

## INVITATION TO TENDER

Training "Multicultural approach to the work of the Children's House"

### 1. General

1.1	The Contracting Authority	Social Insurance Board Registry code 70001975 Paldiski mnt 80, 15092 Tallinn
1.2	Procurement Title	Training "Multicultural approach to the work of the Children's House"
1.3	E-mail address for information and <u>submission of tenders</u>	<p><a href="mailto:hanked@sotsiaalkindlustusamet.ee">hanked@sotsiaalkindlustusamet.ee</a></p> <p>Estimated value of the procurement excluding VAT: EUR 13,000</p> <p>CPV code: 80510000-2 Professional training</p> <p>The procurement is financed under the 2021–2027 Cohesion Policy Funds measure 21.4.7.9 "Services aimed at children and families are of high quality and meet the needs of families", under the grant conditions "Supporting children and families", activity 2.2 "Supporting children with multiple and diverse needs and their families".</p>
1.4	Deadline for submission of tenders	No later than <b>10:00 (Estonian time) on 26.02.2026</b> . Tenders submitted after this deadline will not be considered.
1.5	Tender validity period (from the deadline for the submission of tenders)	60 days. By submitting a tender, it is assumed that the tender is valid for at least the specified period and the tenderer does not have to separately indicate the tender validity period in the tender (it may be indicated if it is longer than the above).
1.6	Estimated timetable for the procurement and the deadline for the performance of the procurement contract	<p>The time-limits set out in the following timetable are indicative and have no legal effect, i.e. if, for any reason, it is not possible to award the Agreement within the time-limit indicated, the time-limits listed below will be postponed by the corresponding period.</p> <ol style="list-style-type: none"> <li>Conclusion of the Agreement – April 2026.</li> <li>Performance of the Agreement – December 2026.</li> </ol>
1.7	Annexes to the invitation to tender	Annex 1 - Technical specifications; Annex 2 - Tender Form; Annex 3 - Draft procurement contract.
1.8	List of documents and information to be provided by the tenderer	<ol style="list-style-type: none"> <li>Total value of the tender;</li> <li>Description of the service offered;</li> <li>Information on trade secrets, if the tender contains trade secrets.</li> </ol>
1.9	Conformity conditions	<ol style="list-style-type: none"> <li>Preference for green solutions</li> </ol> <p>The tenderer must give priority to green solutions in the performance of the Agreement, such as:</p> <ol style="list-style-type: none"> <li>1) hold work meetings and other meetings online, if possible, in order to reduce, in particular, the carbon footprint resulting from excessive use of transport;</li> </ol>

		<p>2) avoid unnecessary printing of documents and, where possible, give preference to materials in digital form;</p> <p>3) the materials to be transmitted in digital form must be stored and transmitted in optimal size in order to avoid unnecessarily large data files and thus reduce digital pollution;</p> <p>4) delete redundant digital materials, such as draft files, working documents that are not required for preservation, etc., after the performance of the contract, because the unnecessary storage of files on IT servers has a detrimental effect on the environment and increases digital pollution.</p>
1.10	Assessment criteria	<p>Economic advantage.</p> <p>The Contracting Authority shall evaluate the admissible tenders using a 100-point system (the accuracy of the evaluation shall be two decimal places):</p> <p>1) Total value of the tender (maximum 80 points). 'Total value of the tender', for which the tender value (excluding VAT) is the lowest, i.e. the lowest is the best.</p> <p>The points for other admissible tenders shall be calculated using the following formula: (lowest tender price / evaluated tender price) × criterion points.</p> <p>2) Trainer's years of experience with the Barnahus service (maximum 20 value points)</p> <p>The tender with the highest value will receive the maximum number of points. Other tenders will receive proportionally less points and will be calculated using the formula: 'tender value' / 'maximum value' * 'weighting'.</p>

## 2. Instructions for preparing and submitting a tender

- 2.1. Verification of work volumes. 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 the tender so that the value of the tender includes all the works and services (including, if necessary, supplies) necessary for the proper performance of the Agreement and the achievement of the objectives described in the invitation to tender.
- 2.2. Costs of preparing the tender. The tenderer shall bear all costs relating to the preparation and submission of the tender. The currency of the tender shall be the euro.
- 2.3. Obtaining additional information on the invitation to tender (RHS 46). Explanations and further information on the invitation to tender can be obtained by forwarding the question to the e-mail address indicated in clause 1.3. The Contracting Authority shall submit explanations concerning the invitation to tender by e-mail to all persons who have received the invitation to tender within three (3) working days as of the receipt of the request for explanation. The Contracting Authority is not required to respond to requests for explanations if at least one (1) working day does not elapse between the receipt of the request for explanation and the deadline for submission of tenders.
  - 2.3.1. The Contracting Authority shall not be liable for any delays, failures or interruptions caused by circumstances outside the control of the Contracting Authority, such as force majeure, power outages, disruptions in connection with the telephone or Internet connection of the tenderer or the Contracting Authority or in the operation of other electronic devices and tools, including software.
- 2.4. Equivalence. Any reference made by the Contracting Authority in the technical specifications to one of the grounds referred to in subsection 88 (2) of the Public

Procurement Act (standards, technical approvals, technical control systems, etc.) as a criterion for the compliance of a tender with the technical specifications must be read as supplemented by the indication 'or equivalent'. Any reference made by the Contracting Authority in a technical specification to a source, process, trade mark, patent, type, origin or mode of production shall be read as supplemented by the indication 'or equivalent'. Equivalence means exactly the same performance and functionality. In case of equivalence, the tenderer must provide supporting documents in the tender.

2.5. **Trade secret**. The tenderer shall indicate in the tender, in a clearly distinguishable manner, which information is the trade secret of the tenderer and the reasons for classifying the information as such. The classification of information as a trade secret is based on the provisions of subsection 5 (2) of the Restriction of Unfair Competition and Protection of Business Secrets Act. The Contracting Authority draws attention to the fact that the tender of the successful tenderer is public (subsection 110 (5) of the Public Procurement Act), except in the part rightly defined as a trade secret by the tenderer. The tenderer may not state as a trade secret: 1) the value of the tender or the contributions; 2) in the case of service contracts, other numerical parameters characterising the tender which meet the assessment criteria in addition to those specified in clause 1. The Contracting Authority does not disclose the content of tenders in the part covered by trade secrets (§ 46<sup>1</sup> of the Public Procurement Act).

### **3. Small purchase procedure**

3.1. **Opening of tenders**. The opening of tenders shall not be public and no minutes of the opening of tenders shall be drawn up.

3.2. **Negotiations**. If necessary, the Contracting Authority has the right to negotiate tenders with tenderers. Negotiations are not mandatory for the Contracting Authority and if the Contracting Authority does not have any questions regarding the tender, the Contracting Authority may make procurement decisions without negotiations. If the Contracting Authority deems it necessary to conduct negotiations, the Contracting Authority shall ensure equal treatment of tenderers in the conducting of negotiations and proceed from the following procedure:

3.2.1. **Form of Negotiation**. The Contracting Authority has the right to negotiate by e-mail or orally. In the case of oral negotiations, minutes of the negotiations shall be drawn up and signed by at least one representative of the Contracting Authority and at least one representative of the tenderer;

3.2.2. **Content of the negotiations**. The terms and conditions that are the subject of the negotiations are determined by the Contracting Authority; it is permitted to negotiate both the content of the tender and the value of the tender. The Contracting Authority has the right to abandon or reduce the volume or quantities of one or more services, works or supplies described in the tender, regardless of the reason (for example, the total value of the tender exceeds the contracting authority's budgetary possibilities or other reasons), while also completely abandoning the ordering or purchasing of such services, works or supplies or, if necessary, ordering such services, works or supplies from third parties;

3.2.3. **Confidentiality**. Negotiations shall be confidential and their content shall not be disclosed to other tenderers or other persons, except as provided by law;

3.2.4. **Submission of a revised tender**. During the negotiations, the Contracting Authority has the right to invite tenderers to submit a revised tender. If the tenderer fails to submit a revised tender by the deadline set by the Contracting Authority, the tender initially submitted by the tenderer is deemed to be valid.

3.3. **Exclusion of the tenderer**. The Contracting Authority has the right to exclude a tenderer from the procurement procedure and declare a tender non-compliant in the case of:

3.3.1. if the tenderer has provided false information to the Contracting Authority;

3.3.3. If, at any time during the procurement procedure, the Contracting Authority establishes that the tenderer has a grounds for exclusion arising from tax arrears, it shall grant the tenderer at least three (3) working days for payment or deferral of the tax arrears. The Contracting Authority may extend the time limit granted to the tenderer.

3.4. Verification of conformity of tenders (§ 114 of the Public Procurement Act). The Contracting Authority shall accept a tender if it complies with the requirements set out in the invitation to tender or if it does not contain any substantive deviations from the conditions set out in the invitation to tender.

3.4.1. The Contracting Authority may use the reversed procedure provided for in subsection 52 (3) of the Public Procurement Act.

3.4.2. A tenderer whose tender has been rejected shall not participate in a subsequent procurement procedure.

3.5. Rejection of all tenders (§ 116 of the Public Procurement Act). The Contracting Authority may take a reasoned written decision rejecting all tenders for a public procurement at any time before the concluding the Agreement, if:

3.5.1. it does not comply with the conditions set out in the procurement documents;

3.5.2. the tenderer fails to provide the explanations requested by the Contracting Authority or if it is not possible to unequivocally assess the compliance of the tender with the conditions set out in the procurement documents on the basis of the explanations provided by the tenderer;

3.5.3. the value of all tenders exceeds the estimated value of the Agreement;

3.5.4. during the course of the procurement procedure, the Contracting Authority has become aware of new circumstances which preclude or make it impractical for the Contracting Authority to complete the procurement procedure under the conditions laid down in the procurement documents and the annexes thereto;

3.5.5. where inconsistencies in the procurement procedure cannot be remedied and, therefore, the procurement procedure cannot be lawfully concluded;

3.5.6. there is only one tender submitted or accepted which does not ensure effective exploitation of competition;

3.5.7. a tender whose value exceeds the threshold for simple procurement laid down in the Public Procurement Act or the threshold for public procurement of social and specific services.

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. Declaration of tender successful (§ 117 of the Public Procurement Act). The Contracting Authority shall evaluate all admissible tenders and declare successful the most economically advantageous tender. The Contracting Authority shall assess economic advantage in accordance with the assessment criteria set out in clause 1.10.

3.7.1. If there is only one admissible tender in the procurement, the Contracting Authority has the right to automatically assign the maximum value points to the tender, in which case there will be no substantive evaluation of the tender.

3.7.2. If, at the time of submitting the tender, the tenderer was not subject to VAT, but such an obligation arises for the tenderer after the submission of the tender and the tenderer did not take it into account when submitting the tender and did not indicate that VAT had been added to the tender, the tender price also includes VAT, i.e. the cost of services will not be increased later by VAT.

3.8. Equal tenders. In the case of equal results, the successful tender shall be determined by drawing lots. The Contracting Authority shall inform the tenderers who have received an equal number of points of the time and place where the lots shall be drawn. One person per tenderer may take part in the drawing of lots. Organising and carrying out the drawing of lots:

3.8.1. The drawing of lots is a procedure for identifying the successful tenderer, which takes place after the tenders have been accepted and evaluated. As a result of the drawing of lots, minutes of the drawing of lots shall be drawn up, which is also the protocol on which the decision to identify the successful tenderer is based. The Agreement shall be awarded, through the drawing of lots, to one of the successful tenderers.

3.9. Informing tenderers. The Contracting Authority shall notify tenderers of the results of the procurement within three (3) working days as of the making of the corresponding decision, in accordance with the procedure provided for in § 47 of the Public Procurement Act.

3.10. Signature of the Agreement. If the successful tenderer fails to sign the Agreement within the time limit set by the Contracting Authority or fails to perform the Agreement concluded

with the acceptance within the time limit set by the Contracting Authority for reasons relating to itself, the Contracting Authority shall reassess all the remaining tenders again in accordance with subsection 117 (1) of the Public Procurement Act and declares the tender that, based on the award criteria set out in the procurement documents, is the most economically advantageous tender among suitable tenders successful. If the successful tenderer fails to perform the specified obligation or withdraws its tender for reasons beyond the control of the Contracting Authority or fails to perform the Agreement within the set time limit for reasons beyond the control of the Contracting Authority, the Contracting Authority has the right to apply the rights provided for in § 119 of the Public Procurement Act.

- 3.11. Transfer of the Agreement. The tenderer is not allowed to transfer the Agreement, either in whole or in part, to third parties.