

BALTI SPOON OÜ

Kupu küla, Kuusalu vald 74610, Harjumaa, ESTONIA

INVITATION TO TENDER

OÜ Balti Spoon invites you to submit an offer to supply the required machinery and/or services for OÜ Balti Spoon's factory. The subject matter of the proposed contracts and details of the tender process can be found in the following description.

This invitation will be published on OÜ Balti Spoon website: <http://www.baltispoon.ee/category/news/>

1. general conditions

- 1.1 **The purchaser:** OÜ Balti Spoon, registry code 10333719, registered address Kupu village, Kuusalu municipality, Harju county, 74610, Republic of Estonia.
- 1.2 **Contact details of the purchaser:** Mr Venkata Iyer, phone +372 515 1304; e-mail venkata@baltispoon.ee.
- 1.3 **Subject matter of the contract:** purchase of equipment, machinery or services for the OÜ Balti Spoon factory according to the added technical specifications (see Annex 1).
- 1.4 Place of performance of the contract: OÜ Balti Spoon factory in Kupu village, Kuusalu municipality, Harju county, 74610, Republic of Estonia.
- 1.5 The purchaser is entitled to alter these tender documents during the tendering process. In case of substantial changes in tender documents, the purchaser shall extend the deadline for the submission of the tenders to a reasonable extent.
- 1.6 Different parts of tender documents shall complement each other and form an integral basis for the preparation of the tender. The tenderer is obliged to thoroughly examine all tender conditions and, if necessary, ask for clarifications. Risks that are related to the non-compliance of the tender with requirements submitted in tender documents shall be borne by the tenderer.
- 1.7 The purchaser will not remunerate the tenderers costs arising from these tender proceedings.
- 1.8 The tender procedure will be carried out according to these tender documents and general principles described in Article 3 of the Estonian Public Procurement Act.

2. deadlines, submission and opening of the tenders

- 2.1 **Manner and deadline for submitting the tenders:** the tender must be submitted electronically to the e-mail address: venkata@baltispoon.ee by **12:00 (Estonian time) 10 January 2018** at the latest. Late submissions will not be accepted.

Balti Spoon OÜ

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- 2.2 The purchaser is entitled to postpone the deadline for the submission of tenders by notifying the participants of any changes via e-mail.
- 2.3 **Place and time for opening the tenders:** the tenders will be opened by the purchaser at **13:00 10 January 2018**. The tenderers are entitled to attend the opening of the tenders if it is agreed with the purchaser beforehand. All tenders are confidential, i.e. the business secret and the detailed content of the tender shall not be disclosed to other tenderers.
- 2.4 The purchaser will compile a report about the submitted and opened tenders and send it to all participants.
- 2.5 The offer shall be valid for at least 1 month from the date of the offer.
- 2.6 The tenders must be in Estonian or English or German language.
- 2.7 It is the tenderers responsibility to study the specification and the requirements before submitting the tender. The offered price must be final, i.e. it must include all costs and fees for the completion of the contract.
- 2.8 The tender must contain:
- 2.8.1 The tender price in Euros with and without value added tax. The tender price must contain all the prescribed fees, costs and taxes to the relevant bodies.
 - 2.8.2 In case of joint tender, it is necessary to describe to what extent the different tenderers participate in the joint tender.
 - 2.8.3 Time schedule for the delivery and installation of the machinery or the schedule of the service.
 - 2.8.4 Technical description which enables the purchaser to verify the tenders' suitability and compliance with the technical requirements.
 - 2.8.5 Description of the offered warranty.
 - 2.8.6 Form 1, Form 2 and Form 3 with all the necessary information.
 - 2.8.7 Copy of the company's business registration certificate clearly indicating the registration no, date of registration and the registered address.
 - 2.8.8 If necessary, relevant Power of Attorneys must be added.
- 2.9 The purchaser assumes that when submitting a tender, the tenderer is familiar with all the laws, regulations and rules concerning the manufacture, delivery and installation of the machinery or provision of the service. When drawing up the tender, the tenderer must take in to account that the daily economic and professional activities of the purchaser do not involve the construction or installation of said machinery or provision of such services and thus, the tenderer may not malevolently use the ignorance or mistakes of the purchaser in his own interests.
- 2.10 The tenderer may withdraw, modify or improve his tender until the deadline for the submission of tenders.
- 2.11 The tenderers may visit the purchasers site. Should you require a visit, please contact Mr Venkata Iyer, phone +372 515 1304; e-mail venkata@baltispoon.ee.

3. Qualification requirements to the tenderers

- 3.1 The technical and professional competence of the tenderer must be sufficient in order to successfully fulfil the contract. The company must have a minimum of 3 years' experience in providing machinery or services as per captioned subject. Required documents: **Form 1, registry certificate**.
- 3.2 The tenderer must comply with anti-corruption, anti-terrorism, anti-money laundering and tax regulations. Required documents: **Form 2**.

- 3.3 The purchaser shall check the tenderers qualifications after opening the tenders. The purchaser will compile a report about qualification results and send it to all participants.

4. suitability OF TENDERS, negotiations and EVALUATION OF TENDERS

- 4.1 After receiving and opening the tenders, the purchaser will check their suitability (all the necessary documents and information submitted; compliance with the technical requirements).
- 4.2 If necessary, the purchaser will negotiate the price, technical solution, schedule, technical support, warranties etc with the tenderers. The duration of negotiations and number of issues to be negotiated is not limited. Starting the negotiations is at the purchasers' sole discretion. Invitation to negotiate will be made to all qualified tenderers.
- 4.3 At the purchaser's request, the tenderer provides additional information about the tender, including submitting an overview of the grounds for the preparation of the price offer, the offered technology, operational characteristics etc.
- 4.4 Following negotiations, the purchaser may make a proposal to the tenderers to submit a new modified tender.
- 4.5 The purchaser shall evaluate all qualified and suitable tenders based on the following criteria (the tender must contain all the relevant information on **Form 3**):
- (a) **Total cost** – up to 70 points. The lowest cost offer will be awarded the full 70 points. Subsequent proposals will receive proportionally less points¹;
 - (b) **Warranty period** – up to 10 points:
Warranty up to 6 months (including) – 0 points
Warranty of more than 6 months to 1 year – 7 points
Warranty of more than 1 year – 10 points;
 - (c) **Number of subject-specific contracts during the last 36 months** – up to 20 points:
1 contract – 5 points
2 to 3 contracts – 15 points
More than 4 contracts – 20 points.
- 4.6 The contract will be awarded to the tenderer with the highest number of points added up for all the three criteria.

5. Conditions of the contract

- 5.1 Proposed time for the successful conclusion of the contract: **30 June 2018**.
- 5.2 Payment terms:
- (a) Hardware – 100% upon delivery;
 - (b) Software 100% - when upon installation and testing.

6. Clarifications

- 6.1 Clarifications and additional information about tender documents may be obtained via e-mail: venkata@baltispoon.ee.

¹ Number of points = lowest cost / price of the offer x 70

- 6.2 If the tenderer discovers mistakes, inconsistencies or inaccuracies in the tender documents during the preparation of his tender, he is obliged to immediately notify the purchaser thereof via e-mail and ask for clarifications.
- 6.3 The purchaser may ask the tenderer to clarify his tender or submit additional documents. The tenderer must reply to the purchaser's request within 3 working days.

7. Rejection of tenders and cancellation of the proceedings

- 7.1 The purchaser may reject a tender at any stage of the procurement when it is established that the tenderer submitted false information or does not comply with the qualification requirements.
- 7.2 The purchaser may reject a tender that's price is deemed abnormally low. If the purchaser suspects the offered price is not enough to supply the goods, perform the works or render a service with the necessary quality and within the required deadline, he shall ask the tenderer for clarifications. If the clarifications do not convince the purchaser, the tender will be rejected with a substantiated decision.
- 7.3 The purchaser may, regardless of the cause, cancel the tender procedures until the conclusion of the contract and withdraw from the acquisition of the machinery and services.
- 7.4 The purchaser may postpone the conclusion or performance of the contract, if no project financing decisions have been made by the Estonian Environmental Investment Centre (KIK).
- 7.5 The cancellation of the tender procedures shall not bring about any patrimonial or non-patrimonial liability with respect to any persons, incl. liability to compensate any costs or damages.

8. ANNEXES

- 8.1 **Annex 1** - Technical descriptions;
- 8.2 **Annex 2** – Forms 1, 2 and 3;

ANNEX 1

Technical requirements – IT software

Timberplus next – Layon production module

Timberplus next – Layon stock module

Timber plus next – Layon mobile (App)

Hardware for above

Pre-check, Design formulation, Initial implementation/Training, Follow up review including change requests.

Installation/Testing at Balti Spoon premises in Estonia.

Travelling and other related expenses.

Warranty for all equipment – 1 year

ANNEX 2

(to be printed on company letterhead and must be signed by the authorized signatory of the company)

FORM 1

We confirm, that our company has been in business for: (number of years), in the business field relating to this purchase.

The duration of our operation can be verified from: *[description how to verify the information; additional documents may be added if the tenderer wishes]*.

Name and signature of authorized representative:

Place and date:

(to be printed on company letterhead and must be signed by the authorized signatory of the company)

FORM 2

In compliance with Estonian Public Procurement Act § 95 subsection (1), we from (name of company and registered address), herein referred to as the "COMPANY" confirm the following:

- 1) Neither the "COMPANY" nor any of the member/s of its administrative, management or supervisory board or another legal representative or a contractual representative involved in the public procurement has been convicted by final judgment for participating a criminal group, violating the duty of integrity, corrupt practice, fraud, terrorist act, other criminal offence linked to terrorist activities or inciting or aiding or abetting or attempting to commit an offence, money laundering offence, or terrorist financing;
- 2) Neither the "COMPANY" nor any of the member/s of its administrative, management or supervisory board or another legal representative or a contractual representative involved in the public procurement has been convicted by final judgment for provision of employment for an alien staying in the country without a legal basis;
- 3) Neither the "COMPANY" nor any of the member/s of its administrative, management or supervisory board or another legal representative or a contractual representative involved in the public procurement has been convicted by final judgment for illegal use of child labour or another form of trafficking in human beings;
- 4) The "COMPANY" does not have any tax arrears within the meaning of the Taxation Act regarding state taxes, contributions or environmental charges or tax arrears or overdue social security contributions under the legislation of the country where the tenderer or candidate is established;
- 5) Neither the "COMPANY" nor any of the member/s of its administrative, management or supervisory board is a subject of an international sanction within the meaning of the International Sanctions Act.

Name and signature of authorized representative:

Place and date:

(to be printed on company letterhead and must be signed by the authorized signatory of the company)

FORM 3

We hereby confirm the following:

- 1) The total cost of our offer, as required in these tender documents, is EUR without Value Added Tax (VAT).

- 2) We offer a (duration of the warranty) warranty to the purchaser.

- 3) In the last 36 months we have concluded contracts relating to the subject of this purchase:

Name of the partner, contact details	Description of the subject matter of the contract	Year and month of the equipment supplied, or service rendered	Contract completed on schedule (yes/no)

Name and signature of authorized representative:

Place and date: