
Contents of Tender

1. Contracting authority:

AS Eesti Varude Keskus (Procurement)
Veerenni 38 b, 10138 Tallinn, Estonia
Phone: +372 66 00 900
E-mail: tender@espa.ee



Estonian Stockpiling Agency

2. Tendering Procedure: Open tendering procedure

Procurement is asking relevant Bidders to participate in a tender for contracting:

Storage Agreement – for storage of 12 000 m³ of diesel.

Bids for part-quantities in the territory at least 6 000 m³ of diesel per storage site are accepted.

The product to be stored may be managed individually (**separate storage**) or collectively (**co-mingled storage**). **In either case** Procurement accepts only the offer for storage of low sulphur diesel (max 10 ppm) according to EN 590 or subsequent valid standard.

In case of co-mingled storage of diesel, it is allowed to store winter grade or summer grade diesel in the summertime (in case of winter grade diesel stored in the summertime the cetane number of diesel shall be min. 51), but in any case it shall be winter grade diesel in the wintertime.

3. Place of the storage site: The Invitation to Tender is limited to storage sites **within the territory of Estonia**.
4. Variants of the contract conditions: **Use attached Bid Forms only!** (See clause 14).
Diversified contract conditions are not permitted.
5. Contracting period (**48 months**):
Storage contract(s) shall commence 1.10.2023 or 1.11.2023 or 1.12.2023 and end accordingly 48 months after the date of commencement of the contract.
6. Request for forms: see address indicated in clause 1. Necessary forms can also be downloaded from our web site indicated in clause 16.
7. Closing date for Bids: **11.07.2023, 23:59 h (local Estonian time)**.
8. Opening of Bids: The opening of the Bids received is undertaken on 12.07.2022, 12:00 h by the evaluating commission (jury) specially created by the Supervisory Board of Procurement. Bidders are not permitted to participate in the opening of Bids. For Procurement, Bids are free of charge.
9. **Payment**
- Storage Agreement** – The rate of payment is exclusively stated in **EUR/m³ per year** (Storage Fee).
In the offer the Storage Fee shall be indicated in Annex A “Description of Tank, Storage Fees” (see clause 14).
In case of Separate Storage, the Stock Exchange Fee can be indicated in Annex 1 “Single Storage Contract” clause 9 in **EUR/m³ per single Stock Exchange**.
10. Bids validity period: Bidders are bound to their Bids until and including **31.07.2023**.

11. Required documents and terms for qualifying the Bidders:

For carrying out the current procurement Procurer shall have the right to verify the Bidder's qualification (incl. financial status and technical competence of the Bidder).

11.1 Qualifying criteria of the Bidder:

1. The Bidder's financial status:

- i. the Bidder is solvent, the Bidder's assets are not sequestered, and no liquidation proceeding has been initiated and no bankruptcy order has been issued with respect to the Bidder;
- ii. the Bidder has performed all the obligations thereof with respect to state taxes.

2. Customs status:

- i. the Storage Facility including the storage tank(s) to be offered shall be an excise warehouse, therefore Bidder (or the Storage Operator in case the Bidder subleases the storage capacity; hereinafter jointly referred as the Bidder) shall have all necessary licences (e.g. the excise warehouse activity licence) to store the products under duty suspension. The excise warehouse activity licence must be valid during the entire term of the contract.

3. Environmental, technical and safety regulations/issues:

- i. the Storage Facility must hold all of the environmental and operating permits required in Estonia, which remain valid during the entire term of the Storage Agreement;
- ii. the Bidder shall have the possibility for loading the products from the railway tanker or barge to the storage tank and from the storage tank to the road tanker at the offered Storage Facility;

4. Insurance:

- i. the Storage Facility must be duly insured at all times during Contracting Period in compliance with article 7 of the Agreement for Storage of Liquid Fuels;
- ii. **the Bidder accepts full responsibility for the Storage Facility as described in the Agreement for Storage of Liquid Fuels.**

11.2 Verifying the above qualifying criteria by Procurer:

Procurer will verify all above criteria prior to storing its products in a Storage Facility or prior to signing the Storage Agreement, and this in the following ways:

1. Documentation check:

- i. documents concerning the customs status of the Storage Facility: Copy of the valid excise warehouse activity licence;
- ii. documents concerning the environmental, technical and safety regulations: Copy of the valid environmental and operating permits;
- iii. documents concerning the insurance policies: Copy of the declaration page of an insurance policy in conformity with article 7 of the Agreement for Storage of Liquid Fuels.

2. If necessary, by the physical inspection of the Storage Facility in compliance with article 1.4 of the Agreement for Storage of Liquid Fuels.

11.3 For qualification the Bidders shall submit the following documents together with their Bids:

1. Confirmation note of the Bidder that the Bidder is solvent, the Bidder's assets are not sequestered, and no liquidation proceeding has been initiated and no bankruptcy order has been issued with respect to the Bidder;
2. Confirmation note of the Bidder that the Bidder has performed all the obligations thereof with respect to state taxes.
3. Confirmation note of the Bidder that the offered tank capacity is suitable for storage of low sulphur diesel (max 10 ppm) according to EN 590.

4. Confirmation note ensuring that **in case of co-mingled storage** the Bidder is willing to take full responsibility regarding to co-stored diesel quality.
5. *Confirmation note ensuring access to another Storage Facility (situated in the same territory), which has a possibility for loading the products to the road tanker.
***Please note:** this confirmation note is **needed only in case** there is no possibility for loading the products to the road tanker at the offered Storage Facility.

Please note: We kindly ask all confirmation notes as requested in clause 11.3 to be submitted on one page as one document. It is allowed to submit the confirmation notes in Estonian or English language.

12. Procurer shall reject a Bid if:

- 1) the Bidder is not qualified pursuant to clause 11;
- 2) the Bid does not comply with the requirements set out in the current document.

The Procurer reserves the right to reject all tenders if:

- the cost of all successful tenders exceeds the estimated value of the contract;
- during the procurement procedure, the preconditions for announcing the procurement change, which make it impossible to realize the procurement (reduction of the Procurer's budget resources, etc.);
- the conclusion of the procurement contract has become impossible or impractical for reasons beyond the control of the Procurer;
- there are other unforeseen situations due to which it is not expedient for the Procurer to conclude the procurement contract.

13. **Evaluation criteria of Bids:** Procurer shall compare and evaluate all Bids that have not been rejected. The Contract will be awarded to the most economically and technically advantageous tender. For the evaluation of the Bids we would like to refer to the “Principles for Assessment of Procurements of Procurer” that is available in the “Tenders” section on our web site: www.espa.ee

Bidder must ensure continuous and uninterrupted power supply at storage place. In the event of power outage /failure it is the obligation of the provider to secure autonomous power supply to the terminal for the purpose of delivery of fuel from storage.

Breach of the condition of uninterrupted delivery of fuel from storage is considered to be in material breach of contract. Procurer will apply a contractual penalty of EUR100.000 for each material breach.

Participation in the tender is not allowed for companies domiciled in the Russian Federation or the Republic of Belarus.

Procurer rejects the tender if awarding the public contract based on that tender would violate an international sanction within the meaning of the International Sanctions Act.

14. Bid Forms: The contract – if any – will be awarded by **31.07.2023 at the latest** (acceptance period) countersigned by Procurer. **The Bid has to comprise** a complete signed (**each pages**) set of Bid Forms of the **latest version of Storage Agreement (06/2007)** consisting of:

Agreement for Storage of Liquid Fuels

Single Storage Contract	(Annex 1)
Agreement for Stock Exchange	(Annex 2)
Description of Tank, Storage Fees	(Annex A)
Handling Fees and Additional Expenses	(Annex B)
Information on Storage Facility	(Annex C)

These documents have to be completed and submitted to Procurer **by e-mail** (scanned signed copies in .pdf format or digitally signed documentation) to tender@espa.ee mailbox.

Other kind of bids, i.e. oral are not permitted and will be refused.

15. The structure of the Bid to be submitted:

- 1) Required confirmation notes (pursuant to clause 11)
- 2) Bid Forms (pursuant to clause 14)

16. Further information:

For additional information please visit the “Tenders” section on our web site: www.espa.ee

Contact persons:

Mr. Priit Enok

Phone: +372 66 00 901

E-mail: priit.enok@espa.ee

Mrs. Gea Tiits

Phone: +372 66 00 900

E-mail: gea.tiits@espa.ee

Please add e-mail address tender@espa.ee to carbon copy line in case of any correspondents regarding this tender.

Priit Enok
Member of the Board
AS Eesti Varude Keskus