

Lihtange „Rahvusvahelise ettevõtjate andmebaasi kasutusõigus“ / Simple procurement
“Acquisition of the right to use the international enterprise database“
Hankedokumendi tõlge inglise keelde / Translation of the Procurement Document to English

Consumer Protection and Technical Regulatory Authority

Simple procurement

"Acquisition of the right to use the international enterprise database"

Procurement object: goods and services

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1. General information

- 1.1. Details of the Contracting Authority: Consumer Protection and Technical Regulatory Authority (CPTRA)
registry code 70003218
address Endla 10a, 10122 Tallinn
Phone: 667 2000, E-mail: info@ttja.ee
Website: <http://www.ttja.ee>
- 1.2. The purpose of the procurement is to obtain the right to use a database containing data on undertakings established and operating in foreign countries in order to obtain the information necessary for the performance of its tasks. More detailed conditions are described in annexes to the procurement document.
- 1.3. The estimated value of the procurement contract is 57 750 euros (excluding VAT).
- 1.4. A procurement contract shall be concluded with the tenderer who submitted the successful tender, the draft of which is presented in Annex 4.
- 1.5. The procurement will be carried out as an electronic procurement in the e-procurement environment at address <https://riigihanked.riik.ee/>. The Contracting Authority shall ensure unlimited and full electronic access to the source documents of the public procurement (hereinafter also the HD) in the e-procurement environment.
- 1.6. In order to participate in the procurement, receive notifications and ask questions through the e-procurement environment, tenderers must disclose their contact details to the Contracting Authority by registering for the procurement on the "Participants in the procurement" page.
- 1.7. When preparing and submitting a tender, the tenderer must take into account the requirements and restrictions arising from the e-procurement environment. The Contracting Authority shall not be liable for any delays, failures or interruptions caused by circumstances beyond the control of the Contracting Authority in the e-procurement environment, e.g. *force majeure*, power outages, disturbances in the telephone or internet connection of the tenderer or the Contracting Authority, or in the operation of other electronic devices and devices, including software, etc. The Contracting Authority shall not be liable for any damage or loss of revenue caused by the use or non-use of the e-procurement environment.
- 1.8. Tenders will be opened electronically in the e-procurement environment.
- 1.9. This procurement document and its annexes are presented in Estonian and English. In the event of a dispute, the Estonian text shall prevail.

2. Proposal for the submission of a tender in a procurement procedure

The Consumer Protection and Technical Regulatory Authority proposes to participate in the procurement "Right to use the international database of entrepreneurs" and to submit a tender in accordance with the terms and conditions set out in the procurement notice and the source documents of the public procurement.

3. Information and explanations

The exchange of information between the Contracting Authority and the undertaking in relation to public procurement takes place electronically via the e-procurement environment (<https://riigihanked.riik.ee/>), on the bases provided for in the Public Procurement Act (hereinafter also the RHR).

4. Verification of grounds for disposal

- 4.1. The grounds for exclusion provided for in the basic documents of the public procurement are available electronically.
- 4.2. The Contracting Authority has the right to carry out an audit of the grounds for exclusion pursuant to the procedure provided for in § 52(3) and § 104 of the RHR, which means that in such a case, the verification of the grounds for exclusion is carried out after the successful tenderer has been selected.
- 4.3. The Contracting Authority shall verify, on the basis of the grounds for exclusion established in the RHR and the source documents of the public procurement, that the successful tenderer (including the joint tenderer) does not have grounds for exclusion from the public procurement.
- 4.4. The Contracting Authority has the right to verify the absence of grounds for exclusion of a tenderer or applicant throughout the public procurement and to require the tenderer or applicant at any time to submit all or some of the relevant documents corresponding to the confirmations submitted in the procurement passport or to submit or supplement the data or documents that enable the clarification or clarification of the content of the submitted documents. If the Contracting Authority becomes aware of the fact that there are grounds for exclusion in respect of the tenderer or applicant, the Contracting Authority may make a decision on the exclusion of the tenderer or applicant and exclude the tenderer or applicant from the public procurement.
- 4.5. The Contracting Authority shall not require the submission of the documents or data specified in subsection 96(31) of the RHR if these documents or the relevant data are available to it free of charge on the basis of the data in the database, or if the Contracting Authority or applicant has such documents or data and they continue to be relevant for the tenderer or applicant to verify the absence of grounds for exclusion.
- 4.6. The Contracting Authority shall exclude from the procurement procedure a tenderer (including a joint tenderer) who has grounds for exclusion specified in § 95(1) of the RHR.
- 4.7. If the Contracting Authority ascertains at any time in the course of the public procurement procedure that the tenderer has the grounds provided for in § 95(1)4 of the RHR, it shall give the tenderer at least three working days for the payment or instalment of the tax arrears. The Contracting Authority may, for good reasons, extend the deadline given to the tenderer or the applicant. If the tenderer has paid the tax arrears by the deadline given by the Contracting Authority, or has postponed the tenderer, the Contracting Authority shall not exclude the tenderer from the procurement procedure.
- 4.8. After verifying whether there are no grounds for exclusion in respect of the successful tenderer, the Contracting Authority shall decide whether or not to exclude the successful tenderer.

5. Tender requirements

- 5.1. The conditions set out in § 110-111 of the RHR must be complied with when formulating and submitting a tender, unless otherwise provided in this document.
- 5.2. In the case of submission of a joint tender, the joint tenderers must appoint an authorised representative from among themselves and the tender must include a

confirmation that the joint tenderers are jointly and severally liable for the performance of the public contract. All joint tenderers must not have grounds for exclusion, in respect of which the required information for all joint tenderers must be submitted.

- 5.3. The tenderer must keep its tender valid for at least 2 months (60 days).
- 5.4. The tender and all documents attached to the tender may be in Estonian and/or English.
- 5.5. The Contracting Authority accepts all common document formats, such as .pdf (Portable Document Format), .txt (Text), .rtf (RichTextFormat), .odt (Open Office) and MS Office formats.
- 5.6. The documents included in the tender (including Annex 3 completed by the tenderer) must be submitted to the e-procurement environment. A tender that has not been submitted through the e-procurement environment will not be taken into account.
- 5.7. The deadline for submission of tenders is published on the general data page of the e-procurement environment. The tenderer is responsible for the timely submission of tenders.
- 5.8. The value of the tender shall be indicated on the e-procurement environment cost form in accordance with clauses 7.3.1 and 7.3.2 of the procurement document and the instructions presented in the e-procurement environment.
- 5.9. The cost of the tender includes the costs of all works, operations, performance of obligations, deliveries and warranty necessary for the proper performance of the procurement contract.
- 5.10. The tenderer may withdraw the tender before the deadline for submission of tenders by submitting a notice to the Contracting Authority in the same format as the tender through the e-procurement environment.
- 5.11. The tenderer is not allowed to submit a conditional tender or present other conditions that do not arise from the procurement documents.
- 5.12. The tenderer shall bear all costs related to the preparation and submission of the tender.
- 5.13. If the tender contains a business secret, the tender must indicate what information is the tenderer's business secret (§ 46¹ of the RHR).
- 5.14. In case of discrepancies between the information provided in the contract notice and other source documents of the public procurement, the information provided in the contract notice shall be taken into account.
- 5.15. Calculation errors in the tender shall be corrected pursuant to § 117(3) of the RHR.

6. Checking the conformity of the tender and declaring it compliant

- 6.1. Pursuant to § 52(3) of the RHR, the Contracting Authority has the right to verify the compliance of tenders with the conditions set out in the source documents of the public procurement and to evaluate the tenders that have been found to be compliant before verifying the absence of grounds for exclusion in respect of the tenderers.
- 6.2. The Contracting Authority shall verify the compliance of the tenders with the conditions set out in the source documents of the public procurement, proceeding from § 114 of the RHR, and shall make a reasoned written decision on declaring the tenders compliant or rejecting them.
- 6.3. The Contracting Authority shall reject the tender if it does not comply with the conditions set out in the source documents of the public procurement, if the award of the public contract on the basis of the tender would violate an international

sanction or a sanction of the Government of the Republic within the meaning of the International Sanctions Act, if the tenderer fails to submit the explanations requested by the Contracting Authority by the deadline or if it is not possible to unambiguously assess the compliance of the tender with the conditions set out in the source documents of the public procurement on the basis of the explanations provided by the tenderer. The Contracting Authority may declare the tender to be compliant if there are no substantive deviations from the conditions specified in the source documents of the public procurement.

- 6.4. A tenderer whose tender has been rejected will not participate in the further procurement procedure.

7. Evaluation and award of tenders

- 7.1. The Contracting Authority shall apply the provisions of § 117 and § 119 of the RHR upon the evaluation and declaration of success.
- 7.2. The criteria for evaluating tenders are the cost of the tender (80%) and functionality (20%).
- 7.3. The criterion is evaluated as follows:
- 7.3.1. **Value of the tender.** The tender with the lowest value is assigned a maximum of 80 value points. Other tenders are assigned value points according to the formula:

$$80 - ('Tender Value' - 'Lowest Value') / 'Highest Value' * 80$$
- 7.3.2. **Functionality of the tender.** The functionality is assessed jointly by the Contracting Authority's evaluation committee on the basis of the data presented in Annex 2. The evaluation committee assigns points to the functionality as follows:

Number of value points	Justification for awarding points
20	The Commission will have a comprehensive overview of the scope and possibilities of the database offered.
0	The overview of the scope and possibilities of the database offered by the committee remained inadequate. The presented example of the ownership structure diagram or diagram was not unambiguous to the committee or the visualised data on the interconnections remained incomprehensible.

- 7.4. The scores achieved in clauses 7.3.1-7.3.2 shall be summed up and the Contracting Authority shall declare the tender that has collected the most value points on the basis of the above criteria to be successful. The accuracy of the evaluation shall be two decimal places.
- 7.5. If two or more tenders have equal scores, the successful tender shall be determined by drawing lots. The procedure for drawing lots shall be determined by the Contracting Authority. Tenderers who have submitted an equal tender have the right to be present at the drawing of lots. The Contracting Authority shall notify the tenderers of the procedure, time and place of the drawing of lots via the e-procurement environment using the contact details provided therein.

8. Rejection of tenders

- 8.1. The Contracting Authority has the right to reject all tenders submitted or declared compliant at any time before the conclusion of the public contract in accordance with the provisions of § 116(1) of the RHR, or if:
 - 8.1.1. In the course of a public procurement, the prerequisites for announcing a procurement change, which make it impossible to realise the procurement (e.g. cutting the budgetary resources of the Contracting Authority), or
 - 8.1.2. the award of a public contract has become impossible or inexpedient for reasons beyond the control of the Contracting Authority.
- 8.2. If all tenders are rejected, the Contracting Authority shall make a reasoned written decision to that effect.

9. Cancellation of the procurement procedure by the Contracting Authority

- 9.1. The Contracting Authority may, if justified necessary, annul the procurement procedure on its own initiative. A justified need may include primarily, but not exclusively:
 - 9.1.1. if there is a need to significantly change the subject matter of the contract;
 - 9.1.2. if the conditions on the basis of which the public procurement is conducted have changed significantly and therefore the conclusion of the public contract proves unnecessary or impossible;
 - 9.1.3. if the inconsistencies that have emerged in the procurement procedure cannot be eliminated and therefore the procurement procedure cannot be completed lawfully. The Contracting Authority shall not be liable for any damage related to the rejection of all tenders or the annulment of the procurement procedure.

10. Award of the procurement contract

- 10.1. The public contract shall be entered into with the successful tenderer whose tender has been declared compliant and successful, in respect of whom the grounds for exclusion provided for in § 95(1) of the RHR do not exist prior to the conclusion of the public contract.
- 10.2. The Contracting Authority gives its consent to the conclusion of the public contract by signing the procurement contract by the representative of the Contracting Authority and forwarding it to the tenderer for signing.
- 10.3. The procurement contract enters into force from the signing of the procurement contract by the last contracting party.
- 10.4. If the tenderer who submitted the tender that has been declared successful fails to sign the public contract within 15 working days from the date of sending the contract signed by the Contracting Authority to the tenderer, or fails to commence the performance of the public contract concluded by granting acceptance within the time specified by the Contracting Authority for reasons arising from the Contracting Authority, the Contracting Authority shall re-evaluate all the remaining tenders pursuant to § 117(1) of the RHR and declare the tender that is the most economically advantageous of the tenders declared to be successful.

11. Annexes to the procurement document

Annex 1 – Translation of the Procurement Document to English

Annex 2 – Technical specifications and functionality in Estonian and English

Annex 3 – Confirmation of compliance of the proposed database with the technical specifications and functionality in Estonian and English

Annex 4 – Draft contract in Estonian and English

Annex 5 – Tender Cost Form in Estonian and English