

AGREEMENT

Engineering services for preparation, procurement and supervision of Rail Baltica Control-Command and Signalling subsystem deployment

Agreement registration No	1.19/LV-2021-76
Procurement identification No	RBR 2020/18



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

18 January 2022
Riga



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

FORM OF AGREEMENT

In Riga, Latvia, 2022

This agreement is made between:

(1) A partnership consisting of:

SYSTRA S.A., a company organized and existing under the laws of France having its registered office at 72-76, rue Henry Farman; 75015 Paris; France, registered with the Registrar of Paris under number 387 949 530

ITALFERR S.P.A. - Ferrovie dello Stato Italiane Group, a company with a sole shareholder subject to direction and coordination of Ferrovie dello Stato Italiane S.p.A., with registered office in Via Vito Giuseppe Galati no. 71, organized under the law of Italy, Fiscal Code N. 06770620588

EGIS RAIL S.A. a company organized and existing under the laws of France, having its registered office at 168-170, Avenue Thiers, 69006 Lyon, registered with the registrar of Lyon under number 968 502 559,

(hereinafter called “the **Consultant**”) represented by the Leader of the Joint Venture **SYSTRA S.A.**, a company organized and existing under the laws of France having its registered office at 72-76, rue Henry Farman; 75015 Paris; France, registered with the Registrar of Paris under number 387 949 530 represented for the purpose herein by Frédéric Dufour, in the capacity of Western Europe Director and duly authorized, acting accordance with Clause 6 of Letter of Association signed on 18 January 2022.

and

(2) **RB Rail AS**, reg. No. 40103845025, having its registered address at Satekles iela 2B, Riga, LV-1050, Latvia (hereinafter called “the **Client**”) represented by RB Rail AS Chairperson of the Management Board Agnis Driksna and Member of the Management Board Marc Philippe El Beze acting in accordance with the Regulations on Representation Rights approved by RB Rail AS Management Board on 17 May 2021, decision No. 6/27/2021,

hereinafter in the present Agreement jointly referred to as “the Parties”, and each individually as “the Party”

whereas:

- (1) This Agreement is entered into under the Global Project which includes all activities undertaken by the respective beneficiaries and implementing bodies of the Republic of Estonia, the Republic of Latvia and the Republic of Lithuania in order to build, render operational and commercialise the Rail Baltica railway – a new fast conventional double track electrified railway line European standard gauge (1435mm) on the route from Tallinn through Pärnu-Riga-Panevėžys-Kaunas to Lithuanian-Polish border, with the connection of Kaunas – Vilnius, and related railway infrastructure in accordance with the agreed route, technical parameters and time schedule;
- (2) The Client has organised procurement procedure “Engineering services for preparation, procurement and supervision of Rail Baltica command-control and signalling subsystem deployment (identification No RBR 2020/18)” in which the Consultant’s proposal was

selected as the winning bid in accordance with procurement procedure regulations and its annexes;

- (3) In accordance with the Consultant's Tender the Consultant offered to carry out, perform and complete the Services after reviewing the Agreement's conditions, and all documents attached thereto, in accordance with the law and execution of Project and Works;
- (4) For carrying out the Services, the Client undertakes to pay the Consultant the Remuneration pursuant to the procedure specified in the Agreement and assumes any other financial obligations and claims that may arise pursuant to the Agreement and precisely in accordance with the Agreement conditions;
- (5) This Agreement is co-financed from the Connecting Europe Facility (CEF).

the Client and the Consultant agree as follows:

1. In the Agreement words and expressions shall have the same meanings as are respectively assigned to them in Clause 1.1 of the Client/Consultant Model Services Agreement.
2. The following documents shall be deemed to form and be read and construed as part of the Agreement and shall be given the order of precedence as below:
 - (a) this Form of Agreement (this document);
 - (b) the Particular Conditions of the Agreement;
 - (c) the General Conditions of the Agreement;
 - (d) Appendix 1 [*Scope of Services*];
 - (e) Appendix 2 [*Form of the Notice to Commence*];
 - (f) Appendix 3 [*Remuneration and Payment, and Payment Forms*];
 - (g) Appendix 4 [*Agreement Administration Forms*];
 - (h) Appendix 5 [*Rules of Adjudication*];
 - (i) Appendix 6 [*Procurement Documents*];
 - (j) Appendix 7 [*Site Security and Security Clearance requirements*];
 - (k) Appendix 8 [*Checks and Audits*];
 - (l) Appendix 9 [*Form of the Performance Security*];
 - (m) Appendix 10 [*Supplier's Declaration*];
 - (n) Appendix 11 [*Consultant's offer*].
3. These documents form an integral unit, and each document is considered part of the Agreement so that the above-mentioned documents shall explain and supplement each other.
4. In the event of a conflict among the provisions of the Agreement documents, the documents mentioned first in the listing given in Paragraph 2 shall prevail over subsequent documents.
5. The Agreement documentation constitute the entire agreement between the Parties as it is stated in the Particular Conditions of the Agreement. It substitutes all prior negotiations and drafts of the Parties with regards to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly cancelled, and there are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose.
6. In case if the numbering order or definitions of the Appendices in the Particular Conditions vary from the numbering order or definitions of the General Conditions, the Particular Conditions shall prevail.

7. Should any of the definitions used within the Agreement are confusing or mismatching, the Consultant shall seek Client's clarification, which is to be issued within fourteen (14) days as of receipt of the relevant Notice. The Client is entitled to issue such clarification at any time during the Agreement also upon its own initiative (by describing the discrepancy and clarifying true meaning of the definition (this, however, shall not be used by the Client to add new scope to the Services)). For clarity – such clarification shall have no effect on the Agreement Price or Time for Completion, and the Consultant shall be bound by each such clarification.
8. In consideration of the payments to be made by the Client to the Consultant under the Agreement, the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.
9. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.
10. The Agreement Price for performance of all Services under the Agreement is EUR 32 310 864,50 (thirty-two million three hundred ten thousand eight hundred sixty-four Euros and 50 cents) (excluding VAT), which consists of the following:
 - a. **Preparatory phase** (Phase I services) – **EUR 1 445 999,18 (excluding VAT)**;
 - b. **Works' implementation phase** (Phase II services) – **EUR 27 927 514 (excluding VAT)**;
 - c. **The Client's Reserve** (10% of Phase I and Phase II services) - **EUR 2 937 351,32 (excluding VAT)**.
11. Representative's responsible for the Agreement administration and management:

	CLIENT'S REPRESENTATIVE	CONSULTANT'S REPRESENTATIVE
Name, surname	[CONFIDENTIAL]	[CONFIDENTIAL]
Address	Satekles iela 2B, Riga, LV-1050, Latvia	72-76, rue Henry Farman; 75015 Paris; France
Phone number	[CONFIDENTIAL]	[CONFIDENTIAL]
Email	[CONFIDENTIAL]	[CONFIDENTIAL]

SIGNATURES OF THE PARTIES

On behalf of the Client:

On behalf of the Consultant:

Agnis Driksna

Frédéric Dufour

Chairperson of the Management Board
RB Rail AS

Western Europe Director
SYSTRA S.A.

Marc Philippe El Beze

Member of the Management Board
RB Rail AS