



CONTRACT AGREEMENT

The Contract Agreement is entered into [•] by and between:

- (1) [•], [•] the enterprise that is registered and operates in accordance with [•] the laws and regulations, registration number: [•], registered address: [•], hereinafter referred to as 'the Employer' represented by [•] [•], of the one part,
and
- (2) [•], [•] the enterprise that is registered and operates in accordance with [•] the laws and regulations, registration number: [•], registered address: [•], hereinafter referred to as 'the Consultant' represented by [•] [•], of the other part,

hereinafter referred to collectively as 'the Parties' and individually as 'Party',

given that the Employer instructs the Consultant to provide the Service within the framework of the Project and has accepted the Consultant's tender to provide the Service,

the Parties hereby agree as follows:

1. The words and expressions used in the Contract, including the Contract Agreement, shall have the meaning given to them by the Special Provisions and the General Provisions of the Contract.
2. The Employer agrees to instruct the Consultant and the Consultant agrees to provide the following services (hereinafter 'the Services') upon the terms and conditions of the Contract:
 - 2.1. construction project expert-examination and construction work supervision in accordance with the laws and regulations applicable in the territory of the Republic of Latvia and the requirements established by the Contract;
 - 2.2. performance of the Consultant's/Engineer's duties provided for in the Works Contract and in this Contract during the entire period of design, construction and warranty (Defects Notification Period in accordance with the Works Contract) until the Engineer has issued the Confirmation of the Works Contract Performance pursuant to the Works Contract.
3. The detailed scope of Services is specified in Annex I to the Contract (Scope of Services). If, during the execution of the Contract, the Parties conclude that successful and full completion of the Project requires services which are not specified in Annex I to the Contract (Scope of Services), the Parties, in compliance with the Public Procurement Law, shall, in writing, agree on additional scope of services, payment procedure and terms. Such an agreement shall be subject to the provisions of the Contract. The services stipulated above shall be considered as Additional Services for the purposes of the General Contract Provisions.
4. If, during the execution of the Contract, the Employer or the Consultant concludes that the services specified in Annex I to the Contract (Scope of Services) are unnecessary or inappropriate, the Parties shall agree to reduce the Scope of Services and the Accepted Contract Amount.

5. Any documentation attached to the Contract Agreement forms and is a part of this Contract, and shall be interpreted in the following order of priority (i. e. in case of contradictory wording or interpretation the document with a higher position in the list has terms and conditions of higher priority than the one occurring lower, unless otherwise expressly stated in the Contract):
 - 5.1. Contract Agreement;
 - 5.2. Special Contract Provisions and their annexes:
 - 5.2.1. Annex I: Scope of Services;
 - 5.2.2. Annex II: Staff, Facilities and Equipment Provided by the Employer, and Services Provided by Third Parties
 - 5.2.3. Annex III: Compensation and Payment;
 - 5.2.4. Annex IV: Service Schedule;
 - 5.2.5. Annex V: Advance Payment Guarantee Form;
 - 5.2.6. Annex VI: Advance Payment Insurance Policy Form;
 - 5.2.7. Annex VII: Contract Performance Security Form;
 - 5.2.8. Annex VIII: Contract Performance Insurance Policy Form;
 - 5.2.9. Annex IX: Retention Money Guarantee Form;
 - 5.2.10. Annex X: Retention Money Insurance Policy Form;
 - 5.2.11. Annex XI: Works Technical Specifications;
 - 5.2.12. Annex XII: Supplier's Declaration.
 - 5.3. General Contract Provisions;
 - 5.4. Works Contract;
 - 5.5. Employer's requirements, Procurement Regulations and other annexes to the Procurement Regulations;
 - 5.6. Consultant's Tender.
6. Any amendment to the terms and conditions of the Contract documentation shall take precedence over the amended terms and conditions.
7. From the Commencement date, the Consultant, acting in accordance with the terms and conditions of the Contract, hereby undertakes to fully provide the Services specified in the Contract in compliance with the procedure provided for in the Contract and within the time limits prescribed for the corresponding Services in the Contract and in the Works Contract.
8. Commencement date means the day when the Employer, the Contractor and the Consultant signed the Works Contract and Employer and Consultant signed this Agreement.
9. Time for completion means the period for provision of the Services in accordance with the Service Schedule from the Commencement date to the day on which the Engineer issued the Confirmation of the Works Contract Performance pursuant to Sub-Clause 11.9 of the Works Contract.
10. The Employer agrees, in compliance with the provisions of the Contract, to pay the Consultant the Contract Price.
11. The Accepted Contract Amount is EUR [•] (amount in words *euro*), excl. VAT.
The amount of VAT in accordance with the Applicable Law on the signature date of the Contract: EUR [•] (amount in words *euro*). The total amount of the Advance Payment, the Mobilization Payment, the Expert-examination Payments, the payments made during the Defects Notification Period, and the Monthly Payments shall not exceed the Accepted

Contract Amount. The Consultant confirms that the Accepted Contract Amount comprises the entire remuneration and any possible expenditure for the Service provision to the Employer, including all the payments to staff, subcontractors engaged in provision of the Services by the Consultant, and any possible taxes and duties.

- 12. The Advance Payment and the Mobilization Payment shall be no greater than 5 % of the Accepted Contract Amount each.
- 13. The amounts of the Mobilization Payment, the Expert-examination Payments, the Monthly Payments and the compensation for downtime are specified in Annex III to the Contract (Compensation and Payment).
- 14. The Employer shall make payments by transfer to the following Consultant's bank account:

Bank account holder:

.....
.....

Registration number:

.....
.....

VAT identification
number:

Bank account number:

.....
.....

Bank name:

Bank address:

.....
.....

Bank code:

SWIFT code:

.....
.....

- 15. The addresses of the Parties for notifications pursuant to Clause 1.8 of the General Contract Provisions:
The Employer's address:
Email:
Telephone:
Fax:
The Consultant's address:
Email:
Telephone:
Fax:
- 16. The Consultant hereby declares that:
 - 16.1. he has thoroughly evaluated and agrees to take all the risks for any unforeseen additional work and staff required to fulfil the obligations under the Contract properly and adequately, as well as other risks which might affect the Consultant's proper fulfilment of the obligations under the Contract.

17. The Contract shall come into force on the date on which it is signed by the last Party and the Works Contract is signed by the Consultant, the Employer and the Contractor. The Contract shall be valid until the full performance of the obligations undertaken hereunder or the signing of the Contract Termination Agreement by the Parties, or termination of the Contract pursuant to the Applicable Law or the Contract.
18. By signing this Contract Agreement, the Parties confirm that they have become thoroughly familiar with the General and the Special Contract Provisions, understood their content and legal consequences, and fully agree with them.
19. Not later than within three (3) working days, the Parties shall notify each other in writing of any modification to contact details, address, bank account details or VAT registration number and/or other important data of the Parties which might influence the execution of the Contract.
20. The Contract is drawn up in Latvian in two (2) copies of equal legal force, one for each Party.
21. Details of the Parties

The Employer:	The Consultant:
Name: Address: Tel.: Fax: Email: VAT identification number: Company registration number: Bank details: Account number: Bank code: SWIFT:	Name: Address: Tel.: Fax: Email: VAT identification number: Company registration number: Bank details: Account number: Bank code: SWIFT:

On behalf of the Employer:

On behalf of the Consultant:

.....

Name: [•]

Position: [•]

Date: [•]

.....

Name: [•]

Position: [•]

Date: [•]