



Our 04.11.2025 No 20-1.5/4354-1

Invitation to tender for small purchase (supplies)

The Police and Border Guard Board (hereinafter 'the Contracting Authority') invites you to submit a tender in accordance with the conditions set out in this document concerning the invitation to tender for small purchases (hereinafter 'the small purchase document').

1. General terms and conditions

- 1.1** Title of the small purchase: „Levikindel telk“.
- 1.2** Contact person of the Contracting Authority: **Merike Tõnsau**, e-mail: **merike.tonsau@politsei.ee**.
- 1.3** Economic operators have the right to ask for clarifications on the document of the small purchase by submitting questions by email to the contact person of the Contracting Authority. The Contracting Authority shall reply to the economic operators' questions within three working days. The Contracting Authority shall simultaneously forward the questions and answers to all the persons who have been invited to submit a tender. Questions asked over the phone will not be answered.
- 1.4** The Contracting Authority reserves the right to modify, if necessary, the documents relating to the small purchase before the deadline for the submission of tenders. In the event of an amendment of the small purchase documents, the Contracting Authority informs all economic operators invited to submit a tender.
- 1.5** Any reference made by the Contracting Authority in the small purchase document to a standard, technical approval, technical verification system, etc. as a criterion of compliance with the technical specification of the tender shall be read as supplemented by the indication 'or equivalent'. Any reference made by the Contracting Authority in the small purchase document to a source, process, trademark, patent, type, origin, or method of production shall be read as supplemented by the indication 'or equivalent'.
- 1.6** A tender is the tenderer's declaration of intent to conclude a framework contract and shall be binding upon the tenderer from the moment of its submission until the expiry of the minimum time limit for the validity of the tender. By submitting a tender, the tenderer agrees to all the terms and conditions set out in the small purchase document. Submission of a conditional tender is prohibited.
- 1.7** The Contracting Authority shall not award a contract to a tenderer who is in arrears with a national tax, duty or environmental charge within the meaning of the Taxation Act, or with tax or social security contributions within the meaning of the legislation of the country in which it is established. Before awarding the contract, the

Contracting Authority shall verify the tenderer's tax arrears. If the tenderer is in tax arrears, the Contracting Authority shall inform the tenderer thereof and shall allow the tenderer at least three working days to pay the tax arrears. The Contracting Authority may, for duly justified reasons, extend the time limit granted to the tenderer. If the tenderer fails to pay or defer the tax arrears within the time limit set by the Contracting Authority, the Contracting Authority shall not award the contract to the tenderer.

- 1.8 Only tenderers residing or established in Estonia, in another Member State of the European Union, in another Contracting Party to the Agreement on the European Economic Area or in a State party to the Agreement on Government Procurement of the World Trade Organisation shall be eligible for small purchase procedure. The Contracting Authority may exclude a tenderer or a joint tenderer who is ineligible to submit a tender. If a subcontractor has such a ground, the Contracting Authority may require the tenderer to replace such subcontractor.

2. Description of the object of the small purchase

- 2.1 The items offered must not be the subject of an international sanction or originate from the sanctioned regions within the meaning of subsection 1 of § 7 of the International Sanctions Act. At the request of the Contracting Authority, the tenderer shall provide documentary evidence of the origin of the items offered, which make it possible to establish whether the offered items are subject of an international sanction or come from a sanctioned region within the meaning of subsection 1 of § 7 of the International Sanctions Act. The Contracting Authority shall reject any tender on the basis of which the contract to be awarded would be null and void pursuant to subsection 1 of § 7 of the International Sanctions Act.
- 2.2 The tent is designed to provide radio frequency (RF) shielding for sensitive operations, such as digital forensics.
- 2.3 Provides high-level protection against WiFi (2.4 and 5 GHz), Bluetooth, GPS, 5G, RFID, NFC, and other radio frequency signals.
- 2.4 Made from TitanRF™ Faraday fabric and tape, which ensure electromagnetic shielding.
- 2.5 Materials comply with MIL-STD-188-125 and IEEE 299-2006 standards, ensuring reliable electromagnetic shielding.
- 2.6 The tent door closes using magnets or a similar mechanism to ensure radio frequency (RF) shielding.
- 2.7 Internal dimensions of the tent: width × length × height – 180 × 180 × 210 cm (tolerance ±5 cm).
- 2.8 Shielded connections: RJ45, USB Type-A, AC power (220V).
- 2.9 The tent is equipped with LED rope lighting.
- 2.10 Ventilation is provided via honeycomb vents and a fan.
- 2.11 The tent is quickly foldable and portable.
- 2.12 The set includes a wheeled transport case.
- 2.13 Warranty: 24 months from the date of delivery.
- 2.14 Delivery within the city of Tallinn must take place within 35 days from the date of order.
- 2.15 The item shall be handed over with a delivery-acceptance certificate.
- 2.16 Quantity: 1 (one) unit.

3. Requirements for tenders

- 3.1 The tender must include the following:

- 3.1.1 The value of the tender (excluding VAT);
- 3.1.2 The technical specification of the supplies;
- 3.1.3 The delivery time of the supplies.
- 3.2 The tender is valid for **60 days**.
- 3.3 The tender must be submitted to the email address of the contact person of the Contracting Authority merike.tonsau@politsei.ee no later than **13.11.25 14:00**. The Contracting Authority shall not accept late tenders.
- 3.4 The tender shall remain confidential until the conclusion of the contract.
- 3.5 The tenderer shall indicate in the tender which information is a trade secret and justify the reasons for designating it as such. The value of a tender may not be indicated as a trade secret. The Contracting Authority shall not disclose the content of the tenders in so far as they are covered by a trade secret, nor shall it be liable for the disclosure of a trade secret in so far as the tenderer has not designated it as a trade secret.

4. Selection of the successful tender

- 4.1 The Contracting Authority shall verify that tenders submitted on time comply with the requirements set out in the small purchase documents. The Contracting Authority shall reject a tender, if the tender does not meet the conditions set out in the small purchase document.
- 4.2 Among the suitable tenders, the Contracting Authority selects the successful tender on the basis of the lowest price. In case of equal values, the Contracting Authority shall draw lots in order to identify a successful tender, allowing tenderers who have submitted equal tenders to be present during the process.
- 4.3 The Contracting Authority shall award the contract to the successful tenderer in a form capable of being reproduced in writing, on the basis of the terms and conditions set out in the small purchase document and the tender submitted by the successful tenderer. The contract shall be deemed to have been awarded with acceptance of the tender by the Contracting Authority and shall remain in force until the parties have duly fulfilled their obligations.

5. Invoicing conditions

- 5.1 The Contracting Authority only accepts e-invoices. Pursuant to the Accounting Act, an e-invoice operator is a provider of handling service for machine-processable source documents, who is recorded in the Contracting Authority's records in the state register of legal persons. The time limit for the payment must be at least 21 days.
- 5.2 The invoice submitted by the tenderer must comply with the requirements of the legislation in force in the Republic of Estonia, include **the name of the contact person of the Contracting Authority and, if there is a written contract, reference to the contract number**.
- 5.3 Upon receipt of the supplies, the Contracting Authority shall check the conformity of the supplies with the technical specification and the tender as set out in the small purchase document, as well as the quantity of the supplies with the small purchase document. The Contracting Authority shall confirm the act by email no later than three working days after the delivery of the supplies by the contractor.

6. Liability

- 6.1 If the contractor fails to provide the supplies in accordance with the time limits specified in the small purchase documents, the Contracting Authority shall be entitled to and the contractor shall be liable to pay a contractual penalty of 0.15% of the price

of the corresponding delayed supplies for each delayed calendar day, but no more than 50% of the total cost of the public contract.

- 6.2 If the subject matter of the public contract does not comply with the conditions set out in the small purchase document and the contractor's tender, the Contracting Authority is entitled to a contractual penalty of 20% of the total value of the public contract.
- 6.3 In the event of delay in payment of a duly submitted invoice, the contractor is entitled to claim, and the Contracting Authority shall be liable to pay interest of 0.15 % of the amount due for each working day of delay, but not more than 50% of the amount due.
- 6.4 In case of breach of the warranty conditions, the Contracting Authority is entitled to claim, and the tenderer is obliged to pay a contractual penalty of 0.15% of the corresponding contract price for each calendar day of delay, but not more than 50% of the total value of the contract.
- 6.5 The contractual penalty requirements set out in the small purchase document have been agreed to ensure compliance and not to replace compliance.

7. **Warranty**

- 7.1 In case the Contracting Authority has requested a warranty for the supplies to be supplied in clause 2 of the small purchase documents, the contractor shall provide the requested warranty for the supplies covered by the the public contract (including parts of the supplies) from the moment of delivery of the subject matter of the contract, unless otherwise provided for in the letter of guarantee or other document (hereinafter referred to as the warranty period).
- 7.2 The warranty shall cover all non-conformities, in particular manufacturing defects, in the subject-matter of the contract during its period of validity. Normal wear and tear of the contract supplies shall not be covered by the warranty.
- 7.3 The contractor is obliged to ensure that defects in the supplies or parts thereof are remedied during the warranty period at his own expense or to replace the defective supplies or their parts with those which satisfy the conditions laid down in the small purchase document and the tenderer's tender within a reasonable time limit set by the Contracting Authority starting from the submission of a written claim by the Contracting Authority's contact person.
- 7.4 An item replaced during the warranty period shall be covered by a new warranty of the same duration as the original warranty. If the item is repaired, the warranty is extended by the duration of the repair.
- 7.5 Repairs under warranty are free of charge for the Contracting Authority. The supplies needing repair covered by the contract shall be transported to be repaired and back to the Contracting Authority at the expense of the contractor.

Sincerely

(Signed digitally)

Merike Tõnsau