

Invitation to tender and procurement documents in open procedure “Document scanners, related software licences and product support / Dokumendiskännerid, nendega seotud tarkvara litsentsid ja tootetugi” (296902)

1. Annexes

- 1.1. Annex 1 – Draft framework agreement with draft procurement contract;
- 1.2. Annex 1.1 – IT and Development Centre. Ministry of the Interior, Estonia general terms and conditions of contracts of sale;
- 1.3. Annex 1.2 – IT and Development Centre. Ministry of the Interior, Estonia general terms and conditions of authorisation agreements;
- 1.4. Annex 2 – Technical description;
- 1.5. Annex 3 – Terms of compliance (eRHR form);
- 1.6. Annex 3.1 – Power of attorney of joint tenderers;
- 1.7. Annex 4 – Award criteria and indicators to be assessed (eRHR form);
- 1.8. Annex 5 – Procurement passport with additional explanations (contains the grounds for removal of tenderer(s) and selection criteria (eRHR form), *submitted separately for each joint tenderer or person relied on, whose economic and/or financial indicators and/or technical and professional competence is relied on, or for the foreign company on whose behalf the branch is bidding*);
- 1.9. Annex 6 - Contract notice (eRHR form)

2. Splitting up public procurements

- 2.1. The contracting authority has decided not to split up the public procurement due to the nature of the object of the framework agreement, which are items and services necessary and functionally interoperating for achieving the same goal.

3. Formatting and submitting a tender

- 3.1. Information provided in a tender must be true, submitted in a manner and sufficient detail allowing the contracting authority to verify their compliance with the conditions specified in the procurement documents.
- 3.2. The costs of tender must be provided in euros, rounded to **up to two decimal places**.
- 3.3. Amounts stated in the cost of tender shall be final for the contracting authority, i.e., including all fees or other taxes, except for VAT, which is stated separately, and no additional payments or expenses shall be added to the amounts therein. Costs equal to 0 or negative are not allowed and the contracting authority has the right to deem such tenders noncompliant and to reject them.
- 3.4. If the documents submitted include documents signed on paper by a third party, then the scan of the document must be submitted and the original copy is to be submitted only upon the request of the contracting authority.
- 3.5. No alternative solutions are permitted.
- 3.6. Every reference made by the contracting authority in procurement documents to any grounds specified in section 88 subsection (2) of the Public Procurement Act (standard, technical approval, technical control system, label, etc.) is to be read as appended with “or equivalent”. Every reference made by the contracting authority in procurement documents to a source of purchase, process, trade mark, patent, type, origin, label or

manner of production is to be read as appended with “or equivalent.” Equivalence means exactly the same operational characteristics and functions.

- 3.7. When bidding an equivalent solution, the tenderer shall provide the documents or data verifying the equivalence. The contracting authority shall accept other relevant evidence on objective grounds if the tenderer proves to the satisfaction of the contracting authority that the thing or service offered complies with the requirements of a specific label or the contracting authority, unless the label or equivalent label required by the contracting authority or a test report issued by a specific or equivalent conformity assessment body or other evidence is a prerequisite for offering the thing or service on the market on the basis of the law (section 114(7) of the Public Procurement Act).
- 3.8. When offering equivalence, the solution offered must be compatible with the existing systems of the contracting authority and the cost of the product or service must include all additional fees related to migration. The equivalence of a tender is checked and assessed by the employees of the contracting authority with relevant professional knowledge.
- 3.9. The contracting authority does not consider any terms and conditions of a licence agreement (EULA, MSA) / terms and conditions of the product support that the tenderer may include in the tender as a conditional offer.

4. Submitting a joint tender and/or relying on the resources of another person. Remedies

- 4.1. When submitting a joint tender or relying on the resources of another person, a procurement passport of each joint tenderer or person relied on whose economic and/or financial characteristics and/or technical and professional competence are relied upon must be submitted, together with the confirmations of the absence of grounds for exclusion and the fulfilment of the qualification conditions for which the characteristics of the person are relied upon, in order for the contracting authority to be able to carry out the control obligation provided for in Section 103 of the Public Procurement Act. A procurement passport of a foreign company on whose behalf the branch is submitting a tender must also be submitted.
- 4.2. If the tenderer or the person referred to in point 4.1. has at least one of the grounds mentioned in subsections 1) to 3) and 5) of section 95 subsection (1) and points 2) to 11) of subsection (4) of the Public Procurement Act, the tenderer must submit, at the request of the contracting authority, reasoned remedies in accordance with section 97 of the Public Procurement Act for each such circumstance.
- 4.3. The contracting authority also has the right to apply section 97 of the Public Procurement Act in tenders submitted on the basis of a framework agreement where the expected cost is less than the international limit.

5. Evaluation and award of tenders

- 5.1. In order to determine the most economically advantageous tender, the contracting authority evaluates tenders using a 100-point scale. Evaluation is based on the cost of one document scanner together with the cost of software licence and product support for one year without VAT.
- 5.2. The contracting authority awards the contract to one tender with the most points according to the award criteria.

6. Rejecting all tenders. Cancelling the procurement procedure

- 6.1. The contracting authority has the right to reject all tenders that have been submitted or deemed compliant at any time before concluding a contract according to the provisions

of section 116 (1) of the Public Procurement Act. When rejecting all tenders, the contracting authority shall pass a corresponding reasoned resolution.

- 6.2. The contracting authority may pass the resolution to reject all tenders in case specified in this clause or to cancel the procurement procedure with its initiative upon reasonable need. Reasonable need may include, but is not limited to:
 - 6.2.1. the need to significantly alter the object of the contract;
 - 6.2.2. the terms and conditions forming the basis for conducting the public procurement have changed significantly, rendering the conclusion of a contract unnecessary or impossible;
 - 6.2.3. it is not possible to eliminate the inconsistencies in the tendering procedure and therefore the procedure cannot be lawfully completed;
 - 6.2.4. fewer than two tenders have been submitted;
 - 6.2.5. the decision is made not to guarantee funding for the project of the contracting authority.

7. Other conditions

- 7.1. The expectation of the contracting authority to all persons interested is that the persons interested notify the contracting authority in due time via RHR for any mistakes, inaccuracies and ambiguities discovered in the procurement documents to be rectified.
- 7.2. The tenderer must sign the contract received for signing and forward it to the contracting authority within 5 business days as at its sending from the contracting authority to the tenderer. The contracting authority may extend the deadline for signing for a good reason, notifying the successful tenderer of this in form reproducible in writing. The contracting authority has the right to treat refusal to sign the contract or failure to commence the performance of the contract within this deadline as the refusal of the tenderer who submitted a successful tender to conclude the contract and withdrawal of the tender in the context of section 119 (1) of the Public Procurement Act, and in this case the contracting authority proceeds as specified in the Public Procurement Act.
- 7.3. This public procurement results in concluding a framework agreement with one suitable tenderer who has been declared successful and who has no grounds for exclusion.
- 7.4. Only those tenderers or candidates may take part in the public procurement whose place of residence or seat is in Estonia, in another member state of the European Union, in another contracting state of the European Economic Area, or in a country that has joined the Government Procurement Agreement of the World Trade Organization. This requirement also applies to joint tenderers and subcontractors.
- 7.5. The date designated in the general information/contract notice field for "Term of Performance of Contract" in RHR means the term of validity of the contract, not only the due date for performing the obligations of the contractor, and is therefore guided by the deadlines for proper performance of the obligations of both the executor and the contracting authority/payer, incl. the time taken to pay the invoice. Upon concluding a contract, the tenderer must be guided by the deadline of performance/supplying the object of the contract designated in the contract or the technical specifications in the timely performance of their obligations.
- 7.6. By the time of commencement of performing the procurement contract, the contractor must provide the name, registry code, contact information, information on legal representatives for each subcontractor, as well as the name, date, number and amount

of the subcontract. The contractor must provide the same information about each additional subcontractor in performing the procurement contract.

- 7.7. In the case of concluding public contracts funded with external funds, the contractor must, after concluding the public contract, provide the name and registry code for each subcontractor, the subcontract concluded with whom exceeds 50,000 euros without VAT, as well as the name, date, number and amount of the subcontract.