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Explanations to the Tender

**Only attached Bid Forms (version 06/2007) may be used.**

All offers (incl. Agreement for Storage of Liquid Fuels and annexes to it) have to be completed and submitted in at the latest by **11.07.2023, 23:59 h (local Estonian time)**. Bids shall be received by Procurer by this time.

The offer has to be scanned and signed in .pdf format **or** digitally signed to [tender@espa.ee](mailto:tender@espa.ee).

Your bids are binding until and including **31.07.2023**.

Belated or **non-corresponding** offers or **offers lacking essential information** cannot be considered.

The sole base for all bids is the **unchanged** contract forms you received from Procurer. Otherwise based offers or additional offers are not permitted and need not be considered. Please do not enclose calibration-certificates with your offer.

**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.**

The *Agreement for Storage of Liquid Fuels*, the *Agreement for Stock Exchange* are to be handed in only once, in 2 copies – also when submitting more than one offer.

With regard to the conclusion of the Agreement for Storage of Liquid Fuels we point especially to the following articles:

- Article 1.4 that describes the requirements for the technical conditions of the Storage Facility;
- Article 6 - the natural losses are not acceptable;
- Article 7.3 - the storage operator shall have the liability insurance. Please note that it is stipulated in Article 7.3 that for the property insurance Procurer will insure the liquid fuels by itself;
- Article 9.3 stipulates that 1 (one) receiving/returning or returning/receiving charge of the products shall be included in the Storage Fee during the validity of the Single Storage Contract;
- Article 10.1 stipulates that in case of separate storage upon the demand of the Depositor refreshment of stocks shall be performed by the storage operator. Differently from Article 1.1 of the Agreement for Stock Exchange this operation may be subject to the additional remuneration (“the Stock Exchange Fee”).
- Article 1.8 and 10.3 – in case of co-mingled storage the liquid fuels stored together with the Products shall comply with the specification agreed in the Single Storage Contract and shall meet the respective EN quality requirements.

**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.**

You can request bid forms to be sent to you or download those from the “Tenders” section on our web site: [www.espa.ee](http://www.espa.ee)

Please do not hesitate to contact us for further information.

Estonian Stockpiling Agency

Mr. Priit Enok, Tel. +372 66 00 901 ([priit.enok@espa.ee](mailto:priit.enok@espa.ee))

Mrs. Gea Tiits, Tel. +372 66 00 900 ([gea.tiits@espa.ee](mailto:gea.tiits@espa.ee))