CONDITIONS OF THE SELECTIVE TENDER

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**CONDITIONS OF THE SELECTIVE TENDER**

# **GENERAL INFORMATION ABOUT THE SELECTIVE TENDER**

## **General information and purpose of the selective tender**

* 1. The Ministry of Defence, by way of a selective tender, will grant the right of superficies for a term of up to 70 years (the term of the right of superficies is subject to negotiations) for the use of locations on the following land area:
		1. Pärnu county Pärnu city Ermistu village Audru metskond 20 property (Tartu Maakohtu kinnistusosakonna registry section nr 16291650, cadastral code 82602:005:0282, area 17 064 056 m², itended purpose profit yielding land, rvok KV1519).
	2. The following will be released for use:
		1. Portion of approximately 178 hectares of land (the precise size of the portion to be allocated to a specific user will be determined as a result of the selective tender process) (hereinafter the **object**).
	3. The person releasing the assets for use intends to establish base infrastructure (e.g., infrastructure necessary for the provision of utility services (such as electricity connection, water supply and water treatment), fencing around the land area, roads and storage facilities, a testing site, a site for the disposal of production residues, etc.) on the land specified in clause 1.1. The exact need, scope, composition, and usage conditions for such infrastructure will be determined by the person releasing the assets for use during the selective tender process. The extent to which the base infrastructure will be provided by the person releasing the assets for use will also be determined during the selective tender process. Infrastructure that is used as a service provided by the Centre for Defence Investments (hereinafter **RKIK**) or a person designated by it (such as storage facilities, testing ground, disposal site for production residues, or similar) for a service fee shall have its terms of use defined in the infrastructure service agreement.
	4. In addition to the land area specified in clause 1.1, the organiser of the selective tender may decide to release for use an additional land area in the following location: Ida-Viru county Lüganuse municipality Varinurme village Põhja-Kiviõli põlevkivikarjääri property (Tartu Maakohtu kinnistusosakonna registry section nr 3271708, cadastral code 75101:003:0112, area 2 500 874 m², itended purpose mining industry land, rvok KV9350) and Ida-Viru county Lüganuse municipality Varinurme village Liignurme kaevevälja property (Tartu Maakohtu kinnistusosakonna registry section nr 4689308, cadastral code 75101:003:0298, area 616 310 m², itended purpose mining industry land, rvok KV27816) (hereinafter the **additional area**). If the organiser of the selective tender decides to release the additional area for use, the person releasing the assets for use assumes no obligation to establish base infrastructure on that additional area. The portion of the additional area to be made available to a specific user will be determined as a result of the selective tender. The principles governing the selective tender process for the additional area are set out in clause 13 of the selective tender conditions.
	5. Information on the plots plan of the land to be used (possible solution) in Annex 1 to conditions of the selective tender. Additional information can also be found on the webpage <https://kaitseministeerium.ee/et/planeeringud/kaitsetoostuspark>/.
	6. The object is made available for the purpose of supporting the development of Estonia’s defence and security sector, providing the opportunity to use the object for the production of ammunition, munition not containing an explosive substance, munition containing an explosive substance, military explosives or military explosive substance (to avoid ambiguities, this does not include the manufacture of a pyrotechnic article), or for the production of components of the aforementioned items (activities referred to in § 8333 subsection 1 clauses 1 and 6 of the Weapons Act and in § 2 subsection 4 of the Explosives Act, which are carried out on the basis of an activity licence issued pursuant to the Weapons Act or the Explosives Act). The right of superficies will be granted on the territory designated for the defence industry park under the national designated spatial plan, for the purpose of establishing buildings required for the production of ammunition, munition not containing an explosive substance, munition containing an explosive substance, military explosives, military explosive substance, or their components, including for construction of production and other buildings and facilities.
	7. The selective tender will be carried out in accordance with the State Assets Act and other applicable laws, regulations and administrative provisions.
	8. The organiser of the selective tender is RKIK.
	9. As a result of the selective tender, a right of superficies agreement (as a usage agreement) will be concluded with the tenderer(s) who submit(s) the best offer(s) that complies with the conditions of the selective tender (hereinafter referred to as the **winner of the selective tender**), in accordance with the conditions set forth in the selective tender documents. According to the results of the selective tender, there may be multiple winners.
	10. The winner of the selective tender undertakes to use the object for the production of ammunition, munition not containing an explosive substance, munition containing an explosive substance, military explosives, or military explosive substance, or for the production of components of the aforementioned items (hereinafter the **production**). The specifics of the production will be governed by the contract for the use of state assets (i.e. the contract under the law of obligations and the real right contract for the right of superficies).
	11. RKIK invites persons interested in participating in the selective tender to submit applications in accordance with the conditions specified in the tender documents, including the notice of the selective tender, these selective tender conditions (hereinafter **TC**), and their annexes (hereinafter collectively referred to as the **Selective Tender Documents** or **STD**).
	12. The selective tender will be conducted in Estonian and English. Applications for participation and subsequent tenders must be submitted in either Estonian or English. If a participant requires an interpreter to take part in the selective tender, they must arrange and cover the cost of the service themselves. If RKIK or the Ministry of Defence requires any document or part thereof submitted by the participant in English or another language to be translated into Estonian (including for submission to a court), the participant shall bear all costs in connection with translating the document. In case of discrepancies, ambiguities, or differences between the Estonian and English versions of any document (including the STD or any annexes), the Estonian text shall prevail.
	13. RKIK may involve an expert or experts in the selective tender process at any stage at its own discretion. These experts may include employees of RKIK or institutions within the Ministry of Defence’s area of administration, or persons from outside these institutions, regardless of the nature of the contract concluded with them.
	14. The present document (TC) includes the following annexes:
		1. Annex 1 – plots plan (possible solution);
		2. Annex 2 – draft of the non-disclosure agreement;
		3. Annex 3 – draft of the contract under the law of obligations for the right of superficies;
		4. Annex 4 – draft of the real right contract for the right of superficies;
		5. Annex 5 – draft of the infrastructure service agreement.
	15. Where context requires, words in the singular may also imply the plural, and vice versa. The terms “applicant” and “tenderer” shall also include joint applicants and joint tenderers[[1]](#footnote-2). The terms “applicant” and “tenderer” may refer to the same person depending on the context and the stage of the selective tender process. If a person interested in participating in the selective tender has not asked for clarification regarding any condition set out in the TBD prior to submitting their application (or later, their offer), RKIK has the right to interpret the condition unilaterally in the event of ambiguity, taking into account the objectives sought with the contract to be concluded as a result of the selective tender.
	16. Participants in the selective tender must note that RKIK has the right, at any time during the tender process, to reject all applications or offers (depending on the stage of the tender) and to terminate the selective tender under the following circumstances:
		1. the circumstances or conditions present at the announcement of the selective tender have changed significantly, making the continuation of the tender impossible or impractical for RKIK (including, but not limited to, a decision by RKIK’s governing body, the Ministry of Defence, the Government of the Republic, or another authority or organisation, as a result of which continuing the tender becomes impossible or unreasonable, as well as in case of delays in the national designated spatial plan for the defence industry park); or
		2. the tender documentation contains an error or deficiency that cannot be rectified during the tender process, and failure to correct or eliminate it would result in adverse consequences for the Republic of Estonia upon conclusion of the contract; or
		3. due to the public interests of the person releasing the assets for use or the Republic of Estonia.

## **Participation in the selective tender and communication procedures**

* 1. RKIK will organise an information day for entrepreneurs interested in this selective tender. The information day will take place at Nordic Hotel Forum (Viru väljak 3, Tallinn) **17.04.2025 at 12**. RKIK may organise additional information days, in which case it will notify known interested parties by email and publish details about the information day on its website.
		1. Registration for the information day must be completed at least **13.04.2025** by sending a request to participate via email to ecdi@rkik.ee. Together with the request, the following details must be provided for each participant:
1. name and personal identification code (or date of birth if no ID code) of the participant (natural person);
2. details of the legal entity represented by the participant – name, registration code, address, contact details;
3. the participant’s position or role within the legal entity they represent;
4. contact details of the participant.
	* 1. Only those who have registered in advance may attend the information day.
		2. RKIK has the right to ask the participants additional information or clarifications regarding participation in the information day.
		3. A maximum of 3 participants from one legal entity may attend the information day.
		4. To verify the identity of the participant, each participant must bring a valid ID document.
		5. RKIK has the right to deny individuals access to the information day (for example, due to security considerations, to maintain order, or to ensure the purposeful conduct of the information day, etc.). During the information day, the EDCB has the right to take measures to maintain order, including, if necessary, removing an individual from the event.
		6. The information day will be recorded.
		7. RKIK may respond to questions asked during the information day after the event, and will publish the questions and answers on its website www.kaitseinvesteeringud.ee/en/defence-industry-park/ within 5 working days. RKIK reserves the right to extend the response deadline.
		8. Upon request, RKIK will send the recording of the information day to the interested persons who are interested in the selective tender . To receive the recording, interested persons must submit a request by email to ecdi@rkik.ee, including the name of the legal entity and the designated contact person's details.
	1. Interested parties have the right to independently familiarise themselves with the object released for use. Access to the land area specified in clause 1.1 of the TC is unrestricted, so interested persons may inspect the area at their own discretion. Additional information about the location is available on the following website [www.kaitseinvesteeringud.ee/en/defence-industry-park/](http://www.kaitseinvesteeringud.ee/en/defence-industry-park/)
	2. Submitting questions to RKIK about the selective tender and STD:
		1. Questions related to the selective tender must be submitted via email to ecdi@rkik.ee.
		2. RKIK generally replies to questions within 3 working days. For questions requiring additional analysis or consultation with other state authorities, RKIK may extend the response time to 5 working days. If fewer than 3 working days remain between RKIK receiving the question and the deadline for submitting applications or offers, RKIK may choose not to respond.
		3. RKIK will will publish the questions and answers on its website www.kaitseinvesteeringud.ee/en/defence-industry-park/
		4. During negotiations, the procedure and deadlines for submitting questions and receiving answers will be determined by RKIK in the Invitation to Negotiations (hereinafter **ITN)** or during the course of negotiations.
	3. Applicants or tenderers must submit any explanations or explanatory documents regarding their application or offer, or other data, responses, or inputs requested by RKIK, within 3 working days of receiving such a request from RKIK. RKIK may, but is not obliged to, extend this deadline if necessary. If the applicant or tenderer fails to submit the required explanations or documents by the deadline or does not respond substantively, RKIK may decide to eliminate the person from the selective tender process.
	4. The applicant or tenderer assumes full responsibility for the timely delivery of all documents to RKIK (including the application, initial offer, and final offer). RKIK is not liable for delays, failures, or interruptions caused by circumstances beyond its control, such as *force majeure*, power outages, disruptions in the internet or telephone connections of the applicant or RKIK, or the malfunctioning of other electronic devices, including software.
	5. RKIK treats all applications and tenders, as well as any information submitted during negotiations by selective tender participants, as confidential. At the request of a participant, RKIK will conclude a separate non-disclosure agreement with the participant, based on the text provided in Annex 2 of the TC. To conclude the non-disclosure agreement, the participant must send a notice and the signed agreement stipulated in Annex 2 to ecdi@rkik.ee. RKIK will sign and return the countersigned agreement within 3 working days. RKIK will not sign a non-disclosure agreement if its content deviates from the version provided in Annex 2 of the TC.
	6. RKIK may amend the STD if necessary, informing the known interested parties or participants (depending on the stage of the process) in the selective tender accordingly. Based on the nature of the amendment, RKIK may (but is not obliged to) decide to extend a relevant upcoming deadline.
	7. If an applicant or tenderer provides false information at any stage of the selective tender procedure, RKIK will eliminate that person from the process, and they will not be allowed to continue. If, in RKIK’s view, the deviation is of minor importance and the applicant/tenderer submits corrected and accurate information, RKIK may (but is not obliged to, nor can the applicant or tenderer demand this) allow them to continue in the selective tender.

# **APPLICATION STAGE**

## **Requirements for participants and compliance verification**

* 1. Legal entities (including joint applicants/joint tenderers) may participate in the selective tender if they meet all of the following qualification requirements:
		1. the legal entity’s (and in the case of joint applicants, each of them) significant shareholder[[2]](#footnote-3) (including indirect shareholder), ultimate beneficial owner[[3]](#footnote-4), procurator, management board and supervisory board member, and other persons exercising controlling influence over the entity must be a citizen of[[4]](#footnote-5):
1. the European Union member state,
2. a NATO member state,
3. an OECD member state,
4. a country with which the Republic of Estonia has concluded a mutual agreement on the protection of classified information, or
5. another country for which the Ministry of Defence has granted an exemption in coordination with the Ministry of the Interior.
	* 1. the legal entity (or each joint applicant in case of joint application) must not be bankrupt, in liquidation, or have suspended its business activities, nor be in a similar situation;
		2. the legal entity (or each joint applicant in case of joint application) must not have any tax arrears regarding state taxes;
		3. the legal entity (or each joint applicant in case of joint application), its shareholders (including direct and indirect shareholders), ultimate beneficial owners, supervisory or management board members, procurators, or other persons exercising controlling influence must not have any valid criminal convictions.
	1. RKIK verifies compliance with these qualification requirements (as stated in clause 3.1 of the TC) based on the data, confirmations, evidence, and documents submitted by the applicant. For compliance verification, RKIK has the right to make inquiries to the applicant, associated legal and natural persons, and any other relevant individuals or institutions. The applicant is obligated to cooperate fully in verifying compliance, including with making the inquiries.
	2. RKIK shall not allow the applicant to continue participating in the selective tender and shall exclude from the procedure any applicant who does not meet the qualification requirements set out in clause 3.1 of the TC or who fails to demonstrate compliance with the qualification requirements. If, in RKIK’s assessment, the applicant’s non-compliance with the qualification requirements specified in clause 3.1 of the TC is minor, RKIK may (but is not obligated to, and the applicant may not require RKIK to do so) allow such applicant to continue participating in the selective tender. RKIK shall issue a formal decision only if it decides to exclude the applicant from the selective tender.
	3. RKIK has the right at any time during the selective tender procedure (including after the submission of final offers) to verify the applicant’s/tenderer’s compliance with the qualification requirements and to request, at any time, the submission of additional data or documents, clarification of the contents of submitted documents, or the submission or supplementation of data or documents that enable such clarification. If, at any time during the selective tender (including after the submission of final offers), RKIK becomes aware that the person does not meet the qualification requirements set out in clause 3.1 of the STC, or the applicant/tenderer fails to demonstrate that they meet the qualification requirements, RKIK shall exclude the applicant/tenderer from the selective tender. If, in RKIK’s assessment, the applicant’s/tenderer’s non-compliance with the qualification requirements set out in clause 3.1 is minor, RKIK may (but is not obligated to, and the applicant/tenderer cannot require RKIK to do so) allow such applicant/tenderer to continue participating in the selective tender. RKIK shall issue a formal decision only if it decides to exclude the applicant/tenderer from the selective tender.

## **Use fee and security**

* 1. The use fee is **2862 euros per hectare for one year** (excluding VAT)[[5]](#footnote-6). RKIK anticipates that, in addition to the use fee, the user will also cover taxes and encumbrances related to the object, ancillary and any other usage-based costs associated with the use of the object (e.g. utility services, etc.), and the fee for using the infrastructure established by RKIK. The detailed structure of the use fee and other charges will be the subject of negotiations during the selective tender process and it will be determined by RKIK no later than in the Invitation to Submit Final Offer (hereinafter the **ISO**).
	2. If RKIK decides to open the additional area for use (as referred to in clause 1.4 of the TC), it will also set a starting price for that area. The structure of the use fee and other charges for the additional area will likewise be negotiated during the selective tender process and specified in the final ISO.
	3. No participation fee is charged for the selective tender.
	4. The security for the selective tender is **7000 euros**. This security is required to ensure the proper conduct of the selective tender procedure. It must be provides by the applicant[[6]](#footnote-7) no later than the application deadline. Failure to provide the security on time or in accordance with requirements will result in the applicant (or joint applicants) being excluded from the selective tender process. The security may be provided in one of the following forms:
		1. a cash deposit (security payment); or
		2. a guarantee issued by a credit or financial institution or an insurance provider (i.e. a tender guarantee).
	5. If using a cash deposit, payment must be made:

Recipient: Ministry of Finance (Rahandusministeerium)

Account number:

• SEB Pank EE891010220034796011 (BIC/SWIFT: EEUHEE2X)

• Swedbank EE932200221023778606 (BIC/SWIFT: HABAEE2X)

• LHV Pank EE777700771003813400 (BIC/SWIFT: LHVBEE22)

• Luminor Bank EE701700017001577198 (BIC/SWIFT: RIKOEE22)

It is also mandatory to indicate the reference number 2800048972. The entity making the payment must be the same legal entity as the applicant (or one of the joint applicants) in the selective tender.

* 1. The tender guarantee stipulated in TC clause 4.4.2 must meet the following conditions:
		1. it must be a first-demand guarantee;
		2. it must be valid until the conclusion of the real right contract for the right of superficies (inclusive);
		3. the beneficiary must be: Centre for Defence Investments (registry code 70009764, Järve 34a, 11314 Tallinn);
		4. the applicant named in the guarantee must match the tender applicant (or one of the joint applicants);
		5. the guarantee letter must reference the notice number published in the publication “Avalikud Teadaanded” and specify that it relates to the selective tender for the defence industry park;
		6. the guarantee must be evidenced by a signed guarantee letter from the issuer, meeting the requirements of clause 4.6 of the TC.
	2. If the selective tender fails or is cancelled due to the actions of a participant, or if the participant causes the results of the tender to be declared invalid, the cash deposit will not be refunded, and the tender guarantee will be enforced.
	3. All matters related to the security will be handled in accordance with the State Assets Act and other applicable laws, regulations and administrative provisions..

## **Deadline for submitting the application, structure of the application and required documents**

* 1. Submitting an application is a prerequisite for submitting both the initial and final offers.
	2. **The deadline for submitting applications is 15 May 2025**. If the application deadline changes, RKIK will notify all known interested parties via email and publish the new deadline on its website (www.kaitseinvesteeringud.ee/en/defence-industry-park/).
	3. Applications must be sent by email to: ecdi@rkik.ee. The subject line should read as follows: “[Name of Entity], defence industry park selective tender, do not open before [15.05.2025]”.
	4. RKIK will accept only those applications that are submitted to the email address specified in clause 5.3 of the TC and received by the deadline specified in clause 5.2.
	Applications submitted in hard copy (including by post, courier, or hand delivery) or received after the deadline will not be accepted.
	5. Each applicant (joint applicants[[7]](#footnote-8)) may submit one application. Applicants have the right to amend their application until the application submission deadline by notifying RKIK of the amendment, submitting a new, revised complete application, and clearly expressing the intention to withdraw the previously submitted application. To avoid ambiguity, in the case of multiple submissions, the last submitted application shall be considered valid.
	6. The applicant shall submit the following documents as part of the application:
		1. an introduction of the (joint) applicant(s) (in free format), including:
1. the name, field of activity, and country where each (joint) applicant has their seat;
2. the contact details of each (joint) applicant;
3. the contact person for the selective tender and their contact details;
4. an overview of the corporate structure of each (joint) applicant, including data on key owners (including direct and indirect shareholders), ultimate beneficial owners, members of the management bodies, procurators, and other persons involved in management — names, citizenships, and countries of residence;
5. previous experience of the (joint) applicants in the production of munition not containing an explosive substance, ammunition, munition containing an explosive substance, military explosives or military explosive substances, or components of the aforementioned items.
	* 1. the following confirmations by the (joint) applicants:
6. confirmation(s) regarding the absence of the circumstances referred to in clause 3.1.2 of the TC;
7. confirmation(s) regarding the absence of the circumstances referred to in clause 3.1.3 of the TC;
8. confirmation(s) regarding the absence of the circumstances referred to in clause 3.1.4 of the TC.
	* 1. a description of the project planned for the Defence Industry Park (free format), including:
9. a description of the product to be manufactured, including its Technology Readiness Level (TRL), and whether a complete product or a component is intended to be produced;
10. the desired estimated size of the land area expressed in square metres, taking into account the safety zone requirements of the handling site. The size of the desired estimated land area may not be less than 20 000 m2. ~~(when specifying the desired estimated land area, the applicant shall consider that under the spatial plan, the average plot size is 62 354 m² (maximum 98 776 m², minimum 50 131 m²), and the applicant is required to express the need for land in full multiples of the average plot size[[8]](#footnote-9))~~;
11. a conceptual layout drawing(s) of the production buildings to be established, the area of the production buildings and the net quantity of the explosive substance handled per each building;
12. the planned quantity (including minimum and maximum quantities to be stored at any one time) of explosive substance or other product to be produced, relevant under the selective tender, in total;
13. the maximum net quantity of explosive substance to be stored in the storage facilities at any one time;
14. expected results (including production volumes);
15. the estimated investment amount expressed in euros.
	1. The applicant must take into account that the project described in the application must remain substantially the same throughout the selective tender procedure (for example, with respect to the product to be manufactured, the quantities of explosive substance to be handled or other key indicators). If, in the course of the procedure, RKIK finds that the project described in the application has materially changed in its essential characteristics, RKIK shall exclude the applicant/tenderer from the procedure. If RKIK considers the deviation to still be acceptable, it may (but is not obliged to, and the applicant may not demand it) allow the applicant to continue participating in the selective tender. RKIK will issue a formal decision only if it decides to exclude the applicant from the selective tender.
	2. The application must be digitally signed with a qualified electronic signature within the meaning of eIDAS. If a foreign applicant is unable to sign the application with a qualified electronic signature as defined in eIDAS, the applicant may submit a physically signed and then scanned paper copy.
	3. RKIK accepts all commonly used document formats for the application, including .pdf, .txt, .rtf, .odt, and MS Office formats.
	4. The application must be prepared electronically in Estonian or English.
	If the applicant submits data or documents in a language other than Estonian or English, the applicant must include a translation into Estonian or English.
	5. If multiple applicants submit a joint application (joint applicants), they must designate one of the joint applicants as the representative for actions necessary in the selective tender process, and must include in the application the necessary powers of attorney to that effect.
	6. The application must also include authorisation for the natural person authorised to represent the (joint) applicants in the selective tender process.
	7. The application must comply with the requirements set out in the TC and the applicable legal acts of the Republic of Estonia and may not be misleading in any way.
	The application must contain all the information and documents required under clause 5 of the TC. An application is deemed compliant if all requirements established by RKIK have been fulfilled.

## **Opening of applications and verification of compliance. Purpose of the application.**

* 1. RKIK opens the applications after the deadline for submission has passed.
	Applications submitted after the deadline will be returned to the applicant without having been considered.
	2. RKIK verifies whether the submitted application complies with the requirements set out in the TC. If the application is non-compliant, RKIK will exclude the applicant or joint applicants from the selective tender procedure. If RKIK considers the non-compliance to be minor, it may request the applicant/joint applicants to submit additional information, explanations, or documents as a condition for continuing in the procedure. RKIK will issue a formal decision only if it decides to exclude the applicant from the selective tender.
	3. Based on the applications, a list will be established of those applicants who are entitled to participate in the subsequent stages of the selective tender. The applicants will be notified of the inclusion to the list and the list will be published.

# **INITIAL OFFER STAGE**

## **Deadline for submitting initial offers, structure of initial offer, and required documents**

* 1. Submitting an initial offer is subject to having submitted a timely application.
	2. **The deadline for submitting initial offers is 15 June 2025**.
	If the deadline changes, RKIK will notify all applicants via email.
	3. Initial offers must be sent to the following email address: ecdi@rkik.ee.
	Subject line should read: “[Name of Entity], Defence Industry Park selective tender, do not open before 15.06.2025”
	4. RKIK will accept only those initial offers that are submitted to the email address specified in clause 7.3 and received by the deadline stated in clause 7.2. Tenders submitted on paper (by mail, courier, or in person) or submitted after the deadline will not be accepted.
	5. The initial offer must include the following documents (unless already submitted with the application[[9]](#footnote-10)):
		1. extracts from the commercial register of the (joint) tenderers and information on their legal representatives, including indication of business names in the initial offer.
		2. documents demonstrating compliance with the qualification criteria set out in TC clause 3.1 (if not already submitted), including:
	6. for compliance with clause 3.1.1, an overview of the corporate structure of each (joint) applicant, including data on key owners (including direct and indirect shareholders), ultimate beneficial owners, members of the management bodies, procurators, and other persons involved in management — names, citizenships, and countries of residence;
	7. confirmation of the absence of the circumstances referred to in clause 3.1.2;
	8. confirmation of the absence of the circumstances referred to in clause 3.1.3;
	9. confirmation of the absence of the circumstances referred to in clause 3.1.4.
		1. organisational structure of the tenderer’s project, including:
	10. overview and description of all project participants (tenderer, joint tenderers, and other key participants[[10]](#footnote-11), including subcontractors), including:
		1. names of all (joint) tenderers and other key participants, with each party’s role in project implementation;
		2. the relationships between participants, description of the contribution of each major participant, and approximate participation share (in percentages);
		3. information on how the tenderer plans to allocate direct and indirect ownership shares in the legal entity with whom the right of superficies contract under the law of obligations will be concluded (this legal entity does not have to be established at the time of submitting the initial offer);
		4. information on the countries where the key project participants have their seats.
		5. information regarding the tender security (copy of payment order for the cash deposit or a guarantee letter meeting the requirements set out in clause 4.6 of the TC).
		6. a draft of the project implementation and production activity plan for the first 7 years under the future right of superficies contract. This must include (in the format and extent not already submitted with the application[[11]](#footnote-12)):
	11. description of the product to be manufactured, including its Technology Readiness Level (TRL), and whether a complete product or component is intended;
	12. description of the production process, including required activities for initiating production;
	13. description and timeline of actions for establishing production readiness (e.g., installation of production facilities and equipment, obtaining permits);
	14. desired land area in square metres, considering safety zones around handling sites. The size of the desired estimated land area may not be less than 20 000 m2; ~~(the tenderer must express the need in multiples of the average plot size, which is approximately 62 354 m²[[12]](#footnote-13));~~
	15. a conceptual layout drawing(s) of the production buildings to be established, the area of the production buildings and the net quantity of the explosive substance handled per each building;
	16. the planned quantity (including minimum and maximum quantities to be stored at any one time) of explosive substance or other product to be produced, relevant under the selective tender, in total;
	17. the maximum net quantity of explosive substance to be stored in the storage facilities at any one time;
	18. need for base infrastructure, including whether and to what extent (volume, information regarding the need) the infrastructure offered by RKIK (for example, storage space, testing area, and disposal site) will be required in connection with the end product and/or explosive substances;
	19. detailed breakdown of the supply chain for at least the key components of the products (supporting evidence such as letters of intent, cooperation agreements, etc., to be submitted later with the final offer);
	20. description of logistics (including logistics of both the components required for production and the finished product);
	21. customers (including existing or potential contracts and volumes, as well as target countries for sales);
	22. marketing approach, including sales process and market potential;
	23. competitors and competitive advantages;
	24. price indication of the product and market comparison;
	25. business plan of the project;
	26. risk analysis;
	27. expected results, including production volumes;
	28. the estimated investment amount expressed in euros;
		1. confirmation that the tenderer agrees to the use fee set out in clause 4.1 of the TC (RKIK does not expect competitive offers for the use fee).
	29. The initial offer must be digitally signed with a qualified electronic signature within the meaning of eIDAS. If a foreign tenderer is unable to sign the initial offer with a qualified electronic signature as defined in eIDAS, the tenderer may submit the initial offer physically signed on paper and subsequently scanned.
	30. RKIK accepts all commonly used document formats for the initial offer, such as .pdf, .txt, .rtf, .odt, and MS Office formats.
	31. The initial offer must be prepared electronically in Estonian or English.
	If, during the selective tender process, any data, evidence, documents, extracts, or similar materials submitted to RKIK are issued by a competent authority of the tenderer’s country of establishment (such as a public authority, notary, auditor, etc.) in a national language that is neither Estonian nor English, the tenderer must attach a translation of those documents into Estonian or English. If RKIK has doubts about the accuracy of the translation, it has the right to request an officially certified translation (e.g., by a sworn translator, notary, or other competent official or authority authorised to certify translations).
	32. The initial offer must comply with the requirements set out in the TC and with the laws in force in the Republic of Estonia, and must not be misleading in any way.
	The initial offer must include all the data and documents required in the TC.
	The initial offer is deemed compliant if all requirements established by RKIK have been fulfilled.
	In the case of non-compliant initial offers, RKIK will exclude the tenderer(s) who submitted them from the selective tender procedure. If RKIK considers the non-compliance to be minor, it may request the tenderer(s) to provide additional information, explanations, or documents as a condition for continuing in the procedure. RKIK will issue a formal decision only if it decides to exclude the tenderer from the selective tender.

## **Opening of initial offers, verification of compliance of initial offers, and verification of compliance with qualification requirements**

* 1. RKIK opens the initial offers after the deadline for submission of initial offers has passed. Initial offers submitted after the deadline will be returned to the tenderer without being reviewed.
	2. RKIK verifies whether the tenderer has fulfilled the requirements set out in clause 7.1 of the TC.
	If the tenderer has not submitted the application referred to in clause 5 of the TC, RKIK will return the initial offer without having been considered.
	3. RKIK verifies whether the tenderer meets the qualification requirements set out in clause 3.1 of the TC. If RKIK considers that the tenderer meets the qualification requirements set out in clause 3.1 of the TC, it may commence negotiations with that tenderer. RKIK may decide to commence negotiations with a tenderer in parallel with the verification of the tenderer’s compliance with the qualification requirements. RKIK is not required to complete the verification of other tenderers’ compliance with the qualification requirements before commencing negotiations with a tenderer.
	4. RKIK will not allow a tenderer to continue participating in the selective tender and will exclude from the procedure any tenderer who does not meet or cannot prove compliance with the qualification requirements set out in clause 3.1 of the TC. If RKIK considers the non-compliance with the qualification requirements set out in clause 3.1 of the TC to be minor, it may (but is not obliged to, and the tenderer may not demand it) allow such a tenderer to continue participating in the selective tender. RKIK will issue a formal decision only if it decides to exclude the tenderer from the selective tender.
	5. At RKIK’s request, the tenderer shall submit a certificate issued by the competent authority of its country of establishment confirming the absence of the circumstances referred to in clause 3.1.2 of the TC.
	6. At RKIK’s request, the tenderer shall submit a certificate issued by the competent authority of its country of establishment confirming the absence of tax arrears (clause 3.1.3 of the TC).
	For tenderers registered in Estonia, RKIK will verify the relevant data itself from public registers if necessary. If RKIK discovers at any point during the selective tender that the tenderer does not meet the qualification requirement set out in clause 3.1.3 of the TC, it shall grant the tenderer three working days to pay or reschedule the tax debt. RKIK may extend this deadline for justified reasons. If the tenderer pays or reschedules the tax debt by the given deadline, RKIK will not exclude the tenderer from the selective tender.
	7. At RKIK’s request, the tenderer shall submit a certificate from the criminal records register confirming the absence of a criminal conviction, or an equivalent document issued by a court or administrative authority of the tenderer’s country of establishment (clause 3.1.4 of the TC).
	For tenderers registered in Estonia, RKIK will verify the relevant data itself from official databases.
	If the tenderer’s country of establishment does not issue such documents, they may be replaced with a sworn declaration made by the tenderer or its representative, or a certificate issued before a competent judicial or administrative authority, notary, or professional or industry association, in accordance with the legal acts of the tenderer’s country of establishment.
	8. If the initial offer does not comply with the requirements set out in clause 7 of the TC, RKIK will exclude the tenderer who submitted the tender from the selective tender procedure.
	If RKIK considers the non-compliance with the requirements of clause 7 to be minor, it may (but is not obliged to, and the tenderer may not demand it) allow the tenderer to continue participating in the selective tender. RKIK will issue a formal decision only if it decides to exclude the tenderer from the selective tender.
	9. In addition to the grounds set out in clause 8.8 of the TC, RKIK also has the right to exclude from the selective tender a tenderer whose initial offer, although formally compliant, is in RKIK’s opinion economically unacceptable for the state. RKIK will issue a formal decision only if it decides to exclude the tenderer from the selective tender.
	10. RKIK may commence negotiations with any tenderer whose initial offer, in RKIK’s opinion, complies with the established requirements and is not economically unacceptable.
	RKIK is not required to complete the verification of other tenderers’ initial offers’ compliance before starting negotiations with such a tenderer.
	11. Tenderers whom RKIK has decided to exclude from the selective tender procedure will not participate in the subsequent stages of the process.

# **NEGOTIATIONS’ STAGE**

## **Proposal to commence negotiations**

* 1. RKIK will make a proposal to commence negotiations to those tenderers participating in the selective tender who meet the qualification requirements, whose initial offers comply with the requirements established for initial offers, and whose initial offers are, in RKIK’s assessment, sufficiently economically acceptable within the meaning of clause 8.9 of the TC.
	RKIK will issue to these tenderers an Invitation to Negotiations (hereinafter **ITN**).
	2. RKIK is not obliged to issue the ITN to all tenderers simultaneously and may issue the ITN to each tenderer individually, depending on when RKIK has completed verification of that specific tenderer’s compliance with the qualification requirements and the requirements for the initial offer, and has assessed its economic acceptability. RKIK may decide to commence negotiations with a tenderer in parallel with the verification of the tenderer’s compliance with the qualification requirements.
	3. Along with the ITN, RKIK may provide the tenderers with updated information regarding the land to be released for use and, as necessary, other documents required for participation in the negotiations. For example, RKIK may submit modified or supplemented versions of the right of superficies contract (both the contract under the law of obligations and the real right contract), data, rules or their drafts related to the use of state assets, etc.
	In the ITN and its annexes, RKIK may amend, clarify, or supplement the data and conditions set out in the TC and its annexes, considering the objectives of the selective tender procedure.
	4. All conditions of the selective tender (including the terms of the right of superficies contracts and the infrastructure service agreement) may be subject to negotiation, except for those conditions that RKIK decides not to negotiate or permits to be negotiated only to a limited extent.
	RKIK determines whether a condition is negotiable and to what extent.
	At any time until the end of negotiations, RKIK may decide whether a condition is negotiable and to what extent, including terminating negotiations on a specific condition, or declaring a condition non-negotiable in the form determined by RKIK, and notifying participants accordingly.
	5. The negotiations will primarily focus on the following topics (non-exhaustive list):
		1. the tenderer’s activity plan for the use of state assets and its alignment with the purpose of the property’s release for use;
		2. the organisational structure of the tenderer’s project;
		3. the business plan of the tenderer’s project;
		4. the resources required by the tenderer for implementing the activity plan and business plan (e.g. required land area, needs for base infrastructure, buildings and facilities including storage capacity, production-specific needs, services, etc.);
		5. resources offered by RKIK (base infrastructure, infrastructure, services, etc.);
		6. the more precise model of fees and charges;
		7. the terms and conditions of the right of superficies contract (both the contract under the law of obligations and the real right contract) and the infrastructure service agreement.
	6. With regard to negotiations over the use fee model for state property, RKIK adheres to the following principles:
		1. the use fee stipulated in clause 4.1 of the TC is non-negotiable;
		2. the principle that the user of the state property must bear all related costs is non-negotiable, but the principles and arrangements for bearing these costs may be negotiated;
		3. the right of superficies contract will include principles for adjusting the use fee, but these principles may be negotiated;
		4. RKIK will determine the more precise model of fees and charges (including the principles for adjusting the use fee) after the conclusion of the negotiations and will include the final provisions in the Invitation to Submit Final Offer (ISO).
	7. The conditions for considering the fulfilment of the selective tender’s additional conditions may also be negotiated, taking into account the provisions of the TC.
	8. Negotiations will take place in rounds. Each negotiation round will be held separately with each tenderer.
	9. RKIK does not set a fixed duration for the negotiation rounds.
	Meetings will continue until all aspects that require negotiation within a round have been, in RKIK’s assessment, addressed or until RKIK decides to end the round.
	RKIK will hold as many rounds with each tenderer as it considers necessary.
	RKIK has the right to organise additional negotiation rounds at its discretion.
	The plan for conducting negotiations and the structure of the rounds (including topics to be covered and inputs expected from the tenderer) have been developed based on RKIK’s current best knowledge and RKIK reserves the right (but is not obliged) to unilaterally amend the plan, procedures, principles of negotiation, and the content of inputs expected from tenderers — i.e. all provisions under clause 9 of the TC — in the ITN and during the negotiations.
	10. At present, RKIK has planned the conduct of the first negotiation round as follows (RKIK reserves the right to adjust the principles of the first negotiation round and to organise additional rounds):
		1. The first round of negotiations will begin based on the activity plans and business plans submitted as part of the initial offers.
		2. RKIK will review the activity plans and business plans submitted by the tenderers and initiate discussions and meetings, the purpose of which is to negotiate primarily on the matters set out in clauses 9.5 and 9.6 of the TC (the list of topics is not exhaustive).
		The aim of the negotiations is to reach a stage where RKIK considers itself capable of preparing the final ISO under clearly defined conditions for the release of state assets for use.
		3. Based on the outcome of the discussions, RKIK may request tenderers to clarify and refine their activity plans and business plans in accordance with the conditions refined during negotiations. RKIK also has the right to present additional and refined requirements concerning the use of state property and the performance of the usage agreement.
		4. If the tenderer does not respond to RKIK during the negotiations or a given round within the deadline set by RKIK, or fails to respond substantively by the specified deadline, or does not participate in a discussion or meeting at the time determined by RKIK, or fails to submit the requested modifications to its activity plan or business plan by the deadline determined by RKIK, or otherwise does not actively cooperate with RKIK in the course of negotiations, or does not comply precisely with any instructions given by RKIK, RKIK has the right to unilaterally terminate discussions with that tenderer regarding its activity plan, business plan, and other selective tender conditions. The same right applies if the tenderer does not sufficiently take into account RKIK’s instructions when modifying its activity plan or business plan, or if RKIK determines that the tenderer’s activity plan or business plan does not align with the purpose of the release of state assets for use or with the resources offered by RKIK — even if the tenderer makes changes to its plans based on RKIK’s instructions or clarifications. RKIK is not obliged to inform the tenderer of the termination of discussions concerning its initial offer.
		5. If RKIK terminates discussions with a tenderer concerning its initial offer, RKIK ceases all substantive work with that tenderer’s initial offer. This means that RKIK will no longer request explanations or clarifications from the tenderer, will not ask for additions or modifications to its activity plan or business plan, will not issue instructions or guidance, will not organise meetings, and will not accept any further explanations or documents from the tenderer. RKIK will continue substantive work in parallel with the initial offers of other tenderers.
		6. A tenderer whose initial offer is no longer subject to negotiations by RKIK retains the right to submit a final offer. RKIK will notify the tenderer of the termination of negotiations and will issue the ISO to that tenderer as well.
	11. The principles for conducting negotiations with tenderers during the negotiation stage are as follows:
		1. RKIK will determine the order of meetings and discussions with tenderers at its own discretion.
		2. RKIK will determine the time, location, format, and participation conditions for negotiations and for the meetings or discussions held within the framework of the negotiations. RKIK may decide to organise in-person meetings with representatives of the tenderer in Estonia (physical meetings), remote meetings using electronic communication tools, negotiations via email correspondence, or any other method it deems suitable for conducting negotiations.
		3. RKIK will inform the tenderer of the topic and agenda of each meeting or discussion held within the negotiation framework. The tenderer must assemble a team with the necessary knowledge, experience, and competence.
		4. RKIK will unilaterally determine the deadlines by which the tenderer must submit the necessary inputs for conducting negotiations.
		5. The tenderer must ensure that its representatives participating in the negotiations are authorised to represent the tenderer, to participate in the negotiations, and to make binding decisions on behalf of the tenderer. The tenderer must designate a contact person for the negotiation stage, notify RKIK accordingly, provide the contact person’s details, and ensure that a competent replacement can be provided promptly if needed.
		The tenderer must organise its internal processes so that no internal procedures hinder or delay the negotiations or the meeting of deadlines set by RKIK.
		6. RKIK has the right, if necessary, to conduct more detailed negotiations with certain tenderers, for example: in situations where clarification or development of a tenderer’s proposed solution takes more time, or where it becomes apparent during the negotiation process that a particular tenderer’s solution may better align with RKIK’s needs and possibilities. Accordingly, RKIK may hold a different number of meetings or discussions with each tenderer as needed.
		7. During the negotiation process, tenderers will not be given access to the content of other tenderers’ initial offers or to any confidential information. Each tenderer must explicitly identify in its initial offer the information it considers a business secret and provide justification for such classification. (Information that is not eligible to be classified as a business secret under applicable law cannot be marked as such.)
		8. Meetings and discussions held during negotiations will be recorded in minutes.
		RKIK may decide to record a meeting (e.g., by audio or video), in which case the tenderer will be informed at the beginning of the meeting or discussion.
		9. The solution developed during negotiations will be recorded in minutes, which will be signed by representatives of both RKIK and the tenderer.
		The minutes will describe the negotiated solution and document the course of the negotiations. The minutes signed during the negotiation stage does not obligate the tenderer to submit an offer, but if an offer is submitted, the tenderer must base it on the solution developed and recorded in the minutes. The final offer must also comply with the conditions set out in the TC, including the requirements and final conditions submitted by RKIK in the ISO (e.g. data about the land to be released for use and contract terms) (in other words, the tenderer must adjust its final offer to ensure it is in accordance with the requirements stipulated in ISO).
	12. Conditions that RKIK has either explicitly designated as non-negotiable or declared at any point during the selective tender procedure to be non-negotiable may not be subject to negotiation.
	13. RKIK may involve experts in the negotiation process at its own discretion. Such experts may include RKIK’s own officials or employees, as well as individuals from outside RKIK.
	14. A tenderer has the right to withdraw from participation in the selective tender at any time by notifying RKIK and submitting a written and signed statement of withdrawal of the initial offer. A tenderer who has withdrawn its initial offer will not participate in the further stages of the selective tender.
	15. RKIK may also verify the tenderer’s (or joint tenderers’) compliance with the requirements set out in clause 3.1 of the TC during the negotiation stage.
	16. RKIK will inform tenderers of the end of the negotiation stage. RKIK has the right (but not the obligation) to conduct multiple (consecutive) negotiation rounds at its own discretion. RKIK will inform the tenderers accordingly and may, at the start of a new round, provide updated or refined technical requirements, conditions of the usage agreement, or requirements related to its object.
	17. If, in RKIK’s assessment, the negotiations have reached a stage where it is possible to prepare a final ISO under clearly defined conditions for the release of state assets for use, RKIK will notify all tenderers participating in the negotiations of the conclusion of the negotiation stage. RKIK may terminate the negotiations at any time if it considers that it has sufficient information to prepare the final ISO, even if not all aspects of the proposed solution have been clarified with every tenderer.
	18. Once RKIK has decided to conclude the negotiations, tenderers do not have the right to demand that RKIK continue negotiations with them.

# **FINAL OFFER STAGE**

## **Invitation to submit final offers (ISO)**

* 1. After the conclusion of negotiations, RKIK will invite the tenderers to submit a final offer based on the solution presented and refined during negotiations, while also taking into account the mandatory requirements and conditions definitively established in the ISO. RKIK will issue the ISO in a format that allows written reproduction, by email, to all tenderers participating in the selective tender.
	2. In the ISO, RKIK will specify the content and format requirements for submitting the final offer, as well as the deadline for submission. RKIK will12.2 also determine the validity period of the final offers. RKIK has the right to extend the validity period of the tenders. The tenderer may also, at the proposal of RKIK, confirm their intention to be bound by their offer, although the tender validity period has expired.
	3. To the extent necessary, RKIK will include with the ISO any conditions of the selective tender that were clarified or supplemented during the negotiations — including the finalised conditions for considering the fulfilment of the selective tender’s additional conditions of the final offers and their respective weightings, as refined in accordance with clauses 12.2 and 12.3 of the TC. RKIK may amend and clarify the requirements for the content and presentation of the activity plan or other documents to be submitted as part of the tender, compared to the initial requirements, and may also require additional documents or data to be included in the final offer.
	4. Along with the ISO, RKIK will provide the final versions of the right of superficies agreement (both the contract under the law of obligations and the real right agreement), and the infrastructure service agreement, including their final terms, which RKIK may amend compared to the versions initially provided with the TC.
	5. When determining the final conditions of the ISO, RKIK is not required to formulate the conditions in a manner that enables all participants in the selective tender to submit a final offer.
	RKIK will determine the final conditions in the ISO based on the information obtained during negotiations about the most suitable approach and solution, and according to RKIK’s own needs, while considering the objectives of the selective tender. When preparing the ISO, RKIK may amend the requirements and conditions originally set out in the TC and the ITN.

## **Submission, opening, and verifying the compliance of final offers**

* 1. RKIK shall allow at least two weeks for the submission of final offers from the date the ISO is issued to the tenderers.
	2. When submitting the final offer, the tenderer must base it on the STD (including the ISO and its annexes (including the contract terms)). The final offer must be submitted on the basis of the solution discussed during negotiations and adjusted accordingly. The tenderer has the right to amend its activity plan, business plan, price offer, organisational structure of the project, and other contents of the tender based on the discussions held with RKIK during the negotiations, provided that the final offer meets the requirements and conditions specified in the ISO, as well as the qualification requirements established in the selective tender.
	3. RKIK plans to require that the final offer include, among other things, data and information concerning the final organisational structure of the tenderer’s project, including (if not already submitted with the application or initial offer[[13]](#footnote-14)):
		1. an overview and description of the participants involved in the implementation of the tenderer’s project (the tenderer, including all joint tenderers, and other key participants[[14]](#footnote-15) such as subcontractors), including:
	4. names of all (joint) tenderers and other key participants in the implementation of the tenderer’s project, and the role of each in implementing the project;
	5. the interrelationship between all (joint) tenderers and other key participants in the execution of the project, including a description of each major participant’s contribution and their approximate share in the project (in percentages);
	6. information on how the tenderer intends to allocate direct and indirect ownership in the legal entity with which the contract under the law of obligations for the right of superficies will be concluded (this legal entity need not be established at the time of tender submission);
	7. information on the countries where the key participants in the tenderer’s project have their seats.
	8. By submitting the final offer, the tenderer confirms that all conditions of the STD (including the ISO and its annexes) are clearly understood, and that the final offer has taken into account all circumstances necessary for the fulfilment of the contracts to be concluded as a result of the selective tender, including those not expressly stated in the tender documentation but necessary for proper contract performance.
	9. RKIK will open the tenders after the submission deadline. Final offers submitted after the deadline will be returned by RKIK without having been considered.
	10. RKIK will verify whether the final offer complies with the requirements set out in the STD. If the final offer does not meet the requirements of the STD, RKIK will exclude the tenderer from the selective tender. If, in RKIK’s assessment, the non-compliance is minor, RKIK may (but is not obliged to, and the tenderer cannot require it) allow the tenderer to continue participating in the selective tender. RKIK will issue a formal decision only if it decides to exclude the tenderer from the selective tender.
	11. Tenderers who have been excluded from the selective tender procedure by RKIK will not participate in the further stages of the selective tender.
	12. RKIK may decide to conduct negotiations also regarding the final offers.
	In such case, RKIK will issue a new ITN, reopen negotiations with the tenderers, and upon the conclusion of those negotiations, will issue a new ISO for the submission of final offers in accordance with the provisions of this TC (RKIK also reserves the right to make the changes permitted in this TC during the ITN, the renewed negotiations, and the new ISO). RKIK may initiate such negotiations on final offers repeatedly.

## **Conditions for considering the fulfilment of the selective tender’s additional conditions and selection of the winners of the selective tender**

* 1. Final offers will be evaluated (by applying the conditions for considering the fulfilment of the selective tender’s additional conditions) by a committee appointed by RKIK.
	The committee shall evaluate the offers by consensus.
	2. In this TC, RKIK has established the main conditions for considering the fulfilment of the selective tender’s additional conditions, the indicative ranges for the weightings of the conditions, and the ranges of points to be awarded as bonus points. As RKIK reserves the right to also negotiate these conditions, it shall be entitled to amend in the ISO any of the conditions for considering the fulfilment of the selective tender’s additional conditions set out in this TC, their weightings, and the ranges of scores or points. RKIK has the right to modify the wording of all these conditions, introduce sub-criteria for the conditions, omit any condition, differentiate the conditions based on tenderer categories (e.g. by ammunition calibre or similar), consider the readiness level of the proposed products and technologies, consider the added value to be created in Estonia through the proposed activities, consider the proposed supply chains for production in the activity plan, etc. RKIK also has the right to clarify the methodology for considering the fulfilment of the selective tender’s additional conditions. The final conditions for considering the fulfilment of the selective tender’s additional conditions, their weightings, the ranges of points, and the methodology for consideration will be determined by RKIK in the ISO. If it is clear for RKIK that all participants of the selective tender can be accommodated to the area under the selective tender, RKIK has the right to decide to omit all the conditions for considering the offered price and the fulfilment of the additional conditions.
	3. As of the publication of the TC, the proposed conditions for considering the fulfilment of the selective tender’s additional conditions are as follows:
		1. **Activity plan**. Points will be awarded for the activity plan based on the ratings “excellent,” “good,” “average,” and “poor,” each corresponding to a specific number of points. When assigning points, RKIK will consider the factors listed in the table below.
		The list of factors in the below table is not exhaustive, and the evaluation committee may also identify and assess additional relevant factors in the submitted offers. The factors in the table are guiding and supportive for the committee, a specific activity plan does not need to meet all the characteristics listed under a given rating and
		the committee may base its rating and scoring on which rating and description the specific activity plan most closely corresponds to overall.
		RKIK may also decide to evaluate the activity plan in relation to one or more specific factors described in the rating table:

|  |  |  |
| --- | --- | --- |
| **Rating** | **Description** | **Points** |
| Excellent | The submitted activity plan is detailed, comprehensive, clearly structured, and logical, and contains all the information that RKIK has required to be included in the activity plan. The content and presentation of the activity plan exceed RKIK’s expectations. The activities described in the plan are expected to generate significant added value in Estonia. The activity plan presents the general phases, intermediate stages, deliverables, resources, resource needs, licence requirements, and deadlines necessary for project implementation. The activity plan and the need for land submitted by the tenderer are in appropriate correlation. The activities outlined in the plan are expected to enable the tenderer to obtain the necessary licences for production and to commence production within the timeline set out in the selective tender conditions and the activity plan.The activity plan takes into account the emergence of risks and provides a thorough description of risk mitigation measures. The activity plan gives confidence that the applicant/tenderer has carefully considered the implementation of the project and is capable of carrying it out in the proposed form. | Maximum points |
| Good | The submitted activity plan is reasonably detailed, clearly structured, and generally logical, and includes at least in some form all the information that RKIK has required to be included in the activity plan. The activities described in the plan are expected to create some added value in Estonia. The activity plan sets out the general phases, intermediate stages, deliverables, resources, resource needs, permit requirements, and deadlines necessary for implementing the project. The activity plan and the need for land submitted by the tenderer are, for the most part, in appropriate correlation. The activities presented in the plan make it possible to obtain the necessary licences for production and to commence production without significant delays, in accordance with the timeline established in the selective tender conditions and the activity plan.The activity plan identifies key risks, takes their occurrence into account, and describes measures for mitigating those risks. There are some minor shortcomings in the list of activities, volumes, timeline, and/or in the consideration of risk occurrence. | Presumably approximately 2/3 of points |
| Average | The submitted activity plan contains, for the most part, the information that RKIK has required to be included, but the information presented is not sufficiently detailed, the structure of the activity plan is not very clear, or there are some inconsistencies in the plan. The activities described in the plan are not expected to generate notable added value in Estonia. The activity plan presents the general phases, intermediate stages, deliverables, resources, resource needs, permit requirements, and deadlines for project implementation, but there is doubt as to whether the tenderer has adequately considered all relevant aspects. There are some inconsistencies between the activity plan and the need for land submitted by the tenderer. In RKIK’s assessment, the activities described in the plan are likely to take significantly more time than stated in the proposed timeline. The activity plan does take into account the occurrence of risks, but some significant or several lower-priority risks have not been addressed. There are some more substantial shortcomings in the list of activities, volumes, timeline, and/or risk consideration. Overall, however, the activity plan is still feasible. | Presumably approximately 1/3 of points |
| Poor | The submitted activity plan contains one or more of the following deficiencies:* the activity plan is unclear or not realistically achievable;
* the need for land submitted by the applicant is, in RKIK’s assessment, significantly over- or underestimated in light of the activity plan;
* the activities described in the plan do not cover the full implementation of the project or do not reasonably lead to the commencement of actual production;
* the activity plan contains major shortcomings that prevent assessment of whether the intended objectives can be achieved under the conditions of the selective tender and within the timeline presented in the activity plan;
* there are multiple other substantive questions or concerns regarding the content submitted.
 | 0 points |

RKIK shall have the right to determine the distribution of points between the ratings in the ISO (including the option to establish sub-criteria). At the time of the announcement of the selective tender, RKIK has planned that the weighting of this condition — i.e., the maximum number of points — could range between 50 and 80 points, but the final conditions for considering the fulfilment of the selective tender’s additional conditions and their respective weightings will be determined in the ISO.

* + 1. **Investment ratio**. The RKIK will award the highest number of points to the offer in which the investment planned by the tenderer for the project activities is the largest in comparison to the total investment expected from RKIK and person releasing the assets for use for the implementation of the project. At the time of announcing the selective tender, RKIK has planned that the weighing of this criterion — i.e., the maximum number of points — could range between 5 and 30 points, but the final conditions for considering the fulfilment of the selective tender’s additional conditions and their respective weightings will be defined in the ISO.
		2. **Turnover**. RKIK will award the highest number of points to the offer whose submitter(s) and their owners holding at least a 10% direct share had, in the last financial year ending before the announcement of the selective tender, the highest combined turnover in the production of munition not containing an explosive substance, ammunition, munition containing an explosive substance, military explosives or military explosive substances, components of the aforementioned items, or weapons of war or their essential components. Other offers will receive proportionally fewer points, calculated using the formula: (offer value) / (highest value) × (weighting). At the time of the announcement of the selective tender, RKIK has planned that the weighting of this condition — i.e., the maximum number of points — could range between 1 and 20 points, but the final conditions for considering the fulfilment of the selective tender’s additional conditions and their respective weightings will be determined in the ISO.
		3. **Potential demand by the Estonian Defence Forces for the product**. If, at the time of tender evaluation, there is a potential need by the Estonian Defence Forces for the product planned by the tenderer and reflected in the activity plan, based on an existing public or non-public national defence strategic document, RKIK will award the maximum number of points to that offer. If there is no such need, the offer will receive 0 points. If the tenderer plans to produce several different products, they must specify in the activity plan which product is the primary product, taking into account the proposed production volumes indicated in the offer. RKIK will consider the fulfilment of the selective tender’s additional conditions based primarily on that product. At the time of the announcement of the selective tender, RKIK has planned that the weighting of this condition — i.e., the maximum number of points — could range between 5 and 20 points, but the final conditions for considering the fulfilment of the selective tender’s additional conditions and their respective weightings will be determined in the ISO. RKIK may also choose in the ISO to differentiate the assessment of the Defence Forces’ need (e.g., instead of the current binary “need / no need,” use a scale such as “high – medium – low – none,” or similar).
	1. The points awarded to the offer will be summed.
	2. Based on the information submitted in the tenders, RKIK will group the tenders into categories before applying the conditions for considering the fulfilment of the selective tender’s additional conditions. At the time of preparing the TC, RKIK has planned (with the right to amend this in the ISO) to divide the tenders into two categories based on the need for land indicated in the offers, but based on the negotiations, RKIK may decide to create subcategories (for example, but not limited to, based on the type of proposed product), use other criteria for categorisation (such as the calibre of ammunition to be produced), or omit categorisation altogether (in which case a single ranking list will be created). RKIK also reserves the right to amend the land size thresholds used as the basis for categorisation by the need for land. The principles for forming categories will be defined in the ISO.
	3. At the time of preparing the TC, RKIK has planned (subject to change in the ISO) to categorise offers based on the need for land as follows:
		1. Land requirement less than 5 hectares (“small” category);
		2. Land requirement from 5 hectares (“large” category).
	4. RKIK will apply the conditions for considering the fulfilment of the selective tender’s additional conditions within each category and will prepare a ranking list for the offers in each category based on the total points awarded. (This means that RKIK will form separate rankings for offers in each category, and in the case of subcategories, separate rankings within each subcategory.)
	5. RKIK will allocate a location within the area referred to in clause 1.1 of the TC to each tenderer based on their position in the ranking list. RKIK will first allocate locations to tenderers in the “large” category, followed by those in the “small” category, in the order established in the ranking of the respective category. If RKIK creates additional categories based on the need for land (beyond those listed in clause 12.6), it will follow the principle of “larger to smaller” when determining locations. If RKIK decides to establish subcategories within the categories or to base categorisation on other grounds (e.g. calibre of ammunition to be produced), RKIK will specify in the ISO how the location allocation will be carried out in such cases.
	6. The allocation of a specific location to a tenderer on the plot division plan is strictly at the discretion of RKIK. RKIK may, according to the ranking, allow tenderers to express a preference or opinion regarding location, but RKIK is not obliged to do so, and tenderers may not demand it.
	Likewise, tenderers may not require RKIK to allocate to them the location they prefer on the plot division plan. RKIK also has the right, in connection with assigning locations to tenderers on the plot division plan, to increase or decrease the size of the area requested by the tenderer (for example, due to land management considerations or the efficient land use), and RKIK cannot guarantee nor is it obliged to provide the tenderers with an area exactly matching the size they requested.
	7. If it is no longer possible to allocate land within the area specified in clause 1.1 of the TC (i.e., the area cannot accommodate any more tenderers), then state assets will not be released for use to the tenderers ranked lower in the list.
	8. RKIK will inform each successful tenderer of the location and final size of the land assigned to them within the defence industry park.
	9. The results of the selective tender will be approved by the administrator of state assets.
	The decision on the approval of the selective tender results will reflect all results of the selective tender — i.e., the rankings established in each category and the successful tenderers.
	10. The approval or non-approval of the results of the selective tender, including the declaration of the selective tender as failed, shall be governed by the State Assets Act and other applicable laws, regulations and administrative provisions, and the provisions of the STD.
	11. The decision on the approval of the selective tender results shall include a secondary condition stating that the tenderer's right to use state assets and to conclude the real right agreement on the right of superficies shall arise only if the person obtains the required activity licence for operating in the area of activity specified in § 8333 subsection 1 clause 1 (for munition not containing an explosive substance) or § 8333 subsection 1 clause 6 of the Weapons Act or in § 12 subsection 1 (for manufacturing an explosive) of the Explosives Act.
	12. The decision on the approval of the selective tender results shall also stipulate that the administrator of state property may declare the decision concerning the tenderer invalid if any of the following circumstances arise:
		1. the contract under the law of obligations for the right of superficies is not concluded for a reason listed in clauses 14.6 to 14.11 of the TC;
		2. the person does not submit the application for the required activity licence within the prescribed timeframe from the conclusion of the contract under the law of obligations;
		3. the person withdraws the licence application and does not resubmit it within the prescribed timeframe;
		4. the person is denied the activity licence;
		5. the contract under the law of obligations for the right of superficies is terminated prematurely;
		6. the real right contract for the right of superficies is not concluded with the person.
	13. If the decision on the approval of the selective tender results is declared invalid with respect to a specific tenderer, RKIK has the right to decide to offer the vacated land area to the next tenderer(s) in the same or subsequent category ranking list who were not originally accommodated on the initial plot division plan (if their tenders remain valid or if the tenderer, at the proposal of RKIK, confirms their intention to be bound by their offer), or to conduct an additional procedure for the release of state assets for use in accordance with clause 15 of the TC.
	14. If the results of the selective tender are not approved, including in the event the tender is declared failed, RKIK has the right to conduct an additional procedure for the release of state assets for use pursuant to clause 15 of the TC. RKIK will decide on initiating such a procedure within one month from the non-approval or being declared invalid of the selective tender results.

# **USE OF THE ADDITIONAL AREA**

## **Release for use of the additional area**

* 1. During the selective tender process, RKIK has the right to decide at any time to release for use the additional area specified in clause 1.4 of the TC, either in whole or in part.
	2. If RKIK decides to release for use the additional area specified in clause 1.4 of the TC, it will continue the selective tender procedure for the additional area in accordance with the provisions of this TC, starting from clause 7 (submission of initial offers), taking into account the circumstances at the time the decision to release the additional area for use is made and applying the following principles:
		1. All tenderers participating in the selective tender as of the deadline for submission of initial offers for the additional area may participate in the selective tender conducted for the additional area.
		2. RKIK will notify the tenderers of the decision to release the additional area for use, set the deadline for submitting initial offers for the additional area, and specify the data and documents to be submitted as part of the initial offer.
		3. RKIK will open the initial offers submitted for the additional area, verify the compliance of tenderers and offers with the requirements (in accordance with clause 8 of the TC), issue an ITN to the tenderers and conduct negotiations (in accordance with clause 9), issue the ISO (in accordance with clause 10), process the final offers in accordance with clause 11, and considers the fulfilment of the selective tender’s additional conditions regarding the final offers in accordance with clause 12.
		4. Based on the results of the evaluation of final offers submitted for the additional area, RKIK will create a separate ranking list (or lists, as specified in the ISO issued for the additional area) and allocate locations within the additional area to tenderers based on the ranking.
		5. If, as a result of the selective tender conducted for the additional area, a tenderer is allocated a location in both the area specified in clause 1.1 and the area specified in clause 1.4 of the TC, the tenderer must choose whether to take into use the location allocated in the area specified clause 1.1 or the location allocated in the area specified in clause 1.4. The order for choosing will be based on the ranking list (or lists) formed from the final offers submitted for the additional area, as specified by RKIK in the relevant ISO. By choosing a location in one area, the tenderer relinquishes the location allocated in the other.
		6. RKIK has the right to decide to allow a tenderer to take into use both locations allocated to it in each area.
		7. If a location in the area specified in clause 1.1 becomes vacant as a result of the choice made under clause 13.2.5, RKIK has the right to offer the vacated location to the next tenderer(s) in the same or next category ranking who were not accommodated in the initial plot division plan (if their tenders are still valid or if the tenderer, at the proposal of RKIK, confirms their intention to be bound by their offer), or to conduct an additional procedure of releasing state assets for use in accordance with clause 15 of the TC.
		8. Likewise, if a location in the area specified in clause 1.4 becomes vacant as a result of the choice made under clause 13.2.5, RKIK has the right to offer the vacated location to the next tenderer(s) in the same or next category ranking who were not accommodated in the initial plot division plan (if their tenders are still valid or if the tenderer, at the proposal of RKIK, confirms their intention to be bound by their offer), or to conduct an additional procedure of releasing state assets for use in accordance with clause 15of the TC.
		9. The principles set out in clauses 12.11 to 12.16 of the TC shall apply to the notification of the results of the selective tender conducted for the additional area and to the approval of the tender results.

# **STATE ASSETS USAGE AGREEMENT**

## **Conclusion and the terms and conditions of the usage agreement**

* 1. As a result of the selective tender, a usage agreement in the form of a right of superficies agreement will be concluded with the winner of the selective tender (or with each winner, if the state property is released for use to multiple tenderers). The right of superficies agreement will be concluded in two parts - first, a contract under the law of obligations for the right of superficies, and after the fulfilment of additional conditions, a real right agreement for the right of superficies.
	2. In addition to the right of superficies agreement, an infrastructure service agreement will also be concluded with the winner of the selective tender.
	3. RKIK has the right to conduct negotiations with tenderers prior to the issuance of the ISO regarding the terms of the right of superficies agreements, the infrastructure service agreement, and the preconditions for their conclusion.
	4. RKIK may negotiate with the winner(s) of the selective tender to refine the terms of the agreements, provided that such negotiations do not materially alter the tender or the conditions of the STD.
	5. The contract under the law of obligations for the right of superficies shall be concluded with the winner of the selective tender or with a legal entity designated by the winner, which (according to the final offer submitted by the winner) will assume the rights and obligations related to the use of the state property and will apply for the relevant activity licence for operation in the area of activity specified in § 8333 subsection 1 clause 1 (for munition not containing an explosive substance) or § 8333 subsection 1 clause 6 of the Weapons Act or in § 12 subsection 1 (for manufacturing an explosive) of the Explosives Act.
	6. The legal entity with whom the contract under the law of obligations will be concluded and who will apply for the relevant activity licence for operation in the area of activity specified in § 8333 subsection 1 clause 1 (for munition not containing an explosive substance) or § 8333 subsection 1 clause 6 of the Weapons Act must, before the conclusion of said contract, comply with the following requirements necessary for operating in the specified area of activity under § 8333 subsection 1 of the Weapons Act (subject to any future amendments of legislation):
		1. the entity is a legal person of a European Union Member State, a Contracting Party to the EEA Agreement, or the Swiss Confederation;
		2. the registered office and the seat of management of the legal person are in Estonia;
		3. the business activity of the legal entity enables operation in the area of activity specified in § 8333 subsection 1 clauses 1 or 6 of the Weapons Act;
		4. the entity does not provide security services (except to the extent permitted by the Weapons Act);
		5. the entity does not provide private detective services.
	7. The legal entity with whom the contract under the law of obligations will be concluded and who will apply for the relevant activity licence for operation in the area of activity specified in § 12 subsection 1 (for manufacturing an explosive) of the Explosives Act must, before the conclusion of said contract, comply with the following requirements necessary for operating in the specified area of activity under § 12 subsection 1 (for manufacturing an explosive) of the Explosives Act (subject to any future amendments of legislation):
		1. the legal entity itself and the persons who due to their proprietary participation or position in the undertaking are entitled to influence the activities of the undertaking do not have any valid convictions for a criminal offence in the first degree, for an offence against the state or for an offence which was committed by using an explosive, a pyrotechnic article, ammunition, an explosive device or a firearm.
	8. In addition to the conditions set out in clauses14.6 and 14.7, RKIK has planned that the distribution of direct and indirect shareholdings of the (joint) tenderers and other key participants in the implementation of the project in the legal entity with which the contract under the law of obligations for the right of superficies will be concluded must, by the date set for the conclusion of the contract, conform to what was indicated in the final offer submitted by the tenderer. If the actual distribution of shareholdings does not match what was indicated in the final offer, RKIK has the right to decide not to conclude the contract under the law of obligations for the right of superficies with the tenderer or their designated legal entity. RKIK may still conclude the contract if, in its assessment, the deviation is insignificant. If RKIK decides not to conclude the contract with the tenderer or their designated legal entity, the administrator of state assets shall declare the decision on the approval of the selective tender results with respect to that person invalid, and RKIK has the right to offer the vacated land area to the next tenderer(s) in the same or subsequent category ranking who were not accommodated on the initial plot division plan (if their tenders remain valid or if the tenderer, at the proposal of RKIK, confirms their intention to be bound by their offer), or conduct an additional procedure of releasing the state assets for use in accordance with clause 15 of the TC.
	9. RKIK has the right to verify whether the person with whom the contract under the law of obligations for the right of superficies is planned to be concluded meets the conditions set out in clauses 14.6 to 14.8 of this TC. RKIK may require the winner of the selective tender and the legal entity designated by the winner—who will assume the rights and obligations related to the use of state property and will apply for the relevant activity licence for operating in the area specified in § 8333 subsection 1 clause 1 (for munition not containing an explosive substance) or clause 6 of the Weapons Act or in § 12 subsection 1 (for manufacturing an explosive) of the Explosives Act - to submit any data, evidence, and documents to verify compliance with the stated conditions. RKIK has the right to request (considering the differences of the planned activity and the subject of review of the applicable activity licence), for example, the following (non-exhaustive list):
		1. an extract from the commercial register or equivalent register of the country where the person has its seat;
		2. the articles of association or other similar document showing the scope of activities of the person;
		3. the corporate structure of the person, including ownership (in percentages) up to the ultimate beneficial owners (including their names, citizenships, country of residence) and relevant evidence;
		4. names, nationalities, and countries of residence of owners (including indirect owners), managers, and other persons involved in managing;
		5. confirmations and evidence that the person’s employees, subcontractors, and service providers meet the requirements set out in the Weapons Act regarding licence eligibility;
		6. confirmation and relevant evidence that the person does not provide security services (except where permitted by the Weapons Act) or private detective services;
		7. evidence that the person is not bankrupt, in liquidation, suspended from business, or in a similar situation;
		8. proof of the absence of tax arrears;
		9. evidence of no active criminal convictions for relevant persons;
		10. confirmation from the owner and/or investor that the owner and the investor will ensure the availability of financial resources required for the implementation of the activity plan, or the confirmation and relevant evidence that the legal entity already possesses such financial resources.
	10. The person or the winner of the selective tender must submit the data and documents referred to in clause 14.9 to RKIK within 3 working days of RKIK’s request. RKIK may extend the deadline but is not obliged to do so. If the required information is not submitted, the provisions in clause 14.11 of the TC will apply.
	11. The contract under the law of obligations for the right of superficies must be concluded within a deadline set by RKIK, counting from the date of the decision to approve the results of the selective tender. If the person does not conclude the contract within this deadline, or it becomes apparent that the legal entity intended to be party to the contract does not meet the requirements set out in clauses 14.6 to 14.8, or if the person fails to provide RKIK with the requested data, evidence, or documents for verifying compliance with the requirements stipulated in clauses 14.6 to 14.8, RKIK has the right to refuse to conclude the contract under the law of obligations. In such case, the administrator of state assets will declare the decision approving the selective tender results in respect of that person invalid, and RKIK may offer the vacated land area to the next tenderer(s) in the same or subsequent category ranking who were not accommodated in the initial plot division plan (if their tenders are still valid or if the tenderer, at the proposal of RKIK, confirms their intention to be bound by their offer), or carry out an additional procedure for the release of state assets for use in accordance with clause 15 of the TC. RKIK may still conclude the contract under the law of obligations if, in its assessment, the deviation is insignificant.
	12. The infrastructure service agreement will be concluded after the conclusion of the contract under the law of obligations for the right of superficies.
	13. The person with whom the contract under the law of obligations is concluded must submit an application for the required activity licence for operating in the area of activity specified in § 8333 subsection 1 clause 1 (for munition not containing an explosive substance) or clause 6 of the Weapons Act or in § 12 subsection 1 (for manufacturing an explosive) of the Explosives Act within the deadline set for that purpose from the date of signing the contract.
	If the person does not submit the application within the prescribed time, the administrator of state assets shall declare the approval decision concerning that person invalid. In such a case, RKIK may offer the vacated land area to the next tenderer(s) in the same or subsequent category ranking who were not accommodated in the initial plot division plan (if their tenders are still valid or if the tenderer, at the proposal of RKIK, confirms their intention to be bound by their offer), or initiate an additional procedure under clause 15 of the TC.
	14. The real right agreement for the right of superficies will be concluded, and the right of superficies will be established, only after the winner of the selective tender (or the designated person with whom the contract under the law of obligations was signed) has obtained the required activity licence for operation in the area of activity specified in § 8333 subsection 1 clauses 1 or 6 of the Weapons Act or in § 12 subsection 1 (for manufacturing an explosive) of the Explosives Act.
	15. The preliminary terms of the right of superficies agreements (both the contract under the law of obligations and the real right contract) and the infrastructure service agreement are provided in Annexes 3–5 of this TC. RKIK will provide the tenderers with the amended, clarified, and modified versions of these contracts based on the negotiations together with the ISO.

# **ADDITIONAL PROCEDURE FOR RELEASING STATE ASSETS FOR USE**

## **Additional procedure for releasing state assets for use**

* 1. Within the same selective tender process, RKIK has the right to decide to conduct an additional procedure for releasing state assets for use if one of the following situations occurs:
		1. a portion of the land area that RKIK intended to release for use through the selective tender remained unused (for example, because no winner was selected for part of the area);
		2. a portion of the land area for which the selective tender results were approved became available again after approval (for example, because the result of the selective tender was declared invalid with respect to a winner or for a similar reason).
	2. If RKIK decides to conduct an additional procedure for releasing state assets for use, it will prepare the selective tender conditions for the additional procedure and publish a notice regarding the additional procedure in the publication Ametlikud Teadaanded and, at RKIK’s discretion, in other media channels. To the extent that RKIK does not provide otherwise in the conditions of the additional selective tender, the additional procedure shall be based on the principles established in this TC, taking into account the circumstances of the additional procedure.
	3. All interested parties may participate in the additional procedure for releasing state assets for use.
1. Joint applicants/joint tenderers mean applicants/tenderers who submit an application/offer together. [↑](#footnote-ref-2)
2. According to the terminology of the Securities Market Act. [↑](#footnote-ref-3)
3. According to the terminology of the Money Laundering and Terrorist Financing Prevention Act. [↑](#footnote-ref-4)
4. According to the terminology of the Securities Market Act. [↑](#footnote-ref-5)
5. If, during the selective tender procedure or the performance of the usage agreement, it is necessary to apply a monthly use fee, the annual use fee shall be divided by 12. [↑](#footnote-ref-6)
6. In case of joint applications, one security for the joint applicants will be provided. [↑](#footnote-ref-7)
7. Joint applicants/joint tenderers submit one joint application/offer together. [↑](#footnote-ref-8)
8. ~~Taking into account that the average plot size is 62354 m², the applicant must indicate the land requirement in the application as 1 × 62 354 m², 2 × 62 354 m², etc.~~ [↑](#footnote-ref-9)
9. In such a case, the tenderer must indicate in the initial tender where the relevant information was provided in the application and confirm that the information remains accurate. [↑](#footnote-ref-10)
10. A person is considered a key participant if their contribution to the project constitutes at least 10%. When determining project participation, the person’s contribution is assessed based on material resources provided to the project (including financial means), intellectual property rights and know-how necessary for the implementation of the project, and activities essential for the execution of the project, as well as the overall significance of the participant’s contribution to the project implementation. [↑](#footnote-ref-11)
11. In such a case, the tenderer must indicate in the initial tender where the relevant information was provided in the application and confirm that the information remains accurate. [↑](#footnote-ref-12)
12. ~~Taking into account that the average plot size is 62 354 m², the applicant must indicate the land requirement in the application as 1 × 62 354 m², 2 × 62 354 m², etc.~~ [↑](#footnote-ref-13)
13. In such a case, the tenderer must indicate in the initial tender where the relevant information was provided in the application and confirm that the information remains accurate. [↑](#footnote-ref-14)
14. A person is considered a key participant if their contribution to the project constitutes at least 10%. When determining project participation, the person’s contribution is assessed based on material resources provided to the project (including financial means), intellectual property rights and know-how necessary for the implementation of the project, and activities essential for the execution of the project, as well as the overall significance of the participant’s contribution to the project implementation. [↑](#footnote-ref-15)