

Tallinn-Helsinki Joint Procurement Agreement to Procure Just-in-time Queuing System for Heavy Good Vehicles

1. OBJECTIVES OF JOINT PROCUREMENT PROJECT

The objective of this Agreement is to agree on terms and cooperation practices between City of Helsinki and City of Tallinn, regarding the procurement of FinEst Smart Mobility project's just-in-time queuing system for heavy good vehicles arriving to Helsinki West Harbor and Tallinn Old City Harbor as described in detail in Annex 2. Tender Description.

2. DEFINITIONS

Set out in Annex 2. Tender description.

3. SCOPE OF WORK

The scope of this Agreement is to perform the following activities:

- Choice of procurement procedure;
- Joint development of tender documents;
- Evaluation of incoming tenders;
- Exchange of Information;
- Contract agreement administration (contract agreement is the agreement signed between contracting authorities and the tenderer for the delivery of the service);

4. SHARING OF TASKS

Procuring Participant City of Helsinki will be the Lead Procuring Participant for work under this Arrangement. City of Tallinn will support the Lead Procuring Participant throughout the procurement process.

As Lead Procuring Participant, City of Helsinki will be responsible for:

- Administrating the procurement process (for example contract notice publishing, handling the tenders, drafting first versions of the documents)
- Serving as first point of contact for incoming tenders
- Storing the original material and forwarding this material to bodies responsible for evaluation
- Serving as first point of contact during piloting phase
- Overseeing that both procuring partners are aware of tender and pilot process
- Ensuring that pilot implementation and tender process respects the rules of FinEst Smart Mobility project's partnership agreement (annex 1.)
- Setting up pilot steering group

- Handling payments which City is responsible for and set out in section 8. in timely and orderly fashion
- Concluding procurement decision for City of Helsinki

As Procuring Participant, City of Tallinn will be responsible for:

- Participating in the procurement process
- Sharing information and material regarding tender
- Participating in the steering group work and evaluation of the tenders
- Overseeing that City of Tallinn fulfills its respective roles set out in project's partnership agreement (annex 1).
- Handling payments which City is responsible for and set out in section 8. in timely and orderly fashion
- Serving as a point of contact when needed and requested by Lead Procuring partner
- Concluding procurement decision for the City of Tallinn

5. MANAGEMENT

The cooperative efforts under this Agreement will be managed in tender steering group. Steering group will be set at the latest after signing of the contract agreement with the tenderer.

The steering group will consist of representatives from each Procuring Participant as well as representatives from key stakeholders. Permanent representatives will be identified during tender process. Procuring Participants can appoint other representatives in the steering group according to needs.

Steering group will meet once in three months or as needed. Day to day management issues can be handled via email. Steering group's main duty is to oversee that pilot process is proceeding in the desirable way.

The steering group will be responsible for:

- Overseeing the progress of the pilot process
- Steering the work towards desirable direction
- Overseeing of contract agreement administration and resolving possible issues arising hereof
- Approving deliverables required from the service provider at the end of each phase of the pilot process

6. TIMEFRAME

The Procuring Participants will use their best effort to conduct the procurement within the following timeframe:

- Publication of contract notice 14.9.2017

- Answers for inquiries 6.10.2017
- Deadline for submission of bids 31.10.2017
- Evaluation of the tenders 10.11.2017
- Signing of the procurement decision and notification for the tenderers 14.11.2017
- Contract agreement negotiations and agreement award 1.12.2017

7. CONTRACTUAL ARRANGEMENTS

The Lead Procuring Participant will conduct the procurement procedure on behalf of the Procuring Participants and will be the point of contact for potential contractors. Both procuring participants will conclude their own procurement decisions.

It is each Procuring Participant's responsibility to ensure that its national requirements to contract agreement documents are complied with.

After the conduction of Joint Procurement procedure, the Procuring Participants will have one single joint contract agreement with the service provider. The Procuring Participants will agree on all the substantial provisions of the contract agreement, governing law and venue. The Lead Procuring Participant will administer the contract agreement on behalf of the Participants. The contract agreement will enter force only after each party has signed it.

8. FINANCIAL ARRANGEMENTS

Each Procuring Participant will bear the costs it incurs for performing and administering the activities under this Agreement. The overall sum of the procurement is 162 000 € (inc. VAT) of which 90 000 € is City of Helsinki's and 72 000 € City of Tallinn's share.

Each Procuring Participant will be responsible for payments in specific phases of the project. Payments will be done every 3 months (unless otherwise agreed in the contract agreement) and based on the approval of deliverables in tender steering group. Responsibilities are as follows:

Period 1. (approximately 1.12.2017-1.2.2018) City of Helsinki

Period 2. (approximately 1.2.2018-1.5.2018) City of Tallinn

Period 3. (approximately 1.5.2018-1.7.2018) City of Helsinki

Period 4. (approximately 1.7.2018-1.9.2018) City of Tallinn

Period 5. (approximately 1.9.2018-1.12.2018) City of Helsinki

9. EXCHANGE OF INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

Set out in the project's partnership agreement annex 1.

10. LIABILITY AND CLAIMS

Set out in the project's partnership agreement annex 1.

11. SETTLEMENT OF DISPUTES

Any disputes between the Procuring Participants arising out of or in connection with this Agreement will be resolved through consultation among the tender steering group. If a dispute cannot be resolved within the steering group the disputes will be settled according to project partnership agreement (annex 1.).

12. POINTS OF CONTACT

Each Procuring Participant will appoint a Point of Contact for the performance of this Implementing Agreement. The Point of Contact at the time when this Agreement is signed are:

For City of Helsinki:

Kalle Toivonen

kalle.toivonen@hel.fi

+358 40 334 7261

For City of Tallinn:

Liivar Luts

Liivar.luts@tallinnlv.ee

+372 640 4700

13. AMENDMENT, TERMINATION, ENTRY INTO FORCE AND DURATION

This Agreement can be amended by written approval of all the Procuring Participants.

The Procuring Participants may unanimously decide to terminate this Agreement. The Procuring Participants will unanimously agree on the terms of termination.

In the event that a Procuring Participant finds it necessary to withdraw from this Agreement, this Procuring Participant will immediately consult with other Procuring Participant on the consequences of withdrawal. The withdrawal will come into effect upon 30 days written notice to the other Procuring Participant. The withdrawing Procuring Participant will meet in full its commitments up to the effective date of withdrawal.

The withdrawing Participant will pay all costs that would not otherwise have been incurred but for decision to withdraw, such as contract agreement modification costs. The remaining Procuring Participant in consultation with the withdrawing Procuring Participant will determine the economical arrangement in this respect.

This Agreement will enter into effect upon signature from both Procuring Participant and will remain in effect subject to the continuance of the contract agreement.

14. APPLICABLE LAW AND ORDER OF VALIDITY OF DOCUMENTS

The procurement process shall be governed by the laws of Finland.

The Agreement documents complement each other. Should the agreement documents conflict, they shall be adhered to in the following order of validity, unless otherwise agreed:

1. FinEstSmartMobility partnership agreement (annex 1.)
2. Tender description (annex 2.)
3. Contract agreement
4. This agreement

SIGNATURES

The undersigned, being duly authorized, have signed the present Cooperation Agreement.

City of Helsinki

Marja-Leena Rinkineva

Director of Economic Development

Time and place:

City of Tallinn

Andres Harjo

Head of Tallinn Transport Department

Time and place:
