

**MTÜ Võrtsjärve Kalanduspiirkond
Võrtsjärve Fisheries Development Agency**

Viljandi county
Kolga-Jaani rural municipality, Vaibla village
Rannu-Jõesuu 70314
Estonia
Registry code 80270340

Sale and Transport of Glass Eels to Estonia

Invitation to Tender

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Skype: Jaanika Kaljuvee

TENDER DOCUMENTS

1. General data

**Name and data of the Contracting Entity: Lake Võrtsjärv Fisheries Development Agency
(MTÜ Võrtsjärve Kalanduspiirkond)**

Viljandi county

Kolga-Jaani rural municipality, Vaibla village

Rannu-Jõesuu 70314 Estonia

Registry code: 80270340

1.1. Contact person: Jaanika Kaljuvee, executive director, e-mail: jaanika@vortsjarv.ee,
tel: +37 252 98561

1.2. Procurement title: „Sale and Transport of Glass Eels to Estonia”;

1.3. Tender documents (hereinafter referred to as the TD):

1.3.1. Annex 1 – Technical specification, Annex 2 – Quotation, Annex 3 – Procurement Contract

1.3.2. All documents amending or clarifying the requirements of the TD which have been sent to the tenderers before the due date for the submission of tenders are the parts of the TD complementing each other and comprising a complete basis for the preparation of a tender. Any requirement set out in the documents is binding upon the tenderer.

1.4. Confidentiality

The Contracting Entity shall not disclose information received from tenderers unless otherwise provided by law.

2. Subcontracts

2.1. The tenderers shall indicate in their tenders the share of the procurement contract which they intend to subcontract to third parties, submit the names of the intended subcontractors who will directly participate in the performance of the procurement contract as well as information on the amount and the nature of the share of the procurement contract which they intend to subcontract to third parties. The tenderer may involve other subcontractors in the performance of the significant share of the procurement contract only by the consent of the Contracting Entity and after receiving a confirmation that there is no basis for the removal of them from the tender.

3. Procurement contract

3.1. A written procurement contract in the form of a contract for services shall be entered into with the tenderer who submitted the successful tender (Annex 3).

3.2. The procurement contract shall be entered into according to the conditions set out in these TD.

3.3. The due date for the performance of work is 30 April 2011 at the latest.

4. Terms of payment

4.1. According to the financing terms of the EIC (Environmental Investment Centre), payments shall be made in two parts - as an advanced payment in the extent of 50% and the second part after the acceptance of work confirmed by a transfer and acceptance act of the work; the deadline for payment is 30 days.

5. Amount of tender

5.1. The tenderers shall submit an amount tender according to the standard format set out in Annex 2 of the TD. The amount of glass eel to be delivered shall be indicated in kilograms.

6. The language and languages of submitting the tender

6.1. The tender shall be submitted in Estonian or in English (other countries of location).

6.2. Other introducing materials attached to the tender may be either in English, German, Finnish or Russian.

7. The tender validity period

7.1. The tender shall be valid for 60 days from the date of submission of tenders.

7.2. The Contracting Entity may make a proposal for extending a tender validity period by an additional period to the tenderers not later than ten days before expiry of the tender validity period. The tenderer shall notify the Contracting Entity of extending a tender validity period or refusing to do it within five working days from the receipt of the proposal. The proposal and the responses of the tenderers shall be submitted in writing.

8. Preparing and submission of tender, additional documents

8.1. The tender shall be submitted either as a bound paper copy or electronically to the following address: jaanika@vortsjarv.ee

8.2. Any corrections, insertions or amendments in the tender are not permitted.

8.3. The tender shall include the following information:

8.3.1. tenderer data (name, registry No., exact postal address, telecommunications data)

8.3.2. The tender, including:

8.3.2.1. Tenderer's detailed specification of the offered service in accordance with the technical specification of the TD;

8.3.3. An amount tender according to the standard format set out in Annex 2;

8.3.4. Additional documents to assess the qualification of the tenderer:

8.3.4.1. The tenderer who is obliged to be registered in the commercial register according to the law of country of location thereof shall submit an extract of the registry

card;

8.3.4.2. A written confirmation on the absence of the following circumstances:

- the tenderer or the representative thereof has been punished pursuant to criminal or misdemeanour procedure for organising a criminal organisation or for serving such organisation; for violating the requirements of public procurements or for committing a fraudulent conduct or offences related to office or money laundering or tax fraud and the information concerning their punishment have not been deleted from the punishment register pursuant to the Punishment Register Act or the punishment is still valid pursuant to the legislation of their country of residence or location;

- the tenderer has been declared bankrupt or is currently under liquidation; the business operation of the tenderer has been suspended or the tenderer is in a similar situation pursuant to the law of their country of location, except for the case of purchasing goods under the conditions provided for in section 4(4) of § 28 of the Public Procurement Act;

- the tenderer has been initiated a compulsory liquidation or other similar legislative proceedings against pursuant to the law of the country of location thereof;

8.3.4.3. A certificate issued by the Tax and Customs Board and the local office of tax authority of the place of residence of the tenderer or other competent institution of the country of location of the tenderer certifying the absence of tax arrears if it is not possible for the Contracting Entity to verify it on the basis of public information available in public databases. If the competent institution of the tenderer's country of location does not issue the certificate of the absence of tax arrears, the tenderer **itself** shall submit the certificate of the absence of tax arrears issued by the said institution.

Comment [a1]: Tõlkesse sai lisatud selline sõna, et lause mõte paremini välja tuleks; tundub, et originaaltekstis on kas midagi puudu või üle jäänud.

9. Before entering into procurement contract, the Contracting Entity shall verify the absence of tax arrears and the data concerning the payment of tax arrears in instalments on the basis of the public data available in public database or require the submission of a certificate issued by the Tax and Customs Board and the local office of tax authority of the place of residence or location of the tenderer or other competent institution of the country of location of the tenderer certifying the absence of tax arrears as at the date designated by the Contracting Entity after the decision of declaring the tender successful. If it becomes evident that the tenderer has tax arrears on that date, the Contracting Entity shall not sign the procurement contract with the tenderer and shall exclude the tenderer from the tendering procedure.

10. The net turnover of economic activities of the tenderer should have been at least 127,823 euros in the previous year. The tenderer shall submit audited accounts on the total turnover of the economic activities of the previous year.

11. The conditions of the technical competence of the tenderer and documents acquired: the list of similar contracts of remarkable importance within the last 3 years (at least 1 contract) including values, dates of entering into contract and information on the other contracting party;
12. List of equipment, work equipment and vehicles needed for performing the procurement contract and providing the service or a relevant written agreement on acquisition of the necessary technical devices or acquisition for use thereof.

12.1. A tender shall be submitted in a sealed envelope in a single copy applying measures to prevent suspicions of possible untimely opening. If any discrepancy arises between the paper copy (original) and the electronic copy, the original copy shall be considered to be correct.

12.2. The following entries shall be written on the packaging of the tender:
Lake Võrtsjärv Fisheries Development Agency (MTÜ Võrtsjärve Kalanduspiirkond)
Viljandi county
Kolga-Jaani rural municipality, Vaibla village
Rannu-Jõesuu 70314
Estonia
Registry code 80270340
„Sale and Transport of Glass Eels to Estonia”
Name of tenderer, registry code, address, data of communication means
„TENDER”
„Not to be opened before 21 February 2011 at 10:00 a.m.”

12.3. The tender shall be submitted to the Lake Võrtsjärv Visitor Centre at the address mentioned above in the subparagraph 12.2. on working days (from Monday to Friday) at 9:00 – 16:00 by 21 February 2011 at 10:00 a.m. at the latest.

13. Explanations

13.1. Explanations concerning the contract notice and tender documents can be obtained sending a written request via e-mail to the Contracting Entity. The contact person: Executive Director Jaanika Kaljuvee jaanika@vortsjarv.ee

13.2. The Contracting Entity is not responsible for the seamless operation of e-mail connection.

14. Opening, verification of qualifications of tenderers, verification of compliance and declaration of compliance of tenders

- 14.1. Tenders shall be opened at the following address: Kolga-Jaani rural municipality, Vaibla village, Rannu-Jõesuu, on 21 February 2011 at 11:00 a.m. local time.
- 14.2. The Contracting Entity shall verify the compliance of submitted tenders with the requirements set out in the tender documents.
- 14.3. Disqualified tenderers shall not participate in the further tendering procedure.
- 14.4. The Contracting Entity shall verify whether the tenders submitted by the qualified tenderers meet the conditions set out in the tender documents.
- 14.5. A tender shall be declared to be compliant if it complies with all the requirements set out in the tender documents.
- 14.6. The Contracting Entity shall reject a tender if the tender does not comply with the requirements set out in the tender documents.
- 14.7. The Contracting Entity may declare a tender to be compliant if it contains no substantive deviations from the conditions set out in the tender documents.

15. Comparison and evaluation of tenders

- 15.1. The Contracting Entity shall evaluate all acceptable tenders which have not been rejected.
- 15.2. The Contracting Entity shall evaluate the tenders on the basis of the tender amount set out in the subparagraph 5.1.
- 15.3. The tender according to which the largest amount of glass eel (in kilograms) will be delivered and transferred to the Contracting Entity within the limits of to the total amount set out in the tender invitation shall be declared successful.
- 15.4. The Contracting Entity shall be entitled to reject all tenders which exceed the total value of 134,150 euros.

Annex 1 Technical Specification

1. Objective

The sale and transport of live fries of European glass eel to Estonia for restocking purpose.

2. Term of the work:

The term for completing the work is 30 April 2011 at the latest.

3. Description of the work and conditions:

1. The Supplier/the Contractor shall import live European glass eel fries to Estonia and transfer them to the Contracting Entity on the previously agreed date and time at Tartu Airport or in the office of Võrtsjärv Fisheries Development Agency (MTÜ Võrtsjärve Kalanduspiirkond).
2. The Supplier shall arrange the procurement of all necessary documents and permissions needed for certifying the species of fish, legality of fishing, health status of the fishes and for importing live fish to Estonia.
3. The delivered restocking material shall be undergone veterinary check concerning dangerous fish diseases and fish parasites and its harmlessness shall be certified. The delivered restocking material shall be free of any injuries or other lesions, which can be evaluated in visual inspection.
4. The Supplier shall guarantee the quality and survival of the glass eels until transferring them to the Contracting Entity. The Supplier shall package the live glass eels so that to enable them to survive during the transport to the place of restocking within at least two hours after transferring the eels to the Contracting Entity.

Annex 2. Tender of the amount of the glass eel to be delivered

Name of the Contracting Entity: **Lake Võrtsjärv Fisheries Development Agency (Võrtsjärve Kalanduspiirkond MTÜ)**

Title of the Contract: „Sale and Transport of Glass Eels to Estonia”

.....
/name of the business/

Having examined the technical conditions of the procurement and the maximum contractual value of the procurement which is 134,150 euros in total including the costs of the glass eels and transport and all taxes, we offer the amount of the glass eel to be delivered as follows:

(In order to submit the tender amount, the following table shall be filled out by the tenderer)

Title of the service	Amount (kilograms)	Average number per kilo	Cost
The amount of the delivered and transferred glass eel			

Description of the provision of the service including a methodological solution:

.....

Date: _____

Signature of representative: _____

Annex 3. Procurement contract

CONTRACT FOR SERVICES

No. 2011

Võrtsjärv Fisheries Development Agency (MTÜ Võrtsjärve Kalanduspiirkond), represented by Lauri Koni, member of the Management Board, (hereinafter referred to as the Contracting Entity) and
....., represented by (hereinafter referred to as the Contractor),
have agreed on the following:

1. Object of Contract:

- 1.1. The Contractor shall undertake the following work: **The sale and transport of glass eel to Estonia** (hereinafter referred to as the Work) according to the Technical Specification, Annex 1.
- 1.2. The Technical Specification and the tender of the Contractor are the integral documents of the Contract.

2. Transfer and acceptance of the Work:

- 2.1. The Contractor shall perform the Work described in paragraph 1 by the 30 April 2011 at the latest.
- 2.2. The Contracting Entity shall scrutinize the necessary documentation and the goods on delivery and, if necessary, notify the Contractor of its claims related to the Works' nonconformity with the Contract, by submitting the weaknesses in a transfer and acceptance act or in a separate reclamation. If the Contractor shall not submit reclamation or any notations about the weaknesses of the Work in a transfer and acceptance act, the Work shall be deemed to be accepted.

3. The amount to be paid to the Contractor

- 3.1. The Contracting Entity shall make two payments for the completion of the Contract, a total of XXX (the amount in words) euros (the amount includes all taxes) as stipulated in the Contract:
 - 3.1.1. During 30 days from signing a targeted financing contract by the Environmental Investment Centre (hereinafter referred to as the EIC) and the receipt of the corresponding invoice, an advance payment of 50% of the contractual amount XXX (the amount in words) euros (the amount includes all taxes) shall be made to the Contractor;
 - 3.1.2. 50% of the contractual amount XXXX (the amount in words) euros (the amount includes all taxes) shall be paid to the Contractor during 30 days after the submission of the acts on suitable fish restocking to the bodies of water and after mutual signing of all instruments of delivery and receipt of glass eel restocking works in 2011 and after the receipt of the corresponding invoices.

- 3.1.3. The EIC shall make payments on the basis of the targeted financing contract entered into between the EIC and the Contracting Entity (the grant recipient) and the financing procedure of the EIC which is available for the public both on the homepage of the EIC www.kik.ee and in the office of the EIC at 7A Narva Road, Tallinn.
- 3.2. The Contractor shall confirm that he or she has become acquainted with the said procedure and he or she has no objections to the conditions, requirements and terms set out in it.
- 3.3. The Contractor shall confirm that he or she is aware of the fact that if the EIC refuses to make a payment for the Contracting Entity pursuant to the said financing procedure and the targeted financing contract entered into between the EIC and the Contracting Entity, the Contractor shall have a right of claim against the Contracting Entity and not against the EIC.

4. Liability of the Parties

- 4.1. If the Contractor shall not complete the Work by the deadline set out in subparagraph 2.1 or if the Contracting Entity has the right to claim a contractual penalty which shall be 0.2% of the amount to be paid to the Contractor for each day of delay, the Contracting Entity has the right to decrease the amount to be paid to the Contractor for the Work by the amount of the contractual penalty.
- 4.2. If the Contracting Entity shall delay paying the Contractor for the Work by the agreed term, the Contractor shall have the right to claim an interest on account of late payment of 0.2% of the delayed amount for each day of delay; however, the interest shall not exceed 20% of the delayed amount.
- 4.3. The Contracting Entity shall have the right to claim a contractual penalty within three months from the date when he or she became justified to submit a claim for contractual penalty.

5. Termination of the Contract

- 5.1 The Contract can be terminated by agreement of the Parties at any time.

6. Representatives of the Parties

- 6.1. The Contracting Entity shall appoint Lauri Koni, member of the management board of the ASBL as its representative in exercising supervision over the performance of the Work, in solving possible issues arising from this Contract, in providing the Contractor with necessary information, in performing quality control and acceptance of the Work. In case of absence (holiday, business travel, illness, incapacity for work etc.) of the said representative, the mentioned rights shall transfer to some other member of the management board of the ASBL.
- 6.2. The representative of the Contractor shall be..... Tel:, e-mail:

7. Forwarding information

- 7.1. All information and notices related to the performance of the Contract shall be submitted by phone, e-mail, post, fax or by letter post to the address indicated in this Contract or to some other addresses of which the parties have given notice to each other.
- 7.2. Any claim submitted due to the violation of the provisions of this Contract, shall be prepared in writing.
- 7.3. The Parties shall inform each other in writing of any changes in their legal addresses not

later than five (5) calendar days from the date the amendments were effected.

8. Final provisions

- 8.1. Any amendment or addition to this Contract shall be valid only if prepared in writing as an Annex to this Contract and signed by both Parties.
- 8.2. This Contract shall enter into force simultaneously with the entering into force of the targeted financing contract between the Environmental Investments Centre and the Contracting Entity and shall be valid until the exact and complete performance by both Parties, with the exception of the cases set out in subparagraph 5.
- 8.3. Any disputes arising from the performance of this Contract shall be solved via negotiations between the Parties. If such negotiations fail and no agreement is reached, the dispute shall be solved in Harju County Court pursuant to the legislation of the Republic of Estonia.
- 8.4. This Contract has been prepared in two identical copies, each copy having equal legal power, a one copy for the Contractor and a one for the Contracting Entity.

9. Requisite information of the Parties

Contracting Entity:

Võrtsjärv Fisheries Development Agency
(Võrtsjärve Kalanduspiirkond MTÜ)
Reg. No. 80270340
Jõesuu, Kolga-Jaani vald
Viljandi county, Estonia
70314 Estonia
IBAN: EE771010220086158018
SEB

Contractor:

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Reg. No.
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IBAN/International Bank account No.:
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Lauri Koni
Member of the Management Board

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The Work shall be financed by the Environmental Investment Centre