

Contracting authority:

Tartu Free Waldorf School Association

Ploomi 1

50110 Tartu

Procurement title:

Architectural design competition of the buildings and outdoor areas of Tartu Waldorf Centre (Reference number 135238)

■ DESIGN CONTEST GUIDE

CONTENTS

1.	PROCUREMENT INFORMATION.....	6
1.1.	Procurement title.....	6
1.2.	Procurement classification (CPV).....	6
2.	PROCUREMENT PARTIES	6
2.1.	Contracting authority.....	6
2.2.	Organiser of the design contest.....	6
2.3.	Qualification committee	6
2.4.	Jury of the design contest	6
3.	BASIS FOR PREPARING THE COMPETITION GUIDE.....	7
4.	COMPETITION TASK	7
5.	RIGHT AND CONDITIONS OF PARTICIPATION.....	8
5.1.	Right of participation	8
5.2.	Conditions of participation and awarding the procurement contract.....	8
5.2.1.	Conditions of participation	8
5.2.2.	Conditions for awarding the procurement contract	8
6.	STRUCTURE, CONTENT AND PREPARING OF THE QUALIFICATION DOCUMENTS.....	9
6.1.	Structure of qualification documents	9
6.2.	Content of presented documents.....	9
6.2.1.	Confirmation regarding the absence of the grounds for exclusion from the contest.....	9
6.2.2.	Confirmation regarding the right to participate in the contest.....	9
6.2.3.	Certificate of payment of state taxes	9
6.2.4.	Certificate of payment of local taxes	10
6.2.5.	Joint participants' authorisation document	10
6.2.6.	Commercial registry registration.....	10
6.2.7.	Design activity licence	10

6.2.8.	Documents certifying the professional qualifications.....	10
6.2.9.	Authorisation document certifying the right of representation	10
6.3.	Preparing of the qualification documents	11
6.3.1.	Language of preparing the qualification documents	11
6.3.2.	Superscription of qualification documents.....	11
6.3.3.	Labelling of qualification documents	11
7.	MANNER, PLACE, DATE AND TIME OF PRESENTING THE QUALIFICATION DOCUMENTS.....	11
8.	EXCLUSION OF THE PARTICIPANT FROM THE DESIGN CONTEST	12
9.	QUALIFICATION CONDITIONS AND QUALIFYING THE PARTICIPANT	12
9.1.	Entry of the participant	12
9.2.	Professional competence of the participant	12
9.3.	Qualifying the participant	12
10.	VOLUME, FORM AND PREPARING OF THE CONCEPTUAL DESIGN	13
10.1.	Volume of the conceptual design	13
10.2.	Preparing of the conceptual design	14
10.2.1.	Language of preparing the conceptual design.....	14
10.2.2.	Labelling the conceptual design	14
10.2.3.	Packaging of the conceptual design	14
10.2.4.	Documents presented in the envelope “Documents” included in the package	14
10.2.4.1.	Confirmation on the compliance of the plan	14
10.2.4.2.	Price proposal	14
10.2.4.3.	Confirmation regarding the right of publication.....	14
10.2.4.4.	Confirmation regarding the right of implementation of the work	15
10.2.4.5.	Confirmation regarding the right of ownership of the work	15
10.2.5.	Superscription of documents	15
10.2.6.	Labelling of documents	15
11.	MANNER, PLACE, DATE AND TIME OF PRESENTING THE CONCEPTUAL DESIGN.....	15
11.1.	Verifying the compliance of conceptual designs	16
11.2.	Assessment and assessment criteria of the conceptual design	16

11.3.	Disclosure of the design contest prize winners	17
11.4.	Disclosure of the design contest passwords	17
12.	PROCUREMENT CONTRACT CONDITIONS (CONTRACTING CONDITIONS)	17
12.1.	Type of procurement contract	17
12.2.	Object of procurement contract	18
12.3.	The planned term of signing and performing the procurement contract	18
12.4.	Method and volume of contracting	19
12.4.1.	Method of contracting	19
12.4.2.	Volume of contracting and composition of construction design	19
12.5.	Co-contracting of the contracting authority	24
12.6.	Price-basedness	24
12.7.	General principles of performing the works	25
12.7.1.	Legislation	25
12.7.2.	Technical standards of the design work	25
12.7.3.	Arrangement of design work, exchange of information	25
12.7.4.	Presenting the work output	25
12.7.5.	Cost limitation	25
12.8.	Penalties and liability	26
12.9.	Requirements concerning sub-contractors used	27
12.10.	Securities	27
12.10.1.	Advance payment security	27
12.10.2.	Security of performing the contracting obligation	27
12.10.3.	Security of performing the guarantee obligation	27
12.11.	Insurance conditions	27
12.12.	Copyrights	28
13.	OTHER CONDITIONS OF THE DESIGN CONTEST	29
13.1.	Copyrights and right of ownership of the conceptual design	29
13.2.	Size and breakdown of the prize money and payment of prizes	29

13.3.	Returning unawarded conceptual designs	30
13.4.	Returning prizewinning conceptual designs	30
13.5.	Failure to conclude the procurement contract	30
13.6.	Participation costs	30
13.7.	Explanations.....	30
13.8.	Complaints	31

Annexes:

Annex 1	Competition task of the design contest with annexes	in zip-file
Annex 2	Form I (Confirmation regarding the absence of the grounds for exclusion)	on 1 page
Annex 3	Form II (Confirmation regarding the right to participate)	on 1 page
Annex 4	Form III (Name card)	on 1 page
Annex 5	Form IV (Confirmation on the compliance of the plan)	on 1 page
Annex 6	Form V (Price proposal)	on 1 page
Annex 7	Form VI (Confirmation regarding the right of publication of the work)	on 1 page
Annex 8	Form VII (Confirmation regarding the right of implementation of the work)	on 1 page
Annex 9	Form VIII (Confirmation regarding the right of ownership of the work)	on 1 page

1. PROCUREMENT INFORMATION

1.1. Procurement title

Title of the object of design contest is the architectural design competition of the buildings and outdoor areas of Tartu Waldorf Centre complex (hereinafter **contest**). Procurement reference number in the registry of public procurements is 135238. Official abbreviation is **WK**.

1.2. Procurement classification (CPV)

71410000-5	Urban planning services
71420000-8	Landscape architectural services
71240000-2	Architectural, engineering and planning services

2. PROCUREMENT PARTIES

2.1. Contracting authority

Contracting authority is the Tartu Free Waldorf School Association, Ploomi 1, 50110 Tartu, registry code 80078364 (hereinafter **contracting authority**). Person responsible of the contracting authority is Katri Tammekand, member of the board, phone +372 50 15 141, e-mail: katri.tammekand@gmail.com, http: www.waldorkool.info.

2.2. Organiser of the design contest

Organiser of the design contest is the Tartu Free Waldorf School Association, Ploomi 1, 50110 Tartu, registry code 80078364 (hereinafter **contracting authority**). Person responsible of the organiser is Katri Tammekand, member of the board, phone +372 50 15 141, e-mail: katri.tammekand@gmail.com.

2.3. Qualification committee

For verifying the bases of exclusion from the contest and the qualification and conformity of conceptual designs (hereinafter **design**) the **contracting authority** has formed a qualification committee (hereinafter **committee**) by the order No.1 of 18.06.2012, including:

- Margus Jaago, representative of the the Union of Estonian Architects;
- Kati Uusmaa, member of the Tartu Free Waldorf School Association;
- Mati Valgepea, member of the Tartu Free Waldorf School Association.

2.4. Jury of the design contest

The contracting authority has formed a contest jury (hereinafter **jury**) for assessing the plans by the order No.1 of 18.06.2012, including:

- Mati Raamat, Tartu City Government, City Engineer, Tartu Waldorf School parent (chairman of the jury);

- Tiiu Bläsi-Käo, architect, Member of the Board of Estonian Free Waldorf Schools and Kindergartens Association;
- Tiit Sild, Tartu City Government, City Architect (on parental leave), member of the Union of Estonian Architects;
- Andres Lunge, architect, member of the Union of Estonian Architects;
- Luigi Fiumara, architect, Kiev National University for Construction and Architecture, professor;
- Mikk Pärdi, architect, Tartu Waldorf School parent;
- Lena Leonovitš, interior architect, Tartu Waldorf School teacher and parent;
- Katri Tammekand, Member of the Board of Tartu Free Waldorf School Association, Tartu Waldorf School parent (secretary of the jury);
- Marika Kööbi, Tartu Waldorf School teacher and parent (reserve member);
- Vilen Künnapu, architect, member of the Union of Estonian Architects (reserve member).

Jury has a right to involve independent experts for assessing the plans in order to get expert opinions.

3. BASIS FOR PREPARING THE COMPETITION GUIDE

The Public Procurement Act (hereinafter **PPA**) and legislation provided on the basis of it, notice of the design contest (hereinafter **notice**), current competition guide (hereinafter **guide**) and, as a guidance material, the “Rules of architectural design competitions organised in the European Union” by the Architects’ Council of Europe and the “Estonian architectural design competition guide” by the Union of Estonian Architects are followed in the contest.

The following order of priority of procurement documents is followed in resolving the problems and questions emerging during the contest:

- PPA,
- notice,
- guide and its annexes and explanations provided by the contracting authority during the contest,
- guidance materials.

The guide and its annexes can be downloaded free of charge from the contest homepage, located on the address www.waldorfkool.info.

4. COMPETITION TASK

In preparing the plans, the competition task (hereinafter **task**) and its annexes, provided in Annex No.1 of the guide, must be followed.

5. RIGHT AND CONDITIONS OF PARTICIPATION

5.1. Right of participation

The contest may be participated in and plans may be submitted by legal persons independently (hereinafter **participant**) and by joint participants formed by legal persons (hereinafter together and separately **joint participant**) whose location is in Estonia, in some other European Union member state, in another European Economic Area contract country or in a country joined with the World Trade Organisation Agreement on Government Procurement (GPA), whereas the contest may not be participated in and plans may not be submitted by:

- chairman, members and experts of the contest jury,
- persons connected with the contest jury chairman, members and experts (spouses, co-habitees, relatives in ascending line and relatives in descending line, sisters, brothers);
- business partners connected with the contest jury chairman, members and experts that are partners or shareholders in the same company operating in the design sphere;
- persons in contractual relationship with the contest jury chairman, members and experts.

5.2. Conditions of participation and awarding the procurement contract

5.2.1. Conditions of participation

- For participating in the contest one has to register in the Procurement Register:
- the legal form of the participant/joint participant qualified for participation may not change during the contest;
- the plan for the whole volume must be submitted. The plan covering the partial volume is not accepted;
- participant/joint participant cannot present a plan if he/she has given consent to another participant/joint participant participating in the contest to assign him/her a sub-contractor in performing the procurement contract;
- at least one (1) author of the plan must be the key person architect of the participant/joint participant (see Guide 9.2).

5.2.2. Conditions for awarding the procurement contract

The procurement contract (hereinafter **contract**) of the service of preparing the construction design of the buildings and outdoor areas of Tartu Waldorf Centre complex for implementing the winning plan of the contest shall be awarded by way of negotiated procedure without prior publication on terms and conditions provided in the guide and its annexes with the representative (hereinafter **representative authorised by joint participants**) authorised by the participant/joint participants.

6. STRUCTURE, CONTENT AND PREPARING OF THE QUALIFICATION DOCUMENTS

6.1. Structure of qualification documents

The following documents in the below order must be presented in order to participate and qualify in the contest:

- confirmation regarding the absence of the grounds for exclusion from the contest according to the guide clause 6.2.1;
- confirmation regarding the right to participate in the contest according to the guide clause 6.2.2;
- certificate of payment of state taxes according to the guide clause 6.2.3;
- certificate of payment of local taxes according to the guide clause 6.2.4;
- joint participants' authorisation document according to the guide clause 6.2.5;
- commercial registry registration according to the guide clause 6.2.6;
- design activity licence according to the guide clause 6.2.7;
- documents certifying the professional qualifications according to the guide clause 6.2.8 (M1);
- authorisation document certifying the right of representation according to the guide clause 6.2.9 (M1);

6.2. Content of presented documents

6.2.1. Confirmation regarding the absence of the grounds for exclusion from the contest

For participating in the contest a written confirmation of the participant/joint participant regarding the absence of the grounds for exclusion from the contest should be presented on Form I provided in the guide Annex No.2.

6.2.2. Confirmation regarding the right to participate in the contest

For participating in the contest a written confirmation of the participant/joint participant regarding the absence of given circumstances should be presented on form II provided in the guide Annex No.3.

6.2.3. Certificate of payment of state taxes

For participating in the contest certificate(s) verified by the Tax and Customs Board or the authority of equivalent competence of the country of location of the participant/joint participants must be presented regarding the appropriate performance by the participant/joint participants of obligations of the payment of state taxes or social security payments pursuant to legislation, as at the date of the beginning of the procurement. Given certificates must be presented by all joint participants.

Data valid for persons resident in Estonia shall be checked by the contracting authority itself according to the public data available in the database.

6.2.4. Certificate of payment of local taxes

For participating in the contest certificate(s), verified by the tax administrator of local taxes or the authority of equivalent competence of the country of location of the participant/joint participants must be presented regarding the appropriate performance by the participant/joint participants of obligations of the payment of local taxes pursuant to legislation, as at the date of the beginning of the procurement. Issuing date of the certificate must not be earlier than the date of publishing the notice in the Procurement Register.

6.2.5. Joint participants' authorisation document

For participating in the contest an unattested proxy, confirmed by joint participants, must be presented to their representative. The authorisation document must state the scope of authorisation granted to the representative, incl. the right of submitting the plan and entering into the procurement contract. The authorisation document must contain, in addition to the authorisation of the joint participant's authorised representative, also a confirmation that all joint participants bear joint and several liability for the performance of the procurement contract. The authorisation document must be valid until entering into the procurement contract.

6.2.6. Commercial registry registration

In order to qualify, a printout of the commercial registry of the country of location or registry equivalent with the Commercial registry of Estonia must be presented regarding the appropriate registration of the legislation of its country of location. Given printout must be presented by all joint participants. The date of the printout must not be earlier than the date of publishing the notice in the Procurement Register.

Registration of persons resident in Estonia shall be checked by the contracting authority itself according to the public data available in the databases.

6.2.7. Design activity licence

In order to qualify a printout of the registrations of the areas of activity of construction design or a permit for operating in given areas of activity must be presented from the state register of undertakings operating in areas of activity subject to special requirements (hereinafter REA) or from the appropriate registry pursuant to the legislation of the country of its location.

Registration of persons resident in Estonia shall be checked by the contracting authority itself according to the public data available in the databases.

6.2.8. Documents certifying the professional qualifications

In order to qualify a certificate must be presented verifying the professional qualification of the key person architect/author of the plan responsible for performing the obligations arising from the procurement contract.

6.2.9. Authorisation document certifying the right of representation

In order to qualify an authorisation document certifying the right of representation if qualification documents shall be signed by a person authorised by the legal representative of the representative authorised by the participant/joint participant. The authorisation document must be valid until entering into the procurement contract.

6.3. Preparing of the qualification documents

6.3.1. Language of preparing the qualification documents

Documents submitted upon qualification must be prepared in Estonian **or in English (M2)**. Copies of original documents can be in the official language of the country of location of the participant/joint participant, accompanied by the translation into Estonian **or English (M2)**. Upon contradictions in the text the contracting party would follow the translation.

6.3.2. Superscription of qualification documents

The following conditions must be followed upon superscription of documents:

- all submitted documents must be directly superscribed by the legal representative of the participant or by the I representative of the representative authorised by joint participants.

6.3.3. Labelling of qualification documents

The following conditions must be followed in labelling the documents:

- documents shall be presented on paper and all submitted documents must be printed and bound and all pages must be labelled with the current number of the page;
- bound documents must contain a title page and table of contents, with the table of contents indicating the title of the document, number of pages of the document and the page number of the first page of the document;
- bound documents shall be submitted in closed package, which excludes the possibility of opening or closing the package without leaving traces;
- the package containing the documents must carry an official abbreviation of the contest **WK**, and requisite information of the participant/joint participants must be enclosed.

7. MANNER, PLACE, DATE AND TIME OF PRESENTING THE QUALIFICATION DOCUMENTS

The deadline of presenting the documents required for participating and qualifying in the contest is **15 August 2012 at 16:00**. Documents must be delivered by oneself or dispatched at own risk either by mail or courier **from 13 to 15 August 2012** to the address of the **Tartu Free Waldorf School Association (Tartu Vaba Waldorfkooli Selts), Ploomi 1, 50110 Tartu**.

Upon receiving the documents the addressee shall write on the package the number of the order of arrival, date, time and his/her signature and, on demand, provides the deliverer of the package with a certificate with similar information.

Presenting the documents required for participating and qualifying in the contest in any other way are not accepted. Documents that are delivered or arrive after due date, are not accepted or opened.

8. EXCLUSION OF THE PARTICIPANT FROM THE DESIGN CONTEST

The contracting authority excludes the participant/joint participant from the contest at any time if grounds for exclusion of the participant/joint participant from the procurement procedure exist pursuant to the Public Procurement Act section 38 subsection 1.

The decision of excluding the participant/joint participant from the contest shall be published on the homepage of the public procurements register within three (3) working days from making the corresponding decision. The participant/joint participant excluded from the contest shall not participate in the following contest.

If participant/joint participant is excluded from the contest after submitting the plan, the submitted plan shall be returned to the participant/authorised representative of joint participants following the conditions provided in the guide section 13.3.

9. QUALIFICATION CONDITIONS AND QUALIFYING THE PARTICIPANT

9.1. Entry of the participant

- participant/joint participant must be registered according to the legislation in the commercial registry of the country of location or in the registry equivalent to the Estonian commercial registry;
- The authorised representative of the participant/joint participants must hold the construction sphere registration of the REA in the area of activity of design or corresponding registration pursuant to the legislation of the country of location or a permit for operating in given area of activity.

9.2. Professional competence of the participant

The architect/author of the plan employed as the key person must hold a valid architect's profession for the purposes of the Professions Act or corresponding regulation of the European Union member state, European Economic Area contract country or country joined with the World Trade Organisation Agreement on Government Procurement.

9.3. Qualifying the participant

According to the PPA section 41 subsection 6, the participant/joint participant can certify the conformity of his/her technical and professional competence to the qualifying conditions in addition to his/her indicators also on the basis of the indicators of another person regarding the means and measures or specialists, irrespective of the nature of his/her legal relations with that person. For that purpose one must present certificates to the contracting authority, indicating that given person commands corresponding means and measures or specialists and he or she can employ them for performing the procurement contract, if needed.

According to the PPA section 41 subsection 7, the joint participants can rely in attesting the conformity of their technical and professional competence to the qualifying conditions on the

competence of other joint participants, if the nature of the relevant criterion makes it possible.

According to the PPA section 42, the participant/joint participant may submit a certificate issued by the keeper of the official list of approved undertakings regarding including the person in the list or a certificate of an accredited certification institution attesting the person's certification as an approved undertaking. In addition to the data that were not the basis for including the person in the list or certification, one must submit certificates regarding payment of state and local taxes mandatory in the country of location. The data regarding payment of state taxes valid for persons resident in Estonia shall be checked by the contracting authority itself according to the public data available in the database.

According to the PPA section 39 subsection 3, the contracting authority has the right to verify the qualifications of the participant/joint participant also after qualifying the participant/joint participant.

The decision on qualifying or disqualifying the participant/joint participant shall be published on the homepage of the public procurements register on 30.8.2012 at the latest within three (3) working days from making the corresponding decision. In case the decision on qualifying or disqualifying shall be made after given date, the deadline for submitting the plans shall be extended proportionally with the extended time.

The disqualified participant/joint participant shall not participate in the following contest and documents submitted for participating in the contest and qualifying shall not be returned to him/her.

If participant/joint participant is disqualified at a later time, the plan submitted to the contest shall be returned to the participant/authorised representative of joint participants following the conditions provided in the guide section 13.3.

10. VOLUME, FORM AND PREPARING OF THE CONCEPTUAL DESIGN

10.1. Volume of the conceptual design

The volume of the plan submitted to the contest has been indicated in the guide Annex No.1.

The material provided in the plan (except for the model) must be presented digitally on a CD or DVD. Letter of explanation and graphical material must be presented as .pdf and/or .jpg files, in a ready-to-print form. The location plan must be presented also in the .dwg format.

10.2. Preparing of the conceptual design

10.2.1. Language of preparing the conceptual design

All the components of the design and documents listed in the guide section 10.2.4 must be presented in Estonian **or in English (M2)**.

10.2.2. Labelling the conceptual design

The design shall be anonymous and carrying a password. All the components of the design and envelopes indicated in the guide section 10.2.3 must carry a conceptual (verbal) password, (an emblem, logo or letter-number combination is not allowed). This condition holds also for files submitted digitally on a CD or DVD (erase/empty the file's identification fields under attributes).

10.2.3. Packaging of the conceptual design

Upon submitting the package all parts of the design must be located in a single closed, one-colour package without external distinguishing marks and special features (hereinafter **package**). The package should be closed in a manner that prevents opening and closing it without leaving traces. The package needs to carry the official abbreviation of the contest **WK**.

The package submitted to the contest must contain:

- plan described in the task;
- closed and opaque envelope with a note "**Name card**", which contains the filled-in form III provided in the guide Annex No.4;
- closed and opaque envelope with a note "**Documents**", which contains documents listed in the guide section 10.2.4.

10.2.4. Documents presented in the envelope "Documents" included in the package

10.2.4.1. *Confirmation on the compliance of the plan*

The package must include a written confirmation by the participant/joint participant on the form IV provided in the Annex No.5 regarding the compliance of the plan. The document should include a confirmation regarding the participant/joint participant possessing the rights of using the intellectual property.

10.2.4.2. *Price proposal*

The package must include a price proposal in Euros (€), presented in the form provided in the guide Annex No.6. Changing the work entries or classification presented in the Form V is not allowed; also, all yellow fields indicated by the contracting authority to be filled in, must be filled in by the participant/joint participant. Participant/joint participant shall fill in the grey fields when needed. Participant/joint participant shall be accountable for the errors.

10.2.4.3. *Confirmation regarding the right of publication*

The package must include a written confirmation by the participant/joint participant, presented in the form VI of the Annex No.7, regarding the author(s) of the plan handing over to the participant/joint participant the right to display the plan in print materials, reports, web page and exhibitions prepared by the contracting authority.

10.2.4.4. *Confirmation regarding the right of implementation of the work*

The package must include a written confirmation by the participant/joint participant, presented in the form VII of the Annex No.8, regarding the author(s) of the plan giving their approval by participating in the contest for implementing the plan in case it will be declared winner of the contest for purposes and conditions set out in the guide and its Annexes.

10.2.4.5. *Confirmation regarding the right of ownership of the work*

The package must include a written confirmation by the participant/joint participant on the form VII provided in the Annex No.9 regarding the author(s) of the plan granting the right of ownership to the participant/joint participant presenting the plan.

10.2.5. Superscription of documents

The following conditions must be followed upon superscription of documents presented in the envelope "Documents":

- all submitted documents must be directly superscribed by the legal representative of the participant or by legal representative of the representative authorised by joint participants.

10.2.6. Labelling of documents

The following conditions must be followed in labelling of documents presented in the envelope "Documents":

- all documents presented on paper must be printed and bound and all pages must be labelled with the current number of the page;
- bound documents must contain a title page and table of contents, with the table of contents indicating the title of the document, number of pages and page number of the first page;

11. MANNER, PLACE, DATE AND TIME OF PRESENTING THE CONCEPTUAL DESIGN

The deadline of presenting the package containing the design is **31 October 2012 at 16:00**. The package must be delivered by oneself or dispatched at own risk either by mail or courier **from 29 to 31 October 2012** to the address of the **Tartu Free Waldorf School Association (Tartu Vaba Waldorfkooli Selts) at Ploomi 1, 50110 Tartu**. The right to present the design lies only with the previously qualified participant/joint participant.

Upon receiving the package the addressee shall write on the package the number of the order of arrival, date, time and his/her signature and, on demand, provides the deliverer of the package with a certificate with similar information. Presenting the package in any other way is not accepted. The design that has been submitted or received after due date would not be assessed and would be returned to the participant/authorised representative of joint participants following the conditions provided in the guide section 13.3.

Maximum customs value for the package sent by mail can be 100 €. According to the legislation of the Republic of Estonia, customs procedures apply to postal items with higher value,

incl. duties legally owed shall be assigned to them upon shipping in. Organisers of the contest shall not take up arrangement of customs procedures or payment of accompanying customs duties and assume no responsibility for the accompanying consequences, incl. delayed arrival of the package.

11.1. Verifying the compliance of conceptual designs

Prior to the assessment of the anonymously presented designs by the jury the committee shall verify the right of submitting the design, compliance of designs and documents to the requirements set out in the guide clause 10. The committee shall not assess the conceptual or formal part of designs. The formal compliance of the design with regard to the initial task shall be verified by a corresponding expert before the work of the assessment committee. Committee members shall guarantee the anonymity of all designs before the contracting authority, jury, and all other persons until the disclosure of contest passwords, if it is not prescribed otherwise by the law.

The contracting authority shall reject the design if the design or presented documents do not comply with the requirements set out in clause 10 of the guide. The contracting authority can declare the design compliant unless it contains essential deviations from given conditions.

The decision of declaring the design compliant or rejecting it shall be published on the homepage of the public procurements register on 07.11.2012 at the latest within three (3) working days from making the corresponding decision. The participant/joint participant, whose design has been rejected, shall not participate in the ensuing contest.

The rejected design and presented documents shall be returned to the participant/authorised representative of joint participants following the conditions provided in the guide section 13.3.

The design that has been presented by a participant/joint participant possessing no right to present it shall also be returned according to conditions provided in the guide section 13.3.

11.2. Assessment and assessment criteria of the conceptual design

The jury assesses the design and formal quality of all the compliant designs, compliance with the task and establishes anonymously by way of passwords the recipients of contest awards.

Assessment criteria that are used for establishing the prize winners:

- functionality of the internal and external room solution, logical relations between the rooms and conformity to the requirements of the contracting authority (competition task);
- Sensing the characteristics of Estonia, Tartu and specific area and taking into account the existing building;
- the harmony of the future external and internal space, mutual balance, quality, distinctiveness and civilised nature of parts and elements of the building;

- showing consideration for economically rational construction, energy-efficiency, reasonable choice of structure and material and achieving of other practical objectives.

Jury members examine all the designs that have been declared compliant. The jury determines the contest prize winners following the “Estonian architectural design competition guide” conditions prepared by the Estonian Union of Architects.

11.3. Disclosure of the design contest prize winners

The decision of the contracting authority, passed on the suggestion of jury, on the passwords of winning entries shall be published on the homepage of the public procurements register on 14.12.2012 at the latest within three (3) working days from making the corresponding decision.

11.4. Disclosure of the design contest passwords

The contest ends with opening the name card envelopes corresponding to the passwords of prizewinning designs and disclosing the names of design authors on a public meeting. The location and time of the meeting shall be specified on the web page of the contest www.waldorfkool.info

12. PROCUREMENT CONTRACT CONDITIONS (CONTRACTING CONDITIONS)

12.1. Type of procurement contract

The contract(s) of for preparing the construction design of the buildings and outdoor areas of Tartu Waldorf Centre complex in order to implement the plan that has won the contest shall be awarded by way of negotiated procedure without prior publication on terms and conditions provided in the guide and its annexes with the representative (hereinafter **contractor**) authorised by the participant/joint participants.

A foreign bureau that participates in the architectural contest is under obligation to cooperate with a company engaged in design work that is entered in the Estonian Register of Economic Activities (REA), which shall be indicated, along with the contact person and data, in the materials attached to the conceptual design.

The contract type is contract for services and it shall be signed in a written form. The contract shall be prepared on the basis of the Law of Obligations Act and general conditions of the design work contract for services PTÜ 2007 (ET-2 0204-0692). The contract and its annexes shall be prepared by the contracting authority. The contract shall be concluded in Estonian.

Procurement documents, tender submitted during the negotiated procedure without prior publication, possible later meeting protocols and other documents shall be added as annexes to the contract. Performing of the contract must start within one (1) week at the latest as of entering into the contract.

In case that the contest winner withdraws from participating in the negotiated procedure without prior publication or from entering into contract or if parties of the negotiations cannot reach an agreement concerning the contract conditions, it grants the contracting authority a right to enter into negotiations with other prize-winners of the contest according to their placing.

12.2. Object of procurement contract

The object of contract comprises conceptual and formal design work and technical consultation services for preparing the construction designs of the buildings and outdoor areas of Tartu Waldorf Centre complex, which shall be provided by way of contracting on the basis of the contest guide and its annexes and the submitted plan (hereinafter **work**).

The contracting authority reserves the right to sign procurement contracts separately for separate buildings, depending on the financing prospects: kindergarten building (hereinafter **building 1**), schoolhouse (hereinafter **building 2**), former church/mess hall building (hereinafter **building 3**), social centre (hereinafter **building 4**).

12.3. The planned term of signing and performing the procurement contract

The estimated term of signing the contract is in the beginning of 2013 and the estimated term of performing the contract is at the end of 2014, depending on the state or local government budget or financial means granted by way of project application.

Interim terms of performing the contract shall be agreed on during the negotiated procurement procedure without prior publication.

The contract prepared by the contracting authority shall be signed within fourteen (14) days at the latest from delivering it to the performer of the work. In case of waiving from signing the contract at given term the contracting authority assumes the right to regard it as waiver of award of procurement contract and withdrawal of tender pursuant to the PPA section 53.

12.4. Method and volume of contracting

12.4.1. Method of contracting

The method of contracting is general design contracting in which the contractor assumes the sole responsibility for the activities and work of the main performer.

12.4.2. Volume of contracting and composition of construction design

The contractor is required to perform the entire work, acquire the labour and subcontractors of required qualification for performing obligations arising from the contracting, carry out necessary construction surveys, obtain necessary primary data, prepare construction design(s) in necessary capacity for implementing the idea and provide the author's supervision service during the construction period for the offer price.

The contracting capacity comprises:

Building 1 (kindergarten house):

- further developing and amending of the conceptual idea (elaborated sketch);
- performing construction surveys arising from the requirements of the building, including, but not limited to:
 - radon;
 - geodetic survey;
 - engineering geology.
- construction design, incl.:
 - preparing the construction design;
 - author's supervision of the designer, incl. official travels.

Construction design stages are according to EVS (ESTONIAN CENTRE FOR STANDARDISATION) 811:2012:

- preliminary building design documentation with letter of recommendation of the building on the basis of EVS 865-1:2006;
- principal building design documentation with the construction description of the building on the basis of EVS 865-2:2006;
- operational building design documentation with work guidelines.
- 3D visualisations of the preliminary building design;
- endorsement of the building design documentation for applying for the building permit in necessary capacity;
- applying for building permits, incl. preparing the application necessary for applying for the building permit;
- calculating the energy-efficiency and issuing the energy performance certificate to the contracting authority.

Outdoor area:

- further developing and amending of the conceptual idea (elaborated sketch);
- acquiring source information arising from the requirements of the building, including, but not limited to:

- technical requirements of the water supply and sewage;
- technical requirements of power supply;
- technical requirements or endorsements of heat supply;
- technical requirements of communications;
- technical requirements of gas supply;
- preparing building design documentations of utility networks, incl.:
 - water supply and sewage;
 - gas supply;
 - heat supply;
 - power supply (electricity and weak-current part).
- preparing the landscape architectural design project.

Construction design stages are according to EVS (ESTONIAN CENTRE FOR STANDARDISATION) 907:2010:

- preliminary building design;
- principal building design;
- operational building design.
- author's supervision of the designer, incl. official travels;
- 3D visualisations of the preliminary building design;
- endorsement of the building design documentation for applying for the building permit in necessary capacity;

applying for building permit, incl. preparing the application necessary for applying for the building permit.

Building 2 (school house):

- further developing and amending of the conceptual idea (elaborated sketch);
- performing construction surveys arising from the requirements of the building, including, but not limited to:
 - radon;
 - geodetic survey;
 - engineering geology;
- construction design, incl.:
 - preparing the construction design;
 - author's supervision of the designer, incl. official travels.

Construction design stages are according to EVS (ESTONIAN CENTRE FOR STANDARDISATION) 811:2012:

- preliminary building design documentation with letter of recommendation of the building on the basis of EVS 865-1:2006;
- principal building design documentation with the construction description of the building on the basis of EVS 865-2:2006;
- operational building design documentation with work guidelines.
- 3D visualisations of the preliminary building design;
- endorsement of the building design documentation for applying for the building permit in necessary capacity;

- applying for building permits, incl. preparing the application necessary for applying for the building permit;
- calculating the energy-efficiency and issuing the energy performance certificate to the contracting authority.

Outdoor area:

- further developing and amending of the conceptual idea (elaborated sketch);
- acquiring source information arising from the requirements of the building, including, but not limited to:
 - technical requirements of the water supply and sewage;
 - technical requirements of power supply;
 - technical requirements or endorsements of heat supply;
 - technical requirements of communications;
 - technical requirements of gas supply;
- preparing building design documentations of utility networks, incl.:
 - water supply and sewage;
 - gas supply;
 - heat supply;
 - power supply (electricity and weak-current part).
- preparing the landscape architectural design project.

Construction design stages are according to EVS (ESTONIAN CENTRE FOR STANDARDISATION) 907:2010:

- preliminary building design;
- principal building design;
- operational building design.
- author's supervision of the designer, incl. official travels;
- 3D visualisations of the preliminary building design;
- endorsement of the building design documentation for applying for the building permit in necessary capacity;

applying for building permit, incl. preparing the application necessary for applying for the building permit.

Building 3 (former church/mess-hall):

- further developing and amending of the conceptual idea (elaborated sketch);
- performing construction surveys arising from the requirements of the building, including, but not limited to:
 - radon;
 - geodetic survey;
 - engineering geology.
- construction design, incl.:
 - preparing the construction design;
 - Author's supervision of the designer, incl. official travels.

Construction design stages are according to EVS (ESTONIAN CENTRE FOR STANDARDISATION) 811:2012:

- preliminary building design documentation with letter of recommendation of the building on the basis of EVS 865-1:2006;
- principal building design documentation with the construction description of the building on the basis of EVS 865-2:2006;
- operational building design documentation with work guidelines.
- 3D visualisations of the preliminary building design;
- endorsement of the building design documentation for applying for the building permit in necessary capacity;
- applying for building permits, incl. preparing the application necessary for applying for the building permit;
- calculating the energy-efficiency and issuing the energy performance certificate to the contracting authority.

Outdoor area:

- further developing and amending of the conceptual idea (elaborated sketch);
- acquiring source information arising from the requirements of the building, including, but not limited to:
 - technical requirements of the water supply and sewage;
 - technical requirements of power supply;
 - technical requirements or endorsements of heat supply;
 - technical requirements of communications;
 - technical requirements of gas supply;
- preparing building design documentations of utility networks, incl.:
 - water supply and sewage;
 - gas supply;
 - heat supply;
 - power supply (electricity and weak-current part).
- preparing the landscape architectural design project.

Construction design stages are according to EVS (ESTONIAN CENTRE FOR STANDARDISATION) 907:2010:

- preliminary building design;
- principal building design;
- operational building design.
- author's supervision of the designer, incl. official travels;
- 3D visualisations of the preliminary building design;
- endorsement of the building design documentation for applying for the building permit in necessary capacity;

applying for building permit, incl. preparing the application necessary for applying for the building permit.

Building 4 (social centre):

- further developing and amending of the conceptual idea (elaborated sketch);
- performing construction surveys arising from the requirements of the building, including, but not limited to:

- radon;
- geodetic survey;
- engineering geology.
- construction design, incl.:
 - preparing the construction design;
 - Author's supervision of the designer, incl. official travels.

Construction design stages are according to EVS (ESTONIAN CENTRE FOR STANDARDISATION) 811:2012:

- preliminary building design documentation with letter of recommendation of the building on the basis of EVS 865-1:2006;
- principal building design documentation with the construction description of the building on the basis of EVS 865-2:2006;
- operational building design documentation with work guidelines.
- 3D visualisations of the preliminary building design;
- endorsement of the building design documentation for applying for the building permit in necessary capacity;
- applying for building permits, incl. preparing the application necessary for applying for the building permit;
- calculating the energy-efficiency and issuing the energy performance certificate to the contracting authority.

Outdoor area:

- further developing and amending of the conceptual idea (elaborated sketch);
- acquiring source information arising from the requirements of the building, including, but not limited to:
 - technical requirements of the water supply and sewage;
 - technical requirements of power supply;
 - technical requirements or endorsements of heat supply;
 - technical requirements of communications;
 - technical requirements of gas supply;
- preparing building design documentations of utility networks, incl.:
 - water supply and sewage;
 - gas supply;
 - heat supply;
 - power supply (electricity and weak-current part).
- preparing the landscape architectural design project.

Construction design stages are according to EVS (ESTONIAN CENTRE FOR STANDARDISATION) 907:2010:

- preliminary building design;
- principal building design;
- operational building design.
- author's supervision of the designer, incl. official travels;
- 3D visualisations of the preliminary building design;

- endorsement of the building design documentation for applying for the building permit in necessary capacity;
- applying for building permit, incl. preparing the application necessary for applying for the building permit.

12.5. Co-contracting of the contracting authority

The following contracting shall be performed as co-contracting of the contracting authority:

- heritage conservation supervision;
- expert assessment of the building design documentation.

12.6. Price-basedness

Contracting shall be carried out by a fix price contracting in which the cost of contracting shall not be corrected by price indexes, energy source materials, currency exchange rates and other factors. By presenting the tender the contracting authority regards all the works necessary for achieving the goal of the contracting authority as being included in the composition of the tender and the offer price being sufficient for the appropriate finishing of the work.

Upon amendments in the existing Value Added Tax legislation of the Republic of Estonia the contracting cost shall be corrected according to the amendments in the legislation. Corresponding legislation of general application shall be regarded as binding on the parties, if these have been published in the State Gazette.

Endorsement fees of the building design documentation or service charges of network possessors shall not be compensated for the contractor. State fees related to issuing of the building permit shall be paid by the contracting authority. Discontinuing the subscriber contracts with network possessors, signing new contracts and paying admission fee shall not belong to the volume of contracting.

Amendment design work arising from minor changes in the room programme or departmental precepts shall belong to the volume of contracting and it shall not be compensated to the contractor additionally.

Upon cancellation of the contract by the contracting authority on the basis prescribed in Law of Obligations Act section 655 subsection 1 the provisions of the second sentence of the Law of Obligations Act section 655 subsection 1 do not apply and the contracting authority undertakes to pay to the contractor only for the work actually performed and documented.

12.7. General principles of performing the works

12.7.1. Legislation

All relevant legislation of the Republic of Estonia and resolutions by ministries, also guidelines and regulations of rescue, occupational health and safety, health protection and police agencies are binding on the contractor. The contractor must coordinate special questions with local authorities and representative(s) of the contracting authority.

12.7.2. Technical standards of the design work

The order of normative documents that the design work shall be based on is the following:

- Estonian standard (EVS),
- European standard (EN) adopted as the Estonian standard,
- European standard,
- international standard,
- Original Estonian standard (EPN),
- other domain-specific international standards.

12.7.3. Arrangement of design work, exchange of information

Organisational questions related to the design procedure shall be agreed on during the first design work meeting. The official language of contracting is Estonian. The construction design documentation and transcripts of work meetings shall be prepared in Estonian. Meetings shall be held at the office of the contracting authority at least twice (2) a month, if not agreed on otherwise. Chairman and recorder of meetings shall be chosen at the beginning of the meeting.

12.7.4. Presenting the work output

Work output (building design documentation) must be delivered to the contracting authority at the preliminary building design stage in three (3), principal and operational building design stage in five (5) copies on paper and digitally at every stage (drawings in dwg-, texts in doc- and charts in xls-format). Printing, copying and mailing costs of given documents are included in the contractual payment.

Emerging solutions shall be communicated to the contracting authority by e-mail or by way of project bank at project meetings upon agreement between the parties.

The work output shall be formalised according to the existing standards.

12.7.5. Cost limitation

The maximum chargeable price (excl. V.A.T.) for designing the design solution of the buildings and outdoor area of the WK complex must not exceed:

- building 1 (kindergarten house with outdoor area) 52 368 €;
- building 2 and 3 (school house with outdoor area) 239 719 €;
- building 3 (former church/mess-hall house with outdoor area) 74 074 €;
- building 4 (social centre house with outdoor area) 78 186 €;

12.8. Penalties and liability

The contracting authority has a right to check periodically the performance of work and compliance of the work to quality requirements. Upon the discovery of deficiencies, the contracting authority has a right to give orders at any time before conclusion of work to the contractor concerning the elimination of discovered deficiencies and the contractor is in that case bound to eliminate all the revealed deficiencies immediately and at one's own expense.

The contracting authority has a right to claim from contractor upon fundamental breach of contract the correction of breach in the meaning of Law of Obligations Act section 116 and to issue a reasonable term for the contractor for elimination of the breach of contract or to cancel the contract. If the contractor fails to eliminate a fundamental breach of contract during the reasonable term or if the contracting authority has cancelled the contract, the contracting authority then has a right claim from the contractor a contractual penalty amounting to up to twenty (20) percent of the total contract fee.

Upon the overrun of the term of contract, the amount of contractual penalty paid to the contracting authority as compensation for every delayed day amounts to zero point one (0.1) percent of the contract value per day. The contracting authority has a right to set off the contractual penalty from the sums unpaid to the contractor. Upon exceeding the date of performance of a contract owing to circumstances depending on the contractor, the contracting authority has a right to terminate the contract.

Upon violation of the term of commencement of contract, the amount of contractual penalty paid to the contracting authority as compensation for every delayed day amounts to zero point five (0.5) percent of the contract value per day.

Parties are liable for all the damage arising from their actions or failure to act.

If incompetency and/or non-compliance with the requirements occur concerning the project solution of the building design, the contractor undertakes to prepare a new solution at one's own expense and compensate expenses arising from the changes also to the builder. The contractor shall be responsible for the accuracy and conformity of the project solution and the endorsement of the contracting authority shall not decrease or release the contractor from responsibility.

The contractor shall be responsible for the compliance of the works with the contract conditions within twenty-four (24) months since handing the work or its part over to the contracting authority having it regarded as accepted, except for if revealed deficiencies have been caused by the deviation from the design documents by the contracting authority, building or employment mistakes, improper use, negligence, etc.

12.9. Requirements concerning sub-contractors used

sub-contractors used in performing the contract must comply with the following conditions:

- they must hold the appropriate activity license or for the planned contracting, issued by the competent authority of the country of residence or country of location or registration in the Register of Economic Activities;
- they must have the experience of at least three years for performing the planned contracting;
- the sub-contractor's equity capital cannot be negative in the balance sheet of last year's financial year.

The contracting authority has a right to demand from the contractor at any time the replacement of sub-contractor, if it occurs that the sub-contractor used does not conform to the imposed conditions. Sub-contractors reported to the contest can be replaced only upon prior approval of the contracting authority set down in written form.

The contractor lies accountable for damages caused by wrongful acts (non-performance) of itself and/or its sub-contractors with regard to the contracting authority and third parties. The contractor lies accountable for the works performed by sub-contractors, their quality and other actions within the framework of work.

12.10. Securities

- 12.10.1. Advance payment security
Not required.
- 12.10.2. Security of performing the contracting obligation
Not required.
- 12.10.3. Security of performing the guarantee obligation
Not required.

12.11. Insurance conditions

The contractor must conclude an occupational civil liability insurance for the duration of performing the contract or conclude an additional contract to the existing insurance contract, if the existing insurance contract does not comply with the conditions set out in the guide, by which damages caused by the fault of the policyholder to the contracting authority or to third parties during performing the contract are subject to compensation. Minimum insured sum and liability must be sixty (60) thousand €. Maximum rate of excess for every single loss event can be maximum five (5) thousand €.

Copy of the insurance policy or declaration sheet of the object shall be delivered to the contracting authority three (3) working days after entering into contract at the latest. Insurance

must be valid during the design work period and at least twenty-four (24) months after the planned delivery-acceptance of the work.

The contractor must insure its working personnel at least according to the compulsory minimum conditions prescribed in legislation.

12.12. Copyrights

Author assigns to the contracting authority all the author's economic rights listed in the Copyright Act in works created during performing the contract after accepting the works ordered by the contract and after paying for them. Also, the right of ownership of documents and materials prepared during performing of the contract shall be transferred to the contracting authority.

Acquiring the author's economic rights of the work and using the personal copyrights listed below shall be regarded as being paid for in the cost of the work ordered by the contract.

Personal copyrights arising by creating the work can be used by the contracting authority by non-exclusive licence within fifteen (15) years if:

- bankruptcy has been declared with regard to the contractor;
- architect responsible for the contractor is not capable for health reasons to perform works and the contractor cannot provide an equal responsible architect;
- the contract is terminated on the initiative of the contractor;

The contracting authority shall get a non-exclusive licence for using the following personal rights of the author:

- make or permit other persons to make any changes to the work, its title (name) or designation of the author's name and the right to contest any changes made without the author's consent (right of integrity of the work);
- permit the addition of other authors' works to the author's work (illustrations, forewords, epilogues, comments, explanations, additional parts, etc.) (right of additions to the work);
- decide when the work is ready to be performed in public (right of disclosure of the work);
- supplement and improve the author's work which is made public (right of supplementation of the work);
- request that the use of the work be terminated (right to withdraw the work).

Using the copyrights is restricted to the object of the contract and the contracting authority can use the aforementioned author's economic and personal rights without paying additional fees only in connection with developing the buildings and outdoor areas of the Waldorf Centre complex.

The repeated use or resale of the work or its parts created by the contractor on the basis of the contract and paying additional fee for it to the contractor shall be agreed on separately.

If performing of work is delayed due to reasons independent of the contracting authority and all the contractual works have not been performed and delivered to the contracting authority as required within one (1) month at the latest from the term of performance of contract, it then transfers the economic rights related to the works already paid for by the contracting authority to the contracting authority and concerning the personal rights of corresponding works the contracting authority holds the license prescribed above.

13. OTHER CONDITIONS OF THE DESIGN CONTEST

13.1. Copyrights and right of ownership of the conceptual design

Author(s) of the plan submitted to the contest enjoy(s) personal and economic copyrights according to the existing Copyright Act. Right of ownership of the prizewinning plan shall be assigned to the contracting authority after payment for the prize.

13.2. Size and breakdown of the prize money and payment of prizes

The contracting authority shall assign five (5) prizes at most and the size of the contest prize fund totals twenty-two thousand Euros and zero cents (22 000.00).

The prize fund breaks down as follows:

- contest winner prize is 8 000.00 €;
- second place prize is 6 000.00 €;
- third place prize is 4 000.00 €;
- two (2) purchase prizes á 2 000.00 €.

Prizes shall be paid out by the contracting authority within one (1) month after publishing the contest passwords to settlement account(s) of the author(s) indicated on the name card or to the settlement account of the representative authorised by the participant/joint participants. Upon payment of the prize to the natural person, the payer has the right to deduct from it the existing income tax.

Jury cannot change the size of the winning prize of the contest. As an exception, the jury reserves a right to redistribute the prize sums assigned to two obviously equal plans running for second and third place, by allotting to both of them an equal prize, which is the arithmetic mean of second and third place prizes.

Contest prizes shall not be awarded only when the contracting authority, at the proposal of the jury, declares the contest unsuccessful. The plan submitted to the contest shall then be returned to the participant/authorised representative of joint participants according to the conditions prescribed in the guide clause 13.3.

13.3. Returning unawarded conceptual designs

The unawarded plan shall be returned to the participant/authorised representative of joint participants on 09 June 2013 at the latest. In order to collect the plan, one needs to come to Tartu Free Waldorf School Association at Ploomi 1, 50110 Tartu, before the indicated term.

In order to reclaim unawarded plan by mail or courier, the participant/authorised representative of joint participants must present to a representative corresponding written request by aforementioned term on the e-mail address: katri.tammekand@gmail.com. Costs related to returning the plan shall be compensated to the representative by the participant/authorised representative of the joint participant.

Representative and committee have an obligation to keep the unawarded plans anonymous until 09 June 2013 if not prescribed otherwise by law. After that date the representative or committee is no longer bound to assume responsibility for these plans or guarantee anonymity.

Parties to the procurement shall not be responsible for the accidental destruction or damage risk of plans submitted to the contest. The participant/joint participant has a right to insure the plan at one's own funds.

13.4. Returning prizewinning conceptual designs

Awarded plans shall not be returned to the participant/joint participant.

13.5. Failure to conclude the procurement contract

The contracting authority has a right not to conclude a contract with the contest winner and decline from implementing the prizewinning plan, if it is caused by the economic circumstances of the contracting authority, the non-compliance of the plan with the development plans of the contracting authority, changes in the development plans of the contracting authority or changes in the investment plans or other circumstances independent of the contracting authority, which are normally considered force majeure.

13.6. Participation costs

Costs related to participating in the contest shall not be compensated to the participant/joint participant.

13.7. Explanations

Contest participants have a right to receive explanations and additional information concerning the procurement documents. All questions must be presented in Estonian or in English (M2) and by way of the public procurements register four (4) days at the latest before the term of submitting the qualification documents or the plan.

The representative presents the explanations and additional information by way of the public procurements registry to persons registered for the contest within three (3) working days from receiving corresponding application.

13.8. Complaints

All complaints (claims) shall be presented and processed according to the provisions of PPA.