

Procurement Document “ADDITIONAL INFORMATION”

1. Division of public procurement into lots

- 1.1 The contracting authority does not divide the public procurement into lots and concludes a contract with one tenderer for development of ESGTool platform. The development must form an interoperable single whole and execution of the procurement contract by one tenderer ensures quality and expedient and economical use of the contracting authority's financial resources. It will also allow for financial savings on support services.
- 1.2 The contracting authority does not take into account the life cycle costs to determine the economically most advantageous tender, as it is impossible for the tenderers in this procurement to provide indicators for the costs referred to in § 86 (2) (2) of the Public Procurement Act, which could be compared with each other. As a result of the contract performance, there will be no creation of a complete information system solution that would require (significant) additional expenses, such as for hardware or various indirect costs, which could be taken into account and considered in the evaluation of tenders in this procurement procedure. The contracting authority takes into account that the costs incurred for the management and maintenance of the object of the public procurement until the end of the project (i.e., until 31.12.2025) are included in the total cost of the public procurement.

2. Submission of a joint tender, participation of a branch of a foreign company in the procurement procedure, and reliance on the resources of another economic operator

- 2.1. When submitting a joint tender the joint tenderers must designate from among themselves a representative authorised to carry out operations related to the public procurement and the awarding and performance of the public contract.
- 2.2. If the tender is submitted by a branch of a foreign company, the Single Procurement Document must be submitted for the foreign company and the contracting authority will verify the grounds for exclusion regarding the foreign company.
- 2.3. When relying on another person's funds, a single procurement document must also be submitted for the person whose funds are being relied on.

3. Tender

- 3.1 A tender is confidential until a decision to declare the tender successful has been made. Information contained in a tender may be disclosed only in the circumstances and to the extent provided for in the Public Procurement Act. The tenderer must indicate in the tender any information that is the tenderer's trade secret and must state the reasons for designating the information as a trade secret. Information as a business secret is determined on the basis of the provisions of subsection 2 of § 5 of the Restriction of Unfair Competition and Protection of Business Secrets Act. The tenderer may not designate as a trade secret the information provided by subsection 1 of § 46¹ of the Public Procurement Act. The contracting authority must not disclose the content of the tender in the part falling under a business secret. The contracting authority is not liable for the disclosure of a business secret to the extent that the tenderer has not indicated it as a business secret.
- 3.2 The tender must comply with the terms set out in the procurement documents, contain the required documents and be prepared as required. The information provided in the tender must be provided in such a manner as to enable the contracting authority to verify that it complies with the terms set out in the procurement documents.
- 3.3 The tender must be submitted in Estonian or English.

4. Grounds for rejection of all tenders

- 4.1 The procurer has the right to reject all tenders submitted or deemed appropriate at any time before the conclusion of the public contract in accordance with the provisions of subsection 1 of § 116 of the Public Procurement Act or if the cost or expense of a successful tender exceeds

the expected cost of the public procurement or the price or cost of the public contract determined in the procurement documents . If all tenders are rejected, the contracting authority make take a reasoned decision to that effect.

Pursuant to clause 2 of subsection 1 of § 24 of the Public Procurement Act, the estimated value of a supply contract the subject matter of which is the hire-purchase of supplies is in the case of a fixed-term contract with a term of over 12 months, the estimated total value of the contract along with interest and the estimated residual value of the supplies after the expiry of the period of validity of the public contract.

4.2 The contracting authority may upon justifiable need declare on its own motion the procurement procedure as ineffective. A justifiable need may include primarily, but not only:

- 4.2.1 a need to significantly change the subject matter of the public contract;
- 4.2.2 if the conditions on the basis of which the public procurement was carried out have changed significantly, making it unnecessary or impossible to award the public contract;
- 4.2.3 if it is not possible to eliminate the inconsistencies in the procurement procedure and therefore the procurement procedure cannot be lawfully completed.

5. Declaring a tender successful

- 5.1 Tenders that have been declared suitable will be assessed by the contracting authority on the basis of a 100 value point system. The most economically advantageous tender is declared to be successful on the basis of the award criteria "according to the descriptions in the evaluation methodology.
- 5.2 In case of tenders with equal total costs, the procuring entity will declare as successful the tender that has been awarded the highest sum of points for the evaluation criteria "Risk Analysis (for both detailed time and activity schedule)" . If the sum of the value points awarded for the "Risk Analysis (for both detailed time and activity schedule)" criteria is equal, the bidder who was awarded more points in the criterion "Cost of the tender" is considered successful. If even then there are bids with equal value, the procurer organizes a raffle to determine the successful bid, allowing the bidders who submitted a bid of equal value to be present at the raffle.
- 5.3 The value of the tender must be final and include all costs according to the procurement documents, as well as costs not mentioned there which are necessary for the proper performance of the public contract. Values with zero or a negative value are not allowed to be used, and the contracting authority has the right to declare such tenders unsuitable and reject them. The contracting authority will not reimburse the tenderer for any additional costs or make additional payments when performing the public contract.

6. Other provisions

- 6.1 Every reference that the contracting authority makes in the procurement documents to any ground specified in subsection 2 of § 88 of the Public Procurement Act (e.g. a standard, technical approval, technical reference system) must be read as if it was accompanied by the words 'or equivalent'. Every reference that the contracting authority makes in the procurement documents to a specific source, process, trademark, patent, type, origin or type of production must be regarded as meaning that it is accompanied by the words 'or equivalent'.
 - 6.1.1.** If the tenderer offers an item equivalent to the one mentioned in the technical description, a corresponding note must be made in the tender, and evidence proving the equivalence, such as data, documents, etc., must be submitted along with the tender.
- 6.2 Procurement documents are prepared in Estonian and English (excluding technical specification form for submitting detailed cost of the tender). Upon discrepancies between the Estonian and English wordings of the procurement documents, the provisions set out in the Estonian wording of the procurement documents are adhered to. The procurement documents in Estonian are prevalent.
- 6.3 The Estonian Ministry of Economic Affairs and Communications concludes a public contract with the successful tenderer.

- 6.4 A tenderer who has at least one of the grounds for exclusion as specified in clauses 1 to 3 of subsection 1 of § 95 and clauses 2 to 11 of subsection 4 of § 95 of the Public Procurement Act, may provide evidence in the procurement to the effect that it has taken measures to restore its reliability. Such measures may be, for instance, the payment of compensation in respect to damage caused by an offence or assumption of the respective obligation, active collaboration with the investigating authorities and clarification of the facts and circumstances in a comprehensive manner or technical, organisational and staff measures that allow for the prevention of further offences. The contracting authority evaluates the evidence and where the contracting authority considers the evidence to be sufficient to prove the reliability of the tenderer, the contracting authority or entity does not exclude the tenderer from the procurement procedure by a respective reasoned written decision and may award the contract to the tenderer or in spite of the existence of the ground for exclusion. In case of self-cleaning, the contracting authority applies the provisions of § 97 of the Public Procurement Act.