

ENEFIT HEAT AND POWER VALKA SIA

COMPETITION DOCUMENTS

Name of the competition: **Supply of the office module container**

Eesti Energia AS procurement register no: EE-2316

Customer: Enefit Heat and Power Valka SIA

Located in the Rūjienas iela 5, Valka, Valkas nov, LV-4701, Latvia.

TALLINN 2017

COMPATITION DESCRIPTION

I General

- 1.1 Representative of the Customer: Eesti Energia AS (registry code 10421629), Lelle 22 11318 Tallinn, Estonia.
- 1.2 Name of the Competition:
- 1.3 Customer: Enefit Heat and Power Valka SIA (registry code 44103024234), located in the Rūjienas iela 5, Valka, Valkas nov., LV-4701, Latvija.
- 1.4 Responsible for competition: Senior Procurement Manager Leida Uiibo, Tel:+372 465 2229, Mob.: +372 513 6735, e-mail: leida.uiibo@energia.ee.

II Guidelines for preparing Competition Documents

- 2.1. All expenses related to preparation of the tender are within the Technical Terms and Reference (Appendix II).
- 2.2. The Tender shall meet the requirements set out in the Competition Documents and shall not be misleading in any manner whatsoever.
- 2.3. The Tender and all documents belonging with it shall be in English or Estonian.
- 2.4. Submission of tenders: **Tenders have to be submitted by 10:00 AM (Estonian Local Time GMT +02:00) on 28th September 2017 at the latest** and shall be submitted via email. Tenders, which arrive later than stipulated in Section 2.4. shall be returned to the Tenderer unopened.
- 2.5. Tenders shall be sent to tenders@enefit.com email address whereas a size of the Tender document shall not exceed 9MB. Email "Subject" field shall include the following: **(EE-2316)**, not more.

III. Conditions of Qualifying Tenderers and Required Documents

- 3.1. The Tenderer shall meet the following requirements:
 - 3.1.1. the Tenderer shall be registered in the Commercial Register, has the required operating licenses and authorizations or shall have been entered in the register of its area of specialization. The Tenderer shall submit the copy of the Commercial Register.
 - 3.1.2. The Tenderer confirms that they have properly paid any and all state taxes payable in their country of location by the deadline of submission of Tenders (Copy of the Tax office confirmation).
 - 3.1.3. The Tenderer's economic and financial standing shall meet the following requirements:
 - 3.1.4. The Tenderer shall be solvent, its assets shall not have been sequestered and no liquidation proceedings shall have been initiated or a bankruptcy order issued with respect to it. The Tenderer shall submit confirmations (Appendix I Form C).
- 3.2. The Tenderer's technical and professional competence shall meet the following requirements:
 - 3.2.1. The Tenderer shall have delivered no fewer than three (3) similar contacts (previous experience with building and installation of module containers) during the past 3 years. The Tenderer shall submit the reference list of contracts in the past three years (Appendix I Form E);
 - 3.2.2. The Tenderer should have a workshop with proper tools used for building and assembly of module office containers. The Tenderer shall submit the list of this tools with explanations.
- 3.3. The Customer shall have the right to check the Tenderer's qualification during the entire procurement procedure. In the event the Customer becomes aware that the economic and financial condition of the Tenderer or its technical do not meet the qualification requirements presented in the Competition Documents, the Customer shall have the right to make a new decision regarding the Tenderer.

IV Tender Security

- 4.1 The Tender Security is not required.

V Tender Structure

- 5.1. Tenderers shall submit application for participation in the competition on company letterhead and the form attached to the Competition Documents (Appendix I. Form A);
- 5.2. The cost of the Tender shall be presented in Euros clearly and unambiguously as per the Tender cost Form B (Appendix I. Form D).

- 5.2.1. The cost of the Tender shall be final and include all expenses incurred by the Tenderer in the performance of the contract.

VI Evaluation of Tenders and Declaration of Winning Tender

- 6.1 The Customer shall only evaluate and compare tenders declared admissible. The Customer shall select the successful Tender based on the tender with the lowest value.
- 6.2 The Customer shall make a reasoned written decision and declare the most favourable tender, i.e. the tender with the lowest value, successful (winning) tender.
- 6.3 The Customer shall immediately, but not later than within three business days of making the decision, communicate to the tenderers a written notice on the declaration of winning Tender(s) along with the names of the respective tenderer(s), and on the reasons for such

VII Other Conditions

- 7.1. The Tender shall be binding upon the Tenderer (i.e. the Tender shall be valid), on the terms set out in the Tender, for 60 calendar days from the day following the deadline for the submission of the Tender.
- 7.2. The Customer shall be entitled to reject each Tender that does not comply with the requirements set out in the Competition Documents.
- 7.3. The Buyer shall be entitled to reject all Tenders (in the following instances):
- 7.3.1. if no Tenders submitted meet the requirements set out in the Competition Documents (i.e. if Tenderers have not perused all the information in the Competition Documents and have not submitted all the documents required for meeting the requirements for the technical specification, also if Tenderers have submitted incomplete or false information);
- 7.3.2. if all Tenders are priced above the cost of the project anticipated by the Customer (the proposed price exceeds the financial wherewithal of the Customer).
- 7.3.3. Circumstances having occurred at the time of the announcement of the procurement have substantially changed, and the execution of the procurement has become impossible or inexpedient.
- 9.4. Any information coming to the knowledge of the Tenderer in the course of the tender procedure (including any information provided in the Competition Documents or appendices thereto) shall be confidential, and the tenderer shall not disclose it to third parties without the Customer's prior written permission.
- 9.5. Another requirements Tenderers find:
<https://www8.energja.ee/public/ee043.nsf/WebiOmaKJP?OpenFrameSet>.

VII Award of Contract

- 3.1. The Customer shall award Contract to the winning Tenderer. The Contract shall be based on the draft Contract included in the Competition Documents Appendix III.

IX Confidentiality

- 3.2. All the information pertaining to the competition procedure shall be confidential and shall not be disclosed to third parties.

The following appendices belong with the Competition Documents:

Appendix I: Tender Forms

Appendix II: Technical Terms and Reference

Appendix III: Terms and Conditions of Contract

Appendix I. Tender Forms

FORM A. Application to Participate in Competition Procedure

Name of the competition: Supply of the office module container

We have reviewed the Buyer application and their annexes regarding the competition entitled "Supply of the office module container", and we confirm that we consent to the terms contained therein and to the unconditional transposition thereof and that our offer/tender only pertains to the circumstances on which the Customer has requested competitive tenders. The details of the Tenderer are given below:

Details of Tenderer	
Name of Tenderer	
Registry code	
VAT code	
Address	
(Authorised) representative of Tenderer	
Contact person and their details	
Financial identification	
Telephone	
E-mail address	
Fax	
Website (if any)	

We confirm that we shall guarantee the provision of the purchase in compliance with the requirements.

Tenderer's legal or authorized representative: _____

Date: _____

Signature: _____

Form B. POWER OF ATTORNEY (if needed)

POWER OF ATTORNEY OF AUTHORISED REPRESENTATIVE

Name of Customer: Enefit Heat and Power Valka SIA

Title of public competition: Supply of the office module container

Publication reference: EE-23xx

_____ (*name and position of the authoriser*) on behalf of _____ (*name of the Tenderer*) authorises _____ (*name and position of the person authorised*) to act as the authorised representative of the Tenderer and sign the Tender to be submitted in the aforementioned public competition.

Specimen signature of authorised person: _____

The delegation of authority is not permitted.

The power of attorney is valid until: _____

Tenderer's legal or authorized representative: _____

Date: _____

Signature: _____

FORM C. Confirmations of the Tenderer

Name of the competition: Supply of the office module container

1. We hereby confirm that we have properly examined the Competition Documents and its appendices and ascertained all conditions and circumstances within.
2. We confirm that we have not detected in the Competition Documents any inaccuracy or default that may prevent the specification of the tender price with adequate precision and we confirm that in our tender we have taken into account all of the works, terms and conditions described in the Competition Documents. We have also received all the necessary information from the Buyer for the preparation of this tender.
3. We confirm that we have properly paid any and all state taxes payable in our country of location by the deadline of submission of Tenders (*Copy of the certificate/confirmation from Tax office shall be added*).
4. We confirm that we are not bankrupt or under liquidation, their business operations have not been suspended and they are not in any other similar state under the legislation of their country of location.
5. We confirm that we no compulsory liquidation or a similar procedure has been instituted against them pursuant to the legislation of their country of location.
6. We confirm that we possess all the ways and means to carry out the tasks described in the Technical terms of reference (Appendix II).
7. We confirm that our price indication in the attached table (Form D) is completed as requested. We understand that if the pricing table is not completed according to the specification our offer will be disqualified.
8. We hereby confirm that all enclosed documents are a consistent part of our tender.
9. This tender is valid for 60 days from the date of submission.

Name of the Tenderer's legal or authorized representative: _____

Date: _____

Signature: _____

Form D TENDER PRICE

Name of the competition: Supply of the office module container

TENDER PRICE

The value of the Tender submitted by according to competition documents entitled, "**Supply of the office module container**" calculated to the nearest one cent:

Po s.	Pricing of services	Quantity	Amount in EUR, without VAT
1.1	Building of office module container (purchased and delivered (Incoterms 2010, DDP) two (2) standard (20') feet long and (8') feet width modules (see Appendix II, Annex L1 and pic.1))	1	
1.2	Foundation/ basement costs	1	
1.3	Mounting and installation costs	1	
1.4	Transportation expences	1	
Tender Price, total sum without VAT			

Note: Tender Price shall be presented clearly and unambiguously in EUR

Comments: _____

Name of the Tenderer's legal or authorized representative: _____

Date: _____

Signature: _____

FORM E. Reference Contracts of Tenderer

Name of the competition: Supply of the office module container

No.	Title of Contract	Beginning and end (month/year - month/year) of provision of service	Short description of contract (object of contract). Including whether or not any additional assistance was used.	Name and contact person of contracting authority, contact details
1				
2				
3				
4				
5				

** Note: add rows as and when necessary*

Notes: _____

Tenderer's legal or authorized representative: _____

Date: _____

Signature: _____

FORM F. LIST OF SUBCONTRACTORS

The list of subcontractors to be used for the performance of the contract:

No.	Name, registry code and address of subcontractor	Description of subcontracting, the estimated volume of subcontracting in euros (VAT excluded)
1.		
2.		
3.		
4.		
5.		
6.		

Notes: a written confirmation of each subcontractor affirming their involvement in this competition shall be enclosed with this table.

Tenderer's legal or authorized representative: _____

Date: _____

Signature: _____

Appendix II. Technical terms of reference

Title of competition: Supply of the office module container

General information

Enefit Power & Heat Valka SIA, (hereinafter the Customer or in Contract – the Buyer), the Latvian power generation and district heating company is requesting proposals from qualified tenderers for supply of office module container for Company's office needs. The final assembly and mounting of module container shall take place on the Customer's territory located at Rujenas iela 5, Valka city, Republic of Latvia.

All Tenderers are asked to inspect the workplace prior to submission of competition documents. In order to arrange a visit the tenderers have to contact Valka power plant manager **Nadezda Kornejeva-Krumina** by phone: **+371 2649 6952** or by email: **nadezda.kornejeva-krumina@enefit.lv**.

The Customer shall not be responsible for any loss, damages or expenses incurred by a tenderer because of any inaccuracy or incompleteness of competition document, or because of any misunderstanding or misinterpretation of the terms of this document by any tenderer.

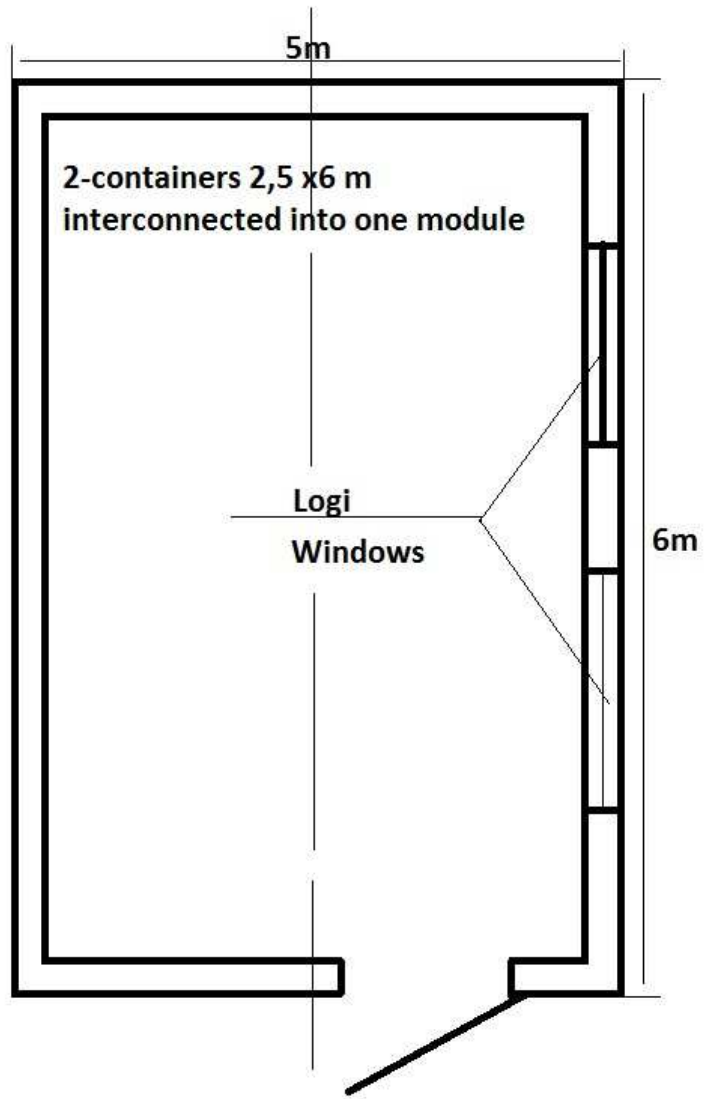
1. Contractor's assignments

- 1.1. The Contractor (in Contract – Seller) undertakes to build, supply, mount and interconnect office module container according to competition documents provided herein.
- 1.2. The construction and finishing of the office module container shall comply with the technical specification (attached in annex L1) to this document.
- 1.3. Delivery and mounting of items shall be carried out in 55 (fifty-five) calendar days since the day of signing the contract.
- 1.4. The due date for work completion is the 29th of December 2017.
- 1.5. The office container and works must be covered by 2-years warranty, which starts from the date after final work acceptance.
- 1.6. Upon completion of installation works and prior to take-over the contractor shall submit to Customer the project related documentation including as-built drawings, quality control certificates and other documents that Customer may reasonable require.
- 1.7. The tenderers are expected to perform all works, either directly, or through subcontractors.
- 1.8. The Contractor shall adhere to applicable Codes, Guidelines and Standards and industry best practices. The Contractor's activities shall be governed by Latvian legislation. The correct and safety-working practice should be employed during performance of works.

TECHNICAL SPECIFICATION

Office module container	
Description/usage	One office module container with size ca. 5 x 6 m assembled and mounted on site by interconnection of two standard (20') feet long and (8') feet width modules (see pic.1) through the long side walls as one room, without internal partition wall with one floor level (without threshold).
Structure	<p>Container frame/ supporting structure</p> <ul style="list-style-type: none"> • Container has its monolithic steel frame that is processed with anticorrosive paint. • Upper parts of the frames shall have lifting lugs for lifting the container with a crane. • Lower parts of the frames has coupling spots for lifting the container with a loader. • Both containers are fixed together via long sidewalls, which have a sealing spacer between them. • Two halves of the module container are fixed together by screws or special clamp joints in places permitted by the manufacturer. • The container must be placed on basement made of reinforced concrete plates (plates must be included in the applicant's offer). <p>Roof structure/ ceiling</p> <ul style="list-style-type: none"> • Roof structure is made of hermetically fixed profiled (zinc plated and painted) tin sheets. • Roof parts of the office container in their connection point (sealing spacers) must be covered or protected in any other way from precipitation getting on connections points - sealing points. • Includes vapour protection film. • Heat insulation level – 100 mm (polystyrene foam or mineral wool, or rock wool). Specific thermal conduction no greater than 0.037 W/mK, including sealing parts between containers. • Wood chip plate (OSB). • Ceiling internal lining – fixed white laminate plates. <p>Wall structure</p> <ul style="list-style-type: none"> • External lining – hermetic profiled (zinc plated, corrugated) tin sheets (colour code – picture 2 colour tone picture – picture 3 in Annex and No. PE RAL 1015). • Wood chip plate (OSB). • Heat insulation level - minimum of 55 mm (polystyrene foam or mineral wool, or rock wool, including sealing parts). (Specific thermal conduction no greater than 0.037 W/mK). • Includes vapour protection film. • Wall internal lining – fixed light tone laminate plates. <p>Floor structure</p> <ul style="list-style-type: none"> • Floor bottom – hermetically fixed, painted tin plates. • Wood chip plate (OSB). • Heat insulation level – 100 mm (polystyrene foam or mineral wool, or rock wool, including sealing parts). (Specific thermal conduction no greater than 0.037 W/mK).

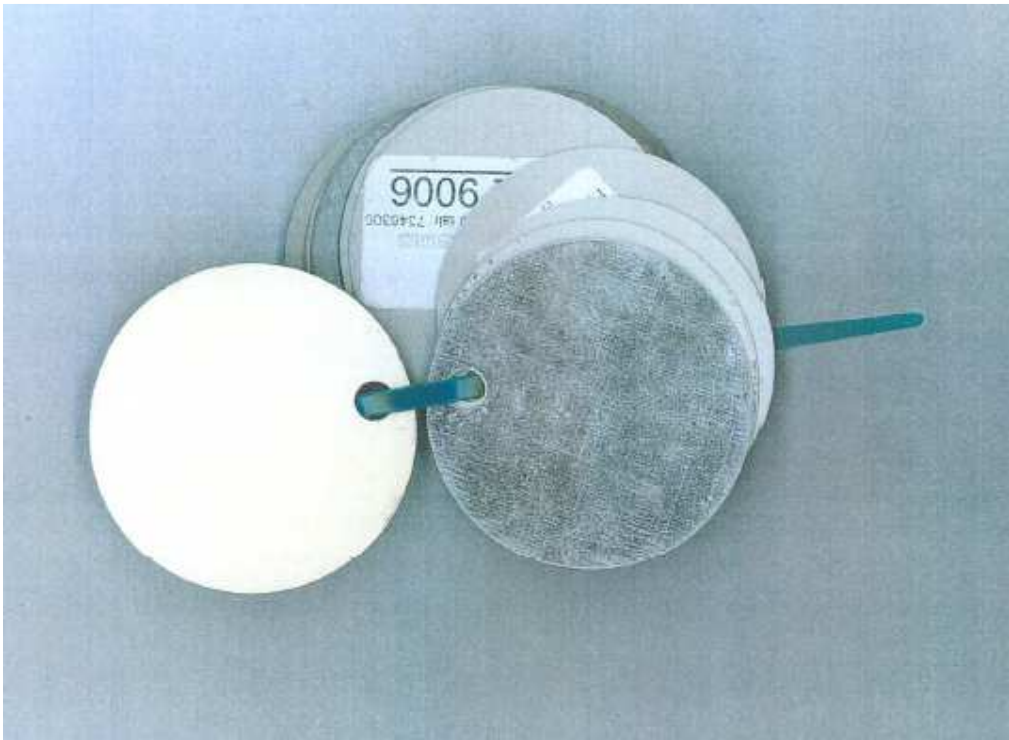
	<ul style="list-style-type: none"> • Floor cross-beam frame covered with double OSB or MDF plates. • Includes sound insulation level. <hr/> <ul style="list-style-type: none"> • Floor internal covering - tough one-tone linoleum (class 43 of resistance to abrasion). Alloyed in connection spots. <p>Doors / windows</p> <ul style="list-style-type: none"> • The shorter wall of the container shall have insulated single steel door with a lock (1 pcs. 800 x 2,000 cm). See the design in Annex. • One longest wall of the container has two standard size soundproof PVC windows that could be opened. See the design in Annex. • A soundproof glass-package consist of the 5 (five) chambers (approximate window size – 1.5 x 1.5 m (2 pcs.)) with the sound barrier not less than 32 dB. <p>Stairs</p> <ul style="list-style-type: none"> • The wooden stairs outside the door. The steps number and total height of stairs according to containers installing level. Stair will be equipped with handrail.
Overall dimensions of connected containers	<ul style="list-style-type: none"> • Length approximately 6 ± 0.55 meters. • Width approximately 4.9 ± 0.2 meters. • Height approximately 2.80 ± 0.1 meters.
Colour	All external and open internal container metal surfaces are painted white with rust resistant paint or covered with polymer coating. For external wall colour code, see pics. 2 and 3.
Quality requirements, guarantee	<ul style="list-style-type: none"> • All container-finishing materials conform to ISO certificate requirements. • CEE-type contact socket and plug must conform to IEC 60529 standard, with safety class (IP) no lower than 44. Nominal parameters of sockets (3PEN 400V 32A). Electric connection only by lead-in. Purchaser handles other electric placements by itself. • Electric installation of container must conform to laws and regulations of legislation of the Republic of Latvia. • Ventilation via fan, wall hole with grating (open/close), without switch and cabling • Total guarantee of the connected containers is at least 2 years.
Other specific requirements	Contract executor delivers and mounts containers in the place specified by purchaser within the borders of the Republic of Latvia.



Picture 1. Office container sketch



Picture 2. Colour code



Picture 3. Office container colour

Appendix III Terms and Condition of Contract

CONTRACT OF SALE No

<p>Enefit Heat and Power Valka SIA, (hereinafter referred to as the Buyer and/or Party), registry code: 44103024234, represented, on the basis of association, by management board members Nadežda Kornejeva-Krumina and Innar Kaasik</p>	<p>....., (hereinafter referred to as the Seller and/or Party), registry code: represented, on the basis of the articles of association, by management board member</p>
<p>For the purposes of this contract of sale (hereinafter the Contract), the Buyer and the Seller shall jointly be referred to as the Parties.</p>	
<p>Name of the procurement: Supply of the office module container Reference number of the competition: EE-2316</p>	
<p>1. Goods (name of sold object, quantity, type, quality, description, assembly terms, installation etc. you find in Annex 2)</p>	
<p>2. Term of performance 2.1. The term of performance of the Contract is 29.12.2017.</p>	
<p>3. Price of the Goods (Price of the sold object you find in Annex 3)</p>	
<p>4. Procedure for payment 4.1. The term of payment is thirty-five (35) calendar days from the receipt of the invoice.</p>	
<p>5. Method and place of delivery of the Goods The Goods shall be shipped to customer premises located at Rūjienas iela 5, Valka city, Latvia. Terms of delivery: DDP (Incoterms 2010).</p>	
<p>6. Sales warranty 6.1. The Seller shall provide the Goods with a sales warranty from the moment of acceptance of the Goods by the Buyer to at least the end of the warranty period designated by the manufacturer, but not less twenty four (24) months.</p>	
<p>7. The Parties' contact persons The Buyer's contact person: Nadežda Kornejeva-Krumina Telephone: +371 e-mail: Nadezda.kornejeva-krumina@energia.ee</p>	<p>The Seller's contact person: Telephone: + e-mail:</p>
<p>8. The Contract shall consist of the following Contract documents in the order of priority: 8.1. Contract; 8.2. Annex 1 General Terms and Conditions for the Purchase of Goods, approved with the directive date, number; 8.3. Annex 2 Tender documents for procurement No EE-2316, Appendix I 8.4. Annex 3 The Seller's Tender; 8.5. Annexes to the Contract "Code of Business Ethics for Contracting Parties of Eesti Energia" and "Occupational Health and Safety Requirements for Contractual Partners of Eesti Energia", as provided at https://www8.energia.ee/public/ee043.nsf/WebiOmaKJP?OpenFrameSet; 8.6. Other documents required by the Contract or law. The annexes to the Contract shall be considered as complementary, and the above order of priority shall be followed in case of uncertainties and contradictions. The Parties hereby confirm have having examined all annexes.</p>	
<p>9. The Contract shall enter into force upon its signing by the Parties.</p>	

Buyer: Enefit Heat and Power Valka CIA Republic of Latvia, Rūjienas iela 5, Valka city, Telephone: +371... E-mail:	Seller: <i>Name of company.....</i> Telephone: E-mail:
<i>/signature/</i>	<i>/signature/</i>