Approved by
RB Rail AS open competition
"Requirements Management Tool supply, implementation and maintenance"
Procurement commission's
session minutes No 2 dated 1st April 2021

REGULATIONS

FOR THE OPEN COMPETITION

"REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE"

(IDENTIFICATION NO RBR 2021/4)

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

Riga

2021

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1. ABBREVIATIONS AND TERMS

1.1. **Common procurement vocabulary (CPV)** – a nomenclature approved by the European Union which is applied in public procurement procedures;

1.2. **Contract** - signed agreement between Contracting authority and a Contractor to provide services defined in this agreement;

1.3. **Contracting authority** - the joint stock company RB Rail AS, registration number 40103845025, legal address: Kr. Valdemāra iela 8-7, Riga, LV-1010, Latvia;

1.4. **Contractor** – supplier / service provider awarded the right to enter into the Contract in the Open competition to deliver supplies / provide services in accordance with requirements stipulated in the Regulations and the Contract;

1.5. **Identification number** – designation which includes the abbreviation of the name of the Contracting authority (the first capital letters), the relevant year and the procurement sequence number in ascending order (RBR 2021/4);

1.6. **Open competition** (also the Procurement) - a procurement procedure "Requirements Management Tool supply, implementation and maintenance" (identification number: RBR 2021/4) in which all interested Suppliers are entitled to submit their Proposals;

1.7. **Procurement commission** – commission the composition of which has been established by the joint stock company RB Rail AS, order No 1.9-2021-2 dated 8 February 2021, issued by the Management Board of joint stock company RB Rail AS;

1.8. **Proposal** - documentation package that Tenderer submits to participate in the Open competition;

1.9. **Public Procurement Law** – Public Procurement Law of the Republic of Latvia;

1.10. **Regulations** – regulations of the Open competition "Requirements Management Tool supply, implementation and maintenance" (identification number: RBR 2021/4), as well as all the enclosed annexes;

1.11. **Supplier** – a natural person or a legal person, a group or association of such persons in any combination thereof which offers to perform works, supply products or provide services accordingly;

1.12. **Tenderer** – a Supplier which has submitted a Proposal.

2. GENERAL INFORMATION

2.1. The Open competition is co-financed by the Contracting authority and Connecting Europe Facility (CEF).

2.2. Open competition is organized in accordance with the Public Procurement Law in effect on the date of publishing the contract notice.

2.3. Open competition is carried out using E-Tenders system (https://www.eis.gov.lv/EKEIS/Supplier) which is subsystem of the Electronic Procurement System (https://www.eis.gov.lv/EIS/).

2.4. The Regulations is freely available on Contracting authority's profile in the E-Tenders system at webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/54472 and the webpage of the Contracting authority http://railbaltica.org/tenders/.

2.5. Amendments to the Regulations and answers to Suppliers' questions shall be published on Contracting authority's profile in the E-Tenders system at webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/54472 and the Contracting authority's webpage http://railbaltica.org/tenders/. It is the Supplier's responsibility to constantly follow the information published on the webpages and to take it into consideration in preparation of its Proposal.

2.6. Contact person of the Contracting authority for the Open competition is Procurement Specialist - Lawyer Vineta Ezergaile, mobile: +371 29352018, e-mail: vineta.ezergaile@railbaltica.org.

2.7. The exchange of information between the Procurement commission and the Supplier shall be in writing (by sending documents electronically by e-mail or using E-Tenders system) in English. If the information is submitted in Latvian, it shall be accompanied by a translation into English.

2.8. If the Supplier does not have access to the E-Tenders system, the Supplier shall follow the guidance for obtaining access to the system available on the Contracting authority's website at http://www.railbaltica.org/procurement/e-procurement-system/.

2.9. The Supplier can request additional information regarding the Regulations. Additional information can be requested in writing by E-Tenders system or (in case the Supplier does not have access to the system yet) by sending it to the Procurement commission electronically via e-mail (see Section 2.6 of the Regulations). Any additional information must be requested in a timely fashion, so that the Procurement commission can reply on time - no later than 6 (six) days prior to the deadline of the Proposal submission. The Procurement commission shall provide response within 5 (five) business days from the day of receipt of the request from the Supplier.

2.10. The Supplier covers all expenses which are related to the preparation of the Proposal and its submission to the Contracting authority. Under no circumstances the Contracting authority will be liable for compensation of any costs and damages related to the preparation and submission of the Proposal (including, *inter alia,* costs associated with any site visits) or the Supplier's participation in the Procurement exercise.

3. THE RIGHTS OF THE PROCUREMENT COMMISSION

3.1. At any stage of the Open competition the Procurement commission has the right to demand that the Tenderer submits all or part of the documents which certify Tenderer's compliance to the requirements for the selection of Tenderers. The Procurement commission does not demand documents or information which is already at its disposal or is available in public data bases.

3.2. If the Tenderer submits document derivatives (e.g. copies), then, in case of doubt about the authenticity of the submitted document derivation, the Procurement commission can demand that the Tenderer shows the original documents.

3.3. During Proposal assessment, the Procurement commission has the right to demand that the included information is clarified.

3.4. If the Procurement commission determines that the information about the Tenderer, its subcontractors or / and persons upon whose capacity the Tenderer is relying that is included in the submitted documents is unclear or incomplete, it demands that the Tenderer or a competent institution clarifies or expands the information included in the Proposal. The deadline for submission of the necessary information is determined in proportion to the time which is required to prepare and submit such information. If the Procurement commission has demanded to clarify or expand upon the submitted documents but the Tenderer has not done this in accordance with the requirements stipulated by the Procurement commission, the Procurement commission is under no obligation to repeatedly demand that the information included in these documents is clarified or expanded upon. The Procurement commission has the right to reject all Proposals which are found not to comply with the requirements of the Procurement documentation.

4. THE OBLIGATIONS OF THE PROCUREMENT COMMISSION

4.1. The Procurement commission ensures the process documentation of the Open competition.

4.2. The Procurement commission ensures free and direct electronic access to the Open competition documents on Contracting authority's profile at the E-Tenders system's webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/54472 and on the webpage of the Contracting authority http://railbaltica.org/tenders/.

4.3. If the interested Supplier has in a timely fashion in writing by post or electronically (including by E-Tenders system), or delivering in person requested additional information about the requirements included in Open competition documents regarding the preparation and submission of the Proposal or regarding the selection of Tenderers, the Procurement commission provides a response electronically within 5 (five) business days but not later than 6 (six) days before the deadline for submitting Proposals. Simultaneously with sending this information to the Supplier who asked the question, the Contracting authority publishes this information on Contracting authority's profile in the E-Tenders system's webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/54472 and on its webpage http://railbaltica.org/tenders/ where Open competition documents are available, indicating the question asked.

4.4. If the Contracting authority has amended the Open competition documents, it publishes this information on Contracting authority's profile in the E-Tenders system's webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/54472 and on the Contracting authority's webpage http://railbaltica.org/tenders/ where Open competition documents are available, no later than 1 (one) day after the notification regarding the amendments has been submitted to Procurement Monitoring Bureau for publication. If Supplier wishes to receive relevant updates / notifications by email

regarding the Procurement exercise (e.g. when amendments to the Procurement documentation are published), Supplier shall register as an interested supplier on the E-Tenders system for the particular procurement exercise accordingly.

4.5. The exchange and storage of information is carried out in such a way that all data included in the Proposals is protected and the Contracting authority can check the content of the Proposals only after the expiration of the deadline for its submission. During the time from the deadline of submission of Proposals until the opening of the Proposals the Contracting authority does not disclose any information regarding the existence of other Proposals therefore. During the time of Proposal assessment, the Contracting authority does not disclose any information regarding the assessment process until the announcement of the results.

4.6. The Procurement commission assesses the Tenderers and their Proposals based on the Public Procurement Law, Open competition documents, as well as other applicable regulatory enactments.

4.7. The Procurement commission prepares a report on the Open competition and publishes it on Contracting authority's profile in the E-Tenders system's webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/54472 and on the Contracting authority's webpage http://railbaltica.org/tenders/ within 5 (five) business days from the day when the decision about the results of the Open competition is made.

5. THE RIGHTS OF THE TENDERER

5.1. The Tenderer has the right to submit registration documents for the Electronic Procurement System (if the Tenderer is not registered in Electronic Procurement System) in State Regional Development Agency (please see information here http://www.railbaltica.org/procurement/e-procurement-system/).

5.2. The Tenderer can request and within 3 (three) business days after submitting the request receive a copy of the Proposal opening sheet which is an annex to the Proposal opening session minutes.

5.3. If the Contracting authority gets the necessary information about the Tenderer directly from a competent institution through data bases or other sources and the Tenderer's submitted information differs from information obtained by the Contracting authority, the Tenderer in question has the right to submit evidence to prove the correctness of the information the Tenderer has submitted, if the information obtained by the Contracting authority does not conform to the factual situation.

5.4. If a Tenderer believes that its rights have been violated or such violation is possible due to possible violation of the regulatory enactments of the European Union or other regulatory enactments, the Tenderer has the right to submit a complaint to the Procurement Monitoring Bureau according to the procedure stipulated in the Section 68 of Public Procurement Law regarding the Tenderer selection requirements, Technical specification or other requirements relating to Open competition, or relating to the activities by the Contracting authority or the Procurement commission during the Open competition.

6. SUBJECT-MATTER OF THE OPEN COMPETITION

6.1. The subject-matter of the Procurement is Requirements Management Tool supply, implementation and maintenance in accordance with requirements stipulated in this Regulations and its Annexes (hereinafter – Services).

6.2. The applicable CPV codes of the subject-matter are:

6.2.1. Main CPV code: 48610000-7 (Database systems);

6.2.2. Additional CPV codes: 72200000-7 (Software programming and consultancy service) and 80500000-9 (Training services).

6.3. The Tenderer shall submit a Proposal for the entire volume of the Procurement.

6.4. The Tenderer is not permitted to submit variants of the Proposal. If variants of the Proposal shall be submitted, the Proposal will not be reviewed.

6.5. The delivery of the Services will take place in Estonia, Latvia and Lithuania.

6.6. Contract period is equal to the overall Rail Baltica Global project implementation life-cycle. Currently it is estimated until end of Year 2026, or longer - if project implementation will be prolonged and the funding for the next period services will be approved.

7. TENDERER

7.1. The Proposal can be submitted by:

7.1.1. A Supplier who is a legal or natural person (hereinafter – the Tenderer) which offers on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers;

7.1.2. A group of Suppliers (hereinafter also – the Tenderer, partnership) which offers on the market to perform works, supply products or provide services accordingly and who complies with the selection criteria for Tenderers:

(a) A group of Suppliers who have formed a partnership for the Open competition. In this case all the members of the partnership shall be listed in the Annex No 2 "Application for participating in the Open competition" of the Regulations. If it will be decided to award contracting rights to such partnership, then prior to concluding the Contract the partnership shall at its discretion either enter into a partnership agreement (within the meaning of the Civil Law of the Republic of Latvia, Section 2241-2280) and shall submit one copy of this agreement to the Contracting authority or establish a general or limited partnership (within the meaning of the Commercial Law of the Republic of Latvia (hereinafter – the Commercial Law), Division IX and X) and notify the Contracting authority in writing;

(b) An established and registered partnership (a general partnership or a limited partnership within the meaning of the Commercial Law, Division IX and X) which complies with the selection criteria for Tenderers.

8. SELECTION CRITERIA FOR TENDERERS

8.1. **Exclusion grounds**

The Contracting authority shall exclude the Tenderer from further participation in the Open competition in any of the following circumstances:

No	Requirement	Documents to be submitted[1]
1.	Within previous 3 (three) years before submission of the Proposal the Tenderer or a person who is Tenderer's management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, has been found guilty of or has been subjected to coercive measures for committing any of the following criminal offences by such a public prosecutor's order regarding punishment or a court judgement that has entered into force and may not be challenged and appealed: a) establishment, management of, involvement in a criminal organization or in an organized group included in the criminal organization or other criminal formation, or participation in criminal offences committed by such organization, b) bribe-taking, bribery, bribe misappropriation, intermediation in bribery, unauthorized participation in property transactions, taking of prohibited benefit, commercial bribing, unlawful claiming of benefits, accepting or providing of benefits, trading influences, c) fraud, misappropriation or money-laundering, d) terrorism, terrorism funding, creation or organization of a terrorist group, traveling for	- For a Tenderer and a person who is Tenderer's management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, who is registered or residing in Latvia, Contracting authority will verify the information itself in publicly available databases. - For a Tenderer and a person who is Tenderer's management board or supervisory board member, person with representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, who is registered or residing outside of Latvia, Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.

[1] Unless documents are specifically requested by the Procurement commission, no obligation to submit any.

No	Requirement	Documents to be submitted[1]
	terrorist purposes, justification of terrorism, calling to terrorism, terrorism threats or recruiting or training a person in performance of acts of terrorism, e) human trafficking, f) evasion from payment of taxes or similar payments.	
2.	It has been detected that on the last day of Proposal submission term or on the day when a decision has been made on possible granting of rights to conclude the Contract, the Tenderer has tax debts in Latvia or a country where it has been incorporated or is permanently residing, including debts of mandatory state social insurance contributions exceeding 150 euro in total in any of the countries.	- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself in publicly available databases. - For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.
3.	Tenderer's insolvency proceedings have been announced, the Tenderer's business activities have been suspended, the Tenderer is under liquidation.	- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself in publicly available databases. - For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.
4.	A person who drafted the procurement procedure documents (Contracting authority's official or employee), Procurement commission member or expert is related to the Tenderer or is interested in selection of some Tenderer and the Contracting authority cannot prevent this situation by measures that cause less restrictions on Tenderer. A person who drafted the procurement procedure documents (Contracting authority's official or employee), Procurement commission member or expert is presumed to be related to the Tenderer in any of the following cases: a) If he or she is a current and/or an ex-employee, official, shareholder, procura holder or member of a Tenderer or a subcontractor which is legal person and if such relationship with the legal person was terminated within the last 24 (twenty-four) months; b) If he or she is the father, mother, grandmother, grandfather, child, grandchild, adoptee, adopter, brother, sister, half-brother, half-sister or spouse (hereinafter – relative) of a Tenderer's or subcontractor's, which is a legal person, shareholder who owns at least 10% of the shares in a joint-stock company, shareholder in a limited liability company, procure holder or an official; c) If he or she is a relative of a Tenderer or a subcontractor which is a natural person. If the Tenderer is a partnership, consisting of natural or legal persons, a relation to the Tenderer is presumed also if a person who drafted the procurement procedure documents (Contracting authority's official or employee), Procurement	No obligation to submit documents, unless specifically requested by the Procurement commission.

No	Requirement	Documents to be submitted[1]
	commission member or expert is related to a member of a partnership in any of the above-mentioned ways.	
5.	The Tenderer has an advantage that limits competition in the procurement procedure if it or its related legal person consulted the Contracting authority or otherwise was involved in preparing the Open competition, and the advantage cannot be prevented by less restrictive measures, and the Tenderer cannot prove that its or its related legal person's participation in preparing the procurement procedure documents does not restrict competition.	No obligation to submit documents, unless specifically requested by the Procurement commission.
6.	Within the previous 12 (twelve) months before submission of the Proposals by such a decision of a competent authority or a court judgment which has entered into force and may not be challenged and appealed Tenderer has been found guilty of violating competition laws manifested as a horizontal cartel agreement, except for the case when the relevant authority, upon detecting violation of competition laws, has released the Tenderer from a fine or has decreased the fine for cooperation within a leniency program.	- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself in publicly available databases. - For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence or other objective proof of good standing. For example, a link to the database of the competent authority's public database (website) listing all its decisions and validity thereof (if access to any such database/website is free of charge to the Contracting authority).
7.	Within the previous 3 (three) years before submission of the Proposals by such a decision of a competent authority, a court judgment or a public prosecutor's order which has entered into force and may not be challenged and appealed Tenderer has been found guilty and is punished for a violation manifested as employment of one or more persons who do not possess the required employment permit or if it is illegal for such persons to reside in a Member State of the European Union.	- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself in publicly available databases. - For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.
8.	Within the previous 12 (twelve) months before submission of the Proposals by such a decision of a competent authority, a court judgment or a public prosecutor's order which has entered into force and may not be challenged and appealed Tenderer has been found guilty and is punished for a violation manifested as employment of a person without a written employment contract, by failing within the term specified in regulatory enactments to submit an informative employee declaration regarding this person, which must be submitted about persons, who start working.	- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself from publicly available databases. - For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the country of registration or residence.
9.	The Tenderer has provided false information to prove its compliance with provisions of this Section 8.1 of the Regulations or qualification criteria or has not provided the required information at all.	No obligation to submit documents, unless specifically requested by the Procurement commission.

No	Requirement	Documents to be submitted[1]
10.	The Tenderer is a registered offshore[2] company (legal person) or offshore association of persons.	- For a Tenderer which is registered in Latvia Contracting authority will verify the information itself in publicly available databases. - For the Tenderer and each member of the partnership (if Tenderer is an unregistered partnership) which is a legal person registered outside of Latvia Tenderer shall submit a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their registration wherefrom at least the fact of registration can be determined.
11.	The owner or shareholder (with more than 25% of share capital) of the Tenderer who is registered in Republic of Latvia, is a registered offshore company (legal person) or offshore association of persons.	For a Tenderer which is registered in Latvia: • Contracting authority will verify the information itself in publicly available databases; • if such information by publicly available data bases is not provided, Tenderer shall submit self – declaration which approves the fact that there are no registered owners or shareholders of the Tenderer (with more than 25% of share capital) who are registered offshore.
12.	The subcontractor indicated by the Tenderer whose share of services is equal to or exceeds 10% of the contract price or person on whose capacities Tenderer is relying, is a registered offshore company (legal person) or offshore association of persons.	- For a subcontractor whose share of services is equal to or exceeds 10% of the contract price or person on whose capacities Tenderer is relying which is registered in Latvia Contracting authority will verify the information itself in publicly available databases. - For a subcontractor or person on whose capacities Tenderer is relying which is a legal person registered outside of Latvia (with its permanent place of residence abroad) Tenderer shall submit a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration can be determined.
13.	International or national sanctions or substantial sanctions by the European Union (EU) or the North Atlantic Treaty Organization (NATO) Member State affecting the interests of the financial and capital market has been imposed to the: a) Tenderer or a person who is the Tenderer's management board or supervisory board member, beneficial owner[3], person with	- For a Tenderer registered or residing in Latvia Contracting authority will verify the information itself from the Register of Enterprises of the Republic of Latvia. - For a Tenderer registered or residing outside of Latvia Tenderer shall submit an appropriate statement from the competent authority of the

[2] **Offshore**: low tax or tax-free country or territory in accordance with Corporate income tax law of the Republic of Latvia except Member States of EEA (European Economic Area) or its territories, Member States of the World Trade Organization Agreement on State Treaties or territories and such countries and territories with which European Union and Republic of Latvia has international agreements for open market in public procurement area.

[3] **Beneficial owner:** a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:
a) regarding legal persons - a natural person who owns, in the form of direct or indirect shareholding, more than 25 per cent of the capital shares or voting stock of the legal person or who directly or indirectly controls it;

No	Requirement	Documents to be submitted[1]
	representation rights or a procura holder, or a person who is authorised to represent the Tenderer in operations in relation to a branch, b) member of the partnership or a person who is the partnership's management board or supervisory board member, beneficial owner[4], person with representation rights or a procura holder (if the Tenderer is a partnership), and such sanctions can affect the execution of the Contract.	country of registration or residence with all the information necessary for the examination regarding the Tenderer or a member of the partnership (if the Tenderer is a partnership), including but not limited, information about beneficial owner or the fact that there is no possibility to find out the beneficial owner.

8.2. **Legal standing and suitability to pursue the professional activity**

No	Requirement	Documents to be submitted
1.	The Tenderer or all members of the partnership (if Tenderer is a partnership) is registered in the Registry of Enterprises or Registry of Inhabitants, or an equivalent register in their country of residence, if the legislation of the respective country requires registration of natural or legal persons.	- For a Tenderer (or a member of a partnership, if Tenderer is a partnership), a person on whose capacity Tenderer relies, a subcontractor which is a legal person registered in Latvia Contracting authority will verify the information itself in publicly available databases. - For a Tenderer (or a member of a partnership, if Tenderer is a partnership), a person on whose capacity Tenderer relies, a subcontractor who is a natural person, Tenderer shall submit a copy of an identification card or passport. - For a Tenderer (or a member of a partnership, if Tenderer is a partnership), a person on whose capacity Tenderer relies, a subcontractor which is a legal person registered outside of Latvia (with its permanent place of residence abroad), Tenderer shall submit a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration, shareholders, officials and procura holders (if any) can be determined. - If a Proposal is submitted by a partnership, the Proposal shall include an agreement (or letter of intent to enter into agreement) signed by all members on the participation in the Procurement which lists responsibilities of each and every partnership members and a joint commitment to fulfil the Contract and which authorizes one key member to sign the Proposal and other documents, to receive and issue orders on behalf of the partnership members, and with whom all payments will be made. In this document Tenderer additionally indicates the member of the partnership on whose capacity it relies to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract.

b) regarding legal arrangements - a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement.

[4] **Beneficial owner:** a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:
a) regarding legal persons - a natural person who owns, in the form of direct or indirect shareholding, more than 25 per cent of the capital shares or voting stock of the legal person or who directly or indirectly controls it;
b) regarding legal arrangements - a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement.

No	Requirement	Documents to be submitted
		- If the Proposal or any other document, including any agreement, is not signed by the legal representative of the Tenderer, a member of the partnership (if Tenderer is a partnership), a person on whose capacity Tenderer relies or a subcontractors, a document certifying the rights of the persons who has signed the Proposal or any other documents to represent the Tenderer, a member of the partnership, a person on whose capacity Tenderer is relying or a subcontractor (powers of attorney, authorization agreements etc.) shall be included.
2.	The representative of the Tenderer or a member of a partnership (if Tenderer is a partnership), or a person on whose capacity Tenderer relies who has signed documents contained in the Proposal has the right of signature, i.e., it is an official having the right of signature or a person authorized by the Tenderer.	- A document confirming the right of signature (representation) of the representative of the Tenderer or a member of a partnership, or a person on whose capacity Tenderer relies who signs the Proposal. For a Tenderer (or a member of a partnership), a person on whose capacity Tenderer relies which is a legal person registered in Latvia the Contracting authority will verify the information itself in publicly available databases. - If the Tenderer, or a member of a partnership (if Tenderer is a partnership), or a person on whose capacity Tenderer relies, submits a power of attorney (original or a copy certified by the Tenderer) there shall be additionally submitted documents confirming that the issuer of the power of attorney has the right of signature (representation) of the Tenderer.

8.3. Economic and financial standing

No	Requirement	Documents to be submitted
1.	Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover within the last 3 (three) financial years (2018, 2019, 2020) is not less than 1 000 000 EUR (one million euros) per year. In the event the average annual financial turnover of a limited partner of the limited partnership (within the meaning of The Commercial Law of the Republic of Latvia, Division X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership. In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer's actual operation period.	- Filled and signed Annex No 3 "Confirmation of Tenderer's financial standing". - Audited or self-approved (if the annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statements for financial years 2018, 2019 and 2020, showing the turnover of the Tenderer or each member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract (if the Tenderer is a partnership), or other entity on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially responsible for the fulfilment of the Contract. - If annual financial statement for financial year 2020 is not available yet, Tenderer shall submit other documents showing the annual financial turnover and values for the financial year 2020. - For a limited partnership (within the meaning of the Commercial Law of the Republic of Latvia, Division X) - an additional document evidencing the amount of the investment by the limited partner (the partnership agreement or a document with a similarly binding legal effect). - If the previous 3 (three) reporting years of the Tenderer differ from the years specified in the Section 8.3.1 of the Regulations (2018, 2019, 2020), the

No	Requirement	Documents to be submitted
		financial turnover must be indicated for the Tenderer's previous 3 (three) reporting years. - If the Proposal is submitted by a partnership, Tenderer shall indicate the member of the partnership on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations. - If the Tenderer is relying on any other entity's capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, Tenderer along with the Proposal submits confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see the Section 9 of the Regulations for detailed information).
2.	The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, shall have stable financial and economic performance, namely, in the last financial year (2020) liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 (one) and shall have positive equity.	- Filled and signed Annex No 3 "Confirmation of Tenderer's financial standing". - Audited or self-approved (if the audited annual financial statement is not required by the law of the country of residence of the Tenderer) annual financial statement for financial year 2020, showing the balance and calculation that proves liquidity ratio and positive equity. - If annual financial statement for financial year 2020 is not available yet, Tenderer shall submit other documents, showing the balance and calculation that proves liquidity ratio and positive equity for the financial year 2020. - If the Tenderer is a partnership, Tenderer shall indicate the member of the partnership on whose capacity it relies to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, including this information in the agreement of cooperation (or letter of intent to enter into agreement) stipulated in Section 8.2.1 of the Regulations. - If the Tenderer is relying on any other entity`s capacity to certify its financial and economic performance and this entity will be financially and economically responsible for the fulfilment of the Contract, Tenderer along with the Proposal shall submit confirmation or agreement on cooperation and/or passing of resources to the Tenderer, signed between such entity and the Tenderer (please see Section 9 of the Regulations for detailed information).

8.4. Technical and professional ability

No	Requirement	Documents to be submitted
1.	Tenderer is	- For a Tenderer or a member of a partnership (if the Tenderer is a

	- a legal person: 1) registered in a Member State to the North Atlantic Treaty Organization (NATO), European Union or European Economic Area; 2) whose beneficial owner[5] is a citizen of the Member State to the NATO, European Union or European Economic Area or non-citizen of the Republic of Latvia; 3) whose manufacturer of the software or equipment used for the provision of the service is a legal person registered in a Member State of NATO, the European Union or the European Economic Area, or a natural person who is a national of the Republic of Latvia, a citizen of NATO, the European Union or the European Economic Area or - a natural person who is a national of the Republic of Latvia, a citizen of the Member State to the NATO, European Union or European Economic Area.	partnership) which is a legal person registered in Latvia, Contracting authority will verify the information itself in publicly available databases. - For a Tenderer or a member of a partnership (if the Tenderer is a partnership) who is a natural person, Tenderer shall submit a copy of an identification card or passport. - For a Tenderer or a member of a partnership (if the Tenderer is a partnership) which is a legal person registered outside of Latvia (with its permanent place of residence abroad), Tenderer shall submit a copy of a valid registration certificate or a similar document issued by a foreign authority in charge of the registration of legal persons in the country of their residence wherefrom at least the fact of registration and beneficial owners (and their nationality) can be determined. - Information about the manufacturer of the software or equipment used for the provision of the service, indicating the specific legal or natural person and any relevant evidence (publicly available information on websites etc.) that shows legal person's registration country or natural person's citizenship / nationality.
2.	The Tenderer is license owner or authorized license distributer (reseller) of the Requirements Management Tool that Tenderer proposes.	- If the Tenderer is license owner of proposed Requirements Management Tool, Tenderer shall submit a self-declaration that Tenderer is license owner of proposed Requirements Management Tool. - If the Tenderer is authorized license distributer (reseller) of proposed Requirements Management Tool, Tenderer shall submit a license owner's approval letter or other equivalent or another reliable evidence that Tenderer is authorized license distributer (reseller) of proposed Requirements Management Tool.
3.	The Tenderer provides data storage within the European Union or European Economic Area and is fully adhere to the General Data Protection Regulation (GDPR).	Self-declaration that Tenderer ensures that data related to proposed Requirements Management Tool will be stored within the European Union or European Economic Area (Tenderer shall indicate exact data centers and their physical location) and data storage fully

[5] **Beneficial owner:** a natural person who is the owner of the customer - legal person - or who controls the customer, or on whose behalf, for whose benefit or in whose interests business relationship is being established or an individual transaction is being executed, and it is at least:
a) regarding legal persons - a natural person who owns, in the form of direct or indirect shareholding, more than 25 per cent of the capital shares or voting stock of the legal person or who directly or indirectly controls it;
b) regarding legal arrangements - a natural person who owns or in whose interests a legal arrangement has been established or operates, or who directly or indirectly exercises control over it, including who is the founder, proxy or supervisor (manager) of such legal arrangement.

		adheres to the General Data Protection Regulation (GDPR).
4.	The Tenderer or each member of the partnership (if the Tenderer is a partnership) has quality management system that complies with ISO 9001:2015 standard or equivalent in place.	A copy of a document proving that Tenderer or each member of the partnership (if the Tenderer is a partnership) has implemented quality management system that complies with ISO 9001:2015 standard or equivalent.
5.	The Tenderer or each member of the partnership (if the Tenderer is a partnership) has information security management system that complies with ISO/IEC 27001:2013 standard or equivalent in place.	A copy of a document proving that Tenderer or each member of the partnership (if the Tenderer is a partnership) has implemented information security management system that complies with ISO/IEC 27001 standard or equivalent.
6.	Within the previous 3 (three) years (2018 - 2020) until the submission date of the Proposal the Tenderer as a main contractor has provided Requirements Management Tool supply, that included software implementation, configuration and training services for at least 3 (three) railway infrastructure projects (e.g. railways, metros, railway stations, terminals, etc.), where the contract value of <u>each supply provided</u> was at least EUR 100 000,00 (one hundred thousand euros zero cents) without VAT.	- Filled and signed Annex No 4 "Description of the Tenderer's experience" where the Tenderer's experience is clearly specified; - Description of each project that includes information about the project itself, how Requirements Management Tool was implemented and configurated and how training services were provided (no more than 2 (two) pages per project).
7.	For the provision of the Requirements Management Tool supply and implementation Tenderer is able to involve a <u>Project manager</u> who complies with the following requirements: a) within the previous 3 (three) years (2018 - 2020) until the submission date of the Proposal Project manager has gained experience in leading consultancy of configuration of Requirements Management Tool for at least 2 (two) railway infrastructure projects; b) within the previous 3 (three) years (2018 - 2020) until the submission date of the Proposal Project manager has developed Requirements Management Plan for at least 2 (two) railway infrastructure projects; c) within the previous 3 (three) years (2018 - 2020) until the submission date of the Proposal Project manager has provided a training for at least 1 (one) client regarding the Requirements Management Tool for railway infrastructure project; d) Project manager has very good (at least B_2 Level) English skills in speaking, understanding and writing (based on Common European Framework of Reference for Languages[6]).	Filled in Annex No 5 "Description of the Project manager's experience" and signed by the Project manager.

8.5. Information, provided in the Proposal to prove the compliance with above-mentioned requirements for economic and financial standing (Section 8.3 of the Regulations), technical and professional ability (Section 8.4 of the Regulations) shall be clear and understandable without any additional analysis or external proof of the submitted information. The Contracting authority is not obliged to use additional sources of information to decide regarding Tenderer's compliance with the qualification requirements. The Tenderer shall remain fully responsible for the provision of sufficiently detailed information in the Proposal required to confirm clearly the compliance with qualification requirements set in the Regulations.

8.6. Notices and other documents mentioned in the Section 8.1 of the Regulations which are issued by competent institutions of the Republic of Latvia are accepted and recognized by the Procurement commission, if they are issued no earlier than 1 (one) month prior to the date of submission of particular

[6] In accordance with the Common European Framework of Reference. Available here: http://europass.cedefop.europa.eu/resources/european-language-levels-cefr

notices and documents. Notices and other documents mentioned in the Section 8.1 of the Regulations which are issued by foreign competent institutions are accepted and recognized by the Procurement commission, if they are issued no earlier than 6 (six) month prior to the date of submission of notices and documents, if the issuer of the notice or document has not set shorter period of validity.

8.7. If the documents with which a Tenderer registered or permanently residing abroad can certify its compliance with the requirements of Section 8.1 of the Regulations are not issued or these documents are insufficient, such documents can be replaced with an oath or, if the regulatory enactments of the country in question do not allow for an oath, - with a certification by the Tenderer or by another person mentioned in Section 8.1 of the Regulations before a competent executive governmental or judicial institution, a sworn notary or a competent organization of a corresponding industry in their country of registration (permanent residence). Regarding all documents submitted based on an oath given under law (e.g. sworn-statements, declarations on oath etc.), the Tenderer must provide (indicate) legal grounds to law or enactment in accordance with such statements or declarations on oath have been given.

8.8. If the Tenderer complies with any of the exclusion grounds mentioned in Section 8.1 of the Regulations (except Section 8.1.2, 8.1.10 – 8.1.13 of the Regulations), the Tenderer indicates this fact in the Annex No 2 "Application for participating in the Open competition" of the Regulations. If the Tenderer to whom the Contract should be awarded will comply with any of exclusion grounds mentioned in this Section, Procurement commission will follow the procedures specified in the Section 43, Paragraph 2-5 of the Public Procurement Law.

8.9. The Tenderer to certify that it complies with the selection criteria for Tenderers may submit the European Single Procurement Document (hereinafter - ESPD) as initial proof. This document must be submitted electronically and for each person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations, and for each of their indicated subcontractors the share of whose work is equal to or exceeds 10 % (ten percent) of the value of the Contract but if the Tenderer is a partnership – for each member thereof. To fill in the ESPD the Tenderer shall use the "ESPD.xml" file on the Internet webpage http://espd.eis.gov.lv/.

8.10. If Tenderer has chosen to submit an ESPD as initial proof, in the ESPD for a person upon whose capacity Tenderer relies to certify its compliance with the requirements stipulated in the Regulations it shall be filled in the part regarding the exclusion grounds and information regarding the selection criteria relevant for the specific capacity or capacities on which Tenderer relies. In the ESDP for a subcontractor the share of whose work is equal to or exceeds 10 % (ten percent) of the Contract - part regarding the exclusion grounds only.

8.11. If the Tenderer to whom the Contract should be awarded has chosen to submit an ESPD as initial proof, Procurement commission will follow the procedure stipulated in the Paragraph 17 of the Cabinet regulation No 107 of 28 February 2017 "Tendering Procedures or Procurement Procedures and Design Contests".

9. RELIANCE ON THE CAPACITY OF OTHER PERSONS

9.1. For the fulfilment of the specific contract, to comply with the selection requirements for the Tenderers relating to the economic and financial standing and/ or technical and professional capacity, Tenderer may rely on the capacity of other persons regardless of the legal nature of their mutual relationship. In this case:

9.1.1. The Tenderer shall indicate in the Proposal all persons on whose capacity it relies by filling in the table which is attached as an Annex No 6 "A list of other entities on whose capacity Tenderer relies" of the Regulations and prove to the Contracting authority that the Tenderer will have available all the necessary resources for the fulfilment of the Contract by submitting a signed confirmation or agreement on cooperation and/or passing of resources to the Tenderer between such persons and the Tenderer. The confirmations and agreements on cooperation and passing of resources can be replaced with any other type of documents with which the Tenderer is able to prove that the necessary resources will be available to the Tenderer and will be used during the term of fulfilment of the Contract.

9.1.2. Documents on cooperation and passing of resources must be sufficient to prove to the Contracting authority that the Tenderer will have the ability to fulfil the Contract, as well as that during the validity of the Contract Tenderer will in fact use the resources of such person upon whose capacity it relies.

9.1.3. The Contracting authority requires joint and several liability for the execution of the Contract between the:

(a) Tenderer and a person on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for fulfilment of the Contract;

(b) Each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying and who will be financially and economically responsible for fulfilment of the Contract.

9.2. Tenderer may relay on the capacity of other persons only if these persons will provide services that require the relevant capacity.

9.3. If Tenderer is a partnership, the member of the partnership upon whose qualification the partnership relies in order to qualify must provide the respective services for which the respective qualification was required.

9.4. The Contracting authority will evaluate the person on whose capacity Tenderer to whom the rights to conclude the Contract should be assigned is relying according to Section 8.1.1 - 8.1.8 and Section 8.1.12 - 8.1.13 of the Regulations. In case such person will comply with any of the exclusion grounds which are mentioned in Section 8.1.1 - 8.1.8 or Section 8.1.12 - 8.1.13 of the Regulations, Contracting authority will request Tenderer to change such person. If the Tenderer will not submit documents about another person which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting authority will exclude such Tenderer from further participation in the Open competition.

10. SUBCONTRACTING

10.1. The Tenderer shall indicate in the Proposal all subcontractors of the Tenderer by filling in the table which is attached as an Annex No 7 "A list of subcontractors" of the Regulations.

10.2. The Contracting authority will evaluate the subcontractor (whose share of services is equal to or exceeds 10% of the proposed contract price) of the Tenderer to whom the rights to conclude the Contract should be assigned according to Sections 8.1.2 – 8.1.8 and Sections 8.1.12 - 8.1.13 of the Regulations. In case such subcontractor whose share of services is equal to or exceeds 10% of the proposed contract price, will comply with any of the exclusion grounds which are mentioned in Section 8.1.2 – 8.1.8 and Section 8.1.12 - 8.1.13 of the Regulations, the Contracting authority will request Tenderer to change such subcontractor. If the Tenderer will not submit documents about another subcontractor which complies with the selection criteria within 10 (ten) business days from the date when the request was issued or sent to the Tender, the Contracting authority will exclude such Tenderer from further participation in the Open competition.

11. TECHNICAL PROPOSAL

11.1. Tenderers shall submit a Technical proposal in accordance with this Section considering aspects in the Annex No 1 "Technical specification" of the Regulations. Technical proposal shall contain the following:

11.1.1. Filled in and signed Annex No 8 "Technical proposal form" regarding mandatory requirements certifying that licenses and services will be provided in accordance with Technical specification (Section 3.3, 3.4 and 4 of the Technical specification);

11.1.2. <u>If proposed</u> - filled in and signed Annex No 8 "Technical proposal form" regarding optional requirements and proposed deadline for service provision (Section 3.5 – 3.9 of the Technical specification and Section 20.5 of the Regulations);

11.1.3. Description of proposed Requirements Management Tool implementation and consultation workshops including detailed Requirements Management Tool implementation schedule and proposed consultation workshop plan (Section 3.1 of the Technical specification and Section 20.5 of the Regulations);

11.1.4. Description of users and user groups (Section 3.2 of the Technical specification and Section 20.5 of the Regulations).

12. FINANCIAL PROPOSAL

12.1. The Financial proposal shall be submitted as part of an Annex No 9 "Financial proposal" of the Regulations.

12.2. The proposed contract price shall include all taxes, fees and payments, and all costs related to the fulfilment of the specific services, that can be reasonably estimated, except VAT, including but not limited to (if applicable):

12.2.1. cost of business trips, time of experts and daily allowance,

12.2.2. field research,

12.2.3. purchase of external materials and researches,

12.2.4. purchase of external experts.

12.3. Any travel expenses (if any arise) Tenderer shall include in proposed contract price. Contracting authority will not additionally reimburse any travel expenses incurred by Tenderer during the provision of Services.

12.4. The costs shall be specified in EUR.

12.5. The costs must be calculated and indicated with an accuracy of 2 (two) decimal places after comma. If more than 2 (two) decimal places after comma will be indicated, then only the first two decimal places will be considered.

13. CONTENTS AND FORM OF THE PROPOSAL

13.1. Proposal must be submitted electronically on E-Tenders subsystem of the Electronic Procurement System in accordance with the following options for the Tenderer:

13.1.1. by using the available tools of E-Tenders subsystem, filling the attached forms of the E-Tenders subsystem for Procurement procedure;

13.1.2. by preparing and filling the necessary electronic documents outside the E-Tenders subsystem and attaching them to relevant requirements (in this situation the Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples);

13.1.3. by encrypting electronically prepared Proposal outside of E-Tenders subsystem with data protection tools provided by third parties, and protection with electronic key and password (in this situation, Tenderer takes responsibility for the correctness and compliance of the forms to requirements of documentation and form samples as well as ensuring capability to open and read the document by the Contracting authority).

13.2. During preparation of the Proposal, Tenderer shall respect the following requirements:

13.2.1. Each document mentioned in Section 13.3 of the Regulations must be filled separately, each in a separate electronic document in line with forms attached to Procurement procedure on Contracting authority's profile in E-Tenders subsystem (https://www.eis.gov.lv/EKEIS/Supplier/Procurement/54472) in a Microsoft Office 2010 (or later) format and attached to the Procurement procedure;

13.2.2. Upon submission, the Tenderer signs the Proposal with secure electronic signature and time-stamp or with electronic signature provided by Electronic Procurement System. The Tenderer can use secure electronic signature and time-stamp and sign Application form, Technical proposal, Financial proposal and other documents separately.

13.3. Documents to be included in the Proposal:

13.3.1. Application for participating in the Open competition in accordance with the Annex No 2 of the Regulations;

13.3.2. Technical proposal in accordance with the Annex No 8 of the Regulations and additionally attached descriptions mentioned in the Section 11.1.3 and 11.1.4 of the Regulations;

13.3.3. Financial proposal in accordance with the Annex No 9 of the Regulations;

13.3.4. Information and documents confirming compliance of the Tenderer with the selection criteria for the Tenderers (set in the Section 8 of the Regulations) or the corresponding ESPD;

13.3.5. Information and documents relating to other entities on whose capacity Tenderer is relying (in accordance with the Annex No 6 of the Regulations) or the corresponding ESPD;

13.3.6. Information and documents relating to subcontractors (in accordance with the Annex No 7 of the Regulations) or the corresponding ESPD.

13.4. The Proposal may contain original documents or their derivatives (e.g. copies). In the Proposal or in reply to a request of the Procurement commission Tenderer shall submit only such original documents which have legal force. For the document to gain legal force it must be issued and formatted in accordance with the Law on Legal Force of Documents of the Republic of Latvia (https://likumi.lv/ta/en/id/210205-law-on-legal-force-of-documents) but public documents issued abroad shall be formatted and legalized in accordance with the requirements of the Document Legalization Law of the Republic of Latvia (https://likumi.lv/ta/en/en/id/155411-document-legalisation-law). Public documents issued abroad can be self-approved by the Tenderer, if it is acceptable by the legislation of the respective country. When submitting the Proposal, the Tenderer has the right to certify the correctness of all submitted documents' derivatives and translations with one certification.

13.5. The Proposal must be signed by a person who is legally representing the Tenderer or is authorized to represent the Tenderer in this Open competition.

13.6. The Tenderer shall prepare Proposal in electronic form using the E-Tenders system available at https://www.eis.gov.lv/EKEIS/Supplier/Procurement/54472.

13.7. The Proposal must be submitted in a written form in English or Latvian (if submitted in Latvian, translation in English of the Proposal must be provided together with the Proposal).

14. ENCRYPTION OF THE PROPOSAL INFORMATION

14.1. E-Tenders system which is a subsystem of the Electronic Procurement System ensures first level encryption of the information provided in the Proposal documents.

14.2. If the Tenderer has applied additional encryption to the information in the Proposal (according to Section 13.1.3 of the Regulations), Tenderer must provide the Procurement commission with the electronic key with the password to unlock the information not later than in 15 (fifteen) minutes after the deadline of the Proposal submission.

15. SUBMISSION OF A PROPOSAL

15.1. The Proposal (documents referred to in the Section 13.3 of the Regulations) shall be submitted electronically using the E-Tenders system available at https://www.eis.gov.lv/EKEIS/Supplier/Procurement/54472 by:

10 May 2021 till 15:00 (Riga time).

15.2. The Tenderer may recall or amend its submitted Proposal before the expiry of the deadline for the submission of Proposals by using the E-Tenders system.

15.3. Only Proposals submitted by E-Tenders system will be accepted and evaluated for participation in the Open competition. Any Proposal submitted outside the E-Tenders system will be declared as submitted in a non-compliant manner and will not participate in the Open competition.

16. OPENING OF PROPOSALS

16.1. The Proposals will be opened on the E-Tenders system on 10 May 2021 starting at 15:00 (Riga time) during the opening session. On the E-Tenders system it is possible to follow the opening of submitted Proposals online.

16.2. The Proposals are opened by using the tools offered by E-Tenders system. The proposed price and other information that characterizes the Proposal (excluding confidential information) shall be published on the E-Tenders system.

16.3. The information regarding the Tenderer, the time of Proposal submission, the proposed price and other information that characterizes the Proposal is generated at the opening of the Proposals by E-Tenders system and written down in the Proposal opening sheet which shall be published on E-Tenders system and Contracting authority's webpage.

17. VERIFICATION OF PROPOSALS FOR COMPLIANCE

17.1. The Procurement commission evaluates received Proposals in a closed session.

17.2. The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in Section 13 of the Regulations and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.

17.3. The Procurement commission verifies whether the submitted Proposals comply with the requirements stipulated in Section 6 - 10 of the Regulations and whether all required information and documents are submitted and selects for further evaluation the compliant Proposals.

18. VERIFICATION OF TECHNICAL PROPOSALS

The Procurement commission verifies whether the submitted Technical proposals comply with the requirements stipulated in the Section 11 of the Regulations and selects for further evaluation the compliant Technical proposals only.

19. VERIFICATION OF FINANCIAL PROPOSALS

19.1. The Procurement commission verifies whether Tenderers have filled in the Annex No 9 "Financial proposal" in accordance with the requirements.

19.2. The Procurement commission verifies whether there are any arithmetical errors, whether an abnormally low Proposal has been received, as well as assesses and compares the contract prices proposed.

19.3. The Procurement commission informs the Tenderer whose arithmetical errors have been corrected about the correction of arithmetical errors and the corrected Financial proposal.

19.4. When evaluating the Financial proposal, Procurement commission takes corrections into account.

19.5. The Procurement commission has the right to demand that the Tenderer explains the calculation upon which the Financial proposal is based and other related aspects to ascertain the objectivity of the Financial proposal and whether an abnormally low Proposal has been submitted.

19.6. The Procurement commission further evaluates the compliant Proposals which have not been declared as abnormally low Proposals.

20. CONTRACT AWARD CRITERIA

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

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

No	Evaluation criteria	Maximum possible score
1.	Technical proposal	60
2.	Financial proposal (EUR, without VAT)	40
	TOTAL:	**100**

20.3. The Procurement commission will sum up the points obtained by each Tenderer and the Contract will be awarded to the Tenderer whose Proposal obtains the highest score according to Section 20.5 and 20.6 of the Regulations.

20.4. In case several Tenderers will obtain equal amount of points, the Procurement commission shall award the right to conclude the Contract to the Tenderer which will obtain higher score for its Technical proposal. If also this score will be equal, then the Procurement commission will invite representatives of those particular Tenderers and will organize a draw. In situation, when representatives of Tenderers choose to not be present at the draw, Procurement commission will carry out the draw without representatives of Tenderers present by inviting impartial participant from the Contracting authority.

20.5. **Evaluation of the Technical proposal**

20.5.1. The maximum number of points Proposal can receive for criteria "Technical proposal" is 60 (sixty) points.

20.5.2. The Technical proposal will be evaluated based on following evaluation criteria:

No	Evaluation criteria of the Technical proposal	Maximum possible score
1.	**Compliance to optional requirements and proposed deadline for service provision**	**36**
(a)	Verification & Validation Management	6
(b)	Safety Hazard Management	6
(c)	Interface Management	6
(d)	Change Management	6
(e)	Assumption Management	6
(f)	Tenderer proposes to implement and configure the Requirements Management Tool and provide consultancy workshops in 3 (three) months or less	6
2.	**The quality of mandatory requirements descriptions**	**24**
(a)	The quality of proposed Requirements Management Tool implementation and consultation workshops description	18
(b)	The quality of users and user groups description	6
	TOTAL:	**60**

20.5.3. **Compliance to optional requirements and proposed deadline for service provision** shall be evaluated according to following sub-elements:

No.	Evaluation of compliance to optional requirements and proposed deadline for service provision	Maximum possible score
1.	Verification & Validation Management	6
2.	Safety Hazard Management	6
3.	Interface Management	6
4.	Change Management	6
5.	Assumption Management	6
6.	Tenderer proposes to implement and configure the Requirements Management Tool and provide consultancy workshops in 3 (three) months or less	6
	Total:	**36**

20.5.4. For each sub-element mentioned in the Section 20.5.3 of the Regulations that fully meets the requirements stipulated in the Technical specification (proposed Requirements Management Tool provides such functionality and / or Tenderer has proposed to implement and configure the Requirements Management Tool and provide consultancy workshops in 3 (three) months or less), Technical proposal gets points indicated for particular sub-element.

20.5.5. The Procurement commission will obtain the final score for each Technical proposal in the criteria "Compliance to optional requirements and proposed deadline for service provision" by summing up all points obtained by particular Technical proposal in this criteria and dividing the sum with the number of members of the Procurement commission which participated in the evaluation.

20.5.6. **The quality of mandatory requirements descriptions** shall be evaluated according to following evaluation criteria:

No	Evaluation of the quality of mandatory requirements descriptions	Maximum possible score
(a)	**The quality of proposed Requirements Management Tool implementation and consultation workshops description**	
1.	**Outstanding level of details**[7] Content of the Technical proposal conforms with Technical specification and description of proposed Requirements Management Tool provides outstanding description of its benefits with clear connection to Rail Baltica Global project needs, detailed insight about its data hosting and interface with other software. Description contains reasonable, clear and detailed insight in planned implementation process, including information regarding consultation workshops, in accordance with best market practice.	18
2.	**High level of details**[8] Content of the Technical proposal conforms with Technical specification and description of proposed Requirements Management Tool provides good description of its benefits with connection to Rail Baltica Global project needs and insight about its data hosting and interface with other software. Description contains reasonable and clear insight in planned implementation process, including information regarding planned consultation workshops, in accordance with best market practice.	12
3.	**Satisfactory level of details**[9] Content of the Technical proposal conforms with Technical specification and description of proposed Requirements Management Tool provides satisfactory description of its benefits and insight about its data hosting and interface with other software. Description contains an idea about the planned implementation process, including information regarding planned consultation workshops.	6
4.	**Insufficient level of details**[10] Content of the Technical proposal conforms with Technical specification, but it consists of inadequate or/and incomplete solutions. Description provides the idea of proposed Requirements Management Tool's benefits, its data hosting and interface with other software. Description contains very general idea about the planned implementation process and consultation workshops.	0
(b)	**The quality of users and user groups description**	
1.	**Outstanding level of details** Content of the Technical proposal conforms with Technical specification. Description provides clear and reasonable division of users and user groups and level of their access rights. Description contains very detailed, in Tenderer's previous experience and best market practice based justification why proposed option is most appropriate solution for Rail Baltica Global project needs.	6
2.	**High level of details**	4

[7] Hereinafter – **Outstanding level of details** means a detailed and well-structured description comprising features that exceed the required quality set out in the Technical specification and includes additional analysis and proposed solutions.

[8] Hereinafter – **High level of details** means a detailed and structured description that meets the required quality set out in the Technical specification and includes additional analysis and proposed solutions.

[9] Hereinafter – **Satisfactory level of details** means a description that generally meets the required quality set out in the Technical specification, but with some minor issues that might negatively affect the provision of the services and / or with limited or no additional analysis and proposed solutions.

[10] Hereinafter – **Insufficient level of details** means a description that meets the required quality set out in the Technical specification, but with some major issues that might negatively affect the provision of the services and / or with very limited or no additional analysis and proposed solutions.

	Content of the Technical proposal conforms with Technical specification. Description provides clear and reasonable division of users and user groups and level of their access rights. Description contains detailed, in Tenderer's previous experience based justification why proposed option is most appropriate solution for Rail Baltica Global project needs.	
3.	**Satisfactory level of details** Content of the Technical proposal conforms with Technical specification. Description provides clear division of users and user groups and level of their access rights. Description contains justification why proposed option is most appropriate solution for Rail Baltica Global project needs.	2
4.	**Insufficient level of details** Content of the Technical proposal conforms with Technical specification. Description provides division of users and user groups and level of their access rights.	0

20.5.7. The Procurement commission will obtain the final score for each Technical proposal in criteria "The quality of mandatory requirements description" by summing up all points obtained by particular Technical proposal in this criteria and dividing the sum with the number of members of the Procurement commission which participated in the evaluation.

20.5.8. The Procurement commission will obtain the final score for each Technical proposal by summing up all points obtained by particular Technical proposal in criteria "Compliance to optional requirements and proposed deadline for service provision" and in criteria "The quality of mandatory requirements description"

20.6. **Evaluation of the Financial proposal**

20.6.1. The maximum number of points Proposal can receive for criterion "Financial proposal" is 40 (forty) points.

20.6.2. The Financial proposal shall be evaluated based on following sub-elements:

No.	Evaluation of Financial proposal	Maximum possible score
1.	Annual fee for 15 (fifteen) licenses (including maintenance support services), EUR excl. VAT	20
2.	Price for project management, Requirements Management Tool configuration and full implementation (including consultancy workshops), EUR excl. VAT	15
3.	Price for training services (including training materials), EUR excl. VAT	5
	Total:	**40**

20.6.3. Financial proposals in specific sub-elements shall receive points in accordance with the following formula:

a) Annual fee for 15 (fifteen) licenses (including maintenance support services)

$$\boldsymbol{points = \frac{lowest\ proposed\ price\ from\ the\ compliant\ proposals}{Tenderer's\ proposed\ price} \times 20}$$

b) Price for project management, Requirements Management Tool configuration and full implementation (including consultancy workshops)

$$\boldsymbol{points = \frac{lowest\ proposed\ price\ from\ the\ compliant\ proposals}{Tenderer's\ proposed\ price} \times 15}$$

c) Price for training services (including training materials)

$$points = \frac{lowest\ proposed\ price\ from\ the\ compliant\ proposals}{Tenderer's\ proposed\ price} \times 5$$

20.6.4. The Procurement commission shall obtain the final score for each Financial proposal in this criteria by summing up all points obtained by the particular Financial proposal in this criteria and dividing the sum with the number of members of the Procurement commission which participated in the evaluation.

21. TENDERER CHECK PRIOR TO MAKING THE DECISION REGARDING THE CONCLUSION OF THE CONTRACT

21.1. Prior to making the decision about assigning rights to conclude the Contract, Procurement commission performs a check regarding the existence of grounds of exclusion for Tenderer, members of a partnership (if the Tenderer is a partnership), persons on whose capacity Tenderer is relying to certify its compliance with the requirements and subcontractors.

21.2. If in accordance with the information published on the day of the last data update in a public database on the last day of Proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract is made, the Tenderer, member of a partnership (if the Tenderer is a partnership), a subcontractor whose share of services is equal to or exceeds 10% of the Contract price or a person on whose capacity Tenderer is relying to certify its compliance with the requirements, have tax debts, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, Procurement commission informs the Tenderer and sets a deadline – 10 (ten) days from the day of issuing or receiving information – for the submission of a statement evidencing absence of tax debt, including state mandatory insurance contributions debts, the total sum of which exceeds 150 euro, on the last day of Proposal submission or on the day when the decision regarding the possible assignment of rights to conclude a Contract was made.

21.3. If the Tenderer fails to submit required evidence before the deadline, Procurement commission excludes the Tenderer from participation in the Open competition.

21.4. Change of persons on whose capacity Tenderer is relying to certify its compliance with the requirements or subcontractors whose share of services is equal to or exceeds 10% of the Contract price is performed in accordance with Sections 9.4 and 10.2 of the Regulations respectively.

21.5. In the event the Tenderer or partnership member (if the Tenderer is a partnership) fails to comply with requirements stipulated in Section 8.1 of the Regulations (except Section 8.1.2, 8.1.10 – 8.1.13 of the Regulations) and has indicated this in the Proposal, upon Procurement commission's request it submits an explanation about the implemented measures in order to restore reliability and prevent occurrences of the same or similar violations in future, as well as attaches evidence which proves the implemented measures, such as but not limited to evidence about compensating damages, on cooperation with investigating authorities, implemented technical, organizational or personnel measures, an assessment of a competent authority regarding the sufficiency of the implemented measures etc. The Procurement commission assesses such information. If the Procurement commission deems the measures taken are sufficient for the restoration of reliability and the prevention of similar cases in the future, it makes the decision not to exclude the Tenderer from participation in the Open competition. If the measures taken are insufficient, Procurement commission makes the decision to exclude the Tenderer from further participation in the Open competition. If the Tenderer within the indicated time does not submit the requested information, Procurement commission excludes the Tenderer from participation in the Open competition.

22. DECISION MAKING, ANNOUNCEMENT OF RESULTS AND ENTERING INTO A CONTRACT

22.1. The Procurement commission selects Tenderers in accordance with the set selection criteria for Tenderers, verifies the compliance of the Proposals with the requirements stipulated in the Regulations and chooses the Proposal in accordance with the contract award criteria as described in Section 20 of the Regulations. The Tenderer with the economically most advantageous Proposal shall be selected.

22.2. Within 3 (three) business days from the date of decision about the Open competition results Procurement commission informs all Tenderers about the decision made by sending the information by post or electronically (including via the E-Tenders system) and keeping the evidence of the date and means of sending the information. The Procurement commission announces the name of the successful Tenderer, indicating:

22.2.1. to the refused Tenderer - the reasons for refusing its Proposal;

22.2.2. to the Tenderer who has submitted an eligible Proposal - the characterization of the successful Proposal and the relative advantages;

22.2.3. the deadline by which the Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding violations of the public procurement procedure.

22.3. If only 1 (one) Tenderer complies with all Tenderer selection requirements, Procurement commission prepares and includes in the report of the Open competition a justification of the fact that the set requirements for Tenderer selection are objective and commensurate. If the Procurement commission cannot justify that the set requirements for Tenderer selection are objective and commensurate, Procurement commission makes the decision to terminate the Procurement.

22.4. If the Procurement is terminated, Procurement commission within 3 (three) business days simultaneously informs all Tenderers about all the reasons because of which the Open competition is terminated and informs about the deadline within which a Tenderer may submit a complaint to the Procurement Monitoring Bureau regarding the violations of the public procurement procedure.

22.5. The Procurement commission when informing about the results has the right not to disclose specific/confidential information, if it may infringe upon public interests or if the Tenderer's legal commercial interests or the conditions of competition would be violated.

22.6. As soon as possible but not later than within 5 (five) working days from day when the decision about the results of the Open competition is taken, the Procurement commission prepares a report of the Open competition and publishes it on the Contracting authority's profile in E-Tenders system's webpage https://www.eis.gov.lv/EKEIS/Supplier/Procurement/54472 and on Contracting authority's webpage https://www.railbaltica.org/tenders/.

22.7. **The selected Tenderer upon receiving the notification from Procurement commission must:**

22.7.1. within 5 (five) business days – submit to the Contracting authority a copy of partnership agreement or notification regarding the establishment of the partnership, if required pursuant to requirements under Section 7.1.2 (a) of the Regulations;

22.7.2. within 10 (ten) days upon receiving the invitation - sign the Contract.

22.8. The Contract is concluded based on the selected Tenderer's Proposal and in accordance with the Annex No 10 "Draft contract" of the Regulations.

22.9. The Procurement commission has the right to choose the next most economically advantageous Proposal, if the Tenderer in the time stipulated by the Regulations:

22.9.1. refuses to conclude a partnership contract or to establish the partnership in the cases and deadlines defined by the Regulations or in the cases and deadlines defined by the Regulations does not submit a copy of the partnership contract, or does not inform of the founding of a partnership company;

22.9.2. refuses to conclude the Contract or does not submit a signed Contract within the deadlines defined in the Regulations.

22.10. In any of such a case mentioned in Section 22.9 of the Regulations Procurement commission is entitled to terminate this Open competition without selecting any Proposal or to select the next economically most advantageous Proposal. For either of these decisions a written decision must be made.

22.11. Prior to making the decision regarding the conclusion of the Contract with the Tenderer with the next economically most advantageous Proposal, the Procurement commission assesses whether this Tenderer is one market participant together with the initially selected Tenderer. If the next selected Tenderer is found to be one market participant together with the initially selected Tenderer or it does not comply with requirements set in the Section 22.7 of the Regulations, Procurement commission decides to terminate the Open competition without selecting any Proposal.

ANNEXES:

1. Technical specification on 13 (thirteen) pages;
2. Application for participation in the Open competition on 2 (two) pages;
3. Confirmation of the Tenderer's financial standing on 2 (two) pages;
4. Description of the Tenderer's experience on1 (one) page;
5. Description of the Project manager's experience on 2 (two) pages;
6. A list of other entities on whose capacity Tenderer relies on 1 (one) page;
7. A list of the subcontractors on 1 (one) page;
8. Technical proposal form on 11 (eleven) pages;
9. Financial proposal on 2 (two) pages;
10. Draft contract on 34 (thirty-four) pages.

TECHNICAL SPECIFICATION FOR THE OPEN COMPETITION "REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE" (ID NO RBR 2021/4)

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

Riga

2021

1. INTRODUCTION TO RAIL BALTICA

The Baltic countries Estonia, Latvia and Lithuania have historically been linked to the east-west railway transport axis using the 1520mm gauge railway system. Because of the existing historical and technical constraints, the existing rail system is incompatible with mainland European standards, thus there is a consensus that Estonia, Latvia and Lithuania need to be fully integrated into the wider European rail transport system. Currently there is no efficient 1435 mm railway connection along the Warsaw-Kaunas-Riga-Tallinn axis, i.e. there are missing links or significant bottlenecks. Thus, there are no direct passenger or freight services along the railway axis as the existing infrastructure does not allow for competitive services compared to alternative modes of transport. Thus, the clear majority of the North-South freight is being transported by road transport and the overall accessibility in the region is low.

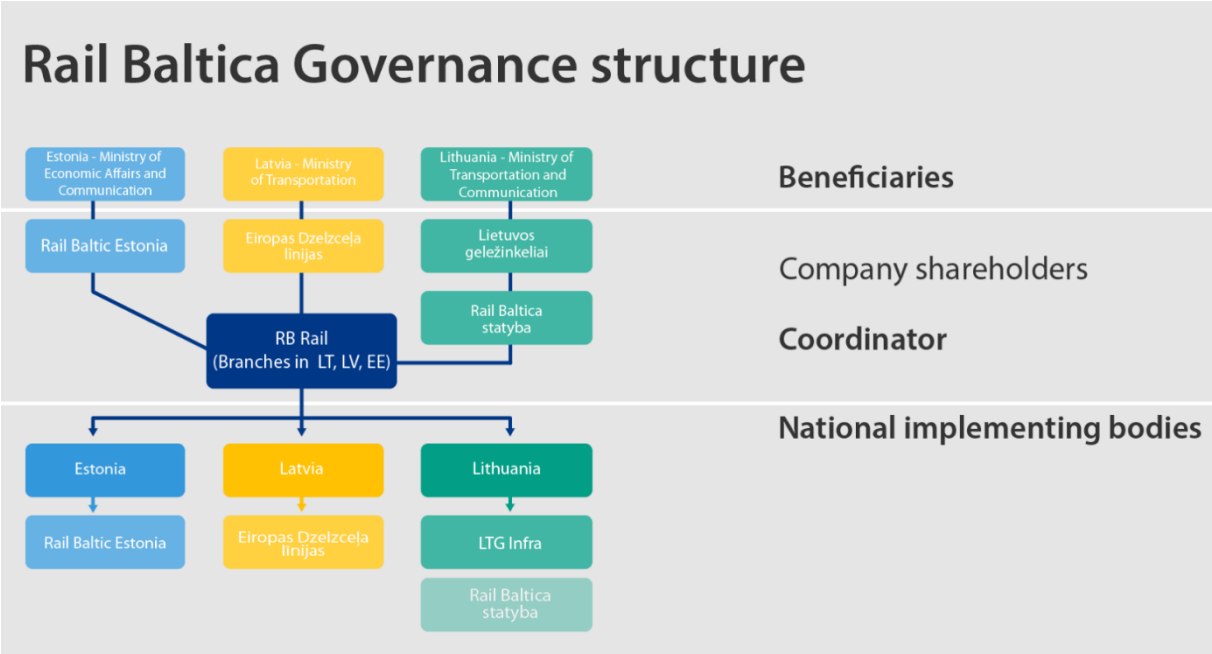
The ambitions of the Rail Baltica Global project (Global Project) are:

- to become a powerful catalyst for sustainable economic growth in the Baltic States;
- to set a new standard of passenger and freight mobility;
- to ensure a new economic corridor will emerge;
- sustainable employment and educational opportunities;
- an environmentally sustainable infrastructure;
- new opportunities for multimodal freight logistics development;
- new intermodal transport solutions for passengers;
- safety and performance improvements;
- a new value platform for digitalization and innovation;
- completion of Baltic integration in the European Union transport ecosystem.

Rail Baltica is already designed to become a part of the EU TEN-T North Sea – Baltic Core Network Corridor, which links Europe's largest ports of Rotterdam, Hamburg and Antwerp – through the Netherlands, Belgium, Germany and Poland – with the three Baltic States, further connecting to Finland via the Gulf of Finland short sea shipping connections with a future fixed link possibility between Tallinn and Helsinki. Further northbound extension of this corridor shall pave the way for future connectivity also with the emerging Arctic corridor, especially in light of the lucrative prospects of the alternative Northern Circle maritime route development between Europe and Asia. Furthermore, the North Sea – Baltic Corridor crosses with the Baltic-Adriatic Corridor in Warsaw, paving the way for new supply chain development between the Baltic and Adriatic seas, connecting the Baltics with the hitherto inadequately accessible Southern European markets. In a similar fashion, Rail Baltica shall strengthen the synergies between North-South and West-East freight flows, creating new trans-shipment and logistics development opportunities along the Europe and Asia overland trade routes. The new Rail Baltica infrastructure would, therefore, not only put the Baltics firmly on the European rail logistics map, but also create massive opportunities for value creation along this infrastructure with such secondary economic benefits as commercial property development, revitalization of dilapidated urban areas, private spin-off investment, new business formation, technology transfer and innovation, tourism development and other catalytic effects. Rail Baltica aims to promote these effects from the early stages of the Global Project, learning from the key global success stories and benchmarks in this regard.

The Contracting authority RB Rail AS (RBR) was established by the Republics of Estonia, Latvia and Lithuania, via state-owned holding companies, to coordinate the development and construction of the fast-conventional standard gauge railway line on the North Sea – Baltic TEN-T Core Network Corridor (Rail Baltica II) linking three Baltic states with Poland and the rest of the EU.

The diagram below illustrates the shareholder and project governance structure of the Rail Baltica project.



RBR together with governments of Estonia, Latvia and Lithuania (represented by the ministries in charge of transport policy) have applied for the CEF co-financing in 2015, 2016, 2017 and 2020 (five applications in total). The applications were successful and INEA grants are available to support the Global Project expenses.

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 and ERTMS equipped mixed use railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Panevėžys (LT), Kaunas (LT) to the Lithuania/Poland state border (including a Kaunas – Vilnius spur) with a design speed of 240km/h. 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 Rail Baltica Global Project is a European gauge (1435mm) double-track railway line of almost 900 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 indicative timeline and phasing of the project implementation can be found here: http://www.railbaltica.org/about-rail-baltica/project-timeline/.

2. TERMS USED IN THIS TECHNICAL SPECIFICATION

Denomination	Definition
Assumption	Statement that one entity uses for progressing with their work in absence of the input required from another entity
Attribute	Changeable property or characteristic
Compliance	State where a characteristic or property of a product, system or process satisfies the specified requirements
Interface Management	Process of identification interfaces between engineering disciplines and sub-disciplines within the Project. Where an interface has been identified, it will be listed in a register that will define the systems involved and also provide traceability to the interface control document or specifications in the evidence list
Requirement	Singular documented physical and functional need that a particular design, product or process must be able to perform

Requirements Management	Process of identifying, eliciting, deriving, apportioning, documenting, agreeing, and controlling requirements as well as communicating the information across various stakeholders and Project teams for managing configuration and for controlling change
Requirements Traceability	Ability to describe and follow the life of a Requirement in both a forwards and backwards direction (i.e., from its origins, through its development and specification, to its subsequent deployment and use, and through periods of ongoing refinement and iteration in any of these phases). Traceability is about understanding and capturing how high-level Requirements – objectives, goals, aims, aspirations, expectations, needs – are transformed into low-level Requirements. It is therefore primarily concerned with satisfaction relationships between layers of information
Project	Specific project that is entered into the Requirements Management Tool for its Requirements Management
Stakeholder	A stakeholder can be defined as an individual, group, or organization with an interest or influence on the deliver and cost of the Project
System Requirements	All the Requirements at the system level that describe the functions which the system as a whole should fulfil to satisfy the Stakeholder needs and requirements, and is expressed in an appropriate combination of textual statements, views and non-functional requirements; the latter expressing the levels of safety, security, reliability
System Requirements Specification (also System Requirements Document)	Description of what the system should do, in terms of the system's functions, interactions and interfaces with its operational environment.
Test Case	Set of actions that comprises the preconditions required for testing execution, the set of inputs and expected outputs
Verification & Validation Management	Independent processes that are used together for checking that a system meets requirements and specifications and that it fulfils its intended purpose.
Validation	Process of ensuring that the final product conforms with all Requirements defined by the Contracting authority
Verification	Process performed to ensure that the output of a design stage or stages meets the design stage input requirements. Verification is activity that consists in capturing the evidence that the design (or process in certain cases) meets the Requirements

3. METHODOLOGY

For implementation of Requirements Management Tool, the Contracting authority foresees following implementation steps:

- preparation,
- configuration and consultation workshops;
- full implementation of the Requirements Management Tool.

During the Requirements Management Tool configuration process consultation workshops should be organized in order to set up its functionality in accordance with Contracting authority's needs. Minimum requirements for consultation workshops are indicated in the Section 3.1 of the Technical specification. After that, Requirements Management Tool training for Contracting authority's staff should be provided. More detailed information regarding the training is provided in the Section 4.3 of the Technical specification.

In the following Sections technical requirements of the Requirements Management Tool are described. To meet the minimum requirements Tenderer shall include in its Technical proposal and describe the proposed solution/methodology regarding the mandatory requirements (Section 3.1-3.4 of the Technical specification). If Tenderer additionally proposes to provide services and implement solutions that are described as optional (if proposed, must be included in the proposed contract price), Tenderer shall describe proposed solution/methodology regarding optional requirements (Section 3.5-3.9 of the Technical specification) and it

will be evaluated with additional points in accordance with the evaluation methodology described in the Section 20.5.3 – 20.5.5 of the Regulations.

3.1. Requirements Management Tool implementation and consultation workshops (mandatory)

The Tenderer shall provide supply, configuration and full implementation of proposed Requirements Management Tool. At least 8 (eight) consultation workshops must be conducted by the Tenderer in order to align the Contracting authority's needs with possible technical solutions and to configure the Requirements Management Tool for Contracting authority. All final decisions that will be made during these consultation workshops will be agreed in writing and after signing attached to Contact as integral part of the Contract.

All requested consultation workshops can be organized remotely online. From Tenderer's side at least Project manager must participate in all consultation workshops.

In the Technical proposal Tenderer shall describe at least following topics (for additional information please see the Section 11.1.3 and 20.5.6 (a) of the Regulations):

- Implementation process and consultation workshops. Detailed Requirements Management Tool implementation schedule and proposed consultation workshop plan must be submitted within Technical proposal;
- Data hosting;
- Benefits of the proposed Requirements Management Tool;
- Interface with other software (interface with ProjectWise is mandatory).

3.2. Users and user groups (mandatory)

The management of the users and the user groups shall be undertaken using a special tool in the Requirements Management Tool for this process. It should establish the rules that determine what users can see and how they interact with the system. There can be any number of roles within the Rail Baltica Global project. Each user of Requirement Management Tool will be assigned by the Contracting authority's Requirements Manager and should be at least following users:

a) Manager (access rights: modification of tables and Attributes and control of certain status values);
b) Super User/Editor (access rights: modification of tables and Attributes);
c) User/Browser (access rights: viewing documents).

In the technical proposal Tenderer shall describe proposed division of users and user groups as well as level of their access rights (for additional information please see the Section 11.1.4 and 20.5.6 (b) of the Regulations). If Tenderer foresees that there should be additional users or additional user groups, Tenderer may also propose a further granular level of access rights which would be more relevant and appropriate to the needs of the Rail Baltica Global project. For example, there may be different individuals responsible for different sets or subsets of Requirements at each level.

During configuration of the Requirements Management Tool user and user groups, their rights and permission level will be identified and implemented.

3.3. Components of Requirements Management Tool (mandatory)

Requirements Management Tool must include at least following mandatory components:

- Requirements Management;
- Evidence Management;
- Performance Metrics.

In the Technical proposal Tenderer shall include the information that Tenderer will provide this part of the Service in accordance with requirements stipulated in this Section of the Technical proposal by filling in the table provided in the Annex No 8 of the Regulations.

3.3.1. Minimum requirements for Requirements Management deliverables

During configuration of the Requirements Management Tool at least following deliverables of Requirements Management must be defined and established:

a) Requirement Attributes;
b) Requirement status descriptions;

c) Compliance Attributes;
d) Expected Verification & Validation method description;
e) Requirement Traceability.

All Requirements Management deliverables must be visible to all users that belong to the Requirements Manager, Requirements Super User/Editor or Requirements User/Browser group.

3.3.2. Minimum requirements for Evidence Management deliverables

The evidence records must reside in several evidence list tables which should be populated as the Project progresses. During configuration of the Requirements Management Tool the evidence list Attributes must be defined in cooperation with the Contracting authority.

3.3.3. Performance metrics

Requirements Management Tool must ensure that dashboards of Requirement status can be used to summarise at least the number of Requirements, the number of Requirements for each value of Requirement status, the number of Requirements with verification evidence. Any metric that the Project requires can be implemented at the module level. During configuration of the Requirements Management Tool the performance metrics must be defined in cooperation with the Contracting authority.

3.4. Requirements Management Plan (mandatory)

Tenderer must review existing Contracting authority's Requirements Management Plan and provide high level guidance how to implement Requirement Management activities for Rail Baltica Global project. During the consultation workshops mentioned in the Section 3.1 of the Technical specification Requirements Management Plan must be discussed and Tenderer must propose solution on how to put in place Requirements Management deliverables effectively.

Guidance must be provided within 2 (two) weeks after consultation workshops and submitted to Contracting authority by sending it to email of Contracting authority's contract manager.

The Tenderer must consider that Contracting authority's Requirements Management Plan at this point consists following Requirement levels:
Level 0: Business Requirements;
Level 1: Project Requirements;
Level 2: System Requirements;
Level 3: System Requirement Specification.

In the Technical proposal Tenderer shall include the information that Tenderer will provide this part of the Service in accordance with requirements stipulated in this Section of the Technical proposal by filling in the table provided in the Annex No 8 of the Regulations.

3.5. Verification & Validation Management deliverables (optional)

During configuration of the Requirements Management Tool Tenderer must define following deliverables of Verification & Validation Management (if proposed):
a) Test Case Attributes descriptions;
b) Test procedure Attribute descriptions;
c) Test report Attribute descriptions.

All Verification & Validation Management deliverables must be visible to all users that belong to the Verification &Validation Manager, Verification & Validation Super User/Editor or Verification & Validation User/ Browser group.

If proposed, in the Technical proposal Tenderer shall include the information that Tenderer will provide this part of the Service in accordance with requirements stipulated in this Section of the Technical proposal by filling in the table provided in the Annex No 8 of the Regulations.

3.6. Safety Hazard Management deliverables (optional)

During configuration of the Requirements Management Tool Tenderer must define following deliverables of Safety Hazard Management (if proposed):

a) Hazard log attributes;
b) Safeguard status description;
c) Hazard status description;
d) Control measure attributes;
e) Control measure status description.

All Safety Hazard Management deliverables must be visible to all users that belong to the Safety Hazard Manager, Safety Hazard Super User/Editor or Safety Hazard User/Browser group.

If proposed, in the Technical proposal Tenderer shall include the information that Tenderer will provide this part of the Service in accordance with requirements stipulated in this Section of the Technical proposal by filling in the table provided in the Annex No 8 of the Regulations.

3.7. Interface Management deliverables (optional)

During configuration of the Requirements Management Tool Tenderer must define following deliverables of Interface Management (if proposed):

a) Interface matrix Attributes;
b) Interface register attributes;
c) Interface action log Attributes;
d) Interface exchange log Attributes;
e) Interface status description.

All Interface Management deliverables must be visible to all users that belong to the Interface Manager, Interface Super User/Editor or Interface User/Browser group.

If proposed, in the Technical proposal Tenderer shall include the information that Tenderer will provide this part of the Service in accordance with requirements stipulated in this Section of the Technical proposal by filling in the table provided in the Annex No 8 of the Regulations.

3.8. Change Management deliverables (optional)

During configuration of the Requirements Management Tool Tenderer must define following deliverables of Change Management (if proposed):

a) Change control form Attributes;
b) Change status description.

All Change Management deliverables must be visible to all users that belong to the Change Manager, Change Super User/Editor or Change User/Browser group.

If proposed, in the Technical proposal Tenderer shall include the information that Tenderer will provide this part of the Service in accordance with requirements stipulated in this Section of the Technical proposal by filling in the table provided in the Annex No 8 of the Regulations.

3.9. Assumption Management deliverables (optional)

During configuration of the Requirements Management Tool Tenderer must define following deliverables of Assumption Management (if proposed):

a) Assumption register Attributes.
b) Assumption status description.

All Assumption Management deliverables must be visible to all users that belong to the Assumption Manager, Assumption Super User/Editor or Assumption User/Browser group.

If proposed, in the Technical proposal Tenderer shall include the information that Tenderer will provide this part of the Service in accordance with requirements stipulated in this Section of the Technical proposal by filling in the table provided in the Annex No 8 of the Regulations.

4. TECHNICAL REQUIREMENTS

Proposed Requirements Management Tool shall meet the following mandatory technical requirements. In the Technical proposal Tenderer shall include the information that Tenderer will provide this part of the Service in accordance with requirements stipulated in this Section of the Technical proposal by filling in the table provided in the Annex No 8 of the Regulations.

4.1. System functional requirements

Description of the requirement	For the Technical proposal
a. Cloud-based solution. System is available anywhere globally 24/7 and 365 days a year in order that Requirement Management data exchange can be maintained dynamically.	The Tenderer shall confirm that its proposed Requirements Management Tool provides the functionality mentioned and include short description how proposed Requirements Management Tool provides it
b. Collaborative platform for all engineering disciplines: • Requirements Management; • Evidence Management; • Performance Metrics.	
c. Requirements identification/capture. Database supports multi-level requirements structure.	
d. Requirements flow-down categorization and allocation to sub-system elements based on system architecture.	
e. Requirements Management Tool database has a possibility to be organized in such project folders as (minimum three): • Admin; • Config; • Data. There is an option to add additional folders to the root database on a temporary basis in order to transfer or exchange data, but the Rail Baltica Global project data should reside in the Data folder only.	
f. Integrated approvals and controls. The system must include comprehensive and integrated approvals and controls processes to ensure that input data is verified and validated by competent individuals who can monitor input and evidence within a defined approvals process.	
g. Traceability Analysis. The system provides ability to see the life cycle of any requirements, links to where they come from (source), where they go (design, test), and why they apply (rationale, justification). The creation and storage of audit trail data is ensured for at least 18 (eighteen) months after the entry is made. Audit trails containing data of natural persons is kept for at least one year. Audit trails include information on (both service and operating systems, etc.): • authentication records; • connection or disconnection, incl. unsuccessful; • operations with system user data; • creating, modifying or deleting an account; • input, modification, deletion, output, transfer, transmission, copying, printing of information resources (data); • the time of the event, which coincides with the coordinated world time of the actual event (UTC); • data selection; • a description of the Internet Protocol (IP) address from which the activity was performed, as well as information regarding the initiator of the activity - identifier, connection metadata; • software parameter change;	

• password change; • network traffic audit data; • Domain Name System (DNS) server records; • other software user, incl. actions performed by system administrators.	
h. Configuration Management. The system provides a journal or history of Requirement changes, baseline/ version control, multi-user multi-user-type access control (create, modify, view, delete, etc.) by individuals or groups.	
i. Reporting. The system provides report generation, dashboard reporting, Requirements status reporting and metrics, dashboards data must be user configurable.	
j. Access Control. The system provides multi-level assignment/access control, support of concurrent review, mark-up and comment. The system functionality also provides following: • the minimum length of the authenticator is at least 9 (nine) characters; • allows the following character types: lowercase and uppercase letters, numbers and symbols; • temporarily blocking the access of the system user by entering an incorrect identifier or authenticator 3 (three) times in a row; • blocking the access of the end user of the system by repeatedly entering the wrong identifier or authenticator 3 (three) times in a row; • system user two-factor authentication; • sending an automatic reminder to the system user about changing the password, restricting access to the system until the authenticator is changed; • restriction setting, the system user to reuse at least 8 (eight) previously registered authenticators; • when changing the authenticator, the system requires to enter the active authenticator first and the new authenticator twice; • the system is not allowed functionality (or it can be changed by the system administrator), which allows the system user to save his / her authenticator so that it does not have to be entered in subsequent connections; • the system user authenticator is not fully displayed to the system user at the time of its entry; • an opportunity to change the authenticator installed by the system manufacturer.	
k. Software interfaces. The Requirements Management Tool is able to exchange information and data with ProjectWise that is used to manage related processes. If another software needs to be installed to enable to run the system (i.e. Citrix), this shall be fully covered and managed by the Tenderer and included in the proposed contract price.	
l. Inter-relations are defined in data model. During configuration of the Requirements Management Tool the data model must be define.	
m. IT System Environment. The system provides a shared access through Internet or Intranet.	
n. User-friendly software that is simple, clean, initiative and reliable. • Simple. The Requirements Management Tool is not overly complex but instead is straightforward, providing quick access to common features or commands;	

• Clean. The Requirements Management Tool is well-organized, making it easy to locate different tools and options; • Intuitive. The Requirements Management Tool makes sense to the average user and requires minimal explanation for how to use it; • Reliable. The Requirements Management Tool does not malfunction or crash.	
o. Compliance management. The system is be able to document the evidence that proves strict conformity.	
p. All reporting information can be download and/or exported to a readable pdf or MS Excel, MS Word compatible files.	
q. The Requirements Management Tool is capable of using and distributing individually granted access rights based on Project role and responsibilities and file status.	
r. The Requirements Management Tool allows to add users from Contracting authority or any appointed partner organization.	
s. System functionality provides automatic updates.	
t. The system functionality provides automatic session closing if system user does not use the respective connection.	

4.2. Data storage access and security

Requirements	Description of the requirement	For the Technical proposal
Security and storage	a. Security minded principles and relevant security measures are applied to enable the Requirements Management Tool to aid effective collaboration while being mindful of increased risks of security breaches through widening access to Contracting authority's asset information associated with cloud and web-based solutions.	The Tenderer shall confirm that its proposed Requirements Management Tool provides the functionality mentioned and Tenderer meets the requirement and include short description how proposed Requirements Management Tool provides the functionality and/or how Tenderer provides compliance with the requirement.
	b. The Requirements Management Tool provides security measures within the architecture of the system to ensure adequate separation between unauthorized access to data.	
	c. System is physically and logically separated from other Tenderer's customers' systems or the services provided to them.	
Data storage location	a. Data is stored within the European Union or European Economic Area. Data centers fully adhere to the General Data Protection Regulation (GDPR).	
	b. Tenderer maintains its own data servers. The data center is certified to ANSI / TIA-942 (Telecommunications Infrastructure Standard for Data Centers) or higher and meets the requirements of a Tier III data center. Tenderer must indicated where its data servers are located.	
	c. Tenderer ensures the transmission of data on the EU data transmission network without crossing third countries. Data transmission (traffic) must not be organized when crossing EU borders through third countries.	
Backup and retrieval	a. The Requirements Management Tool makes provisions for the backup and retrieval of data in the event of an outreach, incident, or perceived information loss.	
	b. The extracted data cannot be encrypted and must be accessible by any system or solution.	
	c. Moving data out of the system is possible without any additional effort or cost.	
Access rights	a. The Requirements Management Tool is able to run accessing data stored on cloud servers via an internet	

	connection and does not require any other additional downloads or plugins.	
	b. Contracting authority will have the full administration rights over the users/accounts and their access rights to the Requirements Management Tool.	

4.3. System non-functional requirements

Requirements	Description of the requirement	For the Technical proposal
Hardware requirements	Tenderer provides details of hardware and internet connectivity requirements for successful operation of the system, including: • minimum specification of PC's (processor, RAM, free hard disc capacity); • recommended minimum Internet connection speeds.	The Tenderer shall confirm that it meets the requirement and include short description how Tenderer will provides compliance with the requirement and/or provision of services.
User support & maintenance	a. Tenderer in Technical proposal must describe what kind of user support is offered both in normal/working hours and in evenings, weekends etc. so it's clear how the Contracting authority must act in case the user support is needed e.g. if system is not available.	
	b. One single point of contact for support.	
	c. Details of arrangements for user support, including availability of support personnel and maximum response time must be discussed and agreed during consultation workshops indicated in the Section 3.1 of the Technical specification.	
	d. Guarantee of timely release of software versions, bug fixes.	
	e. Maintenance and full user support must be provided during the whole licence life-cycle and costs of maintenance/support must be included in the license fee.	
Training	a. Training regarding Requirements Management Tool must be organized for maximum 30 (thirty) people on-site at Contracting authority's premises in Riga or due to pandemic situation can be organize remotely (online). Date and time of training will be agreed by parties during the provision of service.	
	b. Training materials (e.g. as text documents) must be tailored for special use of the Contracting authority.	
	c. Training materials for the end-users, the User Manual and the Administrator Manual must be provided not later than 5 (five) business days prior to the training day.	
Implementation support	Implementation support must be provided when required. Tenderer in Technical proposal must describe what kind of implementation support is offered, so it's clear how the Contracting authority must act in case the support is needed. Specifics of Implementation support will be defined during consultation workshops.	
Security Test	a. The delivery and implementation of the Requirements Management Tool must be organized in two stages: first the service test environment, then the service operation environment. The test environment must be logically and physically separated from the operating environment on another server (VLAN). Only quasi-data or information resources may be used in a distorted way for the implementation and testing of the system in the test environment (the integrity of information resources is changed).	

<table>
<tr><td></td><td>b. The system has been tested for intrusion before it is put into operation. Intrusion tests must be performed by IT staff who have not participated in the development and implementation of the system or by an outsourced service provider contracted by the Tenderer other than the system developer or Information Technologies Security Incidents Response Institution.</td><td></td></tr>
<tr><td rowspan="3">Licenses</td><td>a. The Tenderer must provide annual licenses for the Requirements Management Tool.</td><td rowspan="3"></td></tr>
<tr><td>b. The indicative number of licenses that the Contracting authority intends to purchase each year:
<table>
<tr><th>Year</th><th>Quantity</th></tr>
<tr><td>2021</td><td>15-30</td></tr>
<tr><td>2022</td><td>30-60</td></tr>
<tr><td>2023</td><td>60-80</td></tr>
<tr><td>2024</td><td>60-80</td></tr>
<tr><td>2025</td><td>60-80</td></tr>
<tr><td>2026</td><td>60-80</td></tr>
</table></td></tr>
<tr><td>c. During the Requirements Management Tool configuration and implementation Tenderer must provide to Contracting authority at least 5 (five) temporary licenses free of charge for implementation and testing purposes.</td></tr>
<tr><td rowspan="4">Information availability</td><td>a. Access to the Requirements Management Tool must be secure and accessible for authorized users 24hrs a day, 7 days a week, 365 days a year.</td><td rowspan="4"></td></tr>
<tr><td>b. Data backup and updating must be ensured.</td></tr>
<tr><td>c. Creation and storage of data in the backup data center must be ensured.</td></tr>
<tr><td>d. The frequency of updating of data backup must not be less than once every 24 (twenty-four) hours.</td></tr>
<tr><td>Confidentiality of the information resources</td><td>Information resources must be available only to system users (incl. Tenderer) authorized by the Contracting authority. Tenderer must provide technical, physical, and logical protection of the system.</td><td></td></tr>
</table>

5. SCHEDULE AND DEADLINES

Contract period is equal to the overall Rail Baltica Global project implementation life-cycle. Currently it is estimated until end of Year 2026, or longer - if project implementation will be prolonged and the funding for the next period services will be approved.

Implementation, configuration of the Requirements Management Tool and consultation workshops must be provided in 4 (four) months from commencement date of Contract. After configuration of the Requirements Management Tool, within 1 (one) month training for Contracting Authority's stuff must be provided.

In table below there are indicated main Contract deliverables and their timelines:

<table>
<tr><th colspan="2">No.</th><th>Deliverables</th><th>Timeline</th></tr>
<tr><td rowspan="6">1</td><td rowspan="6">Requirements Management Tool implementation and configuration</td><td>a) Requirements Management</td><td rowspan="6">Services must be provided within 4 (four) months after commencement date of the Contract (if Tenderer has not proposed shorter implementation period)</td></tr>
<tr><td>b) Evidence Management</td></tr>
<tr><td>c) Performance metrics</td></tr>
<tr><td>d) Requirements Management Plan</td></tr>
<tr><td>e) Verification & Validation Management (if proposed)</td></tr>
<tr><td>f) Safety Hazard Management (if proposed)</td></tr>
</table>

		g) Interface Management (if proposed)	
		h) Change Management (if proposed)	
		i) Assumption Management (if proposed)	
2	Training for Contracting authority's staff		Service must be provided within 1 (one) month after implementation and configuration of Requirements Management Tool

*Deliverables No 1 a) - d) must include consultation and workshops.

** Deliverables No 1 e) - i) will be included, if will be proposed by Tenderer that will be awarded with the Contract.

ANNEX NO 2: APPLICATION

APPLICATION FOR PARTICIPATION IN THE OPEN COMPETITION
"REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE"
(ID NO RBR 2021/4)

Name of the Tenderer or all members of the partnership	
Registration number of the Tenderer or all members of the partnership	
VAT payer registration number of the Tenderer or all members of the partnership	
Name, surname and position of the person authorized to represent the Tenderer or name of nominated representative (in case of established partnership)	
Legal address of the Tenderer or all members of the partnership	
Correspondence address of the Tenderer or all members of the partnership	
Bank of the Tenderer or all members of the partnership	
Bank code (SWIFT) of the Tenderer or all members of the partnership	
Bank account (IBAN) of the Tenderer or all members of the partnership	
Contact person and contact information of the Tenderer (name, surname, position, telephone number, e-mail)	

By submitting the Proposal, the Tenderer hereby:

1. Confirms participation in the Open competition "Requirements Management Tool supply, implementation and maintenance", ID No RBR 2021/4;
2. Informs that the following entities and/or persons comply with the following exclusion grounds (if any):

Name of the entity (person)	Exclusion ground and brief description of the violation
[●]	
[●]	
[●]	

3. Confirms that, if the Tenderer will be awarded the Contract, the Tenderer will provide quality and timely performance of the contractual liabilities for the offered price and in accordance with the requirements of the Annex No 1 "Technical specification" of the Regulations;
4. Confirms that Regulations is clear and understandable, that it does not have any objections and complaints and that in the case of granting the right to enter into a Contract it shall fulfil all conditions of the Regulations as well as enter into a Contract in accordance with the Draft contract enclosed with the Regulations as an Annex No 10 "Draft contract";
5. Confirms that in the preparation and submission of its Proposal, Tenderer has fully considered all the clarifications issued by the Contracting authority;

6. Confirms that Tenderer has prepared the Proposal without connection with any other person, company or parties likewise submitting a Proposal and that it is prepared in all respects for in good faith, without collusion or fraud;
7. Agrees that the Contracting authority reserves itself the right to reject any or all Proposals and cancel the procurement process before entry into Contract on the grounds specified in the Regulations or the law;
8. Guarantees that all information and documents provided are true;
9. **Confirms[11] that meets the criteria of (please indicate by ticking relevant box):**

☐ a small ☐ medium ☐ other

sized enterprise[12] as defined in the Article 2 of the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise.[13]

[date of signing] [name and position of the representative of the Tenderer]

[11] Tenderer must indicate size of enterprise for each member of the partnership, if the Tenderer is a partnership.

[12] The information on the size of the Tenderer is used solely for statistical purposes and is not in any way whatsoever used in the evaluation of the Tenderer or the Proposal.

[13] Available here - http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC

CONFIRMATION OF TENDERER'S FINANCIAL STANDING FOR THE OPEN COMPETITION "REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE" (ID NO RBR 2021/4)

1. **Section 8.3.1 of the Regulations**

Tenderer's or all members of the partnership together (if the Tenderer is a partnership and confirms the average financial turnover jointly), average financial turnover within the last 3 (three) financial years (2018, 2019, 2020) is not less than 1 000 000 EUR (one million euros) per year.

In the event the average annual financial turnover of a limited partner of the limited partnership (within the meaning of The Commercial Law of the Republic of Latvia, Division X) exceeds its investment in the limited partnership, the average financial turnover shall be recognized in the amount of the investment in the limited partnership.

In the event the Tenderer or a member of a partnership (if the Tenderer is a partnership) has operated in the market for less than 3 (three) financial years, the requirement shall be met during the Tenderer's actual operation period.

No	Year	Total Turnover in EUR*	Notes
The Tenderer or member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance (Section 8.3.1 of the Regulations) and who will be financially and economically responsible for fulfilment of the Contract or other entity on whose capacity Tenderer is relying (if the Tenderer is relying on other entity's capacity) to certify its economic and financial performance and who will be financially and economically responsible for fulfilment of the Contract: _____ Name of the Tenderer / a member of a partnership / other entity			
1.	2018		
2.	2019		
3.	2020		
Average annual turnover within the last 3 (three) financial years			

**If the financial turnover is in another currency than euro, for this Proposal it should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the proposal submission date (please see Section 15.1 of the Regulations)[14].*

2. **Section 8.3.2 of the Regulations**

The Tenderer and each member of the partnership (if the Tenderer is a partnership) on whose capacity Tenderer is relying to certify its financial and economic performance and who will be financially and economically responsible for the fulfilment of the Contract, shall have stable financial and economic performance, namely, in the last financial year (2020) liquidity ratio (current assets divided by short-term liabilities) shall be equal to or exceed 1 (one) and shall have positive equity.

_____
Name of the Tenderer / a member of partnership / other entity

[14] Available here: https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html

Financial information from the Tenderer's financial statement used to calculate liquidity ratio and equity*	Year 2020**
Current assets	
Total assets	
Short term - liabilities	
Total liabilities	

** Please continue and provide information regarding each entity to which this requirement applies. If value of assets or liabilities have been calculated from different parts of Tenderer's financial statement, Tenderer must provide explanation how the calculations have been made.*

*** If the previous reporting year of the Tenderer differ from the year specified in Section 8.3.2 of the Regulations (2020), the financial information necessary must be indicated for the Tenderer's previous reporting year. Additionally, if values are in another currency than euro, for this Proposal they should be recalculated in euro in accordance with the currency exchange rate published by the European Central Bank on the proposal submission date (please see Section 15.1 of the Regulations)[15].*

$$liquidity\ ratio = \frac{current\ assets}{short - term\ liabilities} = _____$$

$$equity = total\ assets - total\ liabilities = _____$$

[date of signing] [name and position of the representative of the Tenderer]

[15] Available here: https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html

DESCRIPTION OF THE TENDERER'S EXPERIENCE FOR THE OPEN COMPETITION
"REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE"
(ID NO RBR 2021/4)

SECTION 8.4.6 OF THE REGULATIONS

No	Client, client's contact information for references (name of representative, phone, e-mail)[16]	Period of the contract (month/year – month/year)	Project	Description of the services	Tenderer was a main contractor in provision of the services (please indicate "Yes" or "No")	Supplied Requirements Management Tool	Value of the Contract (EUR without VAT)
1.							
2.							
n+1							

[date of signing] [name and position of the representative of the Tenderer]

[16] In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.6 of the Regulations.

DESCRIPTION OF THE PROJECT MANAGER'S EXPERIENCE FOR THE OPEN COMPETITION
"REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE"
(ID NO RBR 2021/4)

GENERAL INFORMATION:

Project manager_____ (Name, Surname), _____ (phone, e-mail)

EXPERIENCE

Section 8.4.7, Sub-Section a) of the Regulations

No	Client, client's contact information for references (name of the representative, phone, e-mail)[17]	Period of provision of services (month/year – month/year)	Project	Requirements Management Tool	Description of the services
1.					
2.					
n+1					

Section 8.4.7, Sub-Section b) of the Regulations

No	Client, client's contact information for references (name of the representative, phone, e-mail)[18]	Period of provision of services (month/year – month/year)	Project	Description of the services
1.				
2.				
n+1				

[17] In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.7, Sub-Section a) of the Regulations.
[18] In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.7, Sub-Section b) of the Regulations.

Section 8.4.7, Sub-Section c) of the Regulations

No	Client, client's contact information for references (name of the representative, phone, e-mail)[19]	Period of provision of services (month/year – month/year)	Project	Requirements Management Tool	Description of the services
1.					
2.					
n+1					

ENGLISH LANGUAGE SKILLS[20]

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	
Enter level	*Enter level*	*Enter level*	*Enter level*	*Enter level*

Levels: A_1/A_2 - Basic user; B_1/B_2 - Independent user; C_1/C_2 - Proficient user.

I confirm that I have consented that my candidature is proposed in the Open competition "Requirements Management Tool supply, implementation and maintenance", ID No RBR 2021/4.

I confirm that in case the Tenderer [name of the Tenderer] will conclude the Contract as the result of the Open competition I will participate as Project manager in the execution of the Contract.

[date of signing] [signature] [name of the Project manager]

[19] In case of doubt, the Contracting authority has the right to contact the Client to verify that the services specified complies with the requirements set in Section 8.4.7, Sub-Section c) of the Regulations.

[20] In accordance with the Common European Framework of Reference. Available here: http://europass.cedefop.europa.eu/resources/european-language-levels-cefr

ANNEX NO 6: OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES

A LIST OF OTHER ENTITIES ON WHOSE CAPACITY TENDERER RELIES TO MEET THE REQUIREMENTS OF THE OPEN COMPETITION
"REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE"
(ID NO RBR 2021/4)

No	Name of the entity (registration No., legal address)	Description of the capacity
1		
2		
n+1		

[date of signing] [name and position of the representative of the Tenderer]

A LIST OF THE SUBCONTRACTORS FOR THE OPEN COMPETITION
"REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE"
(ID NO RBR 2021/4)

No	Name of the subcontractor (registration No., legal address)	Description of the sub-contracted task	Subcontracted tasks Amount, EUR (without VAT)	% from the proposed contract price	Size of the enter-prise[21]
I	**Total amount of the sub-contracted tasks is equal to or exceeds 10% from the proposed contract price**				
1					
2					
n+1					
		Total:			
II	**Total amount of the sub-contracted tasks is smaller than 10% from the proposed contract price**				
1					
2					
n+1					
		Total:			
		Total (I+II)			

[date of signing] [name and position of the representative of the Tenderer]

[21] Please indicate the size of enterprise (small, medium or other) as defined in the Article 2 of Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprise. Available here: http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2003.124.01.0036.01.ENG&toc=OJ:L:2003:124:TOC

TECHNICAL PROPOSAL FOR THE OPEN COMPETITION
"REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE"
(ID NO RBR 2021/4)

The Tenderer [*name of the Tenderer*] offers to deliver services in accordance with the Annex No 1 "Technical specification" of the Regulations and indicates the following:

1. SECTION 3.3 AND 3.4 OF THE TECHNICAL SPECIFICATION

Requirement	Description of the requirement	Compliance with requirement (YES/NO)	Short description how proposed Requirements Management Tool provides the functionality mentioned and/or how service will be provided
Components of Requirements Management Tool	**Minimum requirements for Requirements Management deliverables** During configuration of the Requirements Management Tool at least following deliverables of Requirements Management must be defined and established: a) Requirement Attributes; b) Requirement status descriptions; c) Compliance Attributes; d) Expected Verification & Validation method description; e) Requirement Traceability. All Requirements Management deliverables must be visible to all users that belong to the Requirements Manager, Requirements Super User/Editor or Requirements User/Browser group.		
	Minimum requirements for Evidence Management deliverables The evidence records must reside in several evidence list tables which should be populated as the Project progresses. During configuration of the Requirements Management Tool the evidence list Attributes must be defined in cooperation with the Contracting authority.		
	Performance metrics		

	Requirements Management Tool must ensure that dashboards of Requirement status can be used to summarise at least the number of Requirements, the number of Requirements for each value of Requirement status, the number of Requirements with verification evidence. Any metric that the Project requires can be implemented at the module level. During configuration of the Requirements Management Tool the performance metrics must be defined in cooperation with the Contracting authority.		
Requirements Management Plan	Tenderer must review existing Contracting authority's Requirements Management Plan and provide high level guidance how to implement Requirement Management activities for Rail Baltica Global project. During the consultation workshops mentioned in the Section 3.1 of the Technical specification Requirements Management Plan must be discussed and Tenderer must propose solution on how to put in place Requirements Management deliverables effectively. Guidance must be provided within 2 (two) weeks after consultation workshops and submitted to Contracting authority by sending it to email of Contracting authority's contract manager. The Tenderer must consider that Contracting authority's Requirements Management Plan at this point consists following Requirement levels: Level 0: Business Requirements; Level 1: Project Requirements; Level 2: System Requirements; Level 3: System Requirement Specification.		

2. SECTION 4 OF THE TECHNICAL SPECIFICATION

2.1. SYSTEM FUNCTIONAL REQUIREMENTS

Description of the requirement	Compliance with requirement (YES/NO)	Short description how proposed Requirements Management Tool provides the functionality mentioned
Cloud-based solution. System is available anywhere globally 24/7 and 365 days a year in order that Requirement Management data exchange can be maintained dynamically.		
Collaborative platform for all engineering disciplines:		

• Requirements Management; • Evidence Management; • Performance Metrics.		
Requirements identification/capture. Database supports multi-level requirements structure.		
Requirements flow-down categorization and allocation to sub-system elements based on system architecture.		
Requirements Management Tool database has a possibility to be organized in such project folders as (minimum three): • Admin; • Config; • Data. There is an option to add additional folders to the root database on a temporary basis in order to transfer or exchange data, but the Rail Baltica Global project data should reside in the Data folder only.		
Integrated approvals and controls. The system must include comprehensive and integrated approvals and controls processes to ensure that input data is verified and validated by competent individuals who can monitor input and evidence within a defined approvals process.		
Traceability Analysis. The system provides ability to see the life cycle of any requirements, links to where they come from (source), where they go (design, test), and why they apply (rationale, justification). The creation and storage of audit trail data is ensured for at least 18 (eighteen) months after the entry is made. Audit trails containing data of natural persons is kept for at least one year. Audit trails include information on (both service and operating systems, etc.): • authentication records; • connection or disconnection, incl. unsuccessful; • operations with system user data; • creating, modifying or deleting an account; • input, modification, deletion, output, transfer, transmission, copying, printing of information resources (data); • the time of the event, which coincides with the coordinated world time of the actual event (UTC); • data selection;		

• a description of the Internet Protocol (IP) address from which the activity was performed, as well as information regarding the initiator of the activity - identifier, connection metadata; • software parameter change; • password change; • network traffic audit data; • Domain Name System (DNS) server records; • other software user, incl. actions performed by system administrators.		
Configuration Management. The system provides a journal or history of Requirement changes, baseline/ version control, multi-user multi-user-type access control (create, modify, view, delete, etc.) by individuals or groups.		
Reporting. The system provides report generation, dashboard reporting, Requirements status reporting and metrics, dashboards data must be user configurable.		
Access Control. The system provides multi-level assignment/access control, support of concurrent review, mark-up and comment. The system functionality also provides following: • the minimum length of the authenticator is at least 9 (nine) characters; • allows the following character types: lowercase and uppercase letters, numbers and symbols; • temporarily blocking the access of the system user by entering an incorrect identifier or authenticator 3 (three) times in a row; • blocking the access of the end user of the system by repeatedly entering the wrong identifier or authenticator 3 (three) times in a row; • system user two-factor authentication; • sending an automatic reminder to the system user about changing the password, restricting access to the system until the authenticator is changed; • restriction setting, the system user to reuse at least 8 (eight) previously registered authenticators; • when changing the authenticator, the system requires to enter the active authenticator first and the new authenticator twice; • the system is not allowed functionality (or it can be changed by the system administrator), which allows the system user to save his / her authenticator so that it does not have to be entered in subsequent connections;		

• the system user authenticator is not fully displayed to the system user at the time of its entry; • an opportunity to change the authenticator installed by the system manufacturer.		
Software interfaces. The Requirements Management Tool is able to exchange information and data with ProjectWise that is used to manage related processes. If another software needs to be installed to enable to run the system (i.e. Citrix), this shall be fully covered and managed by the Tenderer and included in the proposed contract price.		
Inter-relations are defined in data model. During configuration of the Requirements Management Tool the data model must be define.		
IT System Environment. The system provides a shared access through Internet or Intranet.		
User-friendly software that is simple, clean, initiative and reliable. • Simple. The Requirements Management Tool is not overly complex but instead is straightforward, providing quick access to common features or commands; • Clean. The Requirements Management Tool is well-organized, making it easy to locate different tools and options; • Intuitive. The Requirements Management Tool makes sense to the average user and requires minimal explanation for how to use it; • Reliable. The Requirements Management Tool does not malfunction or crash.		
Compliance management. The system is be able to document the evidence that proves strict conformity.		
All reporting information can be download and/or exported to a readable pdf or MS Excel, MS Word compatible files.		
The Requirements Management Tool is capable of using and distributing individually granted access rights based on Project role and responsibilities and file status.		
The Requirements Management Tool allows to add users from Contracting authority or any appointed partner organization.		
System functionality provides automatic updates.		

The system functionality provides automatic session closing if system user does not use the respective connection.		

2.2. DATA STORAGE ACCESS AND SECURITY

Requirement	Description of the requirement	Compliance with requirement (YES/NO)	Short description how proposed Requirements Management Tool provides the functionality mentioned and/or how Tenderer provides compliance with the requirement
Security and storage	a. Security minded principles and relevant security measures are applied to enable the Requirements Management Tool to aid effective collaboration while being mindful of increased risks of security breaches through widening access to Contracting authority's asset information associated with cloud and web-based solutions.		
	b. The Requirements Management Tool provides security measures within the architecture of the system to ensure adequate separation between unauthorized access to data.		
	c. System is physically and logically separated from other Tenderer's customers' systems or the services provided to them.		
Data storage location	a. Data is stored within the European Union or European Economic Area. Data centers fully adhere to the General Data Protection Regulation (GDPR).		
	b. Tenderer maintains its own data servers. The data center is certified to ANSI / TIA-942 (Telecommunications Infrastructure Standard for Data Centers) or higher and meets the requirements of a Tier III data center. Tenderer must indicated where its data servers are located.		
	c. Tenderer ensures the transmission of data on the EU data transmission network without crossing third countries. Data transmission (traffic) must not be organized when crossing EU borders through third countries.		
Backup and retrieval	a. The Requirements Management Tool makes provisions for the backup and retrieval of data in the event of an outreach, incident, or perceived information loss.		

	b. The extracted data cannot be encrypted and must be accessible by any system or solution.		
	c. Moving data out of the system is possible without any additional effort or cost.		
Access rights	a. The Requirements Management Tool is able to run accessing data stored on cloud servers via an internet connection and does not require any other additional downloads or plugins.		
	b. Contracting authority will have the full administration rights over the users/accounts and their access rights to the Requirements Management Tool.		

2.3. SYSTEM NON-FUNCTIONAL REQUIREMENTS

Requirement	Description of the requirement	Compliance with requirement (YES/NO)	Short description how Tenderer will provide compliance with the requirement and/or provision of services
Hardware requirements	Tenderer provides details of hardware and internet connectivity requirements for successful operation of the system, including: • minimum specification of PC's (processor, RAM, free hard disc capacity); • recommended minimum Internet connection speeds.		
User support & maintenance	a. Tenderer in Technical proposal must describe what kind of user support is offered both in normal/working hours and in evenings, weekends etc. so it's clear how the Contracting authority must act in case the user support is needed e.g. if system is not available.		
	b. One single point of contact for support.		
	c. Details of arrangements for user support, including availability of support personnel and maximum response time must be discussed and agreed during consultation workshops indicated in the Section 3.1 of the Technical specification.		
	d. Guarantee of timely release of software versions, bug fixes.		

	e. Maintenance and full user support must be provided during the whole licence life-cycle and costs of maintenance/support must be included in the license fee.		
Training	a. Training regarding Requirements Management Tool must be organized for maximum 30 (thirty) people on-site at Contracting authority's premises in Riga or due to pandemic situation can be organize remotely (online). Date and time of training will be agreed by parties during the provision of service.		
	b. Training materials (e.g. as text documents) must be tailored for special use of the Contracting authority.		
	c. Training materials for the end-users, the User Manual and the Administrator Manual must be provided not later than 5 (five) business days prior to the training day.		
Implementation support	Implementation support must be provided when required. Tenderer in Technical proposal must describe what kind of implementation support is offered, so it's clear how the Contracting authority must act in case the support is needed. Specifics of Implementation support will be defined during consultation workshops.		
Security Test	a. The delivery and implementation of the Requirements Management Tool must be organized in two stages: first the service test environment, then the service operation environment. The test environment must be logically and physically separated from the operating environment on another server (VLAN). Only quasi-data or information resources may be used in a distorted way for the implementation and testing of the system in the test environment (the integrity of information resources is changed).		
	b. The system has been tested for intrusion before it is put into operation. Intrusion tests must be performed by IT staff who have not participated in the development and implementation of the system or by an outsourced service provider contracted by the Tenderer other than the system developer or Information Technologies Security Incidents Response Institution.		
Licenses	a. The Tenderer must provide annual licenses for the Requirements Management Tool.		

	b. The indicative number of licenses that the Contracting authority intends to purchase each year: Year / Quantity 2021 / 15-30 2022 / 30-60 2023 / 60-80 2024 / 60-80 2025 / 60-80 2026 / 60-80		
	c. During the Requirements Management Tool configuration and implementation Tenderer must provide to Contracting authority at least 5 (five) temporary licenses free of charge for implementation and testing purposes.		
Information availability	a. Access to the Requirements Management Tool must be secure and accessible for authorized users 24hrs a day, 7 days a week, 365 days a year.		
	b. Data backup and updating must be ensured.		
	c. Creation and storage of data in the backup data center must be ensured.		
	d. The frequency of updating of data backup must not be less than once every 24 (twenty-four) hours.		
Confidentiality of the information resources	Information resources must be available only to system users (incl. Tenderer) authorized by the Contracting authority. Tenderer must provide technical, physical, and logical protection of the system.		

3. OPTIONAL REQUIREMENTS AND PROPOSED DEADLINE FOR SERVICE PROVISION (IF APPLICABLE AND PROPOSED)

Requirement	Description of the requirement	Proposed or not (YES/NO)	Short description how Tenderer will provide compliance with the requirement and/or provision of services
Verification & Validation	During configuration of the Requirements Management Tool Tenderer must define following deliverables of Verification & Validation Management (if proposed):		

Management deliverables	a) Test Case Attributes descriptions; b) Test procedure Attribute descriptions; c) Test report Attribute descriptions. All Verification & Validation Management deliverables must be visible to all users that belong to the Verification &Validation Manager, Verification & Validation Super User/Editor or Verification & Validation User/ Browser group.		
Safety Hazard Management deliverables	During configuration of the Requirements Management Tool Tenderer must define following deliverables of Safety Hazard Management (if proposed): a) Hazard log attributes; b) Safeguard status description; c) Hazard status description; d) Control measure attributes; e) Control measure status description. All Safety Hazard Management deliverables must be visible to all users that belong to the Safety Hazard Manager, Safety Hazard Super User/Editor or Safety Hazard User/Browser group.		
Interface Management deliverables	During configuration of the Requirements Management Tool Tenderer must define following deliverables of Interface Management (if proposed): a) Interface matrix Attributes; b) Interface register attributes; c) Interface action log Attributes; d) Interface exchange log Attributes; e) Interface status description. All Interface Management deliverables must be visible to all users that belong to the Interface Manager, Interface Super User/Editor or Interface User/Browser group.		
Change Management deliverables	During configuration of the Requirements Management Tool Tenderer must define following deliverables of Change Management (if proposed): a) Change control form Attributes; b) Change status description. All Change Management deliverables must be visible to all users that belong to the Change Manager, Change Super User/Editor or Change User/Browser group.		

Assumption Management deliverables	During configuration of the Requirements Management Tool Tenderer must define following deliverables of Assumption Management (if proposed): a) Assumption register Attributes. b) Assumption status description. All Assumption Management deliverables must be visible to all users that belong to the Assumption Manager, Assumption Super User/Editor or Assumption User/Browser group		
Proposed deadline for service provision	Tenderer proposes to implement and configure the Requirements Management Tool and provide consultancy workshops in 3 (three) months or less		

[date of signing] [name and position of the representative of the Tenderer]

FINANCIAL PROPOSAL FOR THE OPEN COMPETITION
"REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE"
(ID NO RBR 2021/4)

The Tenderer [*name of the Tenderer*] offers to deliver services in accordance with the Annex No 1 "Technical specification" of the Regulations for the following costs[22]:

No.	Service/ Deliverable	Unit price (EUR without VAT)	Units	Price[23] (EUR without VAT)
1.	Annual fee for 15 (fifteen) licenses (including maintenance support services)		15	
2.	Project management, Requirements Management Tool configuration and full implementation (including consultancy workshops)		1	
3.	Training services (including training materials)		1	
			Total (EUR without VAT):	

Total price EUR (without VAT) in words: _____.

Tenderer shall indicate fees for additional licences grouped as bulk packages, if volume discounts are offered by the Tenderer. These fees will be considered when planning and ordering additional licences but will not be used as contract award criteria. Proposed price for one annual licence in bulk package shall not exceed the proposed price per one annual licence indicated in the table above as No 1 "Annual fee for 15 (fifteen) licenses (including maintenance support services)". These licences shall comply with the requirements mentioned in the Annex No 1 "Technical specification" of the Regulations.

No.	Number of licences per order	Proposed price for 1 (one) annual licence if ordered as bulk package (EUR without VAT)
1.	1-10	
2.	10-20	
3.	20-30	
4.	30-40	
5.	40-50	
6.	50-60	
7.	60-70	
8.	70-80	

[22] When preparing the Financial proposal, the rules of Section 12 of the Regulations shall be considered.

[23] Prices proposed for these services / deliverables will be used as contract award criteria and will be evaluated in accordance with Section 20.6 of the Regulations.

Tenderer shall indicate price for additional training services, if needed and ordered by Contracting authority. These fees will be considered when planning and ordering additional training services (if needed) but will not be used as contract award criteria. These trainings shall comply with the requirements mentioned in the Annex No 1 "Technical specification" of the Regulations.

No.	Type of training services	Proposed price (EUR without VAT)
1.	Training services online	
2.	Training services on-site	

[date of signing] [name and position of the representative of the Tenderer]

AGREEMENT ON

REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE

between

RB Rail AS

and

[•]

Agreement registration number	**[•]**
CEF[24] Agreement No.	INEA/CEF/TRAN/M2019/2098304
Procurement procedure identification No	RBR 2021/4

Riga

Dated **[•]** 2021

[24] Grant Agreement under the Connecting Europe Facility

AGREEMENT ON REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE

This Agreement, together with all Annexes thereto, (the **Agreement**) is entered into in Riga, on [●] (the **Effective Date)** by and between:

RB Rail AS, a joint stock company registered in the Latvian Commercial Register, registration No 40103845025, legal address: Krišjāņa Valdemāra iela 8 - 7, Riga, LV-1010, Latvia, represented by [●] acting on the basis of [●] (the **Principal**),

and

[●], a company registered in [●], registration No [●], legal address: [●] represented by [●] acting on the basis of [●] (the **Supplier**),

who are collectively referred to as the "Parties" and separately as the "Party",

WHEREAS:

(A) 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 according TSI INF P2-F1 criteria and 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;

(B) The Principal has organised the open competition "Requirements Management Tool supply, implementation and maintenance" (identification No RBR 2021/4) (the "**Procurement Procedure**") whereby the proposal submitted by the Supplier (the "**Supplier's Proposal**") was selected as the winning bid;

(C) This Agreement is co-financed from the Connecting Europe Facility (CEF), CEF Contract No INEA/CEF/TRAN/M2019/2098304, Activity 9: Global project and action implementation support measures (RB Rail, EE, LV, LT), Sub-Activity 10: Development of Quality Management system (Phase I), and Action No 2019-EU-TMC-0282-S .

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context requires otherwise, all defined terms shall have the meanings ascribed to such terms in accordance with the Agreement.

1.2. The headings contained in the Agreement shall not be used in its interpretation.

1.3. A reference to a person shall include any person, company, corporate body, state or a state agency or any association or partnership (whether or not having a separate legal personality) or two or more of the foregoing (the **Person**).

1.4. References to the singular shall include references in the plural and vice versa, words denoting a gender shall include any other gender where the context requires, and words denoting natural persons shall include any other Persons.

1.5. References to a treaty, directive, regulation, law or legislative provision shall be construed, at any particular time, as including a reference to any modification, extension or re-enactment of the respective treaty, directive, regulation, law or legislative provision at any time then in force and to all subordinate legislation enacted from time to time.

1.6. In the event there arises a conflict between provisions of the Agreement, the last provision to have been written chronologically shall take precedence.

1.7. Any reference in this Agreement to a person acting under the direction of another person shall not include any action that is taken in contravention of any Applicable Law or Standards, unless the relevant Person can demonstrate that an explicit instruction or direction was given to take the relevant action.

1.8. Unless expressly stated to the contrary, any reference in this Agreement to the right of consent, approval or agreement shall be construed such that the relevant consent, approval or agreement shall not be unreasonably delayed or withheld. The Parties agree and acknowledge as follows:

1.8.1. neither Party shall be required to seek or apply for any consent, approval or agreement by any Person which would place the respective Party in breach of any Applicable Law, Standards or Good Industry Practice; and

1.8.2. nothing in this Agreement shall require the Principal to give or procure the giving of any consent or approval which would be contrary to the protection, safety and efficient operation of the Railway and the Project.

1.9. A reference to "writing" shall include an e-mail transmission and any means of reproducing words in a tangible and permanently visible form.

1.10. The words "include" and "including" are to be construed without limitation.

1.11. Unless indicated otherwise, all references to "days" shall mean calendar days.

1.12. Unless otherwise specified herein, references in this Agreement to any Clause, Section or Annex shall mean references to such Clause, Section or Annex of this Agreement, and references to any agreement, instrument, or other document in this Agreement refer to such agreement, instrument, or other document as originally executed or, if subsequently amended, replaced, or supplemented from time to time, as so amended, replaced, or supplemented and in effect at the relevant time of reference thereto.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. The Principal hereby engages the Supplier to supply, implement and maintain the Requirements Management Tool (the Software) to the Principal on an "end user" basis under the terms of the Software licence issued by the Supplier to the Principal in accordance with *Annex 5: Licence Agreement* and the user training of the Software as further described under *Annex 1: Technical Specification* and the Agreement (the **Services**) and the Supplier hereby accepts such engagement.

2.2. The terms of the licence issued by the Supplier to the Principal under *Annex 5: Licence Agreement* shall be directly applied only where expressly stated in this Agreement and where *Annex 5: Licence Agreement* contains more detailed provisions on specific matters provided that such detailed provisions conform with the general spirit and meaning of the Agreement. In case of any discrepancies or conflicting provisions between the Agreement and *Annex 5: Licence Agreement*, the provisions of the Agreement shall prevail at all times.

2.3. The Supplier will provide the Software installation and configuration of the Software, as well as the installation and configuration of the cloud solution as specified in *Annex 6: Technical proposal* of the Agreement on the devices required by the Principal and provide unlimited cloud storage accessible for the Principal within the deadlines set out in this Agreement and meeting the technical requirements set out in the *Annex 6: Technical proposal* .

2.4. The Supplier undertakes to provide support service to the Principal during the period of the Agreement, in accordance with Supplier's standard conditions provided in *Annex 6: Technical proposal* .

2.5. As a part of the Service, the Supplier shall provide training to the Principal's employees under Section 9 and in accordance with the deadlines and requirements of the Agreement and *Annex 6: Technical proposal*.

3. SUBCONTRACTING AND STAFF

3.1. In carrying out the Services, the Supplier may only rely on the services of those approved Sub-Contractors (the **Sub-Contractors**) and approved Staff (the **Staff**) listed in *Annex 3: Approved Sub-Contractors and Staff*, as such list may, from time to time, be modified or supplemented in agreement with the Principal and in accordance with the terms and subject to the criteria contained in the applicable Public Procurement Law of the Republic of Latvia. Parties shall specify the name, contact details and legal representative(s) of each approved Sub-Contractor as of the Effective Date in *Annex 3: Approved Sub-Contractors and Staff.* The Supplier shall have an obligation to notify the Principal in writing of any changes to Sub-Contractor or Staff data specified in *Annex 3: Approved Sub-Contractors and Staff* occurring during the term of this Agreement and of the required information for any new Sub-Contractors or Staff member which it may subsequently engage toward provision of the Services.

3.2. Pursuant to the Public Procurement Law of the Republic of Latvia the Supplier shall obtain prior written consent of the Principal for the replacement of each Sub-contractor, Staff indicated in *Annex 3: Approved Sub-Contractors and Staff* and involvement of additional Sub-contractors or Staff.

3.3. The Principal shall not consent the replacement of an Sub-Contractor or Staff in case when the replacement does not meet the requirements specified under the Procurement Procedure documentation or it does not have at least the same qualification and experience as the Staff member that has been evaluated when determining the most economically advantageous tender.

3.4. The Principal shall not consent the replacement of a Sub-Contractor or Staff if any of the following conditions applies:

3.4.1. the replacement does not meet the requirements specified under the Procurement Procedure documentation;

3.4.2. the approved Sub-Contractor or Staff on whose capacities the Supplier has relied upon to certify that the qualification thereof conforms to the requirements specified under the Procurement Procedure documentation is being replaced and the replacement does not have at least the same qualification;

3.4.3. the replacement is subject to the provisions for exclusion of the tenderer under the Public Procurement Law of the Republic of Latvia;

3.4.4. as a result of the replacement of the approved Sub-Contractor or Staff the Supplier`s Proposal would be amended and such amendments, had they been made in the Supplier`s Proposal, would have influenced the selection of the Supplier as the winning bid in accordance with the tender evaluation criteria under the Procurement Procedure documentation.

3.5. Review and evaluation of the replacement of Sub-contractors or Staff shall be carried out, and the consent or refusal to give consent shall be rendered by the Principal in accordance with Section 62 of the Public Procurement Law of the Republic of Latvia.

3.6. The Supplier shall retain the complete responsibility for the proper performance of all of its obligations under this Agreement, and any act, failure to act, breach or negligence on the part of any of its Sub-Contractors and Staff shall, for the purposes of this Agreement, be deemed to be the act, failure to act, breach or negligence of the Supplier.

3.7. The Supplier and the Sub-Contractor must be entities which process data solely in the countries of the European Union and which are compliant with the requirements of the GDPR[25] and the Information Security Directive[26] and the applicable national legal acts in the field of personal data protection and information security.

4. NEGATIVE COVENANTS AND SECURITY CLEARENCE

Certain negative covenants

4.1. In performing the Services, the Supplier undertakes not to procure goods or services of any kind from any person meeting any of the following criteria:

4.1.1. the Person who is a member of the Management Board or Supervisory Board of an approved Sub-Contractor or procurator of an approved Sub-Contractor, or is authorised to represent or act on behalf of an approved Sub-Contractor with respect to any activity related to any subsidiary company of such approved Sub-Contractor, and such Person has been accused of commitment of any of the following criminal offences pursuant to an order issued by a public prosecutor or was found to be guilty of commitment of any of the following criminal offences in accordance with a court judgment that has entered into legal force, is non-disputable and non-appealable:

(a) formation, organisation, leading or involvement in the criminal organisation or in an organized group included in the criminal organization or another criminal formation, or participation in the criminal acts of such organisation or formation;

(b) accepting a bribe, giving of a bribe, misappropriation of a bribe, intermediation toward giving or taking of a bribe, unauthorized participation in property transactions, acceptance of a prohibited benefit or commercial bribing, unlawful claiming of benefits, accepting or providing of benefits, trading influences;

(c) fraud, misappropriation of funds or money laundering;

(d) tax evasion or evasion of payments equivalent to tax;

(e) terrorism, financing of terrorism, creation or organization of a terrorist group, traveling for terrorism purposes, justification of terrorism, instigation of acts of terrorism, terrorist threats or recruitment and training of a person with the aim of committing acts of terrorism;

(f) human trafficking.

4.1.2. the Person has, by decision of a competent authority, judgment of a court or public prosecutor's order which has entered into legal force and is non-disputable and non-appealable, been found guilty of violation of labour law in any of the following manners:

(a) employment of one or more citizens or nationals of countries who are not citizens or nationals of a Member State of the European Union and are residing in the territory of a Member State of the European Union unlawfully;

(b) employment of one or more persons without having entered into written employment agreement with such persons, or without having submitted an employee declaration with respect to such persons within a period of time stipulated in accordance with

[25] Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

[26] Directive (EU) 2016/1148 of the European Parliament and of the Council of 6 July 2016 concerning measures for a high common level of security of network and information systems across the Union.

applicable laws and regulations applicable to persons that enter into salaried employment;

4.1.3. the Person who, by decision of a competent authority or in accordance with judgment of a competent court which has entered into legal force, is non-disputable and non-appealable, has been held guilty of violation of applicable rules of competition law manifested as a vertical agreement aimed at restricting the ability of one or more purchasers to determine the resale price, or a horizontal cartel agreement, with the exception of instances where the relevant authority, upon having established the fact of violation of applicable rules of competition law, has discharged the candidate or participant in a tender offer from imposition of a fine or has reduced the amount of fine as a part of co-operation leniency programme;

4.1.4. the Person who has insolvency proceedings initiated against it (except in the circumstances where a bailout or a similar set of measures are applied within the insolvency proceedings and are aimed at preventing the bankruptcy and restoring the debtor back to solvency, in which case the Contractor shall evaluate the possibility of participation by such Person in performing the Services), economic activity of the Person has been suspended or discontinued, bankruptcy proceedings have been initiated against the Person or the Person is subject to a liquidation;

4.1.5. the Person has unpaid tax indebtedness in the country where the procurement is organized or in the country where the Person is registered or permanently residing as a tax payer, including the indebtedness with respect to State social insurance contributions, in the total amount exceeding EUR 150 in each individual country; in such case, the Contractor can, within its sole discretion, prompt the Approved Sub-Contractor to pay or discharge all outstanding tax indebtedness within 10 (ten) Business Days and, upon such payment or discharge, allow the Person to continue performance of the Services;

4.1.6. the Person is an entity registered off-shore;

4.1.7. International or national sanctions or substantial sanctions by the European Union or the North Atlantic Treaty Organization Member State affecting the interests of the financial and capital market has been imposed to the Person and such sanctions can affect the execution of the Contract; and

4.1.8. any of the above-mentioned criteria shall apply to all members of a group of persons if the Person is a group of persons.

Security clearance requirements

4.2. The Supplier shall not involve in the performance of the Agreement a person convicted of an intentional criminal offense (employees, subcontractors and/or any other person and personnel), regardless of the criminal record having been set aside or extinguished, and/or a person of whom there are known facts that give grounds to doubt his or her ability to retain restricted access and/or classified information, as well as a person who has or may have a conflict of interest by involving him in the performance of the obligations under this Agreement.

4.3. At the Principal's request, the Supplier shall submit to the Principal a statement (certificate) from the relevant state penalty register regarding the criminal record of the natural person who will be involved in the performance of the Agreement.

4.4. In order to assess the compliance of the natural person whom the Supplier intends to involve in the performance of the Agreement with the requirements specified in Clause 4.2 of this Agreement, the Principal has the right to organize an additional security compliance check.

4.5. The Supplier undertakes to inform the natural person involved in the performance of the Agreement about the processing of personal data performed by the Principal when organizing a security compliance check.

4.6. The Supplier shall submit to the Principal in writing at least 10 (ten) business days prior to the involvement of any natural person in the performance of the Agreement the following information of the person: name, surname, personal identification code (or equivalent personal identification information), place of birth, position, company name (in case involved staff of Sub-Contractor), the country from which the person comes. At the Principal's request, the Supplier shall also submit a brief description of the role and responsibilities of the natural person in the performance of the Agreement.

4.7. The Principal has the right, at its own discretion, to prohibit a natural person specified by the Supplier from performing tasks related to the performance of the Agreement by notifying the Supplier thereof in writing if the requirements referred to in this section of the Agreement are not complied with. The Parties agree that such decision of the Principal is incontestable.

4.8. If the Principal prohibits a natural person specified by the Supplier from performing the tasks related to the performance of the Agreement, the Supplier shall replace this natural person with another natural person by notifying the Principal in accordance with the procedure laid down in of Clause 4.6 of the Agreement.

4.9. If the Supplier cannot replace a natural person or if its replacement would cause disproportionately high expenses to the Supplier, the Supplier shall immediately provide the Principal with a motivated explanation and the Parties shall try to agree on possible conditions and procedures in which this natural person may perform tasks related to the performance of the Agreement.

4.10. The Supplier shall take all necessary actions and measures in a timely manner to ensure that a natural person is not involved in the performance of the Agreement or the involvement is immediately terminated if the natural person does not comply with Clause 4.2 of this Agreement, otherwise creates or may create security risks for the Principal, incl. risks to the Principal's information systems, information or data, as well as risks to the Principal's reputation or operations.

4.11. The Supplier is obliged to ensure:

4.11.1. that a natural person who does not comply with the security clearance requirements is not involved in the performance of the Agreement;

4.11.2. to immediately replace a natural person who does not comply with the security clearance requirements in accordance with the provisions of this Agreement (and/or with the requirements of the Public Procurement Law of the Republic of Latvia);

4.11.3. to observe and not contest the Principal's written instructions and decisions in accordance with the Agreement with respect to the compliance with the security clearance requirements;

4.11.4. to provide the Principal with all the necessary information and support related to the necessity to replace a natural person.

4.12. In any case, the Supplier shall immediately notify the Principal in writing of any situation that has arisen before the start and during the performance of the Agreement, as a result of which there is or may be a risk of involving a natural person who does not comply with the security clearance requirements under the Agreement, as well as notifies the Principal in writing of the replacement of such natural person involved in the performance of the Agreement.

4.13. If the Supplier violates the security clearance requirements under the Agreement and/or disregards the Principal's instructions regarding the security clearance requirements then it constitutes a material breach of the Agreement and grounds for the Principal to immediately terminate the Agreement.

4.14. The Supplier is obliged to observe and not to contest the Principal's written instructions and decisions in accordance with the security clearance requirements under the Agreement.

5. DELIVERY AND ACCEPTANCE

5.1. If the Service, or any part thereof, is impeded or delayed by the Principal or any third party engaged by the Principal so as to increase the duration of the Service or any of the applicable Service milestones:

5.1.1. the Supplier shall inform the Principal of the circumstances and probable effects of such impediment or delay upon the duration of the Service or any of the applicable Service milestone; and

5.1.2. the duration of the particular Service shall be increased and any Service milestone(s) affected by the impediment or delay shall be extended accordingly.

5.2. The completion of the Service or any part thereof (including all Documentation and information forming part of the Service) shall be confirmed by a mutually signed Delivery Acceptance Note. Upon completion of the Service or any part thereof, the Supplier shall issue to the Principal a Delivery Acceptance Note substantially in the form of *Annex 8: Delivery Acceptance Note* which shall include the description of the provided Services or any part thereof and adequate supporting documentation or information relevant to the provided Services. In the event no reasons for objection to the Delivery Acceptance Note exist, the Principal shall approve and sign it within reasonable time following receipt of the Delivery Acceptance Note.

5.3. In the event the Principal objects to approve and sign Delivery Acceptance Note, it shall give notice to the Supplier setting out in reasonable detail defects or reasons for the objection (the **Objection Notice**) within reasonable time following receipt of the Delivery Acceptance Note.

5.4. In the event of receipt by the Supplier of an Objection Notice, the Supplier shall:

5.4.1. take due account of all defects, irrespective of their extent or nature, and other matters raised in the Objection Notice;

5.4.2. as soon as reasonably practicable, but not later as mentioned in the Objection Notice, correct such defects and deficiencies, irrespective of their extent or nature, and complete the Services or any part thereof indicated in the Objection Notice so as to comply in all material respects with the requirements of this Agreement; and

5.4.3. issue to the Principal a second Delivery Acceptance Note substantially in accordance with the form stipulated in the *Annex 8: Delivery Acceptance Note* of this Agreement.

5.5. In the event no reasons for objection to the second Delivery Acceptance Note exist, the Principal shall, within reasonable time following receipt of the second Delivery Acceptance Note, approve and sign Delivery Acceptance Note. In the event the Principal objects to accept and sign the second Delivery Acceptance Note, it shall give second Objection Notice to the Supplier setting out in reasonable detail defects or reasons for the objection within reasonable time following receipt of the second Delivery Acceptance Note in the previously mentioned order.

6. PAYMENTS

6.1. In consideration of the provision of the Services, the Principal undertakes to pay the Supplier a fee in the amount set forth under *Annex 7: Financial proposal* (the Fee) which shall be payable by the Principal to the Supplier following the terms of the Agreement. The Parties acknowledge and agree that the Fee shall include all costs and expenses incurred by the Supplier towards carrying out the Services. The Fee shall exclude value-added tax that will be charged at the rate applicable by the applicable law at the time of invoicing. For the avoidance of any doubt, the Principal shall not be required to pay any amount under this Agreement for any part of the Services that has not been duly accepted by the Principal as evidenced by a Delivery Acceptance Note duly signed by the Principal, save for the yearly license fee for the use of the Software and storage space payable per Clause 6.2.

6.2. For the sake of clarity, and notwithstanding Clause 6.1, the Principal shall pay a yearly license fee for each user for the use of the Software and the storage space under the *Annex 7: Financial proposal* to the Supplier under the terms of the Agreement. Following the Software installation and configuration and cloud solution installation and configuration under Clause 2.3 and before the provision of the training to the Principal`s employees under Section 9, the Supplier shall effect the licence for each user of the Software and the storage space as requested by the Principal and deliver an invoice for the yearly license fee for the user of the Software and the storage space as requested by the Principal which shall be paid in accordance with Clause 6.3. When extending the beforementioned license for the next one-year period, the Supplier issues an invoice to the Principal 30 days in advance before the start of the next licensing period.

The Principal reserves the right to request the inclusion of the additional Software user accounts during the term of the Agreement which will be subject to a yearly license fee for the use of the Software and the storage space under *Annex 7: Financial proposal*.

6.3. According to the Agreement and following the provision of the Services or any party thereof, provided that the Principal has accepted the particular part of the Services which the invoice is related to, save for the yearly license fee for the use of the Software and the storage space under Clause 6.2, the Supplier shall deliver to the Principal an invoice containing a reasonably detailed breakdown of all Services confirmed by the Principal included in the invoice. In the event, the Principal objects to payment of any amount claimed by the Supplier in the invoice, notice in the form chosen by the Principal to this effect shall be given by the Principal to the Supplier not later than seven (7) days before the due date for payment. This notice of objection shall state the amount to be withheld, the grounds for withholding the payment, and the basis on which that amount is calculated. Unless such notice of objection is given by the Principal, the amount to be paid is that stated in the invoice which shall become due and payable. Invoices shall be paid within thirty (30) days following the date of receipt of the invoice.

6.4. The Supplier shall send the invoice to the Principal electronically to the following e-mail address: invoices@railbaltica.org. The invoice shall contain the following details about the Agreement:

Supplier	[●]
Registration No	[●]
VAT payer's No or indication that the Supplier is not a VAT payer	[●]
The Principal's VAT No	LV40103845025
Address (street, house, area, country, postcode)	[●]
Name of Bank (legal name)	[●]
Bank SWIFT Code	[●]
Bank IBAN Account No	[●]
Subject:	For providing services [●], [●] (CEF Contract No INEA/CEF/TRAN/M2019/2098304, Activity 9: Global project and action implementation support measures (RB Rail, EE, LV, LT), Sub-Activity 10: Development of Quality Management system (Phase I),Action No 2019-EU-TMC-0282-S), Activity Manager: [●]

6.5. The Parties agree that in accordance with the Law on Accounting and Value Added Tax Law of the Republic of Latvia the invoices may be issued without the requisite "*signature*".

7. TRANSFER OF RIGHTS

7.1. The Supplier conducts the transfer of the administration rights of the Software to the Principal to the extent indicated in *Annex 6: Technical proposal*, including the rights to change the configuration of the Software and the content of the data within thirty (30) days from the provision of the training under Section 9.

7.2. In order to ensure its business continuity, the Principal is allowed to make a back-up copy of all data stored in the Software and store it on its own devices.

7.3. In the event of termination of the Agreement, the Principal has the right to immediately extract its data from the Software and from the cloud storage and obtain the audit history trail from the Software. This applies to the respective extent in case of the Partial Termination. The Supplier will not prevent or disturb the Principal in any way within the process of the extraction of data, and the Supplier must ensure the possibility of the extraction of the data in an unencrypted, compatible and interoperable manner.

7.4. If liquidation, bankruptcy, insolvency or legal protection proceedings have been initiated against the Supplier or the Supplier itself has filed for liquidation, bankruptcy, insolvency or legal protection proceedings, or the Services cease to exist, the Supplier must immediately notify the Principal and must ensure the extraction of data and audit history trail as set out in Clause 7.3.

8. SIGNIFICANT CHANGES

8.1. If the Software ceases to exist within the period of the Agreement, the Supplier will pay to the Principal the contractual penalty in amount of EUR 20 000 (twenty thousand euros).

8.2. If significant interface and/or functionality changes of the Software are made by the Supplier or any third party, the Principal has the following rights:

8.2.1. the Supplier has to provide training materials on new functionality of the Software without additional cost;

8.2.2. to obtain, without additional cost, the latest version of the Software for all the Principal's users licensed by the Supplier;

8.2.3. if after a significant change the Software does not meet the Principal's needs specified in the Agreement or any part thereof, the Principal is entitled to immediately terminate the Agreement.

9. TRAINING

9.1. The Supplier undertakes to provide on-site training at the Principal`s premises, or remotely with the Principal`s consent in case the on-site training is not possible due objective reasons, for the Principal`s employee`s or other third parties provided under Clause 11.2.2 in accordance with the Agreement and the *Annex 6: Technical Proposal*.

9.2. The Supplier shall provide a sufficient training material of the Software for the end-users, the User Manual and the Administrator Manual of the Software not later than five (5) business days prior to the training day agreed by the Parties.

9.3. The Principal reserves the right to record the training provided by the Supplier under the Agreement and use it upon its discretion, including for users training.

10. TECHNICAL SUPPORT

10.1. The Supplier, as a part of the Services under the Agreement, will provide technical support to the Principal and the users of the Software in accordance with the *Annex 6: Technical Proposal* throughout the term of the Agreement. Technical support contact details are: [●].

11. INTELLECTUAL PROPERTY

11.1. The Principal has rights to use the Software provided by the Supplier in accordance with the terms of the license under *Annex 5: Licence Agreement*.

11.2. The Principal will prevent any infringement of the Supplier's intellectual property rights in the Software and will promptly report to the Supplier any such infringement that comes to its attention. In particular, the Principal:

11.2.1. will ensure that each user, before starting to use the Software, is made aware that the Software can only be used in accordance with this Agreement;

11.2.2. has right to permit the third parties, with which the Principal have concluded the cooperation agreement on implementation of the Rail Baltica Global Project (including, but not limited to, national implementing bodies of Rail Baltica Global Project: "Rail Baltic Estonia" OÜ, Sabiedriba ar ierobezotu atbildibu "EIROPAS DZELZCEĻA LĪNIJAS", UAB "Rail Baltica statyba", AB "Lietuvos geležinkeliai", AB "LTG Infra", beneficiaries of the Rail Baltica Global Project: Ministry of Transport and Communications of the Republic of Lithuania, Ministry of Transport of the Republic of Latvia, Ministry of Economic Affairs and Communications of the Republic of Estonia and third parties contracted by the Principal for the implementation of the Rail Baltica Global Project, including designers of detail technical designs of the railway line for the Rail Baltica Global Project), to have access to the Software without the prior written consent of the Supplier.

11.3. The Supplier ensures that the intellectual property rights to the Software are duly owned (or licensed, or assigned, or held on any other valid legal basis) by the Supplier, and the use of the Software by the Principal in the way described in this Agreement will not harm any third party intellectual property rights.

11.4. The Supplier defends, holds harmless and indemnifies the Principal from all third party claims and related costs (including without limitation reasonable attorneys' fees and costs) resulting from any claims or potentially unlawful use of third party intellectual property, which is the result of misleading or incomplete information provided by the Supplier, or which are in any way connected with the actions or omissions of the Supplier in compliance with *Annex 5: Licence Agreement*.

12. LIABILITY

12.1. The Supplier shall be liable to compensate damages incurred by the Principal arising out of or in connection with this Agreement and pay contractual penalty set forth in accordance with Clause 12.2 if a breach of any of the obligations of the Supplier under this Agreement is established against the Supplier. The Principal shall be liable to pay the contractual penalty set forth in accordance with Clause 12.2 if a breach of payment obligations of the Principal under this Agreement is established against the Principal.

12.2. In the event of failure by the Supplier to meet any milestone and/or supply any part of the Service, the Supplier shall be liable to pay to the Principal a penalty of up to zero point one percent (0.1%) of the amount of the Fee payable under this Agreement with respect to the relevant part of the Service for each day of delay starting from the first delayed day with meeting any of the milestones and/or supplying any part of the Service set forth in accordance with the Agreement provided, however, that the total amount of penalty payable by the Supplier under this Clause for the relevant part of the Service shall not exceed ten percent (10%) of the total amount of the Fee payable in consideration of such part of the Service. In the event of failure by the Principal to pay

any amount in accordance with the Agreement, the Principal shall be liable to pay the Supplier a penalty of up to zero point zero one percent (0.01%) of the amount of the amount invoiced for each day of delay with meeting the payment obligation; provided, however, that the total amount of penalty payable by the Principal under this Clause shall not exceed ten percent (10%) of the total amount remaining unpaid under the relevant invoice.

For the avoidance of doubt the contractual penalties shall be applied upon the sole discretion of the entitled Party under the Agreement considering the material consequences of the infringement.

12.3. Notwithstanding of and without prejudice to any contractual penalty payable in accordance with the Agreement and subject to the provisions of Clause 12.4, in the event it is established that either Party is liable to the other Party with respect to any breach of its respective obligations under this Agreement, the liable Party shall compensate the other Party for any damages incurred as a result of such breach, subject to the following terms:

12.3.1. the amount of compensation shall be limited to the amount of reasonably foreseeable damages suffered as a result of the breach(es), but not otherwise; and

12.3.2. if either Party is considered to be liable jointly with third parties to the other, the proportion of compensation payable by the liable Party shall be limited to that proportion of liability which is attributable to the breach by the liable Party.

12.4. Any damages suffered by either Party shall be reduced to the extent that the damages are caused by or contributed to by the another Party's own negligence or breach of its obligations under this Agreement.

12.5. Notwithstanding anything to the contrary set forth in this Agreement, in no circumstances shall any Party be liable to the other Party for any loss of production, loss of profit, loss of revenue, loss of contract, liability incurred under other agreements (with the exception of costs paid by the Principal to contractors appointed by the Principal in relation to the Services or particular Assignment or the Project) or any indirect or consequential loss arising out of or in connection with this Agreement. The Supplier's total liability for the Services carried out under this Agreement shall in no circumstances exceed double the total amount of Fee for the Services, excluding the yearly license fee.

13. DURATION AND TERMINATION

13.1. This Agreement enters into force on the Effective Date and remains in force until 31 December 2026. The Parties may extend the term of the Agreement upon conclusion of a mutual agreement.

13.2. The Principal may terminate this Agreement by submitting a written notice to the Supplier at least three (3) months in advance. The Supplier may terminate this Agreement by submitting a written notice to the Principal at least six (6) months in advance.

13.3. Notwithstanding Clause 13.2, the Principal may choose not to use data storage of the Supplier, by submitting a written notice to the Supplier at least three (3) months in advance (the Partial Termination). The Partial Termination does not affect the standard yearly license fee for the use of Software.

13.4. Notwithstanding anything to the contrary contained in this Agreement, the Principal and the Supplier may terminate this Agreement immediately upon giving the Party a written notice of termination explaining, in reasonable detail, the reason for termination upon occurrence of any of the following:

13.4.1. an event of Force Majeure has been continuing during more than sixty (60) days;

13.4.2. a Party had passed a resolution for winding-up (other than in order to amalgamate or reconstruct);

13.4.3. a Party is unable to pay its debts and has presented a petition for voluntary bankruptcy;

13.4.4. a Party had a bankruptcy order issued against it;

13.4.5. liquidation, insolvency or legal protection proceedings have been initiated with respect to a Party or a Party is declared insolvent;

13.4.6. the occurrence of any event analogous to the events enumerated under Clauses 13.4.2 - 13.4.5 under the law of any jurisdiction to which a Party's assets and undertaking are subject.

13.5. The Principal may terminate this Agreement immediately upon giving the Supplier a written notice of termination explaining, in reasonable detail, the reason for termination, if:

13.5.1. CEF Co-financing for further financing of the Services is not available to the Principal fully or partly;

13.5.2. breach by the Supplier any of the confidentiality undertakings contained under Section 16 or the undertakings under Section 3, Section 4 or Section 21;

13.5.3. it is not possible to execute the Agreement due to the application of international or national sanctions, or European Union or North Atlantic Treaty Organization applied sanctions significantly affecting interests of financial or capital market.

13.6. The Agreement can be immediately terminated by the Principal upon giving the Supplier a written notice of termination explaining, in reasonable detail, the reason for termination upon occurrence of any of the provisions mentioned in the Section 64 of the Public Procurement Law of the Republic of Latvia.

13.7. In the case of unilateral termination or Partial Termination from the Principal's side, except where the Agreement is terminated under the Clause 13.5.3, and save for the yearly license fee for the use of Software, the Principal will pay the Supplier the Fees in respect of the Services provided under this Agreement up to the date of the notification on the termination of this Agreement, and the Principal is not obliged to pay contractual or any other penalty, damages or compensation to the Supplier.

13.8. Within three (3) months after the termination of the Agreement, or immediately upon the finalization of the transfer of the Principals data sets under Clause 13.9 and 13.10, whichever occurs first, the Principal will pay the Supplier for all Services provided by the Supplier up to the date of termination, provided that there are no obstacles to the access and transfer of data as described in Clause 13.9 and 13.10 below.

13.9. Following the termination or the Partial Termination of this Agreement due to any reason and upon a written request by Principal, the Supplier must immediately return the Principal's data in one of the ways agreed by the Parties:

13.9.1. the Supplier ensures the transfer of data sets from its Software, cloud storage, and any Sub-Contractors storage to the Principal within three (3) months after the termination of the Agreement; for the avoidance of doubt, the data must be transferred as soon as practically possible, but in any event not later than within three (3) months after the termination;

13.9.2. if any of the Parties submits a notification to terminate the Agreement under Clause 13.2, the Supplier ensures the transfer of data sets from its Software, cloud storage, and any Sub-Contractors storage to the Principal until the date of the termination of the Agreement.

13.10. The Supplier ensures the data extraction and transfer from the Software and cloud storage, as well as assistance to the Principal, as far as necessary to ensure safe, efficient and interoperable data transfer from the Software to the Principal without any additional cost.

14. AMENDMENTS

14.1. Any amendments to the Agreement may be made in compliance with Section 61 of the Public Procurement Law of the Republic of Latvia including but not limited to the Principal's rights to extend the Agreement due to extension of the duration of the Rail Baltica Global project and until the end of the Rail Baltica Global project.

14.2. The Principal may request to increase the number of users to whom the Software is licensed as specified under Clause 6.2 and further described under *Annex 1: Technical Specification* and additional on-site or online training for the Principal`s employee`s or other third parties provided under Clause 11.2.2 as specified under Section 9 and further described under *Annex 1: Technical Specification.*

14.3. During the implementation of the Agreement the Parties shall engage in consultation workshops as further described under the *Annex 1: Technical Specification* in order to align the provision of the Services. Based on the mutual consultation certain matters of the Services may be further specified or amended by a mutual agreement of the Parties to adjust the Services with the Principal`s needs and the requirements of the Rail Baltica Global project in compliance with the applicable provisions of the Public Procurement Law of the Republic of Latvia and the Agreement.

14.4. Any technical solutions proposed by the Supplier in the Annexes to the Agreement must not be changed without a direct documented consent of the Principal.

14.5. Any amendments and changes to the Agreement are valid only if they are in writing and signed by the Parties.

15. PERSONAL DATA PROTECTION

15.1. The Parties shall have the right to process personal data obtained from the other Party only for the purpose of ensuring the compliance with the obligations under the Agreement pursuant to Regulations (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of the personal data and free movement of such data and repealing requirements under the Directive 95/46/EC (the General Data Protection Regulation, the **GDPR**).

15.2. The Principal is the data controller, and the Supplier is the data processor, therefore the parties sign a Personal Data Processing Agreement as attached in *Annex 2: Personal data processing agreement* of the Agreement on the day of the signing of this Agreement.

16. CONFIDENTIALITY

16.1. "Confidential Information" means, in relation to the Principal, all information of a confidential nature relating to the Principal and its affiliates which is supplied by the Principal (whether before or after the date of this Agreement) to the Supplier, either in writing, orally or in any other form and includes all analyses, compilations, notes, studies, memoranda and other documents and information which contain or otherwise reflect or are derived from such information, but excludes information which:

16.1.1. the Principal confirms in writing is not required to be treated as confidential; or

16.1.2. the Supplier can show that the Confidential Information was in its possession or known to it (by being in its use or being recorded in its files or computers or other recording media) prior to receipt from the Principal and was not previously acquired by the Supplier from the Principal under an obligation of confidence; or

16.1.3. was developed by or for the Supplier at any time independently of this Agreement.

16.2. Subject to Section 16 and Clause 16.3, the Supplier shall:

16.2.1. at all times keep confidential all Confidential Information received by it and shall not disclose such Confidential Information to any other Person; and

16.2.2. procure that its affiliates and its and their respective officers, employees and agents shall keep confidential and not disclose to any Person any Confidential Information except with the prior written consent of the Party to which such Confidential Information relates.

16.3. Notwithstanding anything to the contrary set forth in accordance with Section 16 and Clause 16.2, the Supplier shall, without the prior written consent of the Principal be entitled to disclose Confidential Information:

16.3.1. that is reasonably required by the Supplier in the performance of its obligations pursuant to this Agreement, including the disclosure of any Confidential Information to any employee, contractor, agent, officer, Sub-Contractor (of any tier) or adviser to the extent necessary to enable the Supplier to perform its obligations under this Agreement;

16.3.2. to enable a determination to be made pursuant to Section 19;

16.3.3. to its lenders or their professional advisers, any rating agencies, or its insurance advisers but only to the extent reasonably necessary to enable a decision to be taken on the proposal;

16.3.4. to the extent required by applicable law or pursuant to an order of any court of competent jurisdiction, any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law; or

16.3.5. to the extent Confidential Information has become available to the public other than as a result of any breach of an obligation of confidence.

16.4. Whenever disclosure is permitted to be made pursuant to Clauses 16.3.1 or 16.3.3, the Supplier shall require that the recipient of Confidential Information be subject to the same obligation of confidentiality as that contained in this Agreement.

16.5. If this Agreement is terminated for whatsoever reason, and to extent the Agreement does not provide otherwise herein, the Supplier shall:

16.5.1. return to the Principal all the Confidential Information then within the possession or control of the Supplier; or

16.5.2. destroy such Confidential Information using a secure and confidential method of destruction.

16.6. Save as required by applicable law, the Supplier shall not issue any press release in relation to the matters contemplated under this Agreement without the prior written consent of the Principal (such consent not to be unreasonably withheld or delayed) as to both the content and the timing of the issue of the press release.

16.7. For the avoidance of any doubt, the Principal shall have the right to publish any of the documents, information or data provided by the Supplier to the Principal during provision of the Services.

16.8. The Parties acknowledge and agree that a breach of the provisions of this Section 16 may cause the owner of Confidential Information to suffer irreparable damages that could not be adequately remedied by an action at law. Accordingly, the Supplier agrees that the owner of Confidential Information that is disclosed in breach of Section 16 may be entitled to specific performance of those provisions to enjoin a breach or attempted breach thereof and to any other remedy, including, inter alia, damages and injunctive relief, awarded by a court of competent jurisdiction.

17. VISIBILITY REQUIREMENTS

17.1. During performance of the Agreement, the Supplier undertakes to comply with all of the following requirements:

17.1.1. any report, brochure, document or information related to the activities conducted by the Supplier or any other person on behalf of the Supplier, or which the Supplier makes publicly available will include each of the following:

(a) a funding statement which indicates that the Agreement is financed from CEF funds substantially in the following form: "Co-financed by the Connecting Europe Facility of the European Union";

(b) with respect to printed materials, a disclaimer releasing the European Union from liability with respect to any contents of any distributed materials substantially in the form as follows: "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". The disclaimer in all official languages of the European Union can be viewed on the website https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos; and

(c) the flag of the Council of Europe and the European Union.

17.1.2. the requirements set forth in Clause 17.1.1(a) and 17.1.1(c) of this Agreement can be complied with by means of utilizing the following logo:

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

in the event the Supplier decides to utilize the above logo, the Supplier will ensure that the individual elements forming part of the logo are not separated (the logo will not be utilized as a single unit) and sufficient free space is ensured around the logo; and

17.1.3. in order to comply with the latest applicable visibility requirements established by the European Union, the Supplier must regularly monitor changes to visibility requirements; as of the Effective Date, the visibility requirements are available for review on the webpage *https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos.*

18. RIGHT TO AUDIT

18.1. Notwithstanding anything to the contrary set forth in this Agreement including, the Principal itself, a reputable outside independent body or expert engaged and authorized by the Principal shall be entitled to inspect and/or audit the Supplier to ensure compliance with the terms of this Agreement, including inspecting and/or auditing:

18.1.1. the performance of any aspect of the Services; and/or

18.1.2. any documentation, including all payrolls, accounts of the Supplier and/or other records used in or related to the performance of the Services.

18.2. The Supplier shall provide all reasonable assistance to the Principal or the independent body authorized by the Principal in carrying out any inspection or audit pursuant to this Section 18. The Principal shall be responsible for its own costs, or the costs incurred by the outside independent body designated by the Principal, incurred toward carrying out such inspection or audit, unless, in

the case of any such audit, that audit reveals that the Supplier is not compliant with the terms of this Agreement, in which case the Supplier shall reimburse the Principal for all of its additional reasonable costs incurred, provided such non-compliance is material.

18.3. The rights and obligations of the Principal set forth in accordance with this Section 18 shall survive expiration or termination of this Agreement for any reason and shall continue to apply during ten (10) years following expiration or termination of this Agreement for any reason whatsoever.

19. ON-THE-SPOT VISITS

19.1. By submitting a written notice five (5) business days in advance, but at the same time reserving the right of an unannounced on-the-spot visit without an advance notice, the Principal may carry out on-the-spot visits to the sites and premises where the activities implemented within the Agreement are or were carried out.

19.2. On-the-spot visits may be carried out either directly by authorised staff or representatives of the Principal or by any other outside body or third party authorised to do so on behalf of the Principal. Information provided and collected in the framework of on-the-spot visits shall be treated on confidential basis. The Principal shall ensure that any authorised outside body or third party shall be bound by the same confidentiality obligations.

19.3. Supplier shall provide to the performer of the on-the-spot visit or any other authorised outside body or third party access to all the information and documents, including information and documents in electronic format, which is requested by the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party for the performance of an on-the-spot visit and which relates to the implementation of the Agreement, as well as shall allow the authorised staff of the performer of the on-the-spot visit or any other authorised outside body or third party the copying of the information and documents, with due respect to the confidentiality obligation.

19.4. OLAF checks and inspections. By virtue of Council Regulation (Euratom, EC) No 2185/961 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU) No 883/20132 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by European Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, OLAF findings may lead to criminal prosecution under national law.

20. FORCE MAJEURE

20.1. If an extraordinary situation arises that is beyond the control of the Parties and which could not be reasonably predicted by the relevant Party, which makes the fulfilment of the obligations pursuant to the Agreement absolutely impossible, this situation is deemed to be *force majeure*, such as war, strike, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control and is not caused by the negligence or intentional conduct or misconduct of the nonperforming Party.

20.2. In case of force majeure the affected Party must notify the other Party without any undue delay and provide proof of the event occurred.

20.3. The affected Party's obligations will be suspended as long as the extraordinary force majeure situation lasts. The other Party's counter-performances will be suspended during the same period of time.

21. RESPONSIBILITIES OF THE SUPPLIER

21.1. The Supplier shall perform the Services impartially and as expeditiously as is consistent with professional skill and care, orderly progress of the Services, and in accordance with the conditions set forth in the Agreement and in particular the *Annex 1: Technical Specification* and *Annex 6: Technical proposal.*

21.2. In performing the Services, the Supplier shall have due regard to any comments made by the Principal in connection with any review of the documentation or information furnished by the Principal to extent consistent with the impartial nature of the Services and shall provide reasons to the Principal where it does not take into account any such comments.

21.3. The Supplier shall:

21.3.1. in performing its obligations under this Agreement, exercise reasonable professional skill, diligence and care as may be expected of a properly qualified and competent person carrying out Services of a similar size, nature, type and complexity;

21.3.2. ensure that its personnel are properly qualified and competent in accordance with the relevant CEF Standards and Grant Agreement Standards;

21.3.3. ensure that specific documents as per respective Services, if any, and other documents and information required to be prepared or submitted by the Supplier under this Agreement conform to good industry practice generally acceptable at the time of submission of such specific documents as per respective Services, documents and information;

21.3.4. at all times during the term of the Services, ascertain and comply with all applicable laws and good industry practice of the country of registration of the Party to which the particular Services are provided;

21.3.5. comply, where applicable, with any reasonable requirements of the Principal not otherwise provided for in this Agreement;

21.3.6. notify the Principal of any defects in the provided Services, in particular the Software, as soon as such defects are identified by the Supplier.

21.4. During the term of the Services and for a period of ten (10) years from expiration or termination of this Agreement for any reason whatsoever, the Supplier shall keep and maintain clear, adequate and accurate records and documentation evidencing, to the reasonable satisfaction of the Principal, that the Services have been and are being carried out in accordance with the CEF Standards and Grant Agreement Standards. In case of on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case of correction of systemic or recurrent errors, irregularities, fraud or breach of obligations, the records shall be kept and maintained longer Services must be complete and fit for immediate use for the intended purpose.

21.5. At all times during the term of the Services, the Principal shall have access to all documentation. This access shall be continuing and survive the termination of this Agreement for either cause or convenience. The documentation shall be kept to be accessed in a generally recognized format for a period of ten (10) years from the date of expiration or termination of this Agreement. All records forming part of the documentation shall be available to the Principal' auditor, or expert appointed by the Principal during the period of time specified herein.

21.6. To the extent necessary to ensure smooth and efficient provision of the Services, the Supplier shall, in accordance with the *Annex 6: Technical proposal* and/or at the Principal's request, hold and/or attend meetings with the Principal, relevant stakeholders or any other persons. Upon the Principal`s request the Supplier shall arrange Service communication`s planning meetings as described in the *Annex 1: Technical proposal,* if any, at which appropriate personnel of the Supplier, Principal shall be present. If requested by the Principal, the Supplier shall record meetings (also online meetings) between Parties and prepare meeting reports within five (5) business days after each meeting.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1. This Agreement shall be governed by and construed in accordance with law of the Republic of Latvia.

22.2. The Parties shall first attempt to settle any dispute, controversy or claim arising out of or relating to this Agreement through good faith debate, discussion, and negotiating prior to submitting them to mediation, arbitration, or other legal proceeding.

22.3. Should the Parties fail to agree by means of amicable negotiations within the time period of two (2) months from the date of serving of the respective written complaint to the other Party, the Parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the Republic of Latvia. The Parties hereby represent and warrant that the English language is understandable for both Parties in accordance with Article 8(1)(a) of the Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents) and repealing Council Regulation (EC) No 1348/2000.

23. NOTICES

23.1. Notices under the Agreement shall be in writing and will take effect from receipt by the Party to which the notice is addressed at the address of the Party set forth in the preamble to this Agreement or hereunder:

23.1.1. if to the Principal, the authorized representative of the Principal: [name, surname], [title], [e-mail], [phone number];

23.1.2. if to the Supplier, the authorized representative of the Supplier: [name, surname], [title], [e-mail], [phone number].

23.2. During the execution of the Agreement, the communication via e-mail shall be executed between contact persons indicated under Clause 23.1. Communications by e-mail are deemed made when they are sent by the sending Party, unless the sending Party receives a message of non-delivery.

23.3. In the event that one of the authorized representatives of the Principal or the Supplier is replaced during the execution of the Agreement, the respective Party shall immediately inform the other Party thereof in writing. The replacement of an authorized representative hereunder does not require an amendment to the Agreement.

24. MISCELLANEOUS PROVISIONS

24.1. Each Party warrants to the other Party that it has full power to enter into and perform this Agreement, and the person signing this Agreement on its behalf has been duly authorized and empowered to enter into such agreement. Each Party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

24.2. Notwithstanding any penalties that may be enforced against the Supplier under applicable law, or the laws of other jurisdiction(s), the Supplier shall be deemed to have committed a breach under this Agreement and the Principal shall be entitled to terminate this Agreement immediately and without any regard to the provisions of Clause 13.5.2, if it is shown that the Supplier is guilty of:

24.2.1. offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or

24.2.2. misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Principal, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

24.3. If any provision of this Agreement shall be held to be illegal, invalid, void or unenforceable under Applicable Laws, the legality, validity and enforceability of the remainder of this Agreement shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected.

24.4. This Agreement is executed as an electronic document.

25. ANNEXES

25.1. *Annex 1: Technical Specification*;

25.2. *Annex 2: Personal data processing agreement*;

25.3. Annex 3: Approved Sub-Contractors and Staff;

25.4. Annex 4: Supplier's Declaration;

25.5. Annex 5: Licence Agreement;

25.6. *Annex 6: Technical proposal*;

25.7. *Annex 7: Financial proposal;*

25.8. *Annex 8: Delivery Acceptance Note*.

26. PAYMENT DETAILS

26.1. The Principal: RB Rail AS
Bank: [•]
Account No.: [•]

26.2. The Supplier: [•]
Bank: [•]
Account No.: [•]
Bank code (SWIFT): [•]

27. SIGNATURES

On behalf of the Principal	On behalf of the Supplier
_____	_____

ANNEX 1: TECHNICAL SPECIFICATION

ANNEX 2: PERSONAL DATA PROCESSING AGREEMENT

Riga [date]

RB Rail AS, a joint stock company registered in the Latvian Commercial Register, registration No 40103845025, legal address: Krišjāņa Valdemāra iela 8 - 7, Riga, LV-1010, Latvia, represented by [●] acting on the basis of [●] (the **Principal**),

and

[●], a company registered in [●], registration No [●], legal address: [●] represented by [●] acting on the basis of [●] (the **Supplier**),

1. INTRODUCTION

1.1. This Annex concerning the processing of personal data (the Annex) is an inseparable part of the Agreement on Requirements Management Tool Supply, Implementation and Maintenance (the Agreement), signed between the Supplier and the Principal.

1.2. The purpose of this Annex is to agree on the privacy and data security of Principal's personal data in the software provided by the Supplier.

1.3. The Annex is applicable when the Supplier processes personal data on behalf of the Principal based on the Agreement.

1.4. This Annex forms an agreement on the processing on personal data in accordance with the EU General Data Protection Regulation (2016/679) (GDPR).

1.5. In the event of any discrepancy between the provisions of the Agreement and this Annex, the provisions of this Annex shall prevail.

2. DEFINITIONS

For the purposes of this Annex and in accordance with the GDPR, the following refers to:

2.1. "controller" - the Principal, which determines the purpose and means of the processing of personal data.

2.2. "processor" - the Supplier, which based on the Agreement, processes personal data on behalf of the controller.

2.3. "processing" - any operation or set of operations, which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.4. "personal data" - any information relating to an identified or identifiable natural person (data subject) that Supplier is processing on behalf of the Principal. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2.5. "personal data breach" - a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

3. THE DUTIES OF THE SUPPLIER AND THE PRINCIPAL

3.1. Based on the Agreement, the Supplier processes the Principal's personal data on behalf of the Principal based on the Agreement. Personal data may be for example the data identifying the employees, Principals or other natural persons.

3.2. As the controller, the Principal is responsible for ensuring that it has the necessary rights to process personal data. The Principal is responsible for informing the data subjects of the processing of information concerning them. The Principal is responsible for the accuracy of the personal data provided to the Supplier.

3.3. The Principal has the right and obligation to determine the purpose and means of the processing of personal data. The subject-matter, nature and purposes of the processing are further defined in the Annex.

3.4. The Supplier has the right to process Principal data only in accordance with the Agreement, this Annex and the written guidance of the Principal and only insofar as it is necessary to deliver the Services. The Supplier informs the Principal in case any non-compliance with the EU or competent jurisdiction's privacy legislation or regulation is detected under the guidance, except prohibitions by law, and in such case the Supplier may immediately refuse from and stop applying the Principal's guidance.

3.5. The Supplier maintains a description of the Software or other regulatory description of the processing operations performed by the Software. The Supplier has the right to collect anonymous and statistic data about the use of the Software under the Agreement, provided that the data does not identify the Principal or the data subject and is used for analysing and developing the Supplier's services.

4. DELETION OF/RETURNING THE PERSONAL DATA

4.1. At the expiry of the Agreement, the Supplier returns all the personal data to the Principal in accordance with the provisions of the Agreement, unless the applicable law requires the retention of the personal data.

5. SUB-CONTRACTOR

5.1. The Supplier may use Sub-Contractors for processing of the personal data. The Supplier is responsible for its Sub-Contractor's actions as for its own and Supplier must sign similar written agreements with its Sub-Contractors about the processing of personal data in cloud storage. If requested, the Supplier must in advance inform the Principal of the Sub-Contractors it intends to use in the processing of personal data under the Agreement. The Principal has the right to deny the use of new Sub-Contractors on reasonable grounds.

6. THE SUPPLIER'S OBLIGATION TO ASSIST

6.1. The Supplier must immediately forward all requests to inspect, rectify, erase, ban the processing of personal data or other requests received from the data subjects, to the Principal. It is the Principal's duty to respond such requests. Considering the nature of the processing, the Supplier helps the Principal with appropriate technical and organisational measures, in order for the Principal to fulfil its duty to respond to the data subject's requests.

6.2. Considering the nature of the processing and the available data, the Supplier must assist the Principal in ensuring that the Principal complies with its obligations in accordance with the GDPR. Such obligations may concern data security, notifications of data security incidents, data protection impact assessment and prior consultations. The Supplier must assist the Principal only to the extent that the privacy legislation sets requirements for the processor of personal data.

6.3. The Supplier directs all inquiries from the supervisory authorities directly to the Principal if it is not prohibited by applicable law because the Supplier has no authority to represent the Principal or act on behalf of the Principal in the Principal Supervisory Authority.

7. DATA PROCESSING SPECIFICATION

7.1. Nature and purpose of service: Requirements Management Tool supply, implementation and maintenance.

7.2. Categories of persons on which the processing operations apply: Representatives, employees and partners of the Principal, stakeholders of the Rail Baltica Global Project.

7.3. Categories of collected personal data:

7.3.1. First Name (required);

7.3.2. Last Name(required);

7.3.3. Email(required);

7.3.4. Office Postal Code (required);

7.3.5. Office City (required);

7.3.6. Office Country (required);

7.3.7. User photo;

7.3.8. User Title;

7.3.9. Phone Number;

7.3.10. Mobile Number.

7.4. Purpose of data processing: participation of employees of the Principal and its cooperation partners (any stakeholders of Rail Baltica Global Project under agreement) in architecture or engineering project management.

8. PROCESSING OUTSIDE OF EU / EEA

8.1. The Supplier and its Sub-Contractors do not process outside the EU / EEA.

9. AUDITS

9.1. The Principal or a third-party auditor (not being a competitor of the Supplier) on behalf of the Principal may inspect the operations under this Annex.

9.2. The Parties agree on the date of the audit and other details no later than 14 working day before the audit. The audit must be carried out in a way that does not interfere with the Supplier's or its subcontractor's commitments with third Parties. The representative of the Principal and the auditor must sign confidentiality agreements.

9.3. Each Party must cover its own costs caused by the audit.

10. DATA SECURITY

10.1. The Supplier implements appropriate technical and organizational measures to protect the personal data, considering the risks that are presented by the personal data processing, such as

accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. The technical options and the costs of the options in relation to the special risks connected with the processing of and sensitive nature of the personal data, of which the Principal has informed or in writing brought out, must be taken into account when organizing the security measures.

10.2. The Principal must ensure that the Supplier is informed of all matters regarding the personal data provided by the Principal, such as risk assessments and processing of special categories of persons, which may affect the technical and organizational measures in accordance with this Annex. The Supplier ensures that the personnel of the Supplier or its subcontractors, that take part in the processing of personal data, maintains appropriate confidentiality.

11. NOTIFICATION OF PERSONAL DATA BREACH

11.1. The Supplier notifies the Principal of all personal data breaches without undue delay after the Supplier having become aware of or its Sub-Contractor having become aware of the personal data breach, but not later than within 24 hours from the moment when the Supplier or the Sub-Contractor became aware of the breach.

11.2. If requested by the Principal, the Supplier must without undue delay provide the Principal with all appropriate information of the personal data breach. To the extent that this information is held by the Supplier, the notification must describe at least:

11.2.1. the personal data breach that has taken place,

11.2.2. as far as possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned,

11.2.3. description of the likely consequences of the personal data breach, and

11.2.4. description of the remedial actions that the Supplier has taken or must take to prevent future personal data breach and, if necessary, also measures to mitigate its possible adverse effects.

11.3. The Supplier must without delay document the results of the investigation and the actions taken for the Principal.

11.4. The Principal is responsible for necessary notifications to the supervisory authorities.

12. OTHER PROVISIONS

12.1. Principal shall be liable for the damage caused by processing which infringes the GDPR. Supplier shall be liable for the damage caused by processing only where it has not complied with obligations of the GDPR specifically directed to processors or where it has acted outside or contrary to lawful instructions of the Principal.

12.2. Each Party is obliged to pay the part of the imposed damages and administrative fines that reflects its liability for the damage according to the supervisory authority or court decision. In other respects, the Parties' liability is determined in accordance with the Agreement.

12.3. The Supplier informs the Principal in writing of all changes that may affect its ability or prospects to comply with this Annex and the written guidance of the Principal. The Parties will agree of all additions and changes to this Annex in writing.

12.4. This Annex enters into force when signed by both Parties. The Annex remains in force for as long as the Agreement remains in force or the Parties have obligations towards each other based on the Agreement.

12.5. The obligations, which due to their nature are intended to remain in force regardless of the expiry of this Annex remains in force after the expiry of this Annex.

12.6. This Annex expires with respect to Agreement, when the processing of personal data under the Agreement and this Annex has ended.

13. SIGNATURES

On behalf of the Principal	On behalf of the Supplier
_____	_____

ANNEX 3: APPROVED SUB-CONTRACTORS AND STAFF

ANNEX 4: SUPPLIER'S DECLARATION

I, the undersigned duly authorised representative, on behalf of **[•]** undertake:

1. To respect the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively;

2. Not to use forced or compulsory labour in all its forms, including but not limited to not employ people against their own free will, nor to require people to lodge 'deposits' or identity papers upon commencing employment;

3. Not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons;

4. To ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place;

5. To ensure the payment of wages in legal fashion, at regular intervals no longer than one month, in full and directly to the workers concerned; to keep an appropriate record of such payments. Deductions from wages will be conducted only under conditions and to the extent prescribed by the applicable law, regulations or collective Contract, and the workers concerned shall be informed of such deductions at the time of each payment. The wages, hours of work and other conditions of work shall be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective Contracts covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out;

6. To ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health;

7. To support and respect the protection of internationally proclaimed human rights and not to become complicit in human rights abuses;

8. To create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment;

9. To have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment; wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices;

10. To identify and manage chemical and other materials posing a hazard if released to the environment to ensure their safe handling, movement, storage, recycling or reuse and disposal;

11. To monitor, control and treat as required prior to discharge or disposal wastewater and solid waste generated from operations, industrial processes and sanitation facilities;

12. To characterize, monitor, control and treat as required prior to discharge or disposal air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-Services generated from operations;

13. To reduce or eliminate at the source or by practices, such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials, waste of all types, including water and energy;

14. To adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery;

15. To disclose (a) any situation that may appear as a conflict of interest, such as but not limited to: where a Contractor or an undertaking related to the Contractor has advised a Beneficiary or Implementing Body or has otherwise been involved in the preparation of the procurement procedure; and (b) if any Beneficiaries' or Implementing Bodies' official, professional under contract with Beneficiary or Implementing Body or sub-contractor may have a direct or indirect interest of any kind in the Contractor's business or any kind of economic ties with the Contractor;

16. Not to offer any benefit such as free goods or services, employment or sales opportunity to a Beneficiary's and Implementing Body's staff member in order to facilitate the Contractors' business with Beneficiaries or Implementing Bodies;

17. Within a period set in the applicable national legislation following separation from service or award of a contract, as the case may be, to refrain from offering employment to any Beneficiaries' and Implementing Bodies' staff in service and former Beneficiaries' and Implementing Bodies' staff members who participated in the procurement process and to whom a legal restriction to receive material benefits from or be employed by a Contractor which participated in a procurement procedure or restrictions with similar effect applies;

18. To promote the adoption of the principles set forth in this Contractor's Declaration by my potential business partners and promote the implementation of the principles set forth in this document towards own Contractors;

19. Not procure goods, works and services from other Contractors:

    a. who, or its member of the Management Board or the Supervisory Board or procurator of such Contractor, or a person having the right to represent such Contractor in activities related to a subsidiary, has been found guilty in any of the following criminal offences by a such punishment prescription of prosecutor or a judgement of a court that has entered into effect and is non-disputable and not subject to appeal:

        i. bribetaking, bribery, bribe misappropriation, intermediation in bribery, taking of prohibited benefit or commercial bribing;

        ii. fraud, misappropriation or laundering;

        iii. evading payment of taxes and payments equivalent thereto,

        iv. terrorism, financing of terrorism, invitation to terrorism, terrorism threats or recruiting and training of a person for performance of terror acts.

    b. who, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of an infringement of employment rights which means:

        i. employment of such one or more citizens or nationals of countries, which are not citizens or nationals of the European Union Member States, if they reside in the territory of the European Union Member States illegally;

        ii. employment of one person without entering into a written employment contract, not submitting an informative declaration regarding employees in respect of such person within a time period laid down in the laws and regulations, which is to be submitted regarding persons who commence work;

    c. who, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of infringement of competition rights manifested as a vertical Contract aimed at restricting the opportunity of a purchaser to determine the resale price, or horizontal cartel Contract, except for the case when the relevant authority, upon determining infringement of competition rights,

has released the candidate or tenderer from a fine or reduced fine within the framework of the co-operation leniency programme;

d. whose insolvency proceedings have been announced (except the case where a bailout or similar set of measures is applied within insolvency proceedings oriented towards prevention of possible bankruptcy and restoration of solvency of the debtor, in which case I shall evaluate the possibility of such Contractor to participate in the tender), economic activity of such Contractor has been suspended or discontinued, proceedings regarding bankruptcy of such Contractor have been initiated or such Contractor will be liquidated;

e. who has tax debts in the country where the procurement is organised or a country where such Contractor is registered or permanently residing, including debts of State social insurance contributions, in total exceeding an amount which is common threshold in public procurements in the respective country.

On behalf of the Supplier

_____

ANNEX 5: LICENCE AGREEMENT

ANNEX 6: TECHNICAL PROPOSAL

ANNEX 7: FINANCIAL PROPOSAL

ANNEX 8: DELIVERY ACCEPTANCE NOTE

No [INSERT NUMBER]

Date: [INSERT DATE IN THE FORM OF 1 January 2020]

Location: [INSERT LOCATION]

For: [INSERT PRINCIPAL], registration number [INSERT NUMBER], legal address: [INSERT ADDRESS] (the "Principal")

CEF Agreement No. [INSERT NUMBER]

This Delivery Acceptance Note is issued to the Principal by [INSERT NAME, REGISTRATION NUMBER INSERT REGISTRATION NUMBER, LEGAL ADDRESS] (the "Supplier"), represented by [INSERT NAME OF REPRESENTATIVE ON THE BASIS OF INSERT BASIS OF REPRESENTATION].

Whereas:

(A) the Principal and the Supplier have entered into the AGREEMENT ON REQUIREMENTS MANAGEMENT TOOL SUPPLY, IMPLEMENTATION AND MAINTENANCE No. [●], dated [●] (the "Agreement");

(B) certain part of the Services under the Agreement have been completed by the Supplier;

(C) as stipulated by Clause 5.2 of the Agreement, completion of Services or any part thereof shall be confirmed by a mutually signed Delivery Acceptance Note;

(D) as per Clause 5.2 and 5.3 of the Agreement the Principal following the reception of a signed Delivery Acceptance Note from the Supplier shall either sign the Delivery Acceptance Note conforming the compliance of the Services rendered or raise objections by issuing an Objection Notice.

The Supplier hereby confirms that following Services have been provided to the Principal on [INSERT DATE IN THE FORM OF 1 January 2020], as specified in accordance with the Agreement: [DESCRIBE IN REASONABLE DETAIL THE DELIVERABLE SUPPLIED AND ATTACH THE RESPECTIVE SUPPORTING DOCUMENTATION WHERE RELEVANT]

By signing this Delivery Acceptance Note the Principal confirms in accordance with Clauses 5.2 of the Agreement its satisfaction with the result of the provided Services, and the Principal accepts the respective provision of the Services in its entirety under Clause 5.2 of the Agreement.

Signatures:

For and on behalf of the Principal	For and on behalf of the Supplier
[INSERT NAME AND SURNAME]	[INSERT NAME AND SURNAME]
_____	_____