

## INVITATION TO TENDER

Small-scale procurement: "Create a training program and train trainers for the application of restorative justice methods in resolving intimate partner violence cases through mediation."

### 1 General data

1.1	Contracting authority	Social Insurance Board Registration code 70001975 Paldiski mnt 80, 15092 Tallinn
1.2	Title of the procurement	"Creation of a training program and training of trainers for the application of restorative justice methods in resolving intimate partner violence cases through mediation"
1.3	Email address for information and <u>submission of offers</u>	<a href="mailto:Triin.toitoja@sotsiaalkindlustusamet.ee">Triin.toitoja@sotsiaalkindlustusamet.ee</a> The project of the conditions for granting support "Supporting Children and Families" under Measure 21.4.7.9 "Services aimed at children and families are of high quality and meet the needs of families" of the 2021–2027 Cohesion Policy Funds.
1.4	<b>Deadline for submission of tenders</b>	At the latest <b>11.11.2024 at 12:00 (Estonian time)</b> . Tenders submitted after this deadline will not be considered.
1.5	Term of validity of the tender (as of the deadline for submission of tenders)	<b>60 days</b> . By submitting a tender, it is considered that the tender is valid for at least the specified period, and the tenderer does not have to indicate the validity period of the tender separately in the tender (it can be indicated if it is longer than those above).
1.6	Expected schedule of the procurement and deadline for execution of the procurement contract	The deadlines presented in the schedule below are indicative and have no legal meaning. If, for any reason, it is not possible to conclude the procurement contract by the stated deadline, the deadlines listed below will be postponed by the corresponding time. 1. Signing of the procurement contract - 21.11.2024. 2. Execution of the contract - 30.05.2025.
1.7	Annexes to the invitation to tender	Annex 1 – Technical specification. Annex 2 - Guide to the mediation service in cases of intimate partner violence. Annex 3 - Process diagram in cases of intimate partner violence Annex 4 – Draft of the contract of mandate, Annex 5 – CV form. Annex 6 – Tender form.
1.8	The list of documents and data that the tenderer submits as part of the tender	1. The tender in the prescribed form (Annex 5 and Annex 6). 2. Trade secret information if the tender contains a trade secret.

1.9	Conditions of compliance	<p><b>1. Conceptual design of the training program.</b>  <i>The tender must contain a conceptual design of the offered training program, which must meet the conditions stipulated in the procurement documents.</i></p> <p><b>2. CVs of the team members.</b></p>
1.10	Evaluation criteria	<p>The most economically advantageous with the following criteria and weights/point distribution:</p> <p><b>1. Description of the training program and compliance with the goal set by the Contracting Authority: 50 points.</b> Fifty points will be awarded to the tender that most accurately meets the Contracting Authority's expectations: the training program is suitable for the target group, thoroughly thought out (gives a clear and well-founded overview of what is done with what kind of results); the methodology used is goal-oriented and innovative (corresponds to modern trends in teaching adults and is based on active learning methods) and allows the goals described in the terms of reference to be achieved in the best possible way.</p> <p>a. <i>if the tender contains all the information required in the training description, it is provided in detail and comprehensively and fully meets the requirements, the tender will receive 50 points for the corresponding sub-criterion.</i></p> <p>b. <i>if the tender contains all the information required in the training description, but the information is superficial, one-sidedly justified, with a low level of detail, and only repeats what is stipulated in the technical specification, the tender will receive 30 points for the corresponding sub-criterion.</i></p> <p>c. <i>if all the data required in the training description are only partially provided in the tender, or the requested data is missing, the tender will receive 0 (zero) points for the corresponding sub-criterion.</i></p> <p><b>2. The cost of developing a training program is 30 points.</b>  <i>The offer with the lowest value will receive the maximum number of points. Other offers will receive proportionally fewer points, calculated using the formula "lowest value" / "value of the offer" / "weight."</i></p> <p><b>3. The total cost of conducting the training (the trainer's fee for the training day + the cost of travel and accommodation) is 20 points.</b></p>

		<i>The offer with the lowest value will receive the maximum number of points. Other offers will receive proportionally fewer points, calculated using the formula "lowest value" / "value of the offer" / "weight."</i>
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## **2. Instructions for preparing and submitting a tender**

- 2.1. Checking workloads. The tenderer undertakes to check the description, quantities, and volumes of the services and works set out in the invitation to tender and to prepare a tender keeping in mind that the cost of the tender should include all works and services (including, if necessary, items) necessary for the proper execution of the procurement contract and the achievement of the objectives described in the invitation to tender.
- 2.2. The costs of preparing the tender. The tenderer shall bear all costs related to preparing and submitting the tender. The currency of the tender is the euro.
- 2.3. Obtaining additional information about the invitation to tenders (Section 46 of the PPA). Clarifications and further information about the call for tenders can be obtained by submitting a question to the e-mail address specified in point 1.3. The Contracting Authority shall explain the invitation to tender by e-mail to all persons who have received the invitation to tender within 3 (three) working days of receiving the request for clarification. The Contracting Authority is not obliged to respond to requests for clarification if there is not at least one working day between the receipt of the request for clarification and the deadline for submission of tenders.
  - 2.3.1. The Contracting Authority is not responsible for delays, failures, or interruptions caused by circumstances beyond its control, such as force majeure, power outages, disturbances in the provider's or supplier's telephone or internet connection, or other electronic equipment and tools, including software.
- 2.4. Equivalence. Every reference that the Contracting Authority makes in the technical specification to any of the bases specified in Section 88, subsection 2 of the PPA (standard, technical certificate, technical control system, etc.) as a criterion for compliance of the tender with the technical specification, must be read in such a way that it is supplemented with the notation "or equivalent." Any reference made by the Contracting Authority in the technical specification to the source of purchase, process, brand, patent, type, origin, or production method shall be read as supplemented by the notation "or equivalent." Equivalence means the same usage characteristics and functionalities. In case of equivalence, the tenderer must submit documents proving this in the tender.
- 2.5. Trade secret. The tenderer shall indicate in the offer distinguishable which information is the tenderer's trade secret and justify the designation of the information as a trade secret. Designation of information as a trade secret is based on the provisions of section 5, subsection 2 of the Restriction of Unfair Competition and Protection of Business Secrets Act. The Contracting Authority points out that the tender of the successful tenderer is public (section 110 subsection 5 of the PPA), except for the part rightfully defined by the tenderer as a trade secret. The tenderer may not designate as a trade secret: 1) the cost or partial costs of the tender; 2) in the case of a contract for services, in addition to what is referred to in point 1, other numerical indicators characterizing the tender corresponding to the tender evaluation criteria. The Contracting Authority does not disclose the content of the tenders in the part covered by trade secrets (Section 46<sup>1</sup> of the PPA).

## **3. Small-scale procurement procedure**

- 3.1. Opening of tenders. The opening of tenders is not public, and no protocol is drawn up regarding it.
- 3.2. Negotiations. The tenderer has the right to negotiate tenders with tenderers if necessary. Negotiations are not mandatory for the Contracting Authority, and if the Contracting

Authority has no questions regarding the tender, the Contracting Authority can make procurement decisions without conducting negotiations. If the Contracting Authority deems it necessary to hold talks, the Contracting Authority ensures equal treatment of tenderers during the negotiations and follows the following procedure:

- 3.2.1. Negotiation form. The Contracting Authority has the right to negotiate by e-mail or orally. In the case of oral negotiations, a protocol is drawn up, which is signed by at least one representative of the Contracting Authority and at least one representative of the tenderer.
- 3.2.2. Content of negotiations. The conditions that are the object of the talks are determined by the Contracting Authority, whereby negotiations are allowed regarding both the content of the tender and the cost of the tender. The Contracting Authority has the right to abandon one or more services, work, or items described in the tender or reduce their volumes or quantities, regardless of the reason (for example, the total cost of the tender exceeds the budgetary possibilities of the Contracting Authority, etc.), while also wholly abandoning the ordering or purchase of such services, works or items or, if necessary, ordering such services, works or items from third parties;
- 3.2.3. Confidentiality. Negotiations are confidential, and their contents are not disclosed to other tenderers or persons except in the cases stipulated by legislation.
- 3.2.4. Submitting a corrected tender. During the negotiations, the Contracting Authority has the right to propose that the tenderers submit a revised tender. If the tenderer does not submit a revised tender by the deadline set by the Contracting Authority, the tender initially submitted by the tenderer is deemed valid.
- 3.3. Elimination of a tenderer. The Contracting Authority has the right to exclude the tenderer from the procurement procedure and declare the tender non-compliant if:
  - 3.3.1. The tenderer has provided false information to the Contracting Authority.
  - 3.3.2. Direct or indirect participation in the preparation of this procurement procedure. Section 95 subsection four clauses 7 of the PPA: "whose tender or request to participate has been created with the involvement of a person who has participated in preparing the same public procurement or who is otherwise related to the authority or entity and who, as a result, possesses information that gives them an advantage over other participants in the procurement; and the distortion of competition that this creates cannot be avoided by any other means." If there is a basis for exclusion from the procurement procedure, the entrepreneur can, if they wish, provide evidence that they have taken measures to restore their credibility.
  - 3.3.3. Conflict of interest related to participation in the procurement procedure. Section 95 subsection four, clause 6 of the PPA "if the conflict of interests cannot be avoided by other means." If there is a basis for exclusion from the procurement procedure, the entrepreneur can, if they wish, provide evidence that they have taken measures to restore their credibility.
- 3.4. Check compliance with the tender (Section 114 of the PPA). The Contracting Authority recognizes the tender as compliant if it meets the requirements outlined in the invitation to tender or if there are no substantive deviations from the conditions outlined in the invitation to tender.
  - 3.4.1. The procurer may use the reverse procedure provided for in Section 52, subsection 3 of the PPA.
  - 3.4.2. A tenderer whose tender has been rejected will not participate in the further procurement procedure.
- 3.5. Rejection of all tenders (Section 116 of the PPA). The Contracting Authority may make a reasoned written decision to reject all tenders for the public procurement at any time before the award of the contract if:
  - 3.5.1. if it does not meet the conditions stated in the procurement documents.
  - 3.5.2. suppose the tenderer fails to provide the explanations requested by the procurer by the deadline or based on the tenderer's explanations. In that case, it is

- impossible to unambiguously evaluate the conformity of the tender with the conditions stated in the procurement documents.
- 3.5.3. the costs of all tenders exceed the expected cost of the contract.
  - 3.5.4. During the procurement procedure, the Contracting Authority became aware of new circumstances that preclude or make it impractical for it to complete the procedure under the conditions stipulated in the procurement documents and their annexes.
  - 3.5.5. if it is impossible to eliminate the inconsistencies in the procurement procedure and, therefore, legally complete it.
  - 3.5.6. In the procurement procedure, only one tender is submitted or recognized as compliant, which does not guarantee the effective use of competition.
  - 3.5.7. If a tender is rejected, its cost exceeds the threshold for simple procurement or the threshold for public procurement of social and special services stipulated in the PPA.
- 3.6. The Contracting Authority shall not be liable to the tenderer if all tenders have been rejected under the conditions set out in this document.
- 3.7. Evaluation of tenders. Recognition of a tender as successful (Section 117 of the PPA). The Contracting Authority evaluates all tenders recognized as compliant and recognizes one of the most economically advantageous tenders as successful in the procurement. The Contracting Authority evaluates the economic advantage according to the evaluation criteria stated in point 1.10.
- 3.7.1. If the tenderer was not liable for VAT at the time of submission but becomes liable for VAT after submitting the tender, then the tender price also includes VAT, i.e., VAT will not be added to the cost of the services later.
- 3.8. Equal tenders. In case of equal evaluation results, the successful tender will be determined by drawing lots. The Contracting Authority informs the tenderer of the same number of points at the time and place of the draw. One person per tenderer can participate in the draw. Organizing and conducting the draw:
- 3.8.1. The drawing of lots is the procedure for determining the successful tenderer, which takes place after the tenders have been declared compliant and evaluated. As a result of the drawing of lots, a protocol for drawing lots is drawn up, which also serves as the protocol underlying the decision to identify the successful tenderer. The contract will be concluded with a tenderer who was declared victorious by drawing lots.
- 3.9. Notification of tenderers. The Contracting Authority informs the tenderers about the procurement results within 3 (three) working days after the relevant decision is made, in accordance with the procedure provided for in Section 47 of the PPA.
- 3.10. Signing the contract. Suppose the successful tenderer does not sign the contract within the deadline given by the Contracting Authority or does not begin to fulfill the contract concluded by giving consent within the time specified by the Contracting Authority for reasons arising from the tenderer. In that case, the Contracting Authority will re-evaluate all other tenders by Section 117 subsection of the PPA and recognize as successful the tender that has a more economically affordable cost than the tender recognized as compliant. Suppose the successful tenderer fails to fulfill this obligation, withdraws its tender for reasons beyond the control of the Contracting Authority, or fails to execute the contract within the specified time for reasons beyond the control of the Contracting Authority. In that case, the Contracting Authority can apply the rights provided for in Section 119 of the PPA.
- 3.11. Transfer of the contract. The tenderer cannot transfer the contract to third parties in whole or in part.