**

**AGREEMENT**

DETAILED TECHNICAL DESIGN AND DESIGN SUPERVISION SERVICES FOR MAIN LINE SECTION FROM RIGA INTERNATIONAL AIRPORT TO MISA AND FROM UPESLEJAS TO RAILWAY STATION “RĪGA – PREČU”

**Detailed technical design and design supervision services for main line section from Riga International Airport to Misa from Upeslejas to railway station “RĪGA – PREČU”**

\_\_ \_\_\_\_\_\_ 2024

Riga

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| Agreement registration No |  |
| CEF[[1]](#footnote-2) Agreement No |  |
| Procurement identification No | RBR 2023/17 |



2024

**FORM OF agreement**

This agreement (hereinafter called the “Agreement”) has been entered into on \_\_ \_\_\_\_\_ 2024 by and between:

1. [*title of the Consultant*], reg. No. [●], having its registered address at [●], represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

1. RB Rail AS a joint-stock company duly incorporated and operating under the laws of Republic of Latvia, registration number: 40103845025, registered address: Satekles iela 2B, Rīga, LV-1050, hereinafter referred to as "the Client", represented by RB Rail AS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting in accordance with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Acting on behalf of

1. Ministry of Transport of Republic of Latvia, registration number: 90000088687, registered address: Gogoļa iela 3, Riga, LV-1743, hereinafter referred to as “the Beneficiary”, which as mentioned above is represented by the Client on the basis of Clause 3.2.2, 3.2.3, 3.2.5, 3.3.1, 3.4.1 and 3.5.1 of the Agreement on the Contracting Scheme for the Rail Baltic/Rail Baltica, in effect of 30 September 2016, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

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

Whereas,

* 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 European standard gauge (1435mm) railway line 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;
* For the purposes of the Agreement the Client is acting as an agent and Central Purchasing Body for the Beneficiary as per Clause 3.3.1 and 3.4.1 of the Agreement on the Contracting Scheme for the Rail Baltic/Rail Baltica, in effect of 30 September 2016, and as per power of attorney No 01-04/66 issued by the Beneficiary on 28 December 2023. The Beneficiary authorizes the Client and assigns to the Client all rights (including, but not limited to, claiming performance in arbitration proceedings or otherwise, claiming damages, statutory interest and contractual penalties, enforcement of the Contract Performance Security, withholding of the retention amounts, enforcement of the warranty obligations etc.) that may arise from this Agreement. All claims made by the Client against the Consultant are made on behalf of the Beneficiary;
* The Client has undertaken procurement for the “DETAILED TECHNICAL DESIGN AND DESIGN SUPERVISION SERVICES FOR MAIN LINE SECTION FROM RIGA INTERNATIONAL AIRPORT TO MISA AND FROM UPESLEJAS TO RAILWAY STATION “RĪGA – PREČU”” (identification No. RBR 2023/17) in which the Consultant’s proposal was selected as the winning bid in accordance with the procurement (identification No. RBR 2023/17) regulations and its annexes;
* In accordance with the Tender documents 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 applicable law and requirements for the execution of the Project and the Works;
* According to Clause 3.3.1 of the Agreement on the Contracting Scheme for the Rail Baltic / Rail Baltica, in effect as of 30 September 2016 and power of attorney No 01-04/66 issued by the Beneficiary on 28 December 2023, by signing the mentioned Agreement the Beneficiary has irrevocably authorised the Client to conclude contracts insofar as the remuneration does not exceed the approved budget for the particular activity;
* For carrying out the Services, the Beneficiary undertakes to pay the Consultant the Total Remuneration pursuant to the procedure specified in the Agreement and assumes any other financial obligations and claims that may arise pursuant to the Agreement;
* The Client is not responsible for any payments to the Consultant;
* This Contract is co-financed from the Connecting Europe Facility (CEF) Agreement No 2014-EU-TMC-0560-M;

The Parties mentioned above have agreed 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 attached hereto, in the order of precedence, shall be deemed to form an integral part of the Agreement:

1. This Form of Agreement;
2. The Particular Conditions of the Agreement;
3. The General Conditions of the Agreement (CLIENT/CONSULTANT MODEL SERVICES AGREEMENT (5th EDITION OF FIDIC WHITE BOOK, 2017));
4. Procurement documents (other than the ones mentioned above and below);
5. Clarifications to the documents issued within the Procurement procedure;
6. Appendix 1: Technical Specification with annexes
7. Appendix 2: Additional Rules
8. Appendix 3: Programme
9. Appendix 4: Remuneration and Payment
10. Appendix 5: Rules for Adjudication
11. Appendix 6: Insurance and Guarantee Requirements
12. Appendix A: Letter of Award and Acceptance
13. Appendix B: Approved Sub-Contractors and Staff
14. Appendix C: Consultant’s Declaration
15. Appendix D: The Tender Documents with attachments
16. All other documents created during the Agreement's implementation and considered by the Parties as part of the Agreement.

3. In the event of a conflict among the provisions of the Agreement documents, the documents mentioned first in the listing given in Clause 2 of this Agreement shall prevail over subsequent documents.

1. The Agreement documents constitute the entire agreement between the Parties. It substitutes all prior negotiations and drafts of the Parties with regard 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.
2. 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.
3. In case if the definition of the Beneficiary in the Appendix 1 [*Technical Specification*] differs from the definition of Beneficiary stipulated in this document, the definition of the Beneficiary stipulated in this document shall prevail.

7. The Client hereby engages the Consultant, in accordance with the terms and conditions of the Agreement, and the Consultant hereby accepts the engagement to carry out the following Services:

* 1. **Design Services** – within 20 months from the date of entry into effect of this Agreement, as stated in Sub-Clause 4.1.1 of Particular Conditions,
  2. **Design Supervision Services -** within 60 months from the Commencement Day, as stated in Sub-Clause 4.2.2 of Particular Conditions or until the date when the final Taking - Over certificate for the works is issued (as defined in the Works Contract), whichever is longer.

8. The Agreement shall be effective until the complete implementation thereof or until it is terminated in accordance with the terms and conditions of the Agreement or the applicable Laws of the Country.

9. The Beneficiary 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 Consultant shall send the invoice to the Client electronically to the e-mail: [DTDinvoices@railbaltica.org](mailto:DTDinvoices@railbaltica.org) in accordance with the procedure stipulated in the Agreement. The Client shall review the invoice and if it will contain all necessary requisites, will forward the Consultant’s invoice to the Beneficiary (e-mail is mentioned below) within 10 (ten) days.

11. Payments of the Services will be made by the Beneficiary in euro, by bank transfer to the Consultant’s bank account. The time of the payment shall be the date stated on the payment order of the Beneficiary.

The Consultant’s invoices shall contain the following information: the Beneficiary's details:

|  |  |
| --- | --- |
| Beneficiary |  |
| Registration No. |  |
| Address |  |
| Name of Bank |  |
| SWIFT (BIC) Code |  |
| Bank Account No. |  |

12. Before signing the provisional/final acceptance documents the Client shall send them accompanied with the invoices to the Beneficiary by using the e-mail stipulated in the Agreement in order to obtain from it an opinion on the quality of the respective Services. The Beneficiary provides its opinion by sending it to the Client within 10 (ten) days from the day of receipt of the provisional/final acceptance documents by using the e-mail stipulated in the Agreement. In case an opinion is not received, after lapse of the 10 (ten) day period the Client shall have the right to assume that the Beneficiary is satisfied with the quality of the particular Services. To the extent possible the Client shall treat favourably the opinion of the Beneficiary, however the Client shall not be prevented to accept the relevant Services if in the best professional opinion of the Client the Services are rendered according to the required quality. In such case the Client shall not send the provisional/final acceptance documents to the Beneficiary repeatedly.

13. When the Consultant submits the Detailed Technical Design – one of the main deliverables stipulated in the Appendix 1 [*Technical Specification*] to the Client for approval, the previously stipulated order in Clause 11 applies with an exception that the Beneficiary shall issue a binding approval for this specific deliverable in the most reasonable time, but not exceeding 30 (thirty) days.

14. If, by the time of paying a part of the Total Remuneration, the Client is entitled to claim contractual penalty or damages against the Consultant, the Client on behalf of the Beneficiary shall have the right to deduct the relevant amount from the part of the Total Remuneration payable by submitting the relevant reasoned statement of set-off in a written format, i.e. the Client on behalf of the Beneficiary is entitled to set off the claim of contractual penalty or damages against the invoices payable to the Consultant. The statement shall be submitted at the same time as the payment or immediately after the execution of the payment, or if the amount owed by the Consultant exceeds the amount of the payment, at the latest on the date the payment would have fallen due.

15. By giving a written notice 5 (five) days in advance, but in case of an unannounced check or audit or on-the-spot-visit without an advance notice, the Beneficiary may carry out technical, legal and financial checks and audits of the Consultant and the sub-contractors of the Consultant, and on-the-spot visits to the sites and premises where the activities related to the implementation of the Agreement are or were carried out. Checks and audits and on-the-spot visits may be carried out either directly by the authorized staff of the Beneficiary or by any other outside body authorised to do so on its behalf.

16. The Consultant is obliged to provide to the Client’s or Beneficiary’s staff which is performing a check or audit or on-the-spot visit or any other outside body authorised by the Client or the Beneficiary an access to all the information and documents, including information in electronic format, which is requested by the performer of the check or audit or on-the-spot-visit or any other outside body authorised by it for the performance of the check or audit or on-the-spot visit and which relates to the execution of this Agreement, as well as shall allow the performer of the check or audit or on-the-spot visit or any other outside body authorised by it copying of the information and documents with due respect to the confidentiality obligation. The Consultant is obliged to agree in the contracts with its sub-contractors on the right of the Client and the Beneficiary to access and to copy their information and documents which relate to the execution of this Agreement.

The Consultant hereby is entitled to receive the following Total Remuneration payments for due and proper provision of the Services in accordance with the terms and conditions set out in the Agreement:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Service / Stage** | **Price (VAT exclusive)** | **VAT** | **Price with VAT** |
| **1.** | **Design Services** |  | \* | \* |
| **2.** | **Design Supervision Services** |  | \* | \* |
|  | **Total Remuneration** |  | \* | \* |

\* VAT amount shall be established and paid in accordance with the law of the Country.

17. The Total Remuneration (VAT exclusive) shall be regarded as final and may be subject to change solely in accordance with the terms and conditions set out in the Agreement.

18. Payment for the Services shall be completed pursuant to the terms and conditions of Clause 7 [*Payment*] of the Particular Conditions and the General Conditions of the Agreement.

19. The Consultant is obliged to register in the public tax registers of the Country (if applicable), or otherwise the Client is entitled to make any deductions resulting from incompliance of the taxing obligation.

20. Bank account requisites for payments to the Consultant:

|  |  |
| --- | --- |
| Bank account holder: | \* |
| Registration number: | \* |
| VAT registration number: | \* |
| Bank account No: | \* |
| Name of Bank: | \* |
| Bank address: | \* |
| Bank code: | \* |
| SWIFT code: | \* |

\* The Consultant shall inform the Client about precise bank account requisites within the Agreement execution stage pursuant to Clause 22 of this document.

21. The Consultant shall provide the Client with a Performance Security issued in accordance with Clause 3.12 of the Particular Conditions of the Agreement as well as in accordance with the Appendices of the Agreement.

22. All the Notices and other forms of communication including without limitation approvals, consents, instructions and decisions, which the Party sends under the Agreement shall be made in English and shall be sent to the following contact information, or other contacting details duly notified by the other Party in writing.

Representative’s responsible for the Agreement administration and management:

|  | **The Client’s representative** | **The Consultant’s representative** |
| --- | --- | --- |
| **Name,surname** | Mārtiņš Krauklis  RB Rail AS Technical Project Manager |  |
| **Address** | Satekles iela 2B, Rīga, LV-1050 |  |
| **Phone number** | +371 27330734 |  |
| **Email** | [Martins.Krauklis@railbaltica.org](mailto:Martins.Krauklis@railbaltica.org) |  |

23. The Parties shall not later than within 5 (five) days inform the other Party in writing concerning the change of the contact details of the Party (i.e. address, the details of bank accounts, registration numbers and (or) other data that may have effect on the correct implementation of the Agreement). In case of failure to inform in the time specified, any payments, Notices and other correspondence made to such Party to the contact information specified in the Agreement shall be considered valid and properly served.

24. The Agreement is entered into in English language in 3 (three) duplicates having equal authority - one for each of the Parties.

25. This Agreement is entered into and governed by and shall be construed and interpreted in accordance with the applicable Laws of the Country.

Requisites of the Parties:

| **The Client:** | **The Consultant** | **The Beneficiary** |
| --- | --- | --- |
| Name: RB Rail AS  Address: Satekles iela 2B, Rīga, LV-1050  Tel.: +  E-mail address:  [Martins.Krauklis@Railbaltica.org](mailto:Martins.Krauklis@Railbaltica.org)  [DTDinvoices@railbaltica.org](mailto:DTDinvoices@railbaltica.org)  VAT registration number: LV40103845025  Company registration number: 40103845025  Bank detail: Luminor Bank AS Latvijas filiāle  Account number:  Bank code: |  | Name: Ministry of Transport of Republic of Latvia  Address: Gogoļa iela 3, Riga, LV-1743  Tel.: +371 67028083  E-mail address (to receive invoices):  VAT registration number: LV90000088687  Registration number:  Bank detail: Valsts kase (State Treasury of Republic of Latvia)  Account number:  Bank code: |

Signatures of the Parties:

|  |  |
| --- | --- |
| **On behalf of the Client:**  Name Surname:  Position: RB Rail AS  Signature:  Date: \_\_ \_\_\_\_\_\_ 2024 | Name Surname:  Position: RB Rail AS  Management Board Member  Signature:  Date: \_\_ \_\_\_\_\_\_ 2024 |

|  |  |
| --- | --- |
| **In the name and on behalf of the Beneficiary:**  The Client, represented by:  Name Surname:  Position:  Signature:  Date: \_\_ \_\_\_\_\_\_ 2024 | Name Surname:  Position:  Signature:  Date: \_\_ \_\_\_\_\_\_ 2024 |

**On behalf of the Consultant** [*title of the Consultant*]:

Name Surname:

Position:

Signature:

Date: \_\_ \_\_\_\_\_\_ 2024

1. Co-financed by the Connecting Europe Facility of the European Union. [↑](#footnote-ref-2)