB Rail AS for final interviews with the following written documentation: CV and appraisal of Tenderer according to Tenderer's profile;
- d) English language tests;
- e) reference checks for final applicant;
- f) assist in final offer negotiations.

Experience of Tenderer  
[Form No 1]

No	Name of the project (or customer)	Date of completion of the contract	Description of the tasks and approach according to contract, what characterizes required experience, stated in Section 4.1.4.	Recruitment area (Countries where search of Tenderers has been done)	Contact information for references
1.					
2.					
3.					

[Form No 2]

No	Name of the project (or customer)	Date of completion of the contract	Description of the tasks and approach according to contract, what characterizes required experience, stated in Section 4.1.5.	Contact information for references
1.				
2.				
3.				

Experience of the Main Contact person  
[Form No 3]

No	_____ (Name, Surname) _____ (phone, e-mail)				
1.	Education (Educational institution)	Obtained degree (-s)	Description of studies		
1.1.					
<b>Professional experience (relevant to subsections of Section 4.1.6. for respective expert)</b>					
2.	Employer (name of the company) and position in company	Project (client) to whom services were provided under contract	Date of completion of contract (project or task)	Description of the responsibilities according to contract, which characterize the experience, mentioned in respective subsections of Section 4.1.6.	Description of project (period, scope, value of contract/project, funding, etc.)
2.1.					
2.2.					
2.3.					

List of subcontractors  
[Form No 4]

The list of subcontractors of the Tenderer and subcontractors of its subcontractors as well as the share to be handed over to each such subcontractor:

Name of the subcontractor	Registration No.	Type and volume of works to be handed over (please indicate the positions of the purchase share)

### FINANCIAL OFFER FORM FOR PROCUREMENT PART 1

The Tenderer offers to deliver services in accordance with the Specification for the following prices<sup>1</sup>:

No.	Product/Service	Quantity	Unit price EUR, excl. VAT	Amount EUR, excl. VAT
1	recruitment services of high middle to middle level management positions and high level expert positions	18		
2	Hourly rate for HR consulting/management services	80*		
<b>Total amount of the Proposal EUR (excl. VAT):</b>				

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

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

Payment for ensure service includes all costs, connected with ensure service according to the technical specifications (*including access to recruitment databases*).

### FINANCIAL OFFER FORM FOR PROCUREMENT PART 2

The Tenderer offers to deliver services in accordance with the Specification for the following prices<sup>2</sup>:

No.	Product/Service	Quantity	Unit price EUR, excl. VAT	Amount EUR, excl. VAT
1	Project assistant and specialist	6		
<b>Total amount of the Proposal EUR (excl. VAT):</b>				

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

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

Payment for ensure service includes all costs, connected with ensure service according to the technical specifications (*including access to recruitment databases*).

<sup>1</sup> 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

<sup>2</sup> 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

**DRAFT**

**Agreement on provision of Recruitment  
services and Human Resources management services**  
No \_\_\_\_\_

Riga, \_\_\_\_\_, 2017

**RB Rail, AS**, registration number 40103845025, legal address: Gogoļa street 3, Riga, LV-1050, Latvia (office address: Kr Valdemara iela 21, Rīga LV-1010, Latvia) represented by its Chairperson of the Management Board Baiba Anda Rubesa, who is acting in accordance with the statute, hereinafter – the Customer, from the first side, and

\_\_\_\_\_ represented by \_\_\_\_\_, who is acting in accordance with the statute, 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 services 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 services and Human Resources management services (*for procurement part 1*) and to provide Recruitment services (*for procurement part 2*) in accordance with Request for proposal for procurement "Recruitment services and Human Resource management services" Id.No RBR 2017/8, Specification (Annex No 1 of the Agreement) and Providers' proposal for the procurement (\_\_\_\_\_), hereinafter – the Services, whereas the Customer undertakes to pay for the Services provided by the Provider in accordance with the Agreement.
- 1.2. 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 Specification (Annex No 1 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 \_\_\_\_\_, (excl. VAT) for each vacancy;
  - 2.1.2. for Human resource management services - for the time actually spent in accordance with the one-hour rate of EUR \_\_\_\_ (excl. VAT) (*only relevant for procurement part 1*);
- 2.2. Amount of the Agreement is EUR \_\_\_\_\_, VAT 21% EUR \_\_\_\_\_. Total amount of the Agreement including VAT is EUR \_\_\_\_\_.
- 2.3. The Customer pays the Provider for the recruitment services for each vacancy as follows:
  - 2.3.1. 80% of the amount stipulated in Article 2.1.1. of the Agreement shall be paid after entering into employment agreement with selected Tenderer for the particular position;
  - 2.3.2. 20% 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 Tenderer suggested by the Provider and it withstands the probation period defined by the Customer in the employment contract.





- 2.4. The Customer pays the Provider for the provided Human resource management services in accordance with the time schedule on the actual time spent.
- 2.5. The Customer makes payments set in Article 2.1.1. and 2.1.2. of the Agreement once a calendar month for the services provided in the previous calendar months within 10 working days after signed acceptance act and receipt of the invoice of the Provider (*relevant for procurement part 1*)/ receipt of the invoice of the Provider (*relevant for procurement part 2*).
- 2.6. 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 appropriate Tenderers (amount set in Specification). The Customer and the Provider may agree on a different amount of suggestable Tenderers 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 Tenderers at the labor markets of Estonia, Latvia and Lithuania (*relevant for procurement part 1*) and Latvia (*relevant for procurement part 2*), except when the Customer specifically indicates state or states where the Tenderers shall be searched for. Upon request of the Customer, the Provider shall ensure Tenderer 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 month.
- 3.6. Upon completion of the recruitment procedure, the Provider shall submit to the Customer a list of appropriate Tenderers, attaching all available information on each of the Tenderers 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 Tenderers suggested by the Provider for the vacancy;
  - 3.7.2. the employment contract with the recruited Tenderer is terminated within the probation period;
  - 3.7.3. Within three months' time from the date of conclusion of the employment contract the recruited Tenderer 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 Recruitment 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 Tenderers in any other way;
  - 4.3.2. communicate with the potential Tenderers and clarify their possible interest in vacancy;
  - 4.3.3. conduct job interviews and testing of the Tenderers, including the checking of the references;
  - 4.3.4. inform the Tenderers 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 Tenderer 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 Tenderer 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 2.3.1. and 2.3.2. of the Agreement, if it repeatedly fails to submit to the Customer the list of appropriate Tenderers for the defined vacancy or the Tenderers repeatedly are 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 months in advance. The Provider in that case shall complete all the Services already requested by the Customer.
- 6.3. The Agreement can be amended in compliance with the provisions of Section 61. of the Public Procurement Law. Amendments and supplements to the Agreement shall be valid only when they have been prepared in writing and signed by the Contracting 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.
- 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 Tenderers for the vacancy. The Provider reveals the Information to the potential Tenderers 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. Change of Personnel and Sub-Contractors Involved in Contract Implementation**

- 8.1. The Provider selected in the procurement procedure (the party to the procurement contract) is not entitled to change the personnel and sub-contractors stipulated in the tender, as well as to involve additional sub-contractors in the implementation of a contract without alignment



- with the commissioning authority. The commissioning authority may ask the opinion of personnel and sub-contractor about the reasons for the change. The commissioning authority can make provisions in a procurement contract, that the Tenderer selected in the procurement procedure (the party to the procurement contract) has an obligation to align with the commissioning authority the involvement of additional personnel in the fulfilment of a procurement contract.
- 8.2. Change of Personnel nominated in the tender is only allowed in those cases and according to the procedure laid out in the rules of the procurement contract. The commissioning authority shall not agree to a change of the personnel stipulated in the tender in cases referred to in the procurement contract, and in cases, when the proposed personnel do not correspond with the requirements for personnel set in the procurement procedure documents or they do not have equal qualifications and experience as the personnel evaluated when determining the most economically advantageous tender.
  - 8.3. The commissioning authority shall not agree to a change of sub-contractors nominated in the tender, if any of the following conditions exists:
    - 8.3.1. a proposed sub-contractor does not conform to the requirements for sub-contractors specified in the tender procedure documents;
    - 8.3.2. a sub-contractor on whose abilities the Provider selected in the procurement procedure has relied on to certify that their qualification conforms with the requirements specified in the contract notice and the procurement procedure documents, is replaced and the proposed sub-contractor does not have at least the same qualification on which the Provider selected in the procurement procedure has referred to certifying the conformity to the requirements specified in the procurement procedure or they correspond to the Provider exclusion cases referred to in Section 42, Paragraph one of Public procurement law;
    - 8.3.3. a sub-contractor offered, the value of works or services provided by whom is at least 10 percent of total procurement contractual value, corresponds to the Provider exclusion cases referred to in Section 42, Paragraphs one of Public procurement law (in accordance with what is indicated by the commissioning authority in the contract notice or procurement procedure documents);
    - 8.3.4. as a result of sub-contractor replacement such amendments were done in the Provider's proposal that had they been included in initial proposal, they would have influenced the choice of proposal according to tender evaluation criteria set in the procurement procedure documents;
  - 8.4. The commissioning authority shall not agree to involving a new sub-contractor in cases where if such changes had been done in the initial proposal, would have influenced the choice of proposal according to the tender evaluation criteria set in the procurement procedure documents ;
  - 8.5. In examining the conformity of a new sub-contractor, the commissioning authority shall apply the provisions of Section 42 of Public procurement law. The deadlines referred to in Section 42, Paragraph three of Public procurement shall be counted from the day when a request regarding replacement of sub-contractor is submitted to the commissioning authority.
  - 8.6. The commissioning authority shall, within as short a period of time as possible, but not later than within five working days after it has received all the information and documents necessary for taking a decision in accordance with the provisions of this Section, takes a decision to permit or refuse the change of the personnel or sub-contractors of the Provider selected in the procurement procedure (the party to the procurement contract) or involvement of new sub-contractors in the implementation of the contract.

## **9. Force majeure**

- 9.1. 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.



- 9.2. 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.
- 9.3. 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.
- 9.4. 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.

#### **10. Representatives of the Parties**

- 10.1. 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 \_\_\_\_\_
- 10.2. 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 \_\_\_\_\_.

#### **11. Other Conditions**

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

#### **12. The Signatures of the Parties**

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

\_\_\_\_\_  
Baiba Anda Rubesa  
Chairperson of the Management Board

*To be added after results of the procurement:*

**Annex No 1: Request for Proposal, including Technical Specification**

**Annex No 2: Proposal**

