**AMENDMENT No. 5**

**TO THE DESIGN REVIEW SERVICES AND DESIGN EXPERTISE SERVICES CONTRACT**

**FOR RAIL BALTICA RAILWAY PROJECT IN LATVIA**

Reg. No. 1.19/LV-2021-21-5

Riga

The date of the document is the date of the last secure electronic signature’s timestamp

Contract registration No. 1.19/LV-2021-21

Procurement procedure No. RBR 2020/19

This Amendment No. 5 (“**Amendment**”) has been entered into on the date and time of last secure electronic signature added and the time stamp by and between:

1. a partnership, consisting of the company:
* **3TI PROGETTI ITALIA - INGEGNERIA INTEGRATA S.p.A.**, a company duly incorporated and operating under the laws of Italy, registration number: RM-1005043, registered address: Via delle Sette Chiese 142, CAP 00145, Rome, Italy, represented by [..], and
* **YUKSEL PROJE ANONIM SIRKETI**, a company duly incorporated and operating under the laws of Turkey, registration number: 38861, registered address: Birlik Mahallesi 450. Cad. No 23 (06610), Ankara, Turkey,

(“**ESP**”), represented by **general** **partner 3TI PROGETTI ITALIA - INGEGNERIA INTEGRATA S.p.A.**, acting in accordance with the partnership agreement concluded between both companies on 11 December 2020, and Power of Attorney issued by **YUKSEL PROJE ANONIM SIRKETI**,

1. **RB Rail as,** registration number: 40103845025, registered address: Satekles iela 2B, Riga, Latvia, LV-1050, operating under the laws of the Republic of Latvia (“**Principal**”),representedby Management Board Member [..] on the basis of RB Rail AS Regulations on Representation Rights dated 5 September 2024,

acting in the name and on behalf of

1. **MINISTRY OF TRANSPORT OF THE REPUBLIC OF LATVIA**, registration number: 90000088687, registered address: Emīlijas Benjamiņas 3, Rīga, LV-1743, Latvia („**Beneficiary**“), represented by the Principal on the basis of Clauses 3.2.2 and 3.3.1 of the Contracting Scheme Agreement**,**

who are collectively referred to as the “**Parties**” and separately – as “**Party**”,

WHEREAS:

* 1. The Parties have signed the Contract on Design Review Services and Design Expertise Services for Rail Baltica Railway Project in Latvia (“**Contract**”) dated 23 April 2021, Clause 2.2. of which states the following: *Period for the provision of the Design Review Services and Design Expertise Services is envisaged to last 20 (twenty) months starting from the Signing Date, however, both services shall be available for the Contracting Authority till the end of the design works for each design section and in this respect the Principal has the right to extend the Contract period pursuant to Clause 20.3.8 and pursuant to this Clause 2.2 of the Contract if any design works lasts longer. In this case the Principal shall send to ESP written notification forty-five (45) Days prior the deadline, informing that the Contract shall be extended (extension shall be no longer than for forty (40) months)*;
	2. On 22 December 2022 the Parties signed the Amendment No. 2 to the Contract, agreeing to restate Clause 2.2. as follows: *Period for the provision of the Design Review Services and Design Expertise Services, originally envisaged to last 20 months, in line with this clause of the contract, is now extended and envisaged to last 44 (forty-four) months starting from the Signing Date, however, both services shall be available for the Contracting Authority till the end of the design works for each design section and in this respect the Principal has the right to extend the Contract period pursuant to Clause 20.3.8 and pursuant to this Clause 2.2 of the Contract if any design works lasts longer. In this case the Principal shall send to ESP written notification forty-five (45) Days prior the deadline, informing that the Contract shall be extended (extension, in line with this amendment, shall be no longer than for sixteen (16) months)*;
	3. Pursuant to Section 60(4) of the applicable Public Procurement Law of the Republic of Latvia (“**PPL**”), *a procurement contract shall be concluded for a time period not longer than five years*.
	4. Considering the design works of the Rail Baltica project (“**Project**”) are still ongoing, the Parties wish to extend the Contract period for an additional 16 (sixteen) months, thus the total period for provision of the services shall be 60 (sixty) months starting from the Contract signing date;
	5. Pursuant to Clause 2.2. of the Contract, on 5 November 2024, the Principal notified ESP regarding the extension of the Contract term by sending a letter No. 1.13/LV-2024-847 (No. D0023-ESP-COM-R-00104) to ESP.
	6. The purpose of this Amendment is to extend the design review and design expertise services provision in order to ensure that they are available until the end of the design and design supervision services (DTD contracts), but no longer than the statutory limit described in (C) above.
	7. Under Section 61(1) of PPL, amendments to the procurement contract are permitted if (i) they do not alter the overall nature of the contract (type and purpose specified in the procurement procedure documents) and (ii) fall under one of the following categories:
		+ 1. the amendments are not substantial;
			2. the amendments are substantial, but are introduced in the cases explicitly permitted by the PPL;
			3. the value of the contract is increased but it falls below the permitted thresholds;
	8. The Parties have assessed and concluded that in the overall context and background circumstances the amendments under this Amendment are substantial but permissible, as the procurement procedure documents and the procurement contract clearly and unequivocally provides for a possibility of amendments and the limits of modifying the duration of the Contract;

NOW, THEREFORE, the Parties hereby enter into this Amendment on the following terms and conditions:

* + 1. Clause 2.2. is restated as follows:

“*2.2.* ***Availability period****. Period for the provision of the Design Review Services and Design Expertise Services, originally envisaged to last 20 months, in line with this clause of the contract, is now extended and envisaged to last 60 (sixty) months starting from the Signing Date.*”

* + 1. From the conclusion of this Amendment, it shall become an integral part of the Contract.
		2. The Amendment shall enter into force on the day when it is mutually signed by Parties and shall remain valid throughout the term of the Contract.
		3. All terms and definitions used in this Amendment shall have the same meaning as the same terms and definitions used in the Contract, unless provided otherwise herein.
		4. Signatures of the Parties:

**In witness whereof**, each Party hereto has duly signed this Amendment as of the date first above written:

|  |  |  |
| --- | --- | --- |
| **the Principal****(ON BEHALF OF both itself and the BENEFICIARY):** |  | **ESP:** |
|  |  |  |
| [..]Management Board Member of RB Rail AS | [..]Chairman of 3TI PROGETTI ITALIA – INGEGNERIA INTEGRATA S.p.A. |

*THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH A SECURE ELECTRONIC SIGNATURE AND CONTAINS A TIMESTAMP*