

## **TENDER DOCUMENTATION**

**Project title:**

Construction and equipping of production facilities of SMEs through investments in increasing competitiveness through construction and equipping of production facilities for cutting tools

**Procurement number:**

2/2020

**Procurement procedure type:**

Procurement procedure with Procurement Notice

**Contract number:**

K.K.03.2.1.15.0064

**Procurement title:**

Procurement of Machines

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## **1. GENERAL INFORMATION**

### **1.1. Client information (NCPPP)**

Name: **Toner d.o.o.** (hereinafter: the Client)  
Address: Belajske Poljice 4i, 47252 Barilović, Republic of Croatia  
OIB: 55957584769  
Phone: +385 47 851-129  
Fax: +385 47 851-065  
URL: <http://www.tonertracnepile.hr/>  
e-mail: [info@tonertracnepile.hr](mailto:info@tonertracnepile.hr)

### **1.2. Contact person**

Contact person: Anita Krajačić Cvrk  
Phone: +385 98 245-251  
Fax: +385 47 851-065  
e-mail: [anita@tonertracnepile.hr](mailto:anita@tonertracnepile.hr)

Any enquiries and requests for clarifications and amendments of tender documentation related to this procurement procedure may be directed to the above listed e-mail address.

Communication and any other exchange of information between the Client and economic operators may be conducted exclusively in Croatian.

Pursuant to Annex D „Regulations on the Implementation of the Procurement Procedures for Non-Compulsory Persons in the Public Procurement Act (hereinafter: „the Regulations“.), provided that the request has been submitted in a timely manner, the clarification will be made available to all economic operators via the website [www.strukturnifondovi.hr](http://www.strukturnifondovi.hr)

### **1.3. Procurement is conducted pursuant to:**

1. The Act on the Establishment of the Institutional Framework for the Implementation of the European Structural and Investment Funds in the Republic of Croatia in the 2014-2020 financial period (OG 92/14)
2. Regulations on the bodies of management and control systems of use of the European Social Fund, the European Regional Development Fund and the Cohesion Fund, all in relation to the objective of „Investment for Growth and Workplaces“ (OG 107/14, 23/15)
3. Regulations on the implementation of procurement procedure for Non-Compulsory Persons in the Public Procurement Act (NCPPP), ANNEX D.

### **1.4. The list of economic operators with which the Client has a conflict of interest is based on the principle of avoiding conflicts of interest as defined in the Procurement Procedures:**

There are no economic operators with which the Client and related persons may not enter into procurement contracts (in the capacity of a tenderer, a member of a consortium of tenderers or subcontractors to the selected tenderer).

### **1.5. Procurement number:**

2/2020

## **1.6. Type of Procurement Procedure:**

Procurement procedure with mandatory publication of the Procurement Notice with the intention of concluding a contract for the procurement of goods.

## **1.7. Estimated value of procurement**

The estimated value of procurement is HRK 3,003,970.92 without VAT (EUR 396,513.04 according to the middle exchange rate of the CNB on the day of publication of the Procurement Notice).

## **1.8. Availability of Tender Documentation**

Tender Documentation, questions of economic operators and answers to the questions, as well as all notifications on changes and amendments of the tender documentation will be made available to economic operators on the website [www.strukturnifondovi.hr](http://www.strukturnifondovi.hr) from the date of publication of the Procurement Notice.

## **1.9. Explanations and amendments to the Tender Documentation**

- a) During the time of submission of tenders, economic operators may request additional information, explanations or changes related to the tender documentation, and the Client shall make the answers available at the same places (media) where the Procurement Notice and Tender Documentation were published without revealing the identity of the economic operator.
- b) Provided that the request has been submitted in a timely manner, the Client is obliged to make the answer available no later than the sixth (6) day before the deadline for the submission of tenders expires.
- c) The request is considered to be submitted in a timely manner to the Client no later than during the eight (8<sup>th</sup>) day before the day on which the deadline for the submission of tenders expires.
- d) If, for any reason, the clarification has not been published no later than the sixth day before the deadline for submission of tenders expires, the Client is obliged to extend the deadline for the submission of tenders. The extension of the deadline will be proportional to the importance of the clarification and will not be shorter than five (5) days.
- e) If the Client, during the deadline for submission of tenders, changes the documentation, they will ensure the availability of these changes to all interested economic operators at the same places (media) where the Procurement Notice and the Tender Documentation were published. The extension of the deadline will be proportional to the importance of the clarification and will not be shorter than five (5) days.

## **2. INFORMATION ABOUT THE SUBJECT OF PROCUREMENT**

### **2.1. Description of the subject of procurement**

The subject of the procurement is the purchase of production machines in accordance with the technical characteristics and other required conditions specified in this Tender Documentation.

The tenderers are obliged to offer to the Client exclusively new and unused equipment.

On 28<sup>th</sup> of September 2020, the Contracting Authority issued a Decision on annulment of the procurement procedure for groups of procurement items 2. Machine for flash butt welding of wide

band saws and 6. Machine for tensioning, straightening and levelling of band saws, in the process of procurement of machines registration number 2/2020, Procurement notice with the intention of concluding a contract for the procurement of goods was published on the website [www.strukturnifondovi.hr](http://www.strukturnifondovi.hr) on 22th of August 2020. The procurement procedure was divided into 7 groups and for groups 1, 3 to 5 and 7 a Decision on selection was made.

This procurement procedure is carried out for groups 2 and 6 within the deadline set by the annulment decision of 28<sup>th</sup> of September 2020.

## 2.2. Technical specifications of the subject of procurement

Technical specifications of the procurement subject can be found in Annex III of the Documentation (forms „Technical characteristics of machines“). In order for the offer to be considered valid, the offered machines must meet all the specified in the „Technical characteristics of machines“ forms.

The offered machines must meet all the required technical characteristics, otherwise the tender will be rejected.

The tenderer is obliged to attach to the tender, a completed form „Technical characteristics of machines“ by entering the offered make and type of machine, and to fill in the column „offered“, i.e. the Column „comment“, if any. The „offered“ column must be filled in by entering the offered technical characteristics of the machines in the space provided (blank line), i.e. by circling answers „YES“ or „NO“, as already required for each item of technical characteristics.

For Group 2, also requested is the training for the Client's employees for operation and use of new machines. It is planned to train 10 employees for each machine.

## 2.3. Description and group labels of the procurement subjects

The subject of procurement is divided into groups with estimated values as follows:

- Group 2 – Wide Band saw blades Flash Butt Welding Machine HRK 629,238.71 (EUR 83,057.18 according to the middle exchange rate of the CNB on the day of publication of the Procurement Notice )
- Group 6 – Tensioning, straightening and levelling machine HRK 108,183.64 (EUR 14,279.84 according to the middle exchange rate of the CNB on the day of publication of the Procurement Notice ).

It is allowed to submit tenders by Groups, and a separate tender is submitted for each group. The tenderer may submit a tender for one, more or for all groups of subjects of procurement.

The tenderer may submit only one tender for each group. The tenderer who submits two or more tenders where they are a tenderer and/or a member of the group of tenderers for the same group, all tenders for that group will be rejected.

## 2.4. Quantity/scope of the subject of procurement:

The quantity of the subject of procurement is defined in the Bill of Quantities (Annex 2) for each group of procurement, and it is stated as follows:

No.	Description	Quantity
<b>GROUP 2 – Wide Band saw blades Flash Butt Welding Machine</b>		
1.	Wide Band saw blades Flash Butt Welding Machine	1
2.	Machine operation training	
<b>GROUP 6 – Tensioning, straightening and levelling machine</b>		
1.	Tensioning, straightening and levelling machine	1

The quantities of the subject of procurement listed in the Bill of Quantities is the exact quantity.

## **2.5. Bill of Quantities – method of determining the tender price**

Bill of Quantities for each group of the subject of procurement is an integral part of the documentation and is in Annex II. – Bill of Quantities of the Documentation. The Bill of Quantities form is in Word format and must be completed as follows:

- a) Unit price per item and total price are listed without VAT and in their absolute amount.
- b) Unit price per item must be listed with already included discounts (if the Tenderer possibly wants to offer a discount).
- c) The offer is in EUR. Expressing tenders in a different currency is not allowed.
- d) After filling in the Bill of Quantities form, the Tenderer is obliged to check the mathematical correctness of the calculation of the total offered price.
- e) After printing the Bill of Quantities, the Tenderer must certify it with their signature and stamp.

The Client will compare the total price of tender without VAT in the process of reviewing and evaluation of tenders.

## **2.6. Location of Delivery**

Belajske Poljice 4i, 47252 Barilović, Republic of Croatia

## **2.7. Delivery time and contractual penalty**

The selected tenderer undertakes to deliver the subject of procurement no later than 01/04/2021.

If the selected tenderer, due to their own fault, does not deliver the machines within the agreed deadline, the Client is entitled to claim a contractual penalty from the Tenderer in the amount of 0.5% of the total value of the contracted amount (with VAT) for that machine, for each day of delay, however, the total amount of agreed penalty may not exceed 5% of the total agreed value.

If the contractual penalty reaches the maximum amount of the contractual penalty, the Client is entitled to terminate the contract without any harmful consequences and to charge performance bond, or at their discretion, set a new delivery deadline. In the event of another delay in the delivery of the machines, the provisions of the contractual penalty, termination of the contract and the collection of the warranty will apply.

The selected tenderer is obliged to pay the contractual penalty within 15 days of receiving the written request from the Client.

In case of non-delivery of the machines within ten days from the expiration of the delivery deadline (when the amount of the contractual penalty reaches 5% of the contracted value), the Client may request payment of the contractual penalty within the next 15 days, that is, within 25 days from the machine delivery deadline.

In case of delivery of the machines within ten days from the deadline for the delivery of the machines, the Client, in accordance with Article 353 paragraph 5 of the Civil Obligations Act, must immediately notify the selected tenderer that they will retain their right to contractual penalty, otherwise they will lose their right to collect the aforesaid.

## **3. CONDITIONS AND EVIDENCE OF THE TENDERER'S QUALIFICATION**

Economic operators must meet legal and business capacity.

### **3.1. Legal and business capacity**

The economic operator must prove their entry in the court, trade, professional or other appropriate register in the country of their origin.

In case of a consortium of tenderers, all members of the consortium of tenderers are required to individually prove the existence of the said capacity.

As evidence that the economic operator meets the requirements of legal and business capacity the tenderer shall prove by a signed declaration of the person authorized to represent the economic operator, which is submitted with the tender. The proposal for the said declaration is in Annex IV of this Tender Documentation.

The Client may, at any time during the procurement procedure, request from the most favorable tenderer, and prior to making the decision on the selection, to submit an excerpt from the court register, professional or other appropriate register in the country of residence, not older than six months, counting from the day of the beginning of the procurement procedure. In case of a consortium of tenderers, the Client may request from all members of the consortium to individually prove their legal and business capacity.

If the requested document is not submitted within the set deadline, the Client shall consider that the tenderer has withdrawn their tender and will re-rank the tenders without taking into account the tender of the selected tenderer and based on the selection criteria make a new selection decision and if there are reasons to do so, cancel the procurement procedure.

## **4. INFORMATION ABOUT THE TENDER**

### **4.1. Contents of the Tender**

When making a tender, the Tenderer must comply with the requirements and conditions of this tender documentation and all its annexes and may not, in any way, change supplement the text of the documentation.

The tender must contain at least:

1. content of the tender<sup>1</sup>;
2. completed, signed and stamped Tender Sheet (Annex I of the Documentation) ;
3. completed Bill of Quantities (Annex II of the Documentation);
4. completed forms „Technical characteristics of machines“ (Annex III of the Documentation).
5. Declaration on the fulfillment of legal and business capacity requirements (in accordance with item 3.1.)
6. a copy of the tender on a storage media (e.g CD or DVD)
7. signed and verified contract proposal (Annex V of the Documentation).

### **4.2. Method of Tender preparation**

When preparing the tender, the tenderer must comply with the requirements and conditions of the Tender Documentation and may not change and supplement the text of the Tender Documentation.

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<sup>1</sup>If the tender consists of several parts, all parts are listed in the content of the tender, whether they are submitted in an electronic form (na CD-u/DVD-u) or in a paper form.

All costs of the preparation of the tender are born by the tenderers. Tenderers are not entitled to any reimbursement of the costs for the preparation of the tender.

The tender must be in a paper form. The tender is written in indelible ink. Any corrections in the tender must be made in such a way that they are visible and must be verified by the tenderer's signature stating the date of the correction.

The tender is made in a way that it is a complete unit. If, due to the scope or some other objective circumstances, the tender cannot be made to form a complete unit, then it is made in two or more parts, and the tenderer must state in the content how many parts the tender consists of.

The tender is bound in such a way that any subsequent removal or insertions are prevented, by the string, with a stamp on the back. The tender pages are marked with ordinal number of the page through the total number of pages or vice versa (1/xx or xx/1).

The tender, together with the accompanying documentation is made in Croatian or English and in Latin script.

With the tender in a paper form, the tenderer is obliged to submit a copy of the tender on a data storage media (e.g. CD or DVD) in such a way that the media is bound together with the tender by inserting it into a plastic pouch which will have its own page number.

If it is a consortium of tenderers, the information (name and the seat of the tenderer, address, OIB (or national identification number in the country of residence, if applicable), account number, indication if the tenderers is registered for VAT, postal address, contact person of the Tenderer, phone number, fax number) in the Tender sheet must be listed for each member of the consortium of members. The joint tender must state which part of the contract (item, quantity, value and percentage) will be executed by individual members of the consortium of tenderers. The same is applied to the tender involving subcontracting.

The tender, in a sealed envelope, is delivered to the address of the Client.

#### **4.3. Language and Script of the Tender**

The tender is prepared in Croatian or English and in Latin script. All other documentation enclosed with the offer must also be in Croatian or English. Exceptionally, a part of the accompanying documentation may be in another language, but in such case, a translation into Croatian or English must be enclosed.

#### **4.4. Method of Tender Delivery**

The tender, in a sealed envelope is delivered directly or by registered mail to the postal address of the Client – Toner d.o.o. Belajske Poljice 4i, 47250 Duga Resa, on which the following must be stated:

- on the front of the envelope:

**TONER D.O.O.**  
**Belajske Poljice 4i, Belajske Poljice**  
**Poslovni park Karlovac**  
**47250 Duga Resa**



**PROCUREMENT OF MACHINES**  
**Procurement number 2/2020**

Group number: \_\_\_\_ - \_\_\_\_\_  
(group name)

**»DO NOT OPEN«**

- on the back or upper left corner of the envelope:

**Name and address of the tenderer / consortium of tenderers**

The tenderer independently determines the method of tender delivery and bears the risk of a possible loss or untimely tender delivery. If the envelope is not labeled in accordance with the requirements of this Tender Documentation, the Client does not assume any responsibility in case of loss or early opening of the tender.

**4.5. Amendments or supplement to the tender and withdrawal of the tender**

The tenderer may submit an amendment and/or supplement to the tender, prior to the deadline for submission of tenders. It is submitted in the same manner as the basic tender with the obligatory indication that is an amendment and/or supplement to the tender. In this case, the tenders are opened in the reverse order of receipt, the time of receipt is considered to be the delivery of the latest version of the amendment and/or supplement.

The tenderer may withdraw the submitted tender by a written statement until the deadline for the submission of tenders. A written statement is delivered in the same way as the tender with the mandatory indication that it is a withdrawal of the tender. In that case, the unopened tender will be returned to the tenderer. After the submission deadline, the offer may not be changed.

**4.6. Tender validity period**

The tender validity must be at least 90 days from the deadline for the submission of tenders. Tenders with a shorter validity period will be rejected.

If necessary, the Client may request from the tenderer an appropriate extension of the tender validity period.

**4.7. Alternative tenders**

Alternative tenders are not allowed.

**4.8. Tender price and currency**

The tender price is expressed in EUR. The tender price is unchanged during the term of the procurement contract. The tenderers are obliged to submit their tenders with the price in HRK or EUR and they have to state the currency of the tender. The Client shall compare the tenders in such a manner to convert tenders with prices in EUR into HRK.

Conversion into HRK will be done per InforEur exchange rate in the month when the procurement procedure started (October). InfoEuro exchange rate is available on the following website:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)

The price of the tender without value added tax must include all costs (including costs of customs, transport, delivery, unloading, installation, warranty, training for the required groups, all required equipment etc.) and discounts - franco warehouse of the Client.

Tenderers are obliged to offer, i.e. enter unit prices and total prices (rounded to two decimal places) for each item of the bill of quantities, in the manner specified in the bill of quantities, and the price of the tender without VAT, VAT amount and the tender price with VAT.

If the tenderer is not registered for VAT, or the subject of procurement is exempt from VAT, in the Tender sheet, the place provided for entering the price of the tender with VAT, enter the same amount as entered in the field provided for entering the tender price without VAT.

## **5. DATE, TIME AND PLACE OF TENDER SUBMISSION**

The deadline for the submission of tenders is **15/11/2020 by 11:00** Central European Time. Tenders will be considered to have been submitted in a timely manner if they are received by the Client by the specified deadline.

Tenders must be packed and labeled in accordance with the requirements referred to in item 4.4. If the tender is not packed or labeled in accordance with the requirements referred to in item 4.4., the Client does not assume any responsibility in case of a loss or the early opening of the tender.

When the Tenderer delivers the tenders personally, the Client shall issue a confirmation of receipt of the tender.

Each timely submitted tender, amendment and/or supplement of the tender shall be entered in the Register of tenders and shall be assigned a number in order of receipt. The register is an integral part of the Minutes on the Public Opening of Tenders.

The tender submitted after the deadline for submission of tenders is not entered in the register of receipt, but is recorded as late, marked as late and returned to the sender without delay.

## **6. TENDER SELECTION CRITERIA**

The tender selection criteria will be the lowest price.

## **7. OPENING OF TENDERS**

Public opening of tenders will take place on **15/11/2020 at 11:00** Central European Time, at the address **Toner d.o.o., Poslovni park Karlovac, Belajske Poljice 4i, 47252 Barilović, Republic of Croatia**, at the same time as the deadline of submission of tenders.

Opening of tenders is public and may be attended by the representatives of the Tenderers and other persons, however the right of active participation in the public opening of tenders is reserved only for authorised representatives of the Client and the authorised representatives for the Tenderers. Authorized representatives of the Tenderers, prior to the start of the opening, must give to the Client their authorization to participate in the public opening of tenders, signed by the responsible person of the tenderer. If the person present at the public opening of tenders is also the authorized person of the Tenderers registered in the court or trade register, then the same person can give the Client the Decision on registration or a trade certificate, instead of the authorization.

Opening of tenders will be carried out by the members of the Procurement Committee appointed by the Client.

Tenders are opened according to their number in the Register of receipt of tenders. If an amendment and/or supplement to the tender has been submitted, first that amendment and/or supplement to the tender will be opened and then the basic tender.

During the public opening of tenders for each opened tender, the following will be stated aloud:

- a. Name and seat of the tenderer, and in the case of a consortium of tenderers, the name and seat of each member of the consortium of tenderers.
- b. The fact if the tender has been delivered on time and if it has been properly packed.
- c. If the Tender Sheet has been signed and stamped.
- d. The price of the tender from the Tender sheet without value added tax and the price of the tender with the value added tax.

After ascertaining the stated facts, the Client will provide the authorized representatives of the tenderers an insight into the Tender Sheet.

On the public opening of tenders, the Minutes on the public opening tenders will be drawn up and will be immediately delivered to the authorized representatives of the tenderers present at the public opening for inspection, verification of content and signature and it will be delivered to other tenderers in the procedure at their written request.

Authorized representatives of the Tenderers present at the public opening of tenders may provide comments on the procedure of the public opening of tenders, and the Client shall draw up a note in the Minutes on the public opening of tenders.

## **8. REVIEW AND EVALUATION OF TENDERS**

### **8.1. Procurement Committee**

After the deadline for submission of tenders, the content of the submitted tenders is checked, compared with technical specifications and/or job description, and/or relevant technical details of the subject of procurement and it is determined if all the prescribed tender conditions are met (in terms of deadlines, required documentation, tender selection criteria).

### **8.2. Activities during review and evaluation of tenders**

During the review and evaluation of tenders, the Procurement Committee carries out the following activities:

- checks the compliance of the tender with the formal requirements;
- assesses the fulfilment of qualification conditions;
- assesses technical compliance of the tender;
- evaluates the tenders on selection criteria.

### **8.3. Clarification and completion**

In the process of review and evaluation of tenders, the Client may invite the tenderers to provide, within a reasonable period which may not be less than five nor more than 15 calendar days, clarification or completion in relation to the documents required in relation to the exclusion and eligibility conditions standards, remove errors, deficiencies or ambiguities that can be removed, whereby clarification or completion in relation to the said documents is not considered a change in the tender (if these conditions are set out in the tender documentation).

In the process of review and evaluation of tenders, the Client may invite tenderers to clarify certain elements of the tender relating to the offered subject of procurement, within a period which may not be less than five or more than 10 calendar days. The clarification may not result in a change of the tender.

## **9. DECISION ON SELECTION OR CANCELLATION**

After review and evaluation of tenders, valid tenders will be ranked according to the tender selection criteria.

If two or more valid tenders are equally ranked according to the tender selection criteria, the Client will select the tender received earlier in accordance with the Register of Tenders.

### **9.1. Rejection of a tender:**

Based on the results of review and evaluation, the client (NCPPP) is obliged to reject:

- a tender which is not complete,
- a tender which is contrary to the provisions of the tender documentation,
- a tender in which the price is not expressed in absolute amount,
- a tender containing errors, deficiencies or ambiguities, if errors, deficiencies or ambiguities cannot be remedied,
- a tender in which clarification or completion in accordance with these rules does not remove errors, deficiency or ambiguity,
- a tender that does not meet the requirements related to the properties of the subject of procurement, and thus does not meet the requirements of the tender documentation,
- a tender for which the tenderer did not accept the correction of the calculation error in writing.
- if all required warranties have not been provided.

### **9.2. Decision on the Selection**

Based on the results of review and evaluation of tenders, and based on the tender selection criteria, the Client shall make a Decision on the selection of the most favourable tender.

The decision on the selection of the most favourable tender will at least contain the name and address of the selected tenderer, total value of the selected tender, with and without VAT, the date of the decision and the signature of the responsible person.

The planned deadline for the making of the Decision on the Selection is thirty (30) days from the deadline for submission of tenders. The tenderers will be notified in writing about the potential extension of the deadline for making the Decision on the Selection in a way that enables proof of receipt of the notification (delivery docket, copy of report on successful delivery by fax, printout of report on the read e-mail, etc.).

### **9.3. Cancellation of the procedure**

9.3.1. The Client shall cancel the procurement procedure if after the deadline for the submission of tenders:

- no tenders have been received;
- has not received a set number of valid tenders / not a single valid<sup>2</sup> tender;
- after rejection of the tenders, no valid tender remains.

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<sup>2</sup> A valid tender is the one that meets the conditions of the tender documentation and is timely..

9.3.2. In case of the cancellation of the procurement procedure, the Client shall issue a Decision on the cancellation stating the subject of the procurement for which the cancellation decision is made, the reasons for cancellation, the deadline for initiating a procedure for a new or similar subject of procurement, if applicable, and date of the decision and the signature of the responsible person. It should be delivered without any delay, to the economic operators who have submitted tenders

#### **9.4. Notification of Tenderers**

The Client shall notify in writing all entities who have submitted tenders of the selected tenderer, enclosing a copy of the **Decision on the Selection**, and will send them a reasoned written notice on the rejection of their tender.

### **10. OTHER PROVISIONS**

#### **10.1. Subcontractors**

Tenderers are allowed to subcontract part of this Contract.

A subcontractor is an economic operator fulfilling an obligation for a selected tenderer, that is, part of obligations that are the subject of the Contract.

If the tenderer intends to subcontract part of the procurement contract to one or more subcontractors, they are obliged to state the following information in their tender:

- name or company, the seat, OIB, (or national identification number according to the country of establishment of the economic operator, if applicable), IBAN/account number of the subcontractor
- item, quantity, value of the subcontract and the percentage of the procurement contract that is subcontracted.

If the tenderer does not submit information on the subcontractor, it will be considered that the tenderer will execute the entire procurement contract independently.

If the selected tenderer has subcontracted part of the public procurement contract, the submitted information on the subcontractor will be mandatorily stated in the procurement contract.

The selected tenderer must enclose to their invoice, depending on the situation, the invoices of their subcontractors which they previously confirmed.

The selected tenderer may, during the execution of the contract, request from the Client approval for the following:

- a) a change of a subcontractor for the part of the contract previously subcontracted,
- b) undertaking the execution of the part of the contract previously subcontracted,
- c) introduction of one or more new subcontractors regardless of whether they previously contracted a part of the contract or not.

If the selected tenderer requests from the Client a change of a subcontractor or introduction of one or more new subcontractors, they must deliver to the Client the information (name or company, the seat, OIB, (or national identification number according to the seat of the economic operator, if applicable) and the account number of the subcontractor, the item, quantity, value of the subcontract and the percentage of the contract to be subcontracted) for the new subcontractor.

The participation of subcontractors does not affect the liability of the selected tenderer for the execution of the contract.

#### **10.2 Consortium of Tenderers:**

Several economic operators may join and submit a joint tender, regardless of the regulation of their mutual relationship.

The tender of the consortium of tenderers must contain information on each member of the consortium of tenderers, as specified in the tender sheet, with a mandatory indication of the member of the consortium of tenderers number one who will be called „the Tenderer“ and will be authorized for communication with the Client.

The joint tender must state which part of the public procurement contract (item, quantity, value and percentage) will be executed by each member of the consortium of tenderers. The consortium of tenderers is obliged to offer all items of the bill of quantities for the group they are submitting a tender. The Client shall pay directly to each member of the consortium of tenderers for the part of the contract they executed, unless the consortium of tenderers decides otherwise.

Every member of the consortium of tenderers is obliged to submit the evidence of registration in the court, trade, professional or other appropriate register (item 3.1 of the Documentation) together with the joint tender.

The liability of the tenderers from the consortium of tenderers is solidary.

A tenderer who has submitted a tender independently may not participate in a joint tender for the same group at the same time.

### **10.3. Payment deadline, method and conditions**

By concluding the procurement contract, the Contracting Authority will ensure the payment of 30% of the interest-free advance of the contracted price to the selected tenderer, within 15 days after the signing of the procurement contract.

The rest of the agreed price will be paid by the Client on the basis of the invoice issued by the Tenderer by remittance to the business account of the Tenderer within 30 days from the date of receipt of the invoice.

The Tenderer may not request funds to secure payment, nor may it charge any additional costs other than those already provided for in the bill of quantities of the Documentation.

### **10.4. Warranties**

#### **10.4.1. Performance Bond**

The selected tenderer is obliged to submit to the Client, within 10 days from the day of signing the procurement contract a Performance Bond in the form of a blank promissory note or debenture, which must be certified by a notary public and completed in accordance with the Regulations on the form and content of a blank promissory note (Official Gazette, issue 115/12 and 82/17) and the Regulations on the form and content of debenture (Official Gazette, issue 115/12 and 82/17), in the amount of 10% (ten per cent) of the value of the contract with the corresponding VAT (tender price with VAT=, with a validity period of 45 (forty-five) days after the fulfilment of all contractual obligations. Performance bond shall be charged in case of breach of contractual obligations by the selected tenderer.

Instead of submitting a promissory note or blank promissory note, the tenderer may submit an unconditional, irrevocable, independent and valid bank guarantee.

Performance bond will be charged in case of breach of contractual obligations by the selected tenderer.

If the performance bond is not charged, the Client will return it to the selected tenderer after the expiration of the contract.

## **11.5. The Contract**

After the selection of the most favourable tender, the Client concludes a Contract with the selected tenderer.

The Contracting Parties shall execute contractual obligations in accordance with the conditions set in the procurement procedure and the selected tender. The amendments of the Contract, during its execution, which represent the intent of the Contracting Parties to negotiate the basic elements of the concluded Contract due to which the originally concluded Contract would considerably be different in its elements or would be contrary to the general principles of the procurement procedure, are not allowed without conducting a new procurement procedure.

The contract proposal is in the Annex 5 of the Tender Documentation, and the Tenderer is obliged to sign it by an authorized person, stamp it and enclose it as an integral part of the tender.

### **11.5.1. Other terms of the Contract**

When handing over the machines, the Tenderer is also obliged to hand over the:

- complete technical documentation
- Instruction manual in Croatian and English.
- Declaration of warranty (warranty booklet)

The warranty period for the goods that are the subject of procurement is a minimum of 24 months, and it begins to run from the day of commissioning of the machines, that is, from the day of the elimination of potential defects.

## **12. LIST OF SUPPLEMENTS AND ANNEXES**

### **Supplements**

- SUPPLEMENT 1 – Procurement procedure for non-compulsory persons in the Public Procurement Act

### **Annexes**

- Annex 1 – TENDER SHEET
- Annex 2 – BILL OF QUANTITIES OF THE DOCUMENTATION (on a separate sheet in Word)
- Annex 3 – TECHNICAL CHARACTERISTICS OF MACHINES
- Annex 4 – DECLARATION ON THE FULFILLMENT OF CONDITIONS OF LEGAL AND BUSINESS CAPACITY
- Annex 5 – CONTRACT PROPOSAL

## TENDER SHEET

Tender reference: \_\_\_\_\_

Tender date: \_\_\_\_\_

**Client:** Toner d.o.o., Belajske Poljice 4i, 47255 Barilović, Republic of Croatia,  
VAT ID: HR55957584769

**Subject of procurement:** procurement of machines,

Group number: \_\_\_\_ - \_\_\_\_\_  
(group name)

Consortium of tenderers (circle)		YES <sup>3</sup> NO	
Name and position of the Tenderer / joint tender leader <sup>4</sup>			
OIB <sup>5</sup>		IBAN	
Address			
Phone		Fax	
E-mail			
Participation of subcontractors (circle)		YES <sup>6</sup> NO	
Economic operator is registered for VAT (circle)		YES <sup>7</sup> NO	
Full name and position of the person(s) authorized for signing the contract			
Full name and position of the Contact person			

**Tender price:**

Tender price without VAT	
Value added tax <sup>8</sup>	
Tender price with VAT	

**The validity of the tender: 90 days from the tender submission deadline**

ON BEHALF OF THE TENDERER:

STAMP \_\_\_\_\_  
(Full name, position and signature of authorized person)

<sup>3</sup> In case of a joint tender, fill in the Supplement I to the Tender Sheet.

<sup>4</sup> Strike out what is not applicable.

<sup>5</sup> Or a national identification number according to the country of residence of the economic operator, if applicable.

<sup>6</sup> In case of participation of subcontractors, fill in the Supplement II to the Tender Sheet.

<sup>7</sup> In case of participation of subcontractors, fill in the Supplement II to the Tender Sheet.

<sup>8</sup> If the tenderer is not registered for VAT, or the subject of procurement is exempt from VAT, leave the field blank.



**Supplement I to the Tender Sheet<sup>9</sup>**  
**INFORMATION ON THE MEMBERS OF THE CONSORTIUM OF TENDERERS**  
(to be attached only in the case of a joint tender)

Name and seat of the member of the consortium			
OIB <sup>10</sup>		IBAN	
Address			
Phone		Fax	
E-mail			
Economic operator is registered for VAT (circle)		YES	NO
Full name and function of the person authorized for the signing of the framework agreement			
Full name and position of the Contact person			
<b>Part of the procurement contract to be executed by a member of the consortium of tenderers</b>			
Item (item name of the bill of quantities)	Item number of the bill of quantities	Quantity	Total item price without VAT
TOTAL VALUE OF THE CONTRACT TO BE EXECUTED BY A MEMBER OF THE CONSORTIUM (EXCL. VAT)			
PERCENTAGE OF THE CONTRACT TO BE EXECUTED BY A MEMBER OF THE CONSORTIUM (in %)			

We hereby declare that we authorize the economic operator \_\_\_\_\_ to represent us, in the capacity of the Tenderer, in the procurement procedure in question, to sign all the necessary documentation, and by signing this document we confirm the joint and several liability of the Tenderer and each member of the consortium of Tenderers towards the Client.

ON BEHALF OF THE MEMBER OF THE  
CONSORTIUM OF TENDERERS:

\_\_\_\_\_  
(Full name and function of the authorized person)

STAMP \_\_\_\_\_  
(signature of the authorized person)

<sup>9</sup> Multiple forms can be attached to the tender, depending on the number of members of the consortium of tenderers.

<sup>10</sup> Or a national identification number according to the country of residence of the economic operator, if applicable.

## Supplement II to the Tender Sheet<sup>11</sup>

### INFORMATION ON SUBCONTRACTORS

(to be attached only if part of the framework agreement is subcontracted)

Name/company and seat of the subcontractor			
Short company name			
OIB <sup>12</sup>		IBAN	
Address			
Phone		Fax	
E-mail			
Full name and position of the Contact person			
Part of the contract to be executed by the subcontractor (subject, quantity, value of the subcontract and percentage of the procurement contract to be subcontracted)			

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<sup>11</sup> Multiple forms can be attached to the tender, depending on the number of members of the consortium of tenderers.

<sup>12</sup> Or a national identification number according to the country of residence of the economic operator, if applicable.

**ANNEX IV**  
**DECLARATION ON FULFILLMENT OF LEGAL AND BUSINESS CAPACITY**

In order to prove the legal and business capacity referred to in item 3.1. of the Tender Documentation, I hereby

**DECLARE**

I \_\_\_\_\_ of \_\_\_\_\_  
(first name and surname) (address of residence)

OIB (or national identification number): \_\_\_\_\_,  
personal identification card number \_\_\_\_\_ issued by

\_\_\_\_\_

as a person authorized by law to represent the economic operator

\_\_\_\_\_  
(name and position of the economic operator, OIB or national identification number)

**Legal and business capacity:**

1. that: the tenderer/member of consortium/subcontractor is registered in the court, trade, professional or other appropriate register in the country of the seat

In \_\_\_\_\_, \_\_\_\_\_ 2020

STAMP

\_\_\_\_\_  
Signature

## ANNEX V

**Toner d.o.o., Belajske Poljice 4i, 47252 Barilović, Republic of Croatia**, OIB: 55957584769, represented by the director Anita Krajačić Cvrk (hereinafter: the Client)

I

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Information on the tenderer/consortium of tenderers (Company name, seat, OIB, full name of the person authorized for representation). (hereinafter: the Selected Tenderer).

concluded the following

### CONTRACT PROPOSAL on the procurement of machines

#### GENERAL PROVISIONS

##### Article 1

1) By the decision on the selection dated \_\_\_\_\_, made in the procurement procedure for the purchase of machines, procurement number 2/2020, within the Project „Construction and equipping the production capacities of SMEs through investments in Increasing competitiveness through construction and equipping of production capacities for cutting tools”, selected was the tender of the Selected tenderer, number \_\_\_\_\_ dated \_\_\_\_\_. Pursuant to the Decision on Selection in question, this Contract on Procurement of the Machines is concluded (hereinafter: the Contract).

2) The following are an integral part of this Contract:

Annex I – Tender Sheet

Annex II – Bill of Quantities from the tender of the Selected Tenderer number \_\_\_\_\_ dated \_\_\_\_\_.

Annex III – Technical characteristics of the machines from the tender of the Selected Tenderer number \_\_\_\_\_ dated \_\_\_\_\_.

#### SUBJECT OF THE CONTRACT

##### Article 2

1) The subject of this Contract is the purchase of the machines, as follows:

- (Information on the machines will be entered depending on the offered group of the subject of procurement)

2) The selected tenderer undertakes to deliver new and unused machines according to the technical description in the tender specified in Article 1 of this Contract.

3) The Selected Tenderer undertakes to organize and conduct appropriate training for the delivered machines (for groups 1 to 4).

## PAYMENT PRICE AND DEADLINE

### Article 3

1) The price of the machines referred to in Article 2 is fixed and without VAT and is HRK/EUR \_\_\_\_\_.

2) The agreed price referred to in paragraph 1 of this Article includes all costs (costs of transport, delivery, unloading, installation, warranty, all requested equipment, training, etc.) and discounts – franco warehouse of the Client.

### Article 4

1) The selected Tenderer will issue an invoice for the delivered machines, which will be addressed on the name of the Client.

2) By concluding the procurement contract, the Client shall ensure the payment of 30% of the interest-free advance payment of the agreed price to the selected Tenderer, within 15 days after the signing of the procurement contract.

3) The rest of the price will be paid by the Client on the basis of the invoice issued by the Tenderer by remittance to the business account of the Tenderer within 30 days from the date of receipt of the invoice.

## DELIVERY TERMS

### Article 5

1) The Selected Tenderer undertakes to deliver the subject of procurement no later than 01/04/2021.

2) The Selected Tenderer shall deliver the machines to the location of the Client.

3) The Selected Tenderer undertakes to submit to the Client, upon the delivery: complete technical documentation and instruction manual.

### Article 6

1) The Contracting Parties are not liable for non-fulfilment of obligations under this Contract arising due to force majeure.

2) A Contracting Party, hindered by force majeure in the execution of contractual obligations, shall notify the other Contracting Party within 48 hours from the onset of such interference, indicating the cause of force majeure.

## BREACH OF CONTRACTUAL OBLIGATIONS

### Article 7

1) If the Selected Tenderer, due to their own fault, does not deliver the machines within the agreed deadline, the Client is entitled to claim a contractual penalty from the tenderer in the amount of 0.5% of the total value of the contracted amount (with VAT) for that machine, for each day of delay, and the total amount of the contractual penalty may not exceed 5% of the agreed value

2) If the contractual penalty reaches the maximum amount, the Client is entitled to termination of the contract with no harmful consequences and charge collect the Performance Bond, or, at their discretion, set a new delivery deadline. In the event of another delay in the delivery of the machines, the provisions of the contractual penalty, termination of the contract and collection of Performance Bond shall apply to the newly determined delivery deadline.

3) The Selected Tenderer is obliged to pay the contractual penalty within 15 days of receiving the written request from the Client.

4) In the event of non-delivery of machines within ten days from the expiration of the delivery deadline (when the amount reaches 5% of the contracted value), the Client may request payment of contractual penalty within the next 15 days, that is within 25 days from the expiration of the deadline for machine delivery.

5) In case of delivery of machines within ten days from the expiration of the deadline for delivery of machines, the Client, in accordance with Article 353, paragraph 5 of the Civil Obligations Act, must immediately notify the Selected Tenderer that they will retain their right to contractual penalty, otherwise will lose the right to collect it..

## PERFORMANCE BOND

### Article 8

- 1) The selected tenderer is obliged to submit to the Client, within 10 days from the day of signing the procurement contract a Performance Bond in the form of a blank promissory note or debenture, which must be certified by a notary public and completed in accordance with the Regulations on the form and content of a blank promissory note (Official Gazette, issue 115/12 and 82/17) and the Regulations on the form and content of debenture (Official Gazette, issue 115/12 and 82/17), in the amount of 10% (ten per cent) of the value of the contract with the corresponding VAT (tender price with VAT), with a validity period of 45 (forty-five) days after the fulfilment of all contractual obligations. Performance bond shall be charged in case of breach of contractual obligations by the selected tenderer.
- 2) Instead of submitting a promissory note or blank promissory note, the tenderer may submit an unconditional, irrevocable, independent and valid bank guarantee
- 3) Performance Bond shall be activated in cases specified in Article 7 of this Contract, as well as in case of other breaches of contractual obligations by the Client.
- 4) If Performance Bond is not collected, the Client will return it to the Selected tenderer after the expiration of the contract.

## SUBCONTRACTORS

### Article 9

- 1) Information on the subcontractor and the part of the Procurement Contract the Selected Tenderer subcontracts will be integral to this Procurement Contract in accordance with item 11.1. of the Tender Documentation.
- 2) The participation of subcontractors does not affect the responsibility of the Selected Tenderer for the execution of this Procurement Contract.

## FINAL PROVISIONS

#### Article 10

1) The provisions of the Tender Documentation as well as the provisions of the tender of the selected Tenderer dated \_\_\_\_\_ shall apply to all issues that are not regulated by the provisions of this Contract.

2) In case that the disputed issues are not regulated in any of the documents listed in paragraph 1 of this Article, the provisions of the Civil Obligations Act shall apply.

#### Article 11

Any amendments and changes to this Contract shall be valid only if drawn up in writing and signed by both Contracting Parties.

#### Article 12

In the event of a dispute arising from this Contract, the Contracting Parties shall endeavour to resolve it amicably, otherwise through the competent court in Karlovac.

#### Article 13

This Contract shall enter into force on the date of its signing by the Contracting Parties.

#### Article 14

This Contract is made in 5 (five) identical copies, of which 3 copies are kept by the Client and 2 (two) copies by the Selected Tenderer.

In \_\_\_\_\_, \_\_\_\_\_.

In Barilović, \_\_\_\_\_

**ON BEHALF OF THE SELECTED TENDERER:**

**ON BEHALF OF THE CLIENT:**

\_\_\_\_\_

Toner d.o.o.

Director

Director