

*Approved by RB Rail AS
open competition “Translation services”
procurement commission session No 1 minutes on
07/03/2017*



REGULATION
of open competition
“Translation services”
(identification No: RBR 2017/7)



Co-financed by the European Union
Connecting Europe Facility

1. THE TERMS USED IN THIS DOCUMENT

- 1.1. **Commission** – the procurement commission established by the joint stock company RB Rail AS in order “To organize an open competition for a framework agreement for “Translation services” and establish procurement commission”, No 11/2017-3 on 3 January 2017;
- 1.2. **Contracting authority** (also, **the Company**) – the joint stock company RB Rail AS, registration number 40103845025, registered address: 3 Gogola Street, Riga, LV-1050, Latvia, office address: 21 Krisjana Valdemara Street, Riga LV-1010, Latvia;
- 1.3. **Open competition** means an open competition for “Translation services”;
- 1.4. **Framework contract** (FWC) means a framework contract concluded between the contracting authority and one or more economic operators for the purpose of establishing the terms governing purchase orders to be awarded during a set period, in particular with regards to price and, where appropriate, quantity of work. FWCs do not give rise to any obligation on the contracting authority to outsource any volume of work;
- 1.5. **Assignment** means a unit of completed service (normally, a translation job) to be delivered to the Company;
- 1.6. **Authorising person** means the person issuing purchase orders;
- 1.7. **Supplier** means a legal or natural person or an association of such persons in any combination thereof, who offers to perform works, supply products or provide services;
- 1.8. **Tenderer** means a supplier, which has submitted a tender in open competition;
- 1.9. **Lot** means one of three language combinations;
- 1.10. **Net** (also, standard) **page** means a page of 250 source language words, the term is to be used as a translation amount estimation and rounding unit;
- 1.11. **Purchase order** means a document issued by the Company for each assignment, specifying the nature of the service and the deliverables to be provided, the volume of work to be carried out, the deadline (date and time) by which the service is to be completed and the exact remuneration due. The purchase order may also include information and any specific instructions on performing the assignment, like the purpose/destination of the text to be translated and delivered or dictionaries and other references to be consulted. No assignment is to be started without a properly agreed purchase order between the authorised representatives of the parties; the issued PO is sent and received by email. Please make sure you have a PO and completely and unconditionally agree to it before you start your work, otherwise inform the Company, get the old PO and job assignment cancelled and a new job assignment and PO issued and sent/received instead. Please promptly inform the Company in case you suspect there may be an error or other change needed on the PO issued;
- 1.12. **Revision** means systematic and careful comparison of the original and target texts before delivery with the purpose of ensuring that the target text is an accurate and consistent rendering of the original, that it meets the quality requirements set in these tender specifications, in a way that any discrepancies between the source and target texts are eliminated and that the target text is suitable for the purpose of this contract and a PO issued. Revision, therefore, includes making any amendments necessary for this purpose. Revisions must be carried out by a person other than the translator. A revision can be a separate deliverable for the purposes of the FWC as part of so called language services;
- 1.13. **Language services** means services performed and delivered with the purpose of ensuring the quality of translated documents and may include tasks like modification (the translation and introduction of amendments into a text which has already been translated), final eye (native target language level editor check of a document before it goes to publishing with the purpose of spotting any possible remaining objective errors, typos, terminology and logical problems, clarity and style issues) and drafting an opinion (professional evaluation of a translated text and

recommending improvements if needed), as well as drafting or updating a Language Style Guide, reviewing the Terminology look-up document and providing consultation to the Company on other language tasks as to be agreed. Language service work unit to bid is Rate per man/day.

- 1.14. **Rate per man/day** means a daily fixed charge which corresponds to effective duration of services provided in the framework of this contract at a rate of 8 hours/day/person, regardless of whether the services are provided during or outside normal working hours. The daily fixed charge is calculated including all office running costs and taxes to be paid by the Company.
- 1.15. **“Source text”** or **“original”** means the text in the source language to be translated into the target language and revised;
- 1.16. **“Translated text”** means the result of the translation and revision process in the target language specified in the FWC;
- 1.17. **“Terminology”** means the relevant terms that express the concepts specific to the subject area covered by these tender specifications;

2. DESCRIPTION OF THE SUBJECT MATTER OF THE PROCUREMENT:

- 2.1. The subject matter of the open competition is the translation of documents related to Rail Baltica project implementation in three language groups: from English – Latvian, Latvian – English; English – Estonian, Estonian – English; English – Lithuanian, Lithuanian – English in accordance with the Specification (Annex No. 2) (the Services). The Company foresees to conclude multiple framework contracts for the provision of translation and language services (revision/proofreading/opinion on work performed/terminology and other) relating to non-legal, legal, procurement, safety and technical text translation and preparing documents for purposes of the railway development. The open competition is co-financed by the Connecting Europe Facility (CEF).
- 2.2. The object of the procurement has been divided into 3 (three) parts:

No.	Subject-matter	CPV code
Part No. 1	Translation services: English – Latvian, Latvian – English	79530000-8
Part No. 2	Translation services: English – Estonian, Estonian – English	79530000-8
Part No. 3	Translation services: English – Lithuanian, Lithuanian – English	79530000-8

- 2.1. The Tenderer can submit proposal for the entire volume of the procurement or for separate of parts indicated in Paragraph 2.2. of the Regulation. Maximum FWCs signed for part No. 1 will be 5 (five). Maximum FWCs signed for part No. 2 and part No. 3 will be 3 (three).
- 2.2. This open competition is organised in accordance with the Public Procurement Law of Latvia.
- 2.3. Contact persons of the Company are:
 - 2.3.1. Procurement organizational aspects: procurement specialist Elīna Saule, telephone: +371 266 544 33, e-mail address: elina.saule@railbaltica.org, procurement@railbaltica.org.
 - 2.3.2. In aspects concerning the subject matter of open competition: Project Board Manager, Vija Vītola, telephone +371 2923 0079, e-mail address: vija.vitola@railbaltica.org.

3. QUALIFICATION REQUIREMENTS FOR THE TENDERERS

3.1. Requirements as to the legal, financial and economic capacity of the Tenderer

The Tenderer has to meet at least the following minimum requirements:

- 3.1.1. the Tenderer is registered in the Commercial Register or an equivalent institution registering commercial activities in foreign countries if regulatory enactments envisage such a requirement;
- 3.1.2. 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;
- 3.1.3. average annual financial turnover within last three years (2014, 2015, 2016) is not less than EUR 50,000 per year;
- 3.1.4. the Tenderer should propose a team consisting of 4 to 8 linguists meeting the following qualification criteria and experience to provide services: an EU university degree evidenced by a degree in any discipline and linguists experience in the language combination tendered at least 1000 standard pages professionally translated or edited of which at least 200 standard pages of texts are of a legal, technical or economic nature or, alternatively, professionally interpreted 200 hours of legal and technical talk on behalf of international public bodies, academic institutions or corporations) within the last three (3) years;
- 3.1.5. the Tenderer should submit information about each linguist (Profile 3 – to meet at least the following minimum requirements and Profile 2 and Profile 1 – if it is offered by the Tenderer) in the form which is attached at Annex 3 Form 2 “Experience of linguists”, signed by the relevant Tenderer. The Tenderer must attach all evidence to the tender, using Annex 3 of the regulations.

4. CONTENT OF A PROPOSAL

- 4.1. The documents shall be included in the proposal in the following order:
 - 4.1.1. Title page entitled “Translation services”, No RBR 2017/7, name, address and contact information of the Tenderer;
 - 4.1.2. The table of contents with page numeration;
 - 4.1.3. Application (Annex No. 1) signed by the Tenderer for participation in the procurement in accordance with Annex No. 1 to the Regulation “Application”. If the application is submitted by a group of persons, information about the members of the group and about the authorized representative of the group is attached to the application as well as the division of responsibility of each person;
 - 4.1.4. the Company shall check the compliance of the Tenderer 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;
 - 4.1.5. 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 an additionally submitted document confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer;
 - 4.1.6. Information on the Tenderer financial turnover;
 - 4.1.7. A list of the translators accompanied with information about each translator in accordance with Annex 3 Form 2 “Experience of linguist”, signed by the proposed person, accompanied with copies of diplomas, CVs and documents that verifies the experience required.
 - 4.1.8. A Technical proposal prepared in accordance with Section 9 of this Regulation.

5. PROPOSAL OF THE TENDERER

- 5.1. The documents indicated in Paragraph 4. of the Regulations can be replaced by the 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) which can be submitted by the Tenderer as the initial proof for 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/espdp/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 of 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 a part of the documents confirming the compliance of the Tenderer to the requirements of the selection of Tenderer determined by the notification in the agreement or procurement procedure documents. The Customer shall not request the information and documents that they already have at its disposal or that is available in a public data base.
- 5.2. If the Tenderer plans to involve subcontractors for providing the service or as a 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:
- 5.1.1. a list of all subcontractors (if the value of the services provided by a 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;
- 5.1.2. 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 these Rules) for participation in the open competition shall be submitted personally, by courier or registered mail to:
- 6.1.1. RB Rail AS, Kr.Valdemara Street 21, 6th, Riga, LV-1010 - if the Tenderer submits a Proposal by 31 March.
- 6.1.2. RB Rail AS, Kr.Valdemara Street 8, 4th floor, Riga, LV-1010 - if the Tenderer submits a Proposal from 1 April till 4 April.
- A Proposal must be submitted by 4 April 2017 till 10:00 o'clock.
- 6.2. A Tenderer is not permitted to submit variations 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 a courier or registered mail. Proposals received after the deadline will be sent back unopened;
- 6.4. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for 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 Sub-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 at the meeting of opening the proposals, as well as about the date each proposal was received, 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 Tenderer except for cases when the Tenderer has submitted the proposal after the time limit determined in Paragraph 6.1.2. of the Regulation, or if the Tenderer uses the right indicated in Paragraph 5.1.2. of the Regulation and recalls their 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 open competition (id. No RBR 2017/7) “Translation services”. Do not open until 4 April 2017 at 10:00 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 there are documents in the Proposal which originally are not in English, a translation certified by the Tenderer has to be included;
 - 7.5. 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 proposal preparation and submission shall be borne by the Tenderer.

8. FINANCIAL PROPOSAL

- 8.1. The Financial Proposal shall be submitted as part of Annex 1 “Application”.
- 8.2. The reference price is the price the tenderer shall quote for translating a page of source text. For the purposes of this FWC, a page means 250 source language words. The reference price should cover all costs relating to performance of the FWC (e.g. retrieval, handling and delivery of texts, access to terminology and document databases, creation and delivery of translation memories (if needed). It also covers administrative tasks, communications, taxes, social security contributions.
- 8.3. The reference price of Language services is to be bid per man-day (eight hours of work). Please note that the linguist services man-day price is not used in the tender evaluation and the purpose of it is to have an opportunity to contract trusted quality language services for linguistic queries and independent text quality consultations. When submitted along with a standard page translated price, indicated linguist services man-day bids should be accompanied by the CV of the linguist to perform services and their areas of particular expertise. These linguists should be in the tenderer’s team. One bidder may offer up to three experienced linguists at the same man-day price.
- 8.4. The price may vary from one lot (language combination) to another, must be expressed in euros (EUR) and must not include value added tax (hereinafter – VAT).
- 8.5. The proposed contract price is to be calculated and indicated with an accuracy of 2 (two) decimal places. If more than 2 (two) decimal places are indicated, then only the first two decimal places will be taken into account.
- 8.6. The prices are fixed for all the term of the fulfilment of the Contract and are not recalculated.
- 8.7. For translation services provided under the FWC, the Company will pay the contractor a sum equal to the number of pages of source text as determined by the Company (based on Word page counting), multiplied by the price per page as laid down in the FWC.
- 8.8. The number of standard pages will be determined by the Company and agreed by the Supplier, and set in a PO. Only POs shall be used for payment processing, please make sure they are correct.
- 8.9. No supplement will be paid on the grounds of urgency or the nature of the work.

9. TECHNICAL PROPOSAL

- 9.1. The Tenderers should submit a Technical offer in accordance with Annex 2 “Technical specification”, containing five parts:

9.1.1. **Description of the quality assurance and control procedures** specifically geared to meeting the quality requirements specified in Quality requirements in the Technical Specifications:

- description of methods for ensuring consistent terminology including the use of terminological and documentary databases (**maximum 500 words**);
- description of coordination of the team of translator(s)/reviser(s) (**maximum 500 words**);
- Description of quality assurance applied to the terminology job, including the methods used to revise the terminology and to incorporate feedback from requesters and description of approach and a sample of quality review of a reviewers' work performed on a technical completed translation and used terminology list (**maximum 1500 words**);

9.1.2. **Description of procedures for selecting/recruiting translators/revisers, including if applicable the recruitment tests they are required to sit as well as procedures for ensuring professional development of translators/revisers (maximum 250 words);**

9.1.3. **Description of approach and a free sample of a completed translation**, at least 4 (four) standard pages long. Quality control procedures (paying particular attention to criteria adopted for assessing, accepting and assigning projects for translation and revision job and methods used to ensure strict compliance with deadlines, to cope with unpredictable circumstances, to back up work and indicate the source and target text for each of two directions in the pair);

9.1.4. **Description of the IT environment, the workflow management**, and the assistance in the field of IT provided to all individuals involved in the execution of the contract geared to obtaining an efficient working environment and timely problem solving in the IT field. The Tenderer shall describe software legality, anti-virus and IT security system applied (**maximum 250 words**);

9.1.5. **Description of the linguist team** including the qualification of all the translators, proof-readers, native target language level editors, and terminologists responsible for carrying out the work, with precise details of their contractual status and clear indications as regards the lots which they will translate. Each linguist can be proposed as a member of one language team only.

9.2. The Tenderer must provide the description required above for each of lots tendered.

9.3. The tenderer's experience (in translation, native target language level editing of final eye and in terminology) must be equivalent to 1000 standard pages of translation and editing work. For a language services bid an additional requirement is 200 man/days of terminology, native target language editing or final eye work, interpreting in the language combination for which the bid is submitted, in at least two of the following fields: the European affairs fields gained with translation services for international public bodies, transport, automotive and technology, automation and mechanics, environment and energy, legal and law, international procurement, audit and finances. Language service providers' CV should be submitted in the Europass format.

9.4. Please shortly describe each linguist - translation, editing, final eye and interpreting (including glossary building) and terminology experience in excess of to the minimum required.

10. OPENING OF PROPOSALS

10.1. The opening of Proposals takes place during an open meeting of the procurement commission at 10.00 o'clock on 4 April 2017 at RB Rail AS, 8, Krisjana Valdemara Street, Riga, LV-1010.

10.2. The Proposals are opened in order of their submission, by naming the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal. At the request of a meeting participant the procurement commission shows the Financial proposal, where in accordance with the Financial proposal form the offered price is indicated, making sure that information which is not generally available is not disclosed.

10.3. The information announced at the Proposal opening meeting is written down in the submitted Proposal opening sheet, which is signed by the present members of the procurement commission. The copy of the Proposal opening sheet is issued to Tenderers' representatives who are present during the meeting.

11. CONDITIONS FOR THE EXCLUSION OF TENDERER (ACCORDING TO SECTION 42. OF PUBLIC PROCUREMENT LAW OF REPUBLIC OF LATVIA).

12. PROPOSAL EVALUATION

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

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

The weighting of the price (P) in the quality/price ('value-for-money') ratio is 30 %.

Evaluation criteria	Points
Financial proposal. The points for the financial proposal are calculated according to the following formula: $\text{points} = \frac{\text{lowest bid price per 1 standard page}}{\text{Tenderer's proposed contract price per 1 standard page}} \times 30$	30
Quality of the Technical proposal , which will be evaluated in accordance with the quality assurance and control procedures description in Section 12.4.	70
Total	100

12.3. The procurement commission shall sum up the points obtained by each Tenderer and the Contract shall be awarded to the Tenderer whose Proposal obtains the highest score.

12.4. Quality of the Technical proposal

The tender will be marked, out of maximum of **100 points**, on the following:

Criteria	Points
1. The description of the quality assurance and control procedures specifically geared to meeting the quality requirements specified in Quality requirements in the Technical Specifications (maximum of 55 points):	(maximum of 55 points) (55/100)
1.1. Methods of ensuring consistent terminology including the use of terminological and documentary databases); Language and terminology resources used will be evaluated for description of the approach to ensure uniformity of terminology used. With maximum 5 points will be evaluated description of term bases used for European and national legal texts in (i) technical, engineering and rail, (ii) construction, real estate and environment, as well as (iii) commercial and corporate texts. With maximums 5 points will be evaluated a description for using, building and maintaining multi-lingual glossaries and term bases and uniformity of terms used in submitted documents and terms development approach (new terms, reconciling, justification and separation and introduction of new terms).	(maximum of 10 points)
1.2. Coordination of the team of translator(s)/reviser(s). With maximum 5 points will be awarded nomination of single point of contact for our account (working days working time). With maximum 5 points will be awarded regular and systemic co-operation between translators, editors, terminologists, quality managers, final-eye as summarised and described in one page.	(maximum of 10 points)

<p>1.3. Quality assurance applied to the terminology job, including the method used to revise the terminology and to incorporate feedback from requesters. Please describe your approach and provide a sample of quality review of a reviewers work performed on a technical completed translation and used terminology list (15/100). Quality assurance will be evaluated as follows:</p> <ul style="list-style-type: none"> - the delivery quality control system of the applicant will be evaluated by two criteria, namely <ul style="list-style-type: none"> - (1) if it covers at least 10 % of would-be submitted texts (10 points possible, indicate percentage checked post-delivery — one point for each percent) and - (2) if one independently evaluates each submitted and selected text unit by such criteria as exactness and truthfulness to the source, understanding the source, language style applied, study of documents, clarity, terminology, grammar, orthography, punctuation and then grades the submitted work quality (fail/insufficient/sufficient/good) and points out errors and desired improvements. An example of grading system is a 10 point scale, where 3 or below grading means poor quality unacceptable submission, 4-5 corresponds to average, 6-7 sufficient, 8-10 good.) — (5 points). 	<p>(maximum of 15 points)</p>
<p>1.4. Procedures for selecting/recruiting translators/revisers, including if applicable the recruitment tests they are required to sit as well as procedures for ensuring professional development of translators/revisers.</p>	<p>(maximum of 5 points)</p>
<p>1.5. Please describe your approach and provide a free sample of a performed translation at least 4 (four) standard pages long. Clearly describe quality control procedures (paying particular attention to criteria adopted for assessing, accepting and assigning projects for translation and revision job and methods used to ensure strict compliance with deadlines, to cope with unpredictable circumstances, to back up work and indicate the source and target text for each of two directions in the pair. The translation should be to the standard of native target language level speaker quality translated files with removed personal and sensitive information and which demonstrate ability to deliver complex technical translation in the area as close to this tender as you have available;</p> <p>Working methods and quality control procedures will be evaluated for presence of role description of each team member and task (translator, editor, terminologist, final-eye), evaluation of trustfulness of the target to the source, eliminating typos, truncated texts and orphans and spell-check of the target, integrity and clarity of delivered text, a way of reaching agreement on significant changes between editor and translator, description of ensuring absence and flagging factual or logical errors, final-eye procedure (rereading all documents before submission with the purpose of ensuring native target language level speaker specialist text and delivery of ready-to use text). (The Company is looking for a ready-to-use text without-any-further-rework quality, so tenderers working methods and quality control procedures should be tailored and maintained to ensure that).</p>	<p>(maximum of 15 points)</p>
<p>2. The description of the IT environment, the workflow management and the assistance in the field of IT provided to all individuals involved in the execution of the contract geared to obtaining an efficient working environment and timely problem solving in the IT field. The Tenderer shall describe software legality, anti-virus and IT security system applied.</p>	<p>(maximum of 5 points)</p>

<p>3. The quality of linguist team including the qualification of the linguistic team and the tenderer’s specialisation in the fields concerned the interest of the Company. <u>The Tenderer clearly assigns each linguist involved to one of the three profiles.</u> The tenderer attaches signed and dated CVs to the submitted tender proposal for all the translators, proof-readers, native editors, and terminologists responsible for carrying out the work, with precise details of their contractual status and clear indications as regards the lots which they will translate. The levels of qualification are described below:</p>	<p>(maximum of 40 points)</p>
<p>3.1. Profile 1 linguist — 10 points for each linguist. Maximum 10 points awarded in each direction (maximum of total 20 points for Profile 1). Profile 1: A postgraduate university degree (such as masters or professional masters) evidenced by a degree in translation in languages of language pair in the lot PLUS specialisation in technical or legal terminology evidenced by a university degree obtained in a language of the language pair lot.</p>	<p>(maximum of 20 points)</p>
<p>3.2. Profile 2 linguists — 5 points for each linguist. Maximum 10 points awarded in each direction. Profile 2: A university degree evidenced by a degree in translation or languages of language pair in the lot.</p>	<p>(maximum of 20 points)</p>
<p>3.3. Profile 3 linguists — This is for information on tenderer’s team. No points awarded as this is a <u>qualifying requirement</u> for each linguist. Profile 3: an EU university degree evidenced by a degree in any discipline and linguist experience in the language combination tendered at least 1000 standard pages professionally translated or edited of which at least 200 standard pages of texts are of a legal, technical or economic nature or, alternatively, professionally interpreted 200 hours of legal and technical talk on behalf of international public bodies, academic institutions or corporations) within the last three (3) years;</p>	<p>0 points</p>

12.4.1. The number of points obtained in accordance with Section 12.4. shall be inserted in the overall evaluation table as the number of points which each Proposal has scored for the quality of the Technical proposal. Tenders with less than 60 points out of a total score of 100 points will be considered to be of an unacceptably low quality and will not be evaluated any further.

12.4.2. The weighting of quality (Q) in the quality/price (‘value-for-money’) ratio is 70 %.

12.4.3. The number of points obtained in accordance with Section 12.4. shall be multiplied by factor 0,70 and then mathematically rounded to two decimal places. The score shall be inserted in the overall evaluation table as the number of points which each Proposal has scored.

12.5. Award of the framework contracts:

12.5.1. The FWCs for each lot will be awarded to the tenders with the best price quality ratio, up to the maximum number of FWCs available, and in the light of the award criteria, i.e. the quality/price (‘value-for-money’) ratio. This ratio will be calculated as follows (to two decimal places):

$$[(NQ \times 0.7) + (NP \times 0.3)] \times 100$$

where:

$$NQ = Q/\max (Q);$$

$$NP = \min (P)/(P);$$

Q = quality score of the evaluated tender;

max (Q) = the highest quality score obtained by tenders on the basis of the criteria in Section 12.4;

P = the price in euros per page as specified in the tender; and

min (P) = the lowest price among the tenders which have reached the award stage and obtained a quality score of at least 70/100 (see Section 12.4).

- 12.5.2. 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.

13. RIGHTS AND DUTIES OF THE PROCUREMENT COMMISSION

13.1. The procurement commission shall have the following rights:

- 13.1.1. to reject the proposal of the Tenderer if the Tenderer has not complied with the terms envisaged by this Regulation;
- 13.1.2. 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;
- 13.1.3. to correct mathematical errors in financial proposals of the Tenderers by informing the Tenderers about it;
- 13.1.4. 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;
- 13.1.5. to select the next most beneficial proposal if the Tenderer selected refuses to conclude the agreement with the Customer.

13.2. The duties of the procurement commission:

- 13.2.1. to ensure the procedure and documentation of the procurement procedure;
- 13.2.2. to ensure free competition of the Tenderers as well as equal and just attitude towards the Tenderers;
- 13.2.3. pursuant to the request of interested suppliers to provide information about the Regulation within the order stipulated by the regulatory enactments;
- 13.2.4. 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;
- 13.2.5. 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.

14. RIGHTS AND DUTIES OF THE TENDERER

14.1. The Tenderer shall have the following rights:

- 14.1.1. to unite in a group with other Tenderers and to submit one common proposal;
- 14.1.2. to amend or recall the proposal submitted before the deadline for submitting the proposals;
- 14.1.3. 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. Subject of the e-mail must begin with Procurement number: “RBR 2017/7.” The name, address and telephone number of the Tenderer must be specified in content of the e-mail.
- 14.1.4. 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);
- 14.1.5. 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.

14.2. The Tenderer shall have the following duties:

- 14.2.1. to prepare the proposal in accordance with the requirements of the Regulation;
- 14.2.2. to provide true information about own qualification and the proposal;
- 14.2.3. 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;
- 14.2.4. to cover all costs that are related to the preparation and submitting the proposals;
- 14.2.5. 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.

Enclosed: Annex No. 1 – Tenderers application on 2 (two) pages;
 Annex No. 2 – Technical Specification on 8 (eight) pages;
 Annex No. 3 – Form 1 on 1(one) page;
 Annex No. 4 – Draft contract on 14 (fourteen) pages.

[form of the Tenderer's company]

2017.____. _____
No _____

APPLICATION FOR PARTICIPATION IN THE PROCUREMENT
of open competition
"Translation services" (identification No: RBR 2017/7)

Tenderer _____, reg. No. _____,
(Name of the Tenderer or names of the members of a group of suppliers)
represented by _____
(Name, surname and position of the manager or an authorized person)

by submitting this application:

1. We confirm participation in the open competition organized by the RB Rail AS "Translation services", No RBR 2017/7;
2. We offer to deliver services in accordance with the Technical Specification for the following price:

Our offered price for translation of net page is:

Cost	Unit	Price per unit (excl. VAT), EUR
Translation from (name the language, Latvian to English; English to Latvian, etc.)	Net page	

In each lot Tenderers shall bid same price for both directions of a language pair.

Our offered price for language services is:

Cost	Unit	Price per unit (excl. VAT), EUR
Language services	Man day	

The reference price of Language services is to be bid per man-day (eight hours of work). Please note that the linguist services man-day price is not used in the tender evaluation and the purpose of it is to have an opportunity to cast trusted quality language services for linguistic queries and independent text quality consultations. For language services in each lot each the tenderer is invited to list not more than three linguists. Please attach a CV and shortly indicate strongest areas of expertise of each linguist. Please quote one indicative final price for eight man hours work in the language lot for all language service linguists and abstain from listing conditions or options. At this stage this quote has only informative purpose to establish if expert language service could be contracted with the tenderer.

On the basis of the calculation above we hereby propose to perform the Services in accordance with the Technical Specification and the Contract for the contract price:

3. We confirm that this Financial Proposal includes all fees and costs related to the performance of the Services in accordance with the Technical Specification and the Contract. We confirm that fees and costs which are not indicated separately are included in one or another of the indicated fees and costs.
4. We declare that for the purposes of qualifying for the open competition we rely on the capabilities of the following entities:

No	Name, registration number and registered address of the entity	Capabilities on which the Tenderer relies
1.		
2.		
3.		
4.		

5. We declare that during the execution of the contract we will have sub-contractors as stated below and confirm that the list is complete:

No	Name of Subcontractor	Part of the Services to be performed by Subcontractor		
		Description of the tasks to be performed by subcontractor	Value (EUR)	% from the Contract Price
1.				
2.				
3.				
4.				
		Total:		

6. We confirm that the Regulation for the open competition is clear and understandable, we do not have any objections and complaints and in the case of granting the right to enter into a contract we shall undertake to fulfil all conditions of this Regulation as well as enter into a procurement contract in accordance with the draft contract enclosed with the Regulation.

(Signature)

Address of the Tenderer,

telephone (fax) number, e-mail address.

Position, name and surname of the manager or the authorized person of the Tenderer

TECHNICAL SPECIFICATION

“FRAMEWORK CONTRACT FOR TRANSLATION SERVICES BETWEEN ENGLISH AND LATVIAN, LITHUANIAN, ESTONIAN”



Co-financed by the European Union
Connecting Europe Facility

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Introduction

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

The expected core outcome of the Global 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 construction of the new railway line shall be co-financed by the Connecting Europe Facility. Lithuania, Latvia, and Estonia have founded a joint venture RB Rail AS that shall be the Company.

One of the aims of Rail Baltica is to ensure inner and outer accessibility, and high quality mobility opportunities to, from, and within the counties, which means qualitative and safe optional mode of transportation for all social groups.

Rail Baltica Global Project is an initiative of great significance and added value both in the Baltic Sea Region and Europe as a whole.

Abbreviations and terms

Rail Baltica Project - a future railway line preventing missing links in the European railway network and improving the existing network infrastructure on the route Warsaw – Kaunas – Riga – Tallinn – Helsinki, and ensuring full railway interoperability and better railway usage indicators in passenger and cargo traffic. The project ensures Baltic State integration into the EU railway area. The project is the part of the TEN-T core network North Sea-Baltic corridor. The total investment cost of the project is being estimated at 4.8 billion euro;

Railway – new fast conventional double track electrified railway line with the maximum design speed of 240 km/h and European standard gauge (1435 mm) on the route from Tallinn through Pärnu (EE), Riga (LV), Panevezys (LT), Kaunas (LT) to Warsaw (PL);

Contractor - one of multiple language service providers awarded with rights upon entering contractual relationship to be included on the framework contract list of qualified translation and language service providers for technical, legal and non-legal draft operation rules and design guidelines of Rail Baltic / Rail Baltica railway;

Company - "RB Rail" AS - a joint venture of Estonia, Latvia and Lithuania for the development of Rail Baltica project and construction of the railway. Company shall also mean the authority for launching the call for tenders and awarding the framework contract;

Service – Translation and Language services done on behalf and to be paid by the Company in the euro by bank transfer;

CEF – Connecting Europe Facility;

EU - European Union;

TS – Technical specifications;

Framework contract shall mean a contract setting out the performance framework (general characteristics and price of the services). The price includes all costs and taxes;

Translation shall mean the translation and delivery of a text into the target language specified, and in this document it also includes **terminology** (following, when necessary comparing, finding and suggesting new terms or specifying the use of a term, using a structured set of concepts and their designations (graphical symbols, terms, phraseological units and other)), **revison** (re-reading and where necessary reworking of a text that has already been translated to ensure that the translation is an accurate rendering of the original to ensure that the quality of the completed assignments impeccably conforms to the standards expected (checked by a native target language level technical editor and ready to publish), in terms of accuracy, consistency, completeness, style, register, formatting, respect of the instructions provided and of the deadline), **flagging** to the attention of the Company an obvious error in the source and suggesting a better solution where a significant shift of meaning between the source and target is likely and wording change is needed. A translation work unit to bid is a page of technical flawless text comprising 250 source language words.

Delivery shall mean the return of the completed assignment in data file form by email or electronic file transfer. Software used by Company is MS Office 2013. Any other formats, ways of delivery or terms are to be agreed and stated in writing on the order form.

Language services shall mean services performed and delivered with the purpose of ensuring the quality of translated documents and may include tasks like **modification** (the translation and introduction of amendments into a text which has already been translated), **final eye** (native target language level editor check of a document before it goes to publishing with the purpose of spotting any possible remaining objective errors, typos, terminology and logical problems, clarity and style issues) and **drafting an opinion** (professional evaluation of a translated text and recommending improvements if needed), as well as **drafting** or **updating** a Language Style Guide, **reviewing** the Terminology look-up document and **providing consultation** to the Company on other language tasks as to be agreed. Language service work unit to bid is **Rate per man/day**.

Rate per man/day shall mean the daily fixed charge which corresponds to a minimum effective duration of services provided in the framework of this contract at a rate of 8 hours/day/person, regardless of whether the

services are provided during or outside normal working hours. The daily fixed charge is calculated including all office running costs and taxes to be paid by the Company.

Order form shall mean the Purchase Order (PO) document issued by the Company for each specific assignment, specifying the nature of the service to be provided, the volume of work to be carried out, the deadline by which it is to be completed and the remuneration due. No assignment is to be started without a received PO.

Personnel shall mean the persons (whether internal or external) responsible for carrying out the work assigned under the contract. If no specific reference is made to translators / language service linguists, any reference to personnel shall also include the persons managing work assigned under this contract.

1. BACKGROUND AND OBJECTIVES

1.2 Aim of the Service

The Company foresees to conclude multiple framework contracts for the provision of (i) translation and (ii) language services relating to non-legal, legal, safety, technical text translation and preparing documents for the purposes of railway development. The languages to be used are English and Latvian, Lithuanian, Estonian. The documents to be translated can be more than hundred pages long procurement and technical documents containing technical and legal and other texts that partially overlap and refer to related terminology and notions, sometimes existing and sometimes new. Such documents have to be reliably translated and edited within a time span of a week.

For the purpose of ensuring quality and uniformity of translations performed we are looking for language services and professional and reliable linguist teams in three language pairs translating both directions, from/into

- 1) English-Latvian, Latvian-English;
- 2) English-Estonian, Estonian-English;
- 3) English-Lithuanian, Lithuanian-English.

1.3 Legal Framework

The Framework Contract aims to set out the performance framework (general characteristics and price of the services for the purposes of this call. The Framework Contract does not give rise to any obligation for the Company to outsource a specific volume of work. Upon the end of the tender, the Company may assign any number or no Contractors to the List of Qualified Language Service Providers that will be offered to sign a standard Service Contract.

The Call for tenders is divided into three lots, one for Latvian, Lithuanian, Estonian. Qualifying tenderers (companies or teams of linguists) may bid for one or several lots and, if applicable, must make a separate price offer to be expressed in euros (EUR) per (i) translation of a standard page (this includes work of terminologist, formatting and proof of the text done by a native professional editor and final eye review — a flawless professional translation ready to publish) and (ii) language services per man-day (ensure excellent and reliable quality of translations, like performing audits or drafting a Professional Opinion or Guidelines). The tenderer may bid in one lot either for translation or translation and language services (both), but it is important for the tenderer to have professional technical and legal language work capacity in both language directions of a lot. Only translation part will be ranked.

1.4 Duration of the Contract

The Framework Contract at present is expected to enter into force early in the first half of 2017. Contract term: Contract shall be signed for 12 months from the commencement date or until the maximum contract amount shall be achieved.

The volume of work under FWCs is not precisely predictable and cannot be quantified reliably.

As it is the quality of translation and linguistic services, uniform terminology followed and developed, proper register, accuracy and style, eye for details and deadlines that is of paramount importance to us, the Company reserves the right to terminate the framework contract for one or more lots at any time in the event of a Contractors' failure to meet the obligations of language services and translation quality stated in POs and generally expected for ready to publish documents proofed by native technical editors and read by technical and legal professionals and decision takers. We have taken a decision to outsource most of our translation and linguistic services for 12 months, but at the same time we are committed to, and it is critical that we are delivered, excellent quality texts throughout the year and the project. Among other considerations such calls for new tenders may be driven by capacity, delivery and quality concerns real, perceived by or communicated to the Company or our cooperation partners.

1.5 Ranking and award of assignments

The contracts offered will be multiple framework contracts. A list of the contractors will be drawn up in descending order according to the number of marks obtained on the basis of award criteria.

This is the order in which contractors will be evaluated for assignments in each lot. If the first contractor on the list is unable to execute the order for reasons that do not entail termination of the contract, or in the absence of a reply on his behalf within three office hours, the Company may offer the work to the second contractor, and so on down the list.

The Company will regularly review the initial rankings, please see the section Quality of the completed assignments.

In cases when a specific document is outsourced as a follow-up to a previous assignment executed by a given contractor or considerations of expertise in the field, significant research or familiarization with the subject, the Company reserves the right to assign the job regardless of the ranking. This is done to ensure a high degree of quality and consistency.

2. CONTENT OF THE ASSIGNMENT

2.1 Overall framework

The services to be provided mainly consist of translation and languages services relating to railway and procurement work in various fields. The source texts will be written in one of the four source languages mentioned above.

The language services in question may concern all the fields covered (legal, transport, technical, engineering, safety, procurement, non-legal, employment, networks and joint undertakings, research and innovation, social affairs, environment and energy, general, budget, financial, police and judicial cooperation, public health, law, and others). Experience with providing competitive large volume public international linguistic services in rail transport, technical and legal is particularly invited.

The Company is unable to provide a more detailed estimate of the likely volume of work to be covered by this contract. As long as tenderers can provide quality translation of 100 standard technical text pages in a week's time, they are not asked to state their full work capacity for the purposes of awarding the contract (successful tenderers, however, shall be invited to supply these details for information purposes).

It is expected that each successful tenderer is a team of four to eight linguists and the team consist of translators and linguists capable of consulting and developing terminology, proof-readers and two native target language level technical editors for each target language of a lot, and a skill-set to receive and conform POs, format texts, maintain IT and security, backups, to invoice and do other tasks typical to translation and quality assurance of technical and legal texts and terminology work. Not only should each delivery for each PO be on time and the text carefully reread by a native technical editor, it should be accompanied by a note detailing which linguist did which part of the document and comment on terminology followed or introduced, any issues spotted related to glossaries or any other relevant observations for the job. The native technical editor is the person that may be contacted to discuss additional linguistic feedback on the job delivered with the purpose to ensure quality.

2.2 Description of the Task

The assignment will be sent to the contractor in electronic file format via electronic means. Files must be handled in strict accordance with the instructions given by the Company to ensure that no reformatting work has to be undertaken by their own services. The completed assignment will then be returned to the Company in electronic file format via electronic means.

Currently the Company uses **Microsoft Office 365**. This may change during the period of validity of the contracts resulting from this call for tenders, and contractors will be expected to make every possible effort to follow any such developments within a reasonable period of time. Use of Translation memory software is not a condition for submitting a tender. It is the duty of the Contractor to follow and contribute to a to-be-developed Terminology List and Language Style Guides.

The deadline depends on the length of the document and the urgency with which it is required. The agreed deadline is confirmed on the order form issued for the assignment. The contractor will be required to send immediate confirmation of acceptance of the order using means indicated in the signed contract. The burden of correct and timely delivery shall be borne by the contractor. Repeated failure to respect a deadline without prior agreement from the Company may lead to sanctions, as stated in the relevant articles of the framework contract. Possible delays in delivery must be reported to the Company not later than 48 hours before the deadline for delivery or immediately when the causes of such delays arise.

3.2 Quality requirements of the completed assignments

All completed and delivered assignments must be of such quality as to require no further correction by the Company. Contractors must ensure, inter alia, that all specific instructions from the Company are followed, that the assignment is complete, accurate and consistent, that references to documents already published and existing terminology resources have been checked and quoted correctly, that the terminology used is consistent throughout the document and with any relevant reference material, that sufficient attention has been given to style, register and readability of the assignment, and that the agreed deadline is respected scrupulously.

Each assignment may be assessed by the Company. This assessment in no way diminishes the contractor's obligation to ensure that all assignments can be used as sent, without any further revision or correction by the Company's Services. It is expected that each supplier shall have their own translation quality assuring system.

Where the quality of the assignment is assessed as being of an exceptionally high standard (+1) or an unacceptably poor standard (-1), the assignment will be forwarded to an assessment committee. Where the initial assessment is invalidated, the contractor's ranking remains unchanged. Where the initial assessment is confirmed, an assessment of -1 shall result in 10 points being deducted from the points initially awarded to the contractor while an assessment of +1 shall result in 10 points being added. This will ensure that the ranking of contractors reflects the actual quality of the service provided throughout the duration of the contract. Attention is drawn to the additional sanctions (referred to in the relevant articles of the draft framework contract) that the Company may apply in cases of repeated non-conformity of deliverables with expected quality standards or deadlines.

Experience of linguist (**Profile 1, 2 or 3 should be indicated**) [Form No 1]

No	_____						
	Linguist role in team	Linguist profile			Name, Surname		
1.	Education <i>(Educational institution)</i>	Period of studies <i>(from ... to ...)</i>			Obtained degree (-s)		Description of studies and main subjects
1.1.							
...							
	<i>Professional experience (relevant for respective linguist)</i>						
2.	Characteristics of translated or proofread pages (legal, technical, economic nature).	Role (translator, interpreter, editor/proofreader, terminologist)	Year of completion of contract, project or task	Total amount of standard pages translated/edited or professionally interpreted hours over last 3 years	List type of proof (for example, letters of reference from customers or certificates, invoices, contracts and number of pages of translations, and the field concerned, one has carried out in the language combination (or the volume of work done). Source and target languages must be indicated.	Description of project (period, scope, value of contract)	Contact information for references
2.1.							
2.2.							
...							

I confirm that I have consented that my candidature is proposed as a linguist in the open competition “Translation services”.

I confirm that in case the Tenderer [_____] will conclude the contract as the result of the open competition, I will participate in the execution of the contract.

/signature/

Annex No. 4
to the Regulation
of open competition for framework agreements for “Translation services”
(identification No: RBR 2017/7)

**FRAMEWORK AGREEMENT
ON
TRANSLATION SERVICES**

between

RB Rail AS

and

[company name of the Contractor]

Dated [date] [month] 2017

FRAMEWORK AGREEMENT FOR TRANSLATION SERVICES

for

RB RAIL AS

This Framework Agreement for Translation Services **No** ___/___ (hereinafter: **Agreement**) has been concluded in Riga, Latvia on ____, 2017 by and between

RB Rail AS, a company organized and existing under the laws of Republic of Latvia, registry code 40103845025, registered address Gogoļa iela 3, Riga, LV 1050, Republic of Latvia (hereinafter: **Client**), represented by Member of the Management Board Baiba Rubesa, and

[name], a company organized and existing under the laws of Latvia, registration number, registered address (hereinafter: **Firm**), represented by

(the Client and the Firm hereinafter jointly referred to also as **Parties** and individually as **Party**),

whereas:

- (1) The Client has made the Request for Proposal for **Procurement No RBR 2017/7** the second stage “Translation Services” (hereinafter: **Procurement**);
- (2) The Firm has submitted its proposal to participate in the Procurement (hereinafter: **Proposal**);
- (3) The Client has approved the Proposal and selected the Firm as one of the shortlisted candidates of translation service providers to the Client;
- (4) According to the Procurement Introduction, the shortlisted translation service providers will be entitled to enter into framework agreement;

the Parties have agreed on the following terms:

1. Subject of the Agreement and Translation Services

- 1.1. The subject of this Agreement is to regulate the provision of translation services by the Firm to the Client. The range of translation services to be provided by the Firm to the Client is described in Annex 2 of the Procurement and in Annex 1 of this Agreement and they include, but are not limited to translation, editing (hereinafter: **Translation Services**). The procedure for the provision of Translation Services is provided in Clause 2 of this Agreement.
- 1.2. For choosing the provider for any of the Translation Services (hereinafter: **Specific Task**), the Client has the right to hold either mini-competitions between the Firm and other shortlisted translation service providers with whom a framework agreement such as this has been concluded (hereinafter: **Other Providers**) or to award the provision of the Specific Task directly to the Firm or to one of the Other Providers. The procedure for choosing the provider for the Specific Task is provided in Clause 3 of this Agreement.
- 1.3. This Agreement does not guarantee any amount of Translation Services orders from the Client, or any exclusive right to the Firm to provide Translation Services to the Client. This Agreement entitles the Firm to participate in mini-competitions and/or to be awarded with the provision of the Specific Task directly by the Client at the full discretion of the latter. The Firm is solely responsible for its costs and expenses incurred in connection with participating in the mini-competitions and concluding the Special Task Agreement(s).

1.4. During the validity of this Agreement, the payment for the Translation services received by the Client from all Firms together shall be _____ EUR (_____ Euros) without VAT. *Planned Contractual Prices:*

<i>Number of the Part of Procurement</i>	<i>Name of the Part of Procurement</i>	<i>Planned Contractual Price EUR, without VAT</i>
<i>Part No. 1 of the Procurement</i>	Translation services: English – Latvian, Latvian – English	<i>69 500,00</i>
<i>Part No. 2 of the Procurement</i>	Translation services: English – Estonian, Estonian – English	<i>38 000,00</i>
<i>Part No. 3 of the Procurement</i>	Translation services: English – Lithuanian, Lithuanian – English	<i>25 000,00</i>

- 1.5. Provided that the Firm has won the mini-competition for providing the Specific Task or the provision of the Specific Task has been awarded to the Firm directly by the Client, a separate individual agreement shall be concluded between the Parties for carrying out the Specific Task (hereinafter: **Specific Task Agreement**). The procedure for concluding the Specific Task Agreement is provided in Clause 4 of this Agreement.
- 1.6. All Specific Task Agreements and this Agreement shall form a single agreement between the Parties. The provisions of this Agreement constitute an integral part of each Specific Task Agreement. In the event of any inconsistency between the provisions of this Agreement and a Specific Task Agreement, the Specific Task Agreement shall prevail.

2. Provision of Translation Services

- 2.1. Provision of Translation Services shall be provided according to the instructions given by the Client, under the specific terms agreed in a Specific Task Agreement. The Firm and the particular person providing the Translation Services to the Client must comply with the relevant professional diligence and applicable legislation and best practice governing the activities of translators and the provision of Translation Services must be of consistently high quality that is necessary to achieve the purpose of the Specific Task agreed between the Parties in a Specific Task Agreement.
- 2.2. The Firm shall, within reason and in the scope of Translation Services, endeavour to carry out all activities that would reasonably assist and aid the Client, always act in the best interests of the Client and use its best endeavours to engage all legal means reasonably available in achieving the result of the Specific Task specified in the Specific Task Agreement.
- 2.3. The Client shall deliver to the Firm relevant essential information necessary for the provision of Translation Services. The Client understands that the proper provision of Translation Services requires the Client to have given the Firm all the information relevant to the Specific Task, and to inform the Firm of any changes to that information.
- 2.4. The Client shall have the final and exclusive right in the negotiations, agreements, usage etc. and in any and all matters related to Translation Services, including but not limited to the final right to decide whether or not to use conclude any translated documents etc.
- 2.5. The Firm shall provide to the Client with all and any information and documentation in its possession or control relating to the Translation Services provided to the Client. The Firm shall return original documents to the Client immediately at the Client's request.

3. Choosing the Provider for the Specific Task

- 3.1. In case the Client is in need of Translation Services, it shall either hold a mini-competition between the Firm and Other Providers for providing the Specific Task or award the provision of the Specific Task directly to the Firm or to one of the Other Providers.
- 3.2. It is the sole discretion of the Client to decide whether to hold a mini-competition or to award the provision of the Specific Task directly. When making this decision, the Client shall consider factors such as the urgency, nature and complexity of the Specific Task, the budget for the likely translation fees for providing the Specific Task, other interests of the Client, etc.
- 3.3. For holding a mini-competition, the Client shall send to the Firm a request to make a proposal for providing the Specific Task, specifying the task, interests of the Client, timeline, and other information it deems relevant. The form of the request is set out in Annex 2 of this Agreement. The request shall be sent to the Firm via email or if the Client deems it necessary, by post/courier service in written and signed format, and it has to be in English.
- 3.4. In order to participate in the mini-competition, the Firm has to submit its proposal in the form as set out in Annex 3 of this Agreement. The proposal has to be sent to the Client via email or if the Client requests, by post/courier service in written and signed format, latest by the deadline specified in the request and it has to be in English.
- 3.5. The Firm is prohibited from participating in the mini-competition in case of Conflict of Interests (Clause 6).
- 3.6. The Client will choose the winner(s) of the mini-competition for the provision of the Specific Task by comparing the proposals made and based on the following criteria (listed in no particular order and containing no specific value):
 - 3.6.1. Amount of translation fees and time necessary for providing the Specific Task;
 - 3.6.2. Credibility and experience of the service provider and its staff for providing the Specific Task, including expert professional knowledge and know-how in specific fields of services applicable;
 - 3.6.3. Potential quality of providing the Specific Task by the provider, taking into account among others the potential workload to be invested for the provision of the Specific Task;
 - 3.6.4. Cooperation experience with the provider in previous provision of Translation Services.
- 3.7. The Client will inform all the participants of the mini-competition whether they have been chosen as providers of the Specific Task or not without undue delay.
- 3.8. For awarding the provision of the Specific Task directly to the Firm, the Client will contact the Firm directly. After being contacted by the Client regarding awarding of the Specific Task directly to the Firm and in case of Conflict of Interests (Clause 6), the Firm is obligated to notify the Client immediately about its Conflict of Interests and refrain from providing the Specific Task.
- 3.9. The Firm has the right to reasonably request explanatory information from the Client regarding the specifics of provision of a Specific Task via email. If the Client finds it necessary to respond, the Client has the right to disclose information provided to the Firm also to Other Providers.

4. Concluding a Specific Task Agreement

- 4.1. In case the Firm has been chosen as the winner of the mini-competition for providing the Specific Task by the Client or the Client has awarded the provision of the Specific Task directly to the Firm, the Client is obligated to enable the performance of the Specific Task to the Firm and the Firm is obligated to provide the Specific Task to the Client. For this, the Parties conclude a Specific Task Agreement.
- 4.2. The Specific Task Agreement will be concluded via email, unless a Party requests the Specific Task Agreement to be concluded in writing (i.e. signed by hand or digitally).

- 4.3. The Specific Task Agreement shall be legally binding and enforceable from the time the conditions of such Specific Task Agreement are agreed between the Parties.
- 4.4. The form of the Specific Task Agreement is set out in Annex 4 of this Agreement. Provided that the conditions of the Specific Task Agreement described in Annex 4 are agreed between the Parties (i.e. via email), the Parties may deviate from conforming to the form of the Specific Task Agreement as set out in Annex 4 of this Agreement.
- 4.5. If the Firm refuses or fails to duly complete the Specific Task after the Specific Task Agreement has been concluded between the Parties, the Firm is obligated to pay a contractual penalty to the Client at the Client's request in the amount corresponding to twice (2x) the total sum of translation fee according to the Specific Task Agreement. If the Client has claimed the contractual penalty from the Firm, the Client shall not demand compensation for damage and associated costs and/or use any other legal remedies.

5. Translation fees

- 5.1. The Firm shall act as an independent contractor on its own cost and for its own account and the Client shall not be obliged to pay to the Firm any royalties or fees other than the fees and/or rates expressly agreed upon in the Specific Task Agreement or to compensate any other kind of costs or expenses of the Firm. The Client shall remunerate to the Firm the fees and costs stated in the Specific Task Agreement.
- 5.2. The applicable translation fees of the Firm are included in the Proposal to the Procurement (Annex 1 of this Agreement). The translation fees offered by the Firm in mini-competitions or directly at the request of the Client for providing a Specific Task may not be higher than the translation fees offered by the Firm in the Proposal to the Procurement (Annex 1 of this Agreement) and the offered fees are final. If the Firm is in breach of the previous sentence, the Client refuses the Firm's proposal for providing of a Specific Task.

6. Conflict of Interests

- 6.1. If the Firm provides or will provide translation services to any person whose interests are or probably will be in conflict with the interests of the Client in relation with providing the Specific Tasks (in the past, in the present and in the foreseeable future) to the Client, or in case of any circumstances, which harm or may harm the possibility of the Firm to act solely in the interests of the Client (hereinafter: **Conflict of Interests**), the Firm has the obligation to refrain from providing the Specific Task to the Client. For example, if the Specific Task involves the translation of documentation for a procurement, the Firm would have to refrain from providing the Specific Task to the Client if the Firm provides or probably will provide translation services to persons that have an interest in that procurement.
- 6.2. As part of the obligation of the Firm to avoid Conflict of Interest, the Firm must also refrain from providing translation services to any person whose interests are or probably will be in conflict with the interests of the Client in relation with providing the Specific Tasks (in the past, in the present and in the foreseeable future) to the Client. For example, if the Specific Task provided by the Firm involves the translation of documentation for a procurement, the Firm would have to refrain from providing the translation services to persons that have an interest in that procurement.
- 6.3. The Firm has to immediately notify the Client before taking up any assignments, if there can be doubts whether such are permissible pursuant to the obligation to avoid Conflict of Interests set forth in this Agreement. In case of doubt, the Client has the right to decide whether a Conflict of Interests situation occurs or not.

- 6.4. If the Firm violates its obligation to avoid Conflict of Interests or fails to comply with it, it shall be liable to pay to the Client a contractual penalty in the amount corresponding to thrice (3x) the total sum of translation fee according to the Specific Task Agreement if the breach took place in relation with the performance of the Specific Task, but not less than Ten thousand (10 000) euros for each breach of such obligation. If the Client has claimed the contractual penalty from the Firm, the Client shall not demand compensation for damage and associated costs and/or use any other legal remedies.

7. Confidentiality

- 7.1. Each Party undertakes to keep confidential the terms and conditions of the Agreement and Specific Task Agreement(s) and not to use or disclose any and all information of any kind or nature whatsoever, whether written or oral or whatsoever form, including, but not limited to, financial information, trade secrets, customer lists, any and all information and documents related to the negotiations and the subsequent performance of the Agreement and the Specific Task Agreement(s) between the Parties, which is not known to the general public (hereinafter: **Confidential Information**).
- 7.2. A Party has the right to disclose Confidential Information only if it is explicitly required to do so by law or pursuant to any order of court or other competent authority or tribunal or if such disclosure has been agreed by the other Party in writing.
- 7.3. The Firm and the attorneys of the Firm shall maintain confidentiality of the fact that the Client has requested the Firm to provide Translation Services as well as of the information that has become known to the Firm in the provision of Translation Services. The Firm shall use the Confidential Information only for the provision of the Translation Services agreed between the Parties in the Specific Task Agreement or to perform its other obligations under the Agreement and to restrict disclosure of the Confidential Information solely to those representatives who have to know the Confidential Information in order to carry out the Translation Services or perform Firm's obligations under the Agreement.
- 7.4. If the Firm violates its confidentiality obligation, then it shall be liable to pay to the Client a contractual penalty in the amount corresponding to thrice (3x) the total sum of translation fee according to the Specific Task Agreement if the breach took place in relation with the performance of the Specific Task, but not less than Ten thousand (10 000) euros for each breach of such obligation. If the Client has claimed the contractual penalty from the Firm, the Client shall not demand compensation for damage and associated costs and/or use any other legal remedies.
- 7.5. The confidentiality obligation provided in Clause 7 shall not expire in time.

8. Intellectual Property Rights

- 8.1. All copyrights and other intellectual property rights arising from the provision of Translation Services belong to the Firm. Where the results of the provision of Translation Services have been transferred to the Client, the Client has the right to use them in a way it finds it necessary and the Firm hereby grants to the Client an irrevocable license to use the copyrights and intellectual property rights in such way. The price for the license is included in the fee for Translation Services.
- 8.2. All rights and obligations in this Clause 8 are not limited in time and will be valid after the expiry of the Agreement and/or the individual Specific Task Agreement.

9. Payment and VAT

- 9.1. The Firm shall issue to the Client an invoice for the Translation Services rendered after the Specific Task has been completed or at another time agreed between the Parties in the Specific Task Agreement.
- 9.2. The term of payment of the invoice is fifteen (15) calendar days from receiving the respective invoice, unless otherwise agreed between the Parties in the Specific Task Agreement.
- 9.3. The Client shall pay the amounts shown on the invoice by bank transfer to the bank account of the Firm. Each Party bears its own bank charges.
- 9.4. The translation fees described in Annex 1, Annex 3 and Annex 4 are exclusive of VAT. The VAT treatment for the supply of Translation Services under a Specific Task Agreement shall be determined pursuant to the VAT laws of the jurisdiction where a taxable transaction for the VAT purposes is deemed to take place. If VAT is payable on any contractual amounts, the Client shall pay to the Firm an amount equal to the VAT at the rate applicable from time to time, provided that such amount shall only be required to be paid after the Firm provides the Client with a valid VAT invoice in relation to that amount. Each Party shall, on request, provide the other Party with any additional VAT invoices or other documentation required for VAT purposes.

10. The Firm is obliged to comply with the following visibility requirements:

- 10.1. Any reports, brochures, other documents or information connected with Services which the Firm produces and submits to the Client, the Beneficiary, any other third person or makes publicly available must include the following:
 - 10.1.1. a funding statement stating that Services is the recipient of the funding from the CEF: "Rail Baltic/Rail Baltica is co-financed by the European Union's Connecting Europe Facility";
 - 10.1.2. (for printed materials) a disclaimer releasing the European Union from any liability in terms of the content of the dissemination materials: "The sole responsibility of this publication lies with the author. The European Union is not responsible for any use that may be made of the information contained therein." This disclaimer in all European Union official languages can be seen at the website: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>;
 - 10.1.3. the European Union flag.
 - 10.1.4. Requirements set in Sections 10.1.1 and 10.1.3 can be fulfilled by using the following logo:



Co-financed by the European Union
Connecting Europe Facility

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

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

11. Term and Termination of Agreement and Specific Task Agreement

- 11.1. This Agreement shall come into force upon signing by both Parties and shall be valid for 12 months or until the maximum Agreement amount shall be achieved.

- 11.2. This Agreement may be terminated by a Party by giving the other Party sixty (60) days prior written notice of termination (hereinafter: **Regular Termination**). In the event of Regular Termination, the Agreement shall remain legally binding on the Parties until, but only in respect of, all rights and obligations already created or existing prior to the date of the Regular Termination are fully performed by both Parties.
- 11.3. This Agreement may be terminated at any time on one or more of the following reasons (hereinafter: **Material Reason**):
 - 11.3.1. the Client fails to make a payment where such failure has not been eliminated within thirty (30) calendar days after receipt of a written notice of failure to pay from the Firm;
 - 11.3.2. a Party is dissolved, declares bankruptcy, becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
 - 11.3.3. a breach of confidentiality (Clause 7) occurs;
 - 11.3.4. a breach of obligation to avoid Conflict of Interests (Clause 6) occurs;
 - 11.3.5. the firm refuses or fails to duly complete the Specific Task after the Specific Task Agreement has been concluded between the Parties (Clause 4.5).
- 11.4. If the Material Reason with respect to a Party has occurred, the other Party may terminate the Agreement and/or the Specific Task Agreement(s) by giving the other Party a notice of termination. A notice of termination on grounds of Material Reason shall be given in writing and it shall specify the relevant Material Reason for the early termination and shall designate a particular date as the effective termination date. The early termination date may not be earlier than the day when the notice is deemed to have been received.
- 11.5. With effect from the early termination date all further payments and performance in respect of Specific Task Agreement(s) shall be released and existing duties and obligations of the Parties shall be replaced by the obligation of the defaulting Party to pay damages and contractual penalty as stated in the Agreement to the other Party.

12. Authorized Persons, Notices and Communication

- 12.1. A Specific Task Agreement may be negotiated, agreed upon, confirmed and/or signed on behalf of a Party by the persons specified by that Party for such purposes (hereinafter: **Authorized Persons**). Authorized Persons of the Parties as of signing of this Agreement are included in Annex 5 of this Agreement. Party shall notify the other Party about its Authorized Persons. Party may amend or supplement persons who are its Authorized Persons. Any notification or amendment or supplement concerning the Authorized Persons shall become effective upon changing the Annex 5 of this Agreement correspondingly.
- 12.2. Except otherwise provided in this Agreement or in a Specific Task Agreement, all Specific Task Agreements, notices, declarations or invoices sent by one Party to the other shall be at least in a format which can be reproduced in writing (i.e. email). Specific Task Agreements, notices, declarations and invoices shall be deemed received:
 - 12.2.1. if delivered by hand, on the first business day following the delivery day;
 - 12.2.2. if sent by post, on the fifth (5th) business day after the date of posting;
 - 12.2.3. if sent by email and provided that no “out of office reply” or similar has been returned, or if sent by facsimile transmission, in which case a valid transmission report confirming good receipt has been generated, on the day of sending or transmission, if sent or transmitted before 17:00 on a business day, or otherwise at 09:00 hours on the first business day following such sending or transmission (Latvian time applies).
- 12.3. The Parties agree that information may be exchanged electronically over the internet.

13. Miscellaneous

- 13.1. 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.
- 13.2. The Firm shall not be entitled to assign its rights and obligations under the Agreement or the Specific Task Agreement(s) to a third party without the prior written consent of the Client. It shall be in full discretion of the Client to agree or disagree to such assignment.
- 13.3. If at any time, any clause of the Agreement becomes illegal, invalid or unenforceable, in any respect, under the applicable law, neither the legality, validity nor enforceability of the remaining provisions of the Agreement shall in any way be affected or impaired thereby. The Parties shall, in good faith, utilize their best efforts to replace any illegal, invalid or unenforceable clause with such that is legal, valid and enforceable and comes as close as possible to the invalid clause as regards its economic intent.
- 13.4. The Agreement and the Specific Task Agreement(s) shall be construed and governed by the substantive law of the Republic of Latvia, excluding the application of its conflict of law rules.
- 13.5. Any dispute, controversy, or claim arising out of or in connection with the Agreement or the Specific Task Agreement(s), or the interpretation, execution, performance, breach, termination or (in) validity thereof, shall be settled in the courts of Latvia.
- 13.6. Signatures of the Parties:

RB Rail AS
Baiba Rubesa
Member of the Management Board

Annex 1

Framework Agreement for Translation Services

List of Translation Services and the Corresponding Translation Fees to be provided by the Firm

**Proposal
for procurement “Translation Services”
with estimated prices**

RB Rail AS
Baiba Rubesa
Member of the Management Board

Annex 2

Framework Agreement for Translation Services

Request to Participate in the Mini-Competition

[date]

The Client hereby requests you to participate in the following mini-competition:

1. Description of the Specific Task and the desired result: [•].
2. Interest(s) of the Client: [•].
3. Form/output of the Specific Task: [•].
4. Timeline/deadline for completing the Specific Task: [•].
5. Contact person(s) for the Client: [•].
6. Deadline for submitting proposal: [•].
7. Other important information: [•].

RB Rail AS

[name]

[position]

RB Rail AS

Baiba Rubesa

Member of the Management Board

Annex 3

Framework Agreement for Translation Services

Proposal for Participation in the Mini-Competition

[date]

With reference to and in compliance with the Request to Participate in the Mini-Competition dated [•], the Firm hereby submits its proposal for participation in the Mini-Competition:

1. Activities of the Firm: [•].
2. Executor(s) (person(s)) of the Specific Task: [•].
3. Contact person(s) for the Firm: [•].
4. Work load (in hours) and sum of fee in total (exclusive of VAT) for providing the Specific Task as per Annex 1 (List of Translation Services and the Corresponding Translation Fees to be provided by the Firm): [•].
5. Applicable out-of-pocket costs: [•].
6. Other important information: [•].

The Firm hereby confirms that it has no Conflict of Interests in the meaning of Clause 6 of the Framework Agreement for Translation Services regarding the above described Specific Task.

[Firm's name]

[name]

[position]

RB Rail AS

Baiba Rubesa

Member of the Management Board

Annex 4

Framework Agreement for Translation Services

Specific Task Agreement

[number]

[date]

This Specific Task Agreement has been entered into pursuant to the Framework Agreement for Translation Services between

RB Rail AS, a company organized and existing under the laws of Republic of Latvia, registry code 40103845025, registered address Gogoļa iela 3, Riga, LV 1050, Republic of Latvia (hereinafter: **Client**), represented by [position] [name], and

[Firm name], a company organized and existing under the laws of [country], registry code [•], registered address [•] (hereinafter: **Firm**), represented by [position] [name], (the Client and the Firm hereinafter jointly referred to also as **Parties** and individually as **Party**),

for providing of the Specific Task by the Firm to the Client on the following conditions:

1. Description of the Specific Task and the desired result: [•].
2. Interest(s) of the Client: [•].
3. Form/output of the Specific Task: [•].
4. Timeline/deadline for providing the Specific Task: [•].
5. Activities of the Firm: [•].
6. Executor(s) (person(s)) of the Specific Task: [•].
7. Contact person(s) for the Client: [•].
8. Contact person(s) for the Firm: [•].
9. Work load (in hours) and sum of fee in total (exclusive of VAT) for providing the Specific Task as per Annex 1 (List of Translation Services and the Corresponding Translation Fees to be provided by the Firm): [•].
10. Out-of-pocket costs: [•].
11. Payment: According to the Framework Agreement for Translation Services.
12. No Conflict of Interest: The Firm confirms that it has no Conflict of Interests in the meaning of Clause 6 of the Framework Agreement for Translation Services regarding the above described Specific Task.
13. Governance: This Specific Task Agreement supplements, forms part of and is subject to the Framework Agreement for Translation Services. All provisions contained in the Framework Agreement for Translation Services govern this Specific Task Agreement. In the event of any inconsistency between the provisions of the Framework Agreement for Translation Services and this Specific Task Agreement, this Specific Task Agreement shall prevail.
14. Other terms: [•].

RB Rail AS

[name]

[position]

[Firm's name]

[name]

[position]

RB Rail AS

Baiba Rubesa

Member of the Management Board

Annex 5

Framework Agreement for Translation Services

Authorized Persons:

Client:

Name	Email	Phone number
Baiba Anda Rubes, CEO	baiba.rubesa@railbaltica.org	+371 66967171
Vija Vītola, Board Project Manager	vija.vitola@railblatica.org	+371 29230079

Firm:

Name	Email	Phone number

RB Rail AS
Baiba Rubesa
Member of the Management Board