

PUBLIC CONTRACT

Tallinn

23.09.2024 No 2-2/24/895.....

The Estonian Centre for Defence Investments (registry code 70009764, address Järve 34a, 11314 Tallinn) and **the Ministry of Defence** (registry code 70004502, address Sakala 1, 15094 Tallinn), represented by Ivar Janson, Head of the Procurement Department of the Estonian Centre for Defence Investments (hereinafter referred to as the Contracting Authority), acting on the basis of Directive No. 77 of the Director of 7 December 2020, on the one side,

and

LIVELINK AEROSPACE LIMITED (registry code 10393504, Lavant House, Lavant, West Sussex, PO18 9AB), represented by David Youngs, Company Managing Director (hereinafter referred to as the Contractor), on the other side, the Contracting Authority and the Contractor shall hereinafter be referred to separately as a/the Party and jointly as the Parties, have entered into this public contract (hereinafter referred to as the Contract):

1. Basis for entry into and object of the Contract

- 1.1. The Contract shall be awarded on the basis of the basic documents of the dynamic purchasing system "Expertise and consultancy" (reference number 249865), Part 2 – Category 2 - Communication and communications installations and information technology and related procurement "Assessing the impacts of wind energy infrastructure development on maritime surveillance systems" (reference number 282653) (hereinafter the public procurement) and the tender submitted by the Contractor in the framework of this public procurement.
- 1.2. The Contracting Authority enters into the Contract with the Contractor, based on the Contractor's tender, the representations and warranties of the Contractor specified in the Contract, and assumes in good faith the professionalism and ability of the Contractor to perform the Contract properly. If subcontractors are used, the Contractor remains responsible towards the Contracting Authority for the proper performance of the Contract.
- 1.3. The Contractor represents and warrants that:
 - 1.3.1. it and its representative have the rights and authorisation to conclude the Contract;
 - 1.3.2. it has examined the Contract and the procurement documents and fully understands the substance and consequences assumed by it and consents to the terms and conditions set out therein;
 - 1.3.3. the rights of third parties are not harmed by the performance of the Contract and there are no circumstances that would preclude its right to conclude the Contract and properly perform it;
 - 1.3.4. it holds the valid authorisations, registrations, rights of representation and certificates necessary for the performance of the Contract and undertakes to extend/renew them upon their expiry during the Contract period. If the extension of authorisations, registrations, rights of representation and certificates is impossible due to circumstances beyond its control, the Contractor is obliged to inform the Contracting Authority thereof immediately.
- 1.4. The object of the Contract is the assessment of impacts of wind energy infrastructure development on maritime surveillance systems, as described in the technical specifications of the procurement documents (hereinafter referred to as the Service).

2. Parts of the Contract

- 2.1. The procurement documents, the Contractor's tender, the notices transmitted between the Parties and all amendments to be made to the Contract are integral parts of the Contract.

- 2.2. Any amendments to the Contract will enter into force after signing by the Parties or on the date specified by the Parties.

3. Rights and obligations of Parties:

3.1. The Contractor is required to:

- 3.1.1. provide the service in accordance with the terms of the Contract, to a high quality and on time, using the methods they consider appropriate and guided by the objective of the Contract;
- 3.1.2. provide the labour, facilities, materials, etc. necessary for the performance of the Service for the remuneration agreed in the Contract;
- 3.1.3. provide the same Service that they submitted in the procurement procedure for the duration of the Contract;
- 3.1.4. prepare and sign a record of delivery and receipt for the Service provided, unless the Parties have agreed that the provision of the Service is deemed to be accepted upon payment of the invoice;
- 3.1.5. inform the Contracting Authority of any circumstances preventing the performance of the Contract;
- 3.1.6. at the request of the Contracting Authority, provide information (volume and purpose, etc.) on subcontractors. If such information has been provided prior to the conclusion of the Contract, the Contractor must have the change of the above-mentioned persons approved in advance.

3.2. The Contracting Authority is required to:

- 3.2.1. respond to all requests submitted by the Contractor for specification of instructions within a reasonable period of time;
- 3.2.2. inform the Contractor as soon as possible of any problems relating to the provision of the Service;
- 3.2.3. sign a record of delivery and receipt for the Service provided, unless the Parties have agreed that the provision of the Service is deemed to be accepted upon payment of the invoice by the Contracting Authority.

3.3. The Contracting Authority has the right to:

- 3.3.1. routinely check the performance of the obligations arising from the Contract;
- 3.3.2. to consult the Contractor on the issues related to the object of the Contract if necessary;
- 3.3.3. make suggestions to the Contractor about the organisation and modification of the Service;
- 3.3.4. check the truthfulness of the invoices, calculations and other costs submitted by the Contractor and request the submission of the invoices of subcontractors if necessary;
- 3.3.5. require the interruption or termination of the provision of the Service if, in the course of the provision of the Service, it becomes evident that the service does not comply with the terms and conditions of the Contract. If the Contracting Authority refuses the provision of the Service, the Contractor must provide the Contracting Authority with the appropriate Service. Until the provision of the appropriate Service to the Contracting Authority, it shall be deemed that the Contractor has delayed the provision of the Service.

3.4. The Contractor has the right to:

- 3.4.1. make suggestions to the Contracting Authority on how to better organise the provision of the Service;
- 3.4.2. receive the agreed upon remuneration for the performance of the obligations set out in the Contract.

4. Value of Contract and terms of payment

- 4.1. The price of the Service is determined in the Contractor's tender. The total value of the Contract is € 322 805, 00 without value added tax.
- 4.2. The seller submits the invoice as an e-invoice. If the seller is registered outside the Republic of Estonia and cannot submit e-invoices for technical reasons, it will submit an invoice in PDF format to the email address kairi.talves@kaitseministeerium.ee. The seller issues an e-invoice with the following details:

Ministry of Defence, Sakala 1, 15094 Tallinn;
registry code 70004502;
name of the Contracting Authority's contact person: Kairi Talves;
contract no;
the reference number of the related procurement 282653001000001;
the quantity and name of the Service, the unit price and other necessary information.
- 4.3. The Contracting Authority pays for the accepted and Contract-compliant Service by making a transfer to the current account indicated on the invoice within 28 days after the receipt of an invoice that complies with the terms and conditions of the Contract. The Contracting Authority may refuse to pay the invoice if it or the person authorised by it to accept the Service has not been granted the possibility of inspecting the Service by the Contractor.
- 4.4. The Contracting Authority will not accept an invoice that does not comply with the terms of the Contract. In this case, the Contractor will issue a new invoice within five working days. The Contracting Authority shall not pay late interest on invoices for which the Contracting Authority is not liable for non-delivery or incorrect delivery.
- 4.5. An invoice is deemed as paid as of the acceptance of the payment order by the Contracting Authority's bank.
- 4.6. Before paying an invoice with a value of 10,000 euros or higher including VAT, the Contracting Authority makes sure the Contractor has no tax arrears via the website of the Tax and Customs Board. In the event of tax arrears of at least €10,000, the Contracting Authority will inform the Estonian Tax and Customs Board about the invoice to be paid.

5. Right of ownership. Copyright. Retention of materials and information

- 5.1. Any deliverables (hereinafter the Materials) created by the Contractor or acquired by the Contractor from third parties under the Contract and accepted and paid for by the Contracting Authority under the Contract and the intellectual property rights (hereinafter the Rights) pertaining thereto, including all proprietary rights of the author, will, upon acceptance of the Materials, be transferred in their entirety to the Contracting Authority and, in respect of the moral rights of the author in the Materials (which are not transferable in their nature), the Contractor will grant the Contracting Authority, upon delivery of the Materials, an irrevocable non-exclusive licence valid for the entire term of the copyright and the right to sub-licence to third parties at its discretion (hereinafter together referred to as the Licence).
- 5.2. After the receipt of the Materials, the Contracting Authority has the right, *inter alia*, to decide at its sole discretion on the use of the Materials (including the manner of publication of the Materials, the starting time and conditions of use of the Materials), to make changes, additions or corrections to the Materials, their titles or attribution, to include works of others in the Materials, to object to distortions and adverse assessments made in the Materials, their titles or attribution, and to request the discontinuation of the use of the Materials.
- 5.3. The Contractor is required to ensure that they have all the rights to assign the economic rights in the foregoing manner and grant a licence for moral rights.
- 5.4. The manner or territory of using the Materials is unlimited, i.e. they can be used in any manner (including in the online environment) and all over the world.
- 5.5. The information collected by the Contractor under the Contract or any processing thereof will be deemed to be the property of the Contracting Authority. In the event of the expiry of the Contract or at the request of the Contracting Authority, the Contractor will be obliged to

immediately hand over to the Contracting Authority, at its own expense, all such information in its possession. The Contracting Authority also owns the medium through which the Materials are reproduced.

- 5.6. Any and all projects, plans, drawings, specifications and other documents in any form and of any content that have been created by the Contractor under this Contract or that have fallen into the possession or under the control of the Contractor on the basis of the Contract upon the performance of the Contract, are deemed under ownership of the Contracting Authority. Unless otherwise agreed by the Parties, upon the expiry of the Contract or at the request of the Contracting Authority, the Contractor is required to immediately return all the documents, other information media and technical tools referred to above that are in the Contractor's possession to the Contracting Authority at the Contractor's expense.
- 5.7. If the Contracting Authority does not require the Contractor to deliver the documentation specified in the Contract after the expiry of the Contract, the Contractor will be obliged to retain such documentation at its own expense for 3 years from the expiry of the Contract. The Contractor is required to deliver the foregoing documentation to the Contracting Authority at the Contractor's expense within 30 days of the receipt of the corresponding notice. After the expiry of the retention period, the Contractor has the right to destroy the documentation in full or in part and the Contractor's right to require documents expires. The Contractor is required to deliver to the Contracting Authority the documents and information required to exercise the Rights under this Contract even without the corresponding claim of the Contracting Authority.
- 5.8. If a third party hinders the Contracting Authority from exercising the intellectual property rights arising from the Contract or violates these rights, the Contracting Authority will notify the Contractor thereof who will immediately take any necessary measures to enable the rights arising from the Contract to be exercised and to terminate the violation of the rights of the Contracting Authority. If the Contractor takes such measures, the Contracting Authority will cooperate with the Contractor to the required extent.
- 5.9. If a claim is filed against the Contracting Authority due to a violation of copyright as a result of the provision of the Service, the Contractor will be liable for the damage caused to the Contracting Authority.

6. Confidentiality

- 6.1. Confidential information is understood by the Parties to include the information, personal data, security data and documents clearly marked for internal use and other information that has become known during the performance of the Contract the disclosure of which could harm the interests of the Contracting Authority. Confidential information does not cover information the duty of disclosure of which arises from legislation, provided that such disclosure is carried out in the manner that is as limited as possible.
- 6.2. According to the confidentiality requirement, the Contractor undertakes not to disclose, during the term of the Contract or later, confidential information of the Contracting Authority without the written consent of the Contracting Authority. The Contractor protects the confidentiality of the information that has become known to it in the course of the performance of the Contract.
- 6.3. The Contractor undertakes not to use, without the written consent of the Contracting Authority, any document or information relating to the Contract, except in cases necessary for the performance of the Contract. All documents other than the Contract and its annexes are the property of the Contracting Authority and, if the Contracting Authority so requires, the Contractor is obliged to return them to the Contracting Authority after the expiry of the Contract.
- 6.4. Disclosure of information marked for internal use to any third party is prohibited.
- 6.5. If the Contractor needs to enter territory that is in the area of governing of the Ministry of Defence for the purpose of performing the Contract, the Contractor must follow the security conditions in force. If the Contractor uses subcontractors in the territory, they need to be approved by the Contracting Authority in writing in advance and all of the security conditions provided for in the Contract apply to them as well. The Contractor is liable for the subcontractors' compliance with the security conditions.

- 6.6. A notification related to the object or performance of the Contract that is aimed at the public, including press releases and reference to the Contracting Authority in advertising or in an online publication, is permitted on the basis of the Contracting Authority's explicit consent granted in a format that can be reproduced in writing.

7. Liability of the Parties

- 7.1. The Contractor is liable for any breach of Contract, in particular if the Service does not meet the requirements agreed upon in the Contract and its annexes. A Service is deemed to be non-compliant, *inter alia*, if the Contractor fails to provide proper documentation of the performance of the Service, fails to deliver it on time, fails to perform it properly or fails to provide the Contracting Authority with information on the performance of the Contract, etc.
- 7.2. If the Contractor breaches an obligation arising from the Contract and the breach can be remedied, the Contracting Authority has the right to file a claim against the Contractor for the elimination of breaches (hereinafter also the Claim), giving the Contractor a reasonable period of time (depending on the nature of the Service, the circumstances of the breach, etc.). The foregoing Claim only applies to such obligations for which the Contracting Authority considers it reasonable on the basis of the nature of the obligation and if the Contracting Authority is interested in the remedy. If the Contractor fails to perform an obligation arising from a Claim within the time limit set for that purpose, the Contractor shall pay the Contracting Authority a contractual penalty of up to 0.5% of the price of the Contract for each day of delay, which was the initial time period for the performance of the obligations, but not more than 50% of the price of the Contract.
- 7.3. If the Contractor exceeds the deadline agreed upon in the Contract for the performance or delivery of the Service, the Contracting Authority is entitled to claim a contractual penalty from the Contractor of up to 1% of the Contract price for each day of delay. In the event of a breach of the Contract other than a failure to meet the deadline, the Contracting Authority shall be entitled to claim from the Contractor a contractual penalty of up to EUR 500 per case of breach.
- 7.4. In the event of a breach of the confidentiality requirement, the Contracting Authority has the right to impose and the Contractor is required to pay a contractual penalty of up to EUR 10,000 per respective instance.
- 7.5. In the event of a delay in payment of the invoice by the Contracting Authority, the Contractor has the right to charge the Contracting Authority the late interest provided for in subsection 113 (1) of the Law of Obligations Act on the overdue amount for each day of delay in payment, provided that the Contracting Authority has been notified of the delay within thirty (30) days of its emergence. The total amount of late interest will not exceed 10% of the overdue amount.
- 7.6. In the event of the damage caused to the Contracting Authority and to third parties by the failure to perform obligations agreed upon in the Contract or by improper performance thereof, the Contractor undertakes to restore the situation prior to the damage or to compensate the Contracting Authority's incurred expenditure in order to restore the situation.
- 7.7. In addition to the cancellation of or withdrawal from the Contract, the Parties are entitled to claim a contractual penalty for a material breach of the Contract in proportion to the damage caused.
- 7.8. Contractual penalties and late interest shall be paid within 28 days from the receipt of a respective claim. The Contracting Authority has the right to deduct the amounts of the contractual penalty claims and claims for damages filed by the Contracting Authority from the fee payable to the Contractor.
- 7.9. The right to claim contractual penalties and late interest is valid for 180 days from the date of discovery of the respective breach.
- 7.10. The purpose of the contractual penalty is to ensure the performance of an agreed upon obligation, not to replace the performance thereof. Claiming the contractual penalty does not deprive the Contracting Authority of the right to claim compensation for damage caused by any breach of the Contract.

8. *Force majeure*

- 8.1. A breach of obligations arising from the Contract is excusable if the Party has breached the obligation due to *force majeure*. The Parties understand *force majeure* as a circumstance that the Party in breach was unable to control and could not be reasonably expected to take into account when entering into the Contract, or to avoid it, or to avoid the impediment or its consequence, such as natural disasters, general power cuts, acts of war or blockades. The Parties do not regard the inability of a third-party contracting partner of the Contractor to perform the Contract as *force majeure*.
- 8.2. If any circumstance of *force majeure* caused the non-performance of the Contract within the period prescribed in the Contract or in its annexes and its effect is temporary, the conduct of the Party in breach of a contractual obligation is excusable only at the time when *force majeure* prevented performance of the obligation.
- 8.3. The term for performance of a contractual obligation shall be postponed due to the occurrence of *force majeure* according to the time the circumstance was in effect.
- 8.4. A Party who cannot perform their obligations due to *force majeure* will immediately notify the other Party of the emergence and cessation of such a situation. Failure to provide notice or untimely notice deprives the Party of the right to refer to the excusability of the breach, i.e. the occurrence of *force majeure*, and the Party having breached the obligation of giving notice will be liable for a breach of their contractual obligation pursuant to the provisions of the Contract.
- 8.5. If the effect of *force majeure* is permanent and does not allow the Parties to perform their contractual obligations in full or in part, the Parties may cancel or withdraw from the Contract by submitting a respective declaration of cancellation of or withdrawal from the Contract to the other Party.
- 8.6. The Parties shall not consider the pandemic caused by Covid 19 as *force majeure* at the time of the conclusion of this Contract. In the event that new unforeseen constraints related to the Covid 19 pandemic are introduced after the conclusion of this Contract which make it impossible or prevent the performance of the Contract, this may be considered as *force majeure*.

9. Grounds for termination of Contract

- 9.1. In the event of the cancellation of/withdrawal from the Contract, the Contracting Authority will grant the Contractor a reasonable term for the performance of the Contract, which may generally not be longer than 30 days. The term granted for the performance of the Contract does not relieve the Party from liability for the breach of an obligation.
- 9.2. The Contracting Authority is not obliged to grant a term for the performance of the Contract upon cancellation of/withdrawal from the Contract in the event of a material breach of the Contract. In such an event the Contracting Authority submits to the Contractor a written declaration of cancellation of/withdrawal from the Contract within a reasonable time after becoming aware of the material breach of the Contract. Cancellation of/withdrawal from the Contract will be deemed to have occurred as of the receipt of the declaration of cancellation of/withdrawal from the Contract by the Contractor.
- 9.3. Upon expiry of the additional term granted for the performance of the Contract, the Contracting Authority may submit to the Contractor a written notice of cancellation of or withdrawal from the Contract. Cancellation of or withdrawal from the Contract will be deemed to have occurred as of the receipt of the declaration of cancellation or withdrawal by the Contractor. A declaration of cancellation of or withdrawal from the Contract does not have to be submitted if the Contracting Authority has, when granting the additional term, explained in writing in advance that the Contracting Authority will cancel/withdraw from the Contract if the contractual obligation is not performed during the term. In this case, the Contract will expire after the term set by the Contracting Authority for the performance of the Contract expires and provided that the Contractor has not offered appropriate performance to the Contracting Authority.
- 9.4. A Party has the right to cancel or withdraw from the Contract without an additional term if the other Party has committed a material breach of the obligations arising from the Contract

(material breach). Material breaches include:

- 9.4.1. a breach of the obligations arising from the Contract intentionally or due to gross negligence;
 - 9.4.2. the Contractor has failed to perform their obligations within the additional term granted by the Contracting Authority;
 - 9.4.3. the Contractor submits to the Contracting Authority a notice of refusal of performance;
 - 9.4.4. submission of false or forged information, including on the absence of a conflict of interest;
 - 9.4.5. a breach of the duty of confidentiality;
 - 9.4.6. the breach of an obligation gives a Party a good reason to assume that the other Party will also fail to perform the obligation in the future;
 - 9.4.7. the Contractor breaches the law in relation to the provision of the Services that are the object of the Contract during the Contract period.
- 9.5. The Contracting Authority has the right to cancel the Contract extraordinarily if a bankruptcy decision has been made or a liquidation process has been initiated in respect of the Contractor or the authorisations of the Contractor required for the performance of the Contract expire and the Contractor does not extend them or extending the authorisations is not possible due to reasons not dependent on the Contractor.
- 9.6. The Contracting Authority has the right to cancel or withdraw from the Contract at any time by notifying the Contractor of this at least 30 days in advance.
- 9.7. Upon cancellation, the Parties are not obligated to perform the Contract. Upon the cancellation of or withdrawal from the Contract, the Parties are obliged to return to each other everything already delivered in advance for the time following the termination of the Contract according to the procedure set forth in the Law of Obligations Act.

10. Contact persons

- 10.1. The organisation of the performance of the contractual obligations of the Parties and the transmission of any notices, claims and other documents set forth in the Contract takes place through the contact persons.
- 10.2. The contact person of the Contracting Authority is Risto Saimla, risto.saimla@mil.ee and Anu Vasar, anu.vasar@rkik.ee.
- 10.3. The contact person of the Contractor is Andrew Foxley, a.foxley@livelinkaerospace.com and David Youngs, d.youngs@livelinkaerospace.com.
- 10.4. Any notices that have no legal consequences may be submitted in a format that can be reproduced in writing and must be addressed to the contact persons of the Contract, unless otherwise stipulated in the Contract.
- 10.5. A Party will notify the other Party of any change in the contact person or their details by a unilateral declaration without delay, at the latest within 5 calendar days of the change. This notice will not be considered an amendment to the Contract.

11. Final provisions

- 11.1. The Contract will enter into force as of sending the Contract signed by the Contracting Authority to the Contractor's email address and it will remain in effect until the performance of the contractual obligations. The term for performance of the Contract is 4 months as of the entry into force of the Contract.
- 11.2. The language of performance of the Contract is Estonian and English, unless otherwise agreed upon by the Parties.
- 11.3. Upon performance of the Contract and in the case of disputes arising from the Contract, the Parties are guided by the legislation of the Republic of Estonia, unless otherwise agreed upon by the Parties.
- 11.4. The Parties have agreed to take all steps to resolve any differences of opinion by way of negotiations. Should negotiations fail, the dispute will be resolved in the Harju County Court

pursuant to the legislation of the Republic of Estonia, unless otherwise agreed upon by the Parties.

- 11.5. The invalidity of any single provision of the Contract will not result in the invalidity of the entire Contract or other provisions of the Contract.
- 11.6. Neither Party is entitled to transfer their contractual rights and obligations to third parties without the written consent of the other Party.
- 11.7. Amendments to the Contract may be agreed upon on the basis and to the extent provided for in the Public Procurement Act.
- 11.8. Amendments to the Contract are valid if made in writing. Upon failure to adhere to the requirements of the written form, the amendments to the Contract are null and void. Any amendments to the Contract will enter into force after signing by the Parties or on the date specified by the Parties.
- 11.9. Notices relating to the Contract shall be sent to the other Party at the email or postal address indicated in the Contract. A Party must immediately inform the other Party of any changes in the address.
- 11.10. Notices of legal significance and other information must be communicated between the Parties in writing or by email with digital signature. A notice will also be considered received if sent from a post office with a returnable acknowledgement of receipt to the address provided in the Contract and 5 days have passed from posting. A notice sent by email will be deemed to have been delivered on the next working day.
- 11.11. This Contract has been digitally signed by both Parties and has been delivered with signatures of both Parties.

12. Annexes

- 12.1. Annex 1. Technical Specifications
- 12.2. Annex 2. Tender

13. Details of Parties

Contracting Authority:

Estonian Centre for Defence Investments
registry code 70009764
Järve 34a
11314 Tallinn

Ministry of Defence
registry code 70004502
Sakala 1
15094 Tallinn

Contractor:

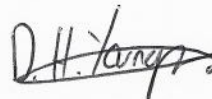
LIVELINK AEROSPACE LIMITED
registry code 10393504
Lavant House
Lavant
West Sussex
PO18 9AB



(signature, date)

20/09/2024

Ivar Janson
Head of Procurement Department



(signature, date)

30/09/2024

David Youngs
Company Managing Director

Tuuleenergia taristuarenduse mõjude hindamine mereseiresüsteemidele/Assessing the impacts of wind energy infrastructure development on maritime surveillance systems

Teenuse nõuete kirjeldus/Description of required service

No.	Nõude kirjeldus	Description of the requirement
1.	Hanke eesmärk on sõlmida konsultatsiooniteenuse hankeleping sõltumatut ekspertiisi esindava kompetentse ettevõttega, eesmärgiga modelleerida ja hinnata tuuleenergiaga seotud taristu mõju mereseiresüsteemidele, lähtudes Eesti mereala planeeringus sätestatust ning pakkuda kliendile analüüsil põhinevaid valikuid kompensatsioonimeetmete sätestamiseks	The objective of the tender is to conclude a contract for consultancy services with a competent independent expert company, with the aim of modelling and assessing the impact of wind energy infrastructure on maritime surveillance systems, based on the provisions of the Estonian Maritime Spatial Plan, and to provide the client with options for the provision of compensation measures based on the analysis
2.	Avamere tuuleparkide rajamisega seotud üldine taustteave on kättesaadav Eesti Tarbijakaitse ja Tehnilise Järelevalve Ameti veebilehel: https://ttja.ee/en/business-client/buildings-construction/superficies-licences-offshore-wind-farms	General background information on the establishment of offshore wind farms is available on the website of the Estonian Consumer and Technical Regulatory Authority: https://ttja.ee/en/business-client/buildings-construction/superficies-licences-offshore-wind-farms
3.	Eesti merealade planeeringualadega seotud kaardimaterjal on kättesaadav Maa-ameti geoportaalis: https://xgis.maaamet.ee/xgis2/page/app/TTJAhoonestusload	Mapping material related to the Estonian maritime planning areas is available on the Geo-portal of the Land Survey of Estonia: https://xgis.maaamet.ee/xgis2/page/app/TTJAhoonestusload
4.	Uuringut teostav spetsialist peab omama pädevust ja varasemat kogemust ja tõendab taasesitatavas vormis, koos referentsi(de)ga varem tehtud töö(de)le, oma pädevust ja kogemust inimtekkelise merelise taristu poolt sõjalistele mereseiresüsteemidele põhjustatud mõjude hindamisega	The specialist carrying out the study must have competence and previous experience and shall demonstrate in a reproducible form, together with reference(s) to previous work carried out, its competence and experience in the assessment of the effects of man-made marine infrastructure on military maritime surveillance systems
5.	Hankelepingu alusel hindab uuringut teostav pakkuja inimtekkelise merelise taristu mõju sõjalistele mereseiresüsteemidele ning pakub teostatavaid ja rakendatavaid lahendusi selle mõju kompenseerimiseks järgmistel juhtudel: a) inimtekkelise merelise taristu mõju rannikul asuvalle seirevõrgule, mis koosneb aktiivsetest radarisüsteemidest, mis katavad merepinda ja madalat õhuruumi (kuni 2000 jalga), ning elektro-optilistest süsteemidest, mis on paigaldatud statsionaarsetesse asukohtadesse	Under the contract, the study provider will assess the impact of man-made maritime infrastructure on military maritime surveillance systems and propose feasible and implementable solutions to offset this impact in the following cases: a) the impact of man-made maritime infrastructure on a coastal surveillance network consisting of active radar systems covering the sea surface and

No.	Nõude kirjeldus	Description of the requirement
	b) inimtekkelise merelise taristu mõju rannikul asuvatele seirepositsioonidele, mis hõlmavad elektromagnetilises spektris töötavaid passiivseid sensoreid	shallow airspace (up to 2,000 feet), and electro-optical systems installed in fixed locations b) the impact of man-made marine infrastructure on coastal surveillance positions, which include passive sensors operating in the electromagnetic spectrum
6.	Sõjaliste mereseiresüsteemide sensorite täpne asukoht, paigutus ja tehnilised omadused ei ole avalik teave. Need andmed ja teave tehakse kättesaadavaks uuringut teostavale pakkuja vastavalt Eesti Vabariigis kehtivatele seadusandlikele piirangutele.	The exact location, positions and technical characteristics of sensors for military maritime surveillance systems are not public information. This data and information shall be made available to the provider carrying out the survey in accordance with the legal restrictions in force in the Republic of Estonia
7.	TELLITAVATE TÖÖDE HULKA KUULUVAD JÄRGMISED TÖÖD:	THE WORKS TO BE COMMISSIONED INCLUDE:
7.1	Lähteandmete kogumine ning merealadel tuuleenergia taristu arendamisel mereseiresüsteemidele avalduvat mõju käsitlevate poliitikadokumentide, parimate praktikate ja temaatiliste analüüside ülevaate koostamine	Collection of baseline data and compilation of a review of policy documents, best practices and thematic analyses on the impact of the development of offshore wind infrastructures on maritime surveillance systems
7.2	Tuuleenergia taristu mõjude hindamiseks mereseiresüsteemidele (aktiivsed, passiivsed) vajalike tehniliste ja mitte-tehniliste sisendite vajaduse hindamine	Assessment of the need for technical and non-technical inputs to assess the impact of wind energy infrastructure on maritime surveillance systems (active, passive)
7.3	Materjalide ja andmete ettevalmistamine modelleerimise läbiviimiseks eesmärgiga hinnata tuuleenergia taristu mõju mereseiresüsteemidele (aktiivsed, passiivsed)	Preparation of materials and data for modelling in order to assess the impact of wind energy infrastructure on maritime surveillance systems (active, passive)
7.4	Tuuleenergia taristu poolt mereseiresüsteemidele (aktiivsed, passiivsed) avalduvate mõjude modelleerimise ja mõjude analüüsi läbiviimine	Carrying out modelling and impact analysis of the effects of wind energy infrastructure on maritime surveillance systems (active, passive)
7.4.1	Üldiste tuuleenergia taristu poolt mereseiresüsteemidele (aktiivsed, passiivsed) avalduvate mõjude analüüsi läbiviimine lähtudes Eesti mereala planeeringus sätestatust	Carrying out an analysis of the overall impacts of wind energy infrastructure on maritime surveillance systems (active, passive), based on the provisions of the Estonian Maritime Spatial Plan
7.4.2	Detailse tuuleenergia taristu poolt mereseiresüsteemidele (aktiivsed, passiivsed) avalduvate mõjude analüüsi läbiviimine lähtudes Eesti mereala planeeringus sätestatust ning vastavalt kliendi poolt defineeritud arendusalade geograafilisele jaotusele	Carrying out a detailed analysis of the impacts of wind energy infrastructure on maritime surveillance systems (active, passive) based on the provisions of the Estonian Maritime Spatial Plan and according to the geographic distribution of development areas defined by the client [1]
7.5	Tuuleenergia taristu poolt mereseiresüsteemidele (aktiivsed, passiivsed) avalduvate operatsiooniliste mõjude kirjeldamine Eesti merealal	Describing the operational impacts of wind energy infrastructure on maritime surveillance systems (active, passive) in the Estonian maritime area

No.	Nõude kirjeldus	Description of the requirement
7.6	Tuuleenergia taristu poolt mereseiresüsteemidele (aktiivsed, passiivsed) avalduvate operatsiooniliste mõjude kompenseerimiseks meetmete väljatöötamine Eesti merealal	Development of measures to compensate for the operational impacts of wind energy infrastructure on maritime surveillance systems (active, passive) in the Estonian maritime area
7.7.	Raportite koostamine inglise keeles, raportite juurdepääsupiirang lepatakse edukaks osutunud pakkujaga eraldi kokku	Reports will be produced in English, with access restrictions to be agreed separately with the successful bidder
7.8.	Hinnangute koostamine inglise keeles, hinnangute juurdepääsupiirang lepatakse edukaks osutunud pakkujaga eraldi kokku	Evaluation documents will be produced in English, with access restrictions to be agreed separately with the successful bidder
7.9.	Modelleerimise ja analüüsi tulemuste koondi koostamine koos soovitustega kliendiga kokkulepitud formaatides (näiteks tekstidokument, esitlus, GIS failid vm.), produktide juurdepääsupiirang lepatakse edukaks osutunud pakkujaga eraldi kokku	Compilation of a set of modelling and analysis results with recommendations in formats agreed with the client (e.g. text document, presentation, GIS files, etc.), with access restrictions to be agreed separately with the successful bidder
8.	Teostatavate tööde üleandmise lõpptähtaeg on 4 kuud lepingu jõustumisest	The final date for delivery of the works is 4 months from the moment this Contract enters into force

[1] Kliendi poolt defineeritud arendusalade geograafiline jaotus/ [1] Geographical distribution of development areas defined by the client

Arendusala kood/development area designator	Koordinaadid (WGS-84)/Coordinates (WGS-84)
MP1	58° 24' N – 22° 28' E 57° 33' N – 22° 28' E 57° 33' N – 24° 36' E 58° 24' N – 24° 36' E
MP2	58° 32' N – 20° 31' E 57° 40' N – 20° 31' E 57° 40' N – 22° 22' E 58° 32' N – 22° 22' E
MP3	59° 23' N – 21° 22' E 58° 36' N – 21° 22' E 58° 36' N – 23° 40' E 59° 23' N – 23° 40' E

PAKKUMUS

HINDAMISKRITEERIUMID JA HINNATAVAD NÄITAJAD

Viitenumber: 282653

Hankija: Riigi Kaitseinvesteeringute Keskus (70009764)

Hange: Tuuleenergia taristuarenduse mõjude hindamine mereseiresüsteemidele

Pakkumus: 507775

Ettevõtja: LIVELINK AEROSPACE LIMITED (10393504), roll: peapakkuja

OSA 1 – TUULEENERGIA TARISTUARENDUSE MÕJUDE HINDAMINE MERESEIRESÜSTEEMIDELE

Pakkumuse maksumust hinnatakse - Ilma maksudeta

1. Pakkumuse kogumaksumus käibemaksuta

Tüüp ja hindamismeetod: Maksumus, vähim on parim

Osakaal: 100%

Hindamismetoodika kirjeldus: Madalaima väärtusega pakkumus saab maksimaalse arvu punkte. Teised pakkumused saavad punkte arvutades valemiga: "osakaal" - ("pakkumuse väärtus" - madalaim väärtus) / "suurim väärtus" * "osakaal".

Kogus	Ühik	Ühiku hind	Maksumus	KM%	Maksumus KM-ga	Märkused
		322805,000	322805,000	22	393822,100	Assuming the technical information required is available when needed, and the analysis required is as per our proposal

Osa maksumus kokku KM-ta: 322805,000

Osa maksumus kokku KM-ga: 393822,100

Pakkumuse maksumus kokku

Maksumus kokku KM-ta: 322805,000

Maksumus kokku KM-ga: 393822,100