

SOLVIS d.o.o.
Ulica Vesne Parun 15
HR-42000 Varaždin
Hrvatska-Croatia
T +385 42 262 250
F +385 42 241 100
info@solvis.hr
www.solvis.hr

INVITATION TO TENDER PROCUREMENT DOCUMENTATION

Tender for delivery of Ribbon cutting and bending machine

Procurement No: S-05

Varaždin, December 17th 2020

CONTENT

1. GENERAL INFORMATION	3
1.1. Customer details.....	3
1.2. Contact person for communication with Bidders	3
1.3. List of economic entities with whom the Customer is considered to be in a conflict of interest3	
1.4. Type of procurement procedure and Contract	4
1.5. Additional information and modification of tender documentation	4
2. SUBJECT OF PROCUREMENT	5
2.1. Description and quantity of the procurement subject.....	5
2.2. Technical specifications	5
2.3. Delivery deadline.....	5
3. EXCLUSION CRITERIA	5
3.1. Exclusion criteria	5
3.2. Customer reserves the right, in every moment until deciding, to request the submission of the following documentation:.....	6
4. SELECTION CRITERIA.....	6
4.1. Legal and business capacity.....	6
5. TENDER.....	7
5.1. Content and submission of tender	7
5.2. Submission of tenders	7
5.3. Alternative tender (variant)	7
5.4. Alteration or withdrawal of tenders.....	7
5.5. Determining tender prices	7
5.6. Tender validity period	8
6. AWARD CRITERIA.....	8
7. OTHER REGULATION.....	8
7.1. Guarantees	8
7.2. Examination and evaluation of tenders	8
7.3. Deadline for the adoption of the award decision	9
7.4. Payment terms	9
7.5. Provision concerning groups of Bidders (consortia)	9
7.6. Provisions on subcontracting	9
8. CONCLUSION OF THE CONTRACT	10
8.1. Essential conditions for the execution of the contract	10
9. PRESENTATIONS	11

1. GENERAL INFORMATION

1.1. Customer details

Company: SOLVIS d.o.o.
Address: Ulica Vesne Parun 15, 42000 Varaždin, Croatia
OIB: 80258164780
Phone: +385 42 262 250
Fax: +385 42 241 100
Internet address: www.solvis.hr
E-mail: eunabava@solvis.hr

1.2. Contact person for communication with Bidders

Name of contact person: Marina Talan
Phone: +385 42 262 250
Email: eunabava@solvis.hr

Communication and any other information exchange between Customer and Bidder will be done only via e-mail. All questions and requests for explanations can be sent via e-mail at: eunabava@solvis.hr.

Customer is obliged to respond on request for additional information and give further explanations only when they have been sent via e-mail at address specified above. For equal treatment of all Bidders answers on requests will be published on www.struktturnifondovi.hr without disclosing the identity of Bidder.

1.3. List of economic entities with whom the Customer is considered to be in a conflict of interest

List of economic entities with whom the Customer is considered to be in a conflict of interest:

1. LICTOR d.o.o., OIB: 81720085879
2. FARMEX d.o.o., OIB: 2393532559
3. PROXIMUM d.o.o., OIB: 89457968641
4. Ljekarna TALAN, OIB: 22020665555
5. INCLUDE d.o.o., OIB: 87239495136
6. LICTOR PLUS d.o.o., OIB: 42140716139
7. M VIZIJA d.o.o., OIB: 55933357524
8. PEHARDA IZGRADNJA d.o.o., OIB: 90738898760
9. VELEBIT PRO SOL d.o.o., OIB: 32235296275
10. JAMBREK VINICA d.o.o., OIB: 37530312696
11. SEECP Energija d.o.o., OIB: 24803206726
12. SE MEĐIMURJA d.o.o., OIB: 49891889258
13. OIE ČAKOVEC d.o.o., OIB: 44162694768
14. OIE DONJI VIDOVEC d.o.o., OIB: 78613046164
15. OIE HODOŠAN d.o.o., OIB: 73549382949

16. OIE KOTORIBA d.o.o., OIB: 04008020954
17. OIE PALINOVEC d.o.o., OIB: 65877003491
18. OIE PODTUREN d.o.o., OIB: 25175622155
19. OIE RASINJA d.o.o., OIB: 40840627590
20. OIE SVETA MARIJA d.o.o., OIB: 95437380707
21. SE DONJI VIDOVEC d.o.o., OIB: 78613046164
22. SE PALINOVEC d.o.o., OIB: 65877003491
23. SUNČANA ELEKTRANA PODI d.o.o., OIB: 01554383091
24. SUNČANA ELEKTRANA VELIKA LUDINA d.o.o., OIB: 29466574005
25. SOLEX d.o.o. d.o.o., OIB: 55765991054
26. BT SOLAR d.o.o. d.o.o., OIB: 80760613297

1.4. Type of procurement procedure and Contract

Procurement procedure is procedure with the publication of the Procurement Notice. Type of contract is supply contract for each Lot separately.

1.5. Additional information and modification of tender documentation

During the time limit for the receipt of tenders, Bidders may request additional information and clarifications related to the tender documentation, and the Customer shall provide additional information and clarifications in the same way and at the same Internet addresses as the basic documents without indicating the information about the person who requested them.

Provided that the request for additional information has been requested on time, the additional information and clarifications shall be made available by the Customer not later than three (3) days before the deadline for the submission of tenders.

Request for additional information is made within the deadline if submitted to the Customer no later than during the fifth (5) day before the day of expiry of the time limit for the submission of tenders.

If for any reason the tender documents and any supporting documents were not made available, or if the Customer has not answered to timely request in accordance with paragraphs above, the Customer shall extend the time limit for submission of tenders suitably so that all interested Bidders may familiarize themselves with all the information needed for submitting tenders.

If the Customer during the time limit for the receipt of tenders modifies the tender documentation, it shall ensure that the modifications are available to all interested Bidders in the same way and at the same Internet addresses as the basic documentation and ensure that Bidders have at least 5 days to submit a tender from the date of modification.

2. SUBJECT OF PROCUREMENT

2.1. Description and quantity of the procurement subject

The subject of the procurement is Ribbon cutting and bending machine.
Quantity of the subject of the procurement is **1 set**.

2.2. Technical specifications

Detailed technical specifications can be found in Annex II and are integral part of tender documentation.

Requirements of Technical Specifications represent minimum technical requirements for the offered supplies and are not to be changed by Bidder.

Delivery term

DAP Varaždin (INCOTERMS 2020).

2.3. Delivery deadline

Maximum delivery period is 120 days from the procurement contract signing. The subject of procurement is considered delivered after the delivery documents is signed.

3. EXCLUSION CRITERIA

3.1. Exclusion criteria

The Bidders shall be excluded from participation in this tender if they are in any of the following situations:

1. if he or a person authorized by law to represent the Bidder (a person who is a member of the administrative, management or supervisory body or has the authority to represent, make decisions or supervise that economic entity) has been convicted of any of the following criminal offenses according to the regulations of the state of the bidder's seat or the state of which the person is authorized by law to represent the bidder: participation in a criminal organization, criminal association, commission of a criminal offense within a criminal association, association for committing criminal offenses, terrorism or terrorist offenses money laundering or terrorist financing, child labour or other forms of trafficking in human beings, corruption, bribery in business, bribery in business, abuse in public procurement, abuse of position and authority, illegal favouritism, bribery, bribery, influence peddling, giving bribery for trading in influence, abuse of position and authority, abuse of office, illegal mediation, fraud, fraud in business operations, tax or customs evasion, subsidy fraud,
2. has not fulfilled the obligation to pay salaries to employees, pay contributions for financing compulsory insurance (especially health or pension) or pay taxes in accordance with the regulations of the Republic of Croatia as the state in which the

bidder is established, in accordance with the regulations of the state of establishment originating in the Republic of Croatia), except in the case when, according to the special legislation, payment of these commitments is not allowed or postponing of payment is approved, and if the amount of due and unpaid obligations does not exceed HRK 200

3. if he has falsely stated, presented, or provided untrue information regarding the conditions stated by the NOJN as necessary,
4. Bidder is not, in any case, in conflict of interest with the Customer's company, or any person authorised for representation of the Customer's company years up to the commencement of the public procurement procedure, which the Contracting Authority can prove by any means.

For proving it is not in the situations described under point 3.1 of this tender documentation, the Bidder shall submit the tender statement of an authorised representative, which makes Annex I to this tender documentation.

3.2. Customer reserves the right, in every moment until deciding, to request the submission of the following documentation:

- a) proving Bidder is not in the situations under point 3.1. of Tender documentation:
 - a certificate issued by the tax authority concerning the state of debt, which may not be older than 30 days of the date of publication of Procurement Notice, or
 - if the document referred to in paragraph a) is not issued in the country in which the Bidder is established, it may be replaced by an equivalent document issued from the competent authority.
- b) proving Bidder is not in the situations under point 3.1. of Tender documentation:
 - an extract from the judicial, trade or other relevant register of the country in which the Bidder is established which may not be older than three months of the date of publication of tender
 - if extract referred to in point a) does not exist or it does not contain all the relevant data, an equivalent document issued by the competent judicial or administrative authority in the state in which the Bidder is established, which may not be older than three months of the date of publication of tender.

4. SELECTION CRITERIA

Bidder must prove that it has sufficient legal and business capacity to implement the tasks of the Contract.

4.1. Legal and business capacity

Bidder must prove its legal and business capacity. For proving its capacity, the Bidder shall submit the Legal and business capacity declaration (Annex III to this tender documentation).

5. TENDER

5.1. Content and submission of tender

Bidder submits the tender by electronic means, scanning signed and stamped documents in the space provided for that, by the legally authorized representative of the tenderer or the person authorized by the power of attorney with mandatory submission of a document proving the authorization.

Content of the tender:

- Fulfilled and certified Bid Sheet (Annex I)
- Fulfilled and certified Technical specifications (Annex II)
- Fulfilled and certified Legal and business capacity declaration (Annex III)

5.2. Submission of tenders

Offers must be submitted until December 28th 2020 at 12:00 hours at the last.

When submitting the tender, the Bidder must comply with all instructions and specifications contained in this tender documentation. Bidder cannot amend or complement the text of this tender documentation. Tender is to be made in Croatian or English language. All tender documentation (catalogues, brochures, technical pages) must be in Croatian or English language as well, with the possibility of submitting some parts in a different language but then attaching a Croatian or English translation. The translation does not have to be certified by a court interpreter.

Offer can be submitted in electronic form via e-mail address provided in Point 1 of this document with Subject title: PROCUREMENT NO. S-05.

Tenders received after defined deadline will be considered late and will not be taken into consideration.

5.3. Alternative tender (variant)

Alternative tender (variant) is not allowed.

5.4. Alteration or withdrawal of tenders

Bidder can change or withdraw its offer before application deadline.

If Bidder submits changes or supplements its offer, it must be submitted in the same manner as original bid, with indication that this new document represents change/supplement of the original offer.

5.5. Determining tender prices

Tender prices must be stated in HRK or EUR or USD. Price contains all costs and discounts. If the price is expressed in EUR or USD, applicable rate for tender price is the average exchange rate of Croatian National Bank on the day on which the Tender Dossier is published. Tender price is fixed and may not be amended in the period of Contract duration.

In the Financial offer, Bidders must state unit prices, VAT, and total price with VAT (rounded to 2 decimal places), for each item. If the Bidder is registered outside of the Republic of Croatia or is not subject to VAT, in the boxes intended for the insertion of the tender price with VAT included, the Bidders should insert the equivalent number as indicated in the boxes for the tender price without VAT, whilst the place intended for inserting VAT amount remains empty.

5.6. Tender validity period

Tender validity period shall be minimum 30 days from the deadline for submission of tenders. Tenders not satisfying mentioned criterion can be rejected.

6. AWARD CRITERIA

Criteria for a selection of Bidder is the lowest price.

7. OTHER REGULATION

7.1. Guarantees

Warranty for quality of a sold item, min. 1 year. The warranty period starts from the date of the acceptance of delivered goods and services.

7.2. Examination and evaluation of tenders

Procurement committee shall review the content of submitted tenders according to conditions and requirements from the tender documentation.

In the examination and evaluation process the contracting authority shall review:

- tenders and whether all mandatory tender parts have been submitted,
- absence of exclusion grounds,
- fulfillment of required criteria for choosing the economic operator,
- fulfillment of requirements and conditions regarding the subject of procurement and technical specification,
- assessment of technical and financial compliance,
- mathematical accuracy of the tender.

Procurement board then evaluates tenders based on defined award criteria.

During the review and award process, the contracting authority shall reject:

- offer submitted after the deadline for submission of offers,
- offer drafted in a language other than those defined in the tender notice,
- offer submitted by a Bidder that has not demonstrated required capacity conditions,
- offer which is not complete and cannot be additionally supplemented with mandatory documentation in line with equal treatment and transparency principles,

- offer that contains errors, omissions or ambiguities if those errors, omissions or ambiguities cannot be corrected,
- offer that is contradictory to tender notice provisions,
- offer in which the price is not expressed in the absolute amount,
- offer in which clarification or supplementation in accordance with this document did not remove the error, lack or ambiguity,
- offer which does not meet requirements regarding technical specification defined in this tender notice,
- offer for which the Bidder has not accepted the corrections to calculation errors in writing,
- offer which contains damaging provisions.

During the examination, the Customer may, in a reasonable time limit which may not be shorter than five calendar days from the date of the request, call for a written clarification or supplement i.e., elimination of ambiguities, defects or mistakes which the Customer considers remediable. After the examination and evaluation of tenders, valid tenders shall be ranked in accordance with the award criteria.

Customer shall draft the Minutes of the evaluation meeting and announces the decision on the selection of the selected bidder and the total value of the selected bid at the same place where the invitation to tender was published (www.strukturnifondovi.hr).

Customer shall cancel the procedure when the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all. The Customer is obliged to publish the information on the cancellation in the same way and at the same Internet addresses as the basic documentation.

7.3. Deadline for the adoption of the award decision

The Customer shall adopt the decision within 30 calendar days from the date of deadline for submission of offers. Award decision shall be sent to all Bidders.

7.4. Payment terms

Payments shall be made 100% with order.

For any contractor that is a legal person established outside the Republic of Croatia, payments shall be made in EUR or other currency. For any contractor that is a legal person established in the Republic of Croatia, payments shall be made in the Croatian currency (HRK).

7.5. Provision concerning groups of Bidders (consortia)

Not applicable.

7.6. Provisions on subcontracting

Not applicable.

8. CONCLUSION OF THE CONTRACT

The Customer shall, if the Selection Decision has been made, enter a Procurement Contract with the selected Tenderer. The contract must comply with the conditions set out in this procurement procedure and the selected tender.

The procurement contract shall contain at least the following information:

- name, address, telephone number, fax number, e-mail address of the Bidder,
- name, address, telephone number, e-mail address selected by the Bidder,
- description of the subject of procurement,
- data on the amount of the Contract corresponding to the amount of the selected bid,
- deadline for delivery of works.

The procurement contract enters into force on the day it is signed by both parties.

The Contracting Parties shall execute the contract for the procurement of works in accordance with the conditions specified in the Invitation to Tender and the selected bid. If the selected Bidder refuses to sign the procurement contract, the contracting authority may make a new decision on the selection of the next acceptable and suitable Bidder or cancel the procurement procedure. The Customer will sign the Contract with the selected Bidder within no longer than 60 days from the decision on selection.

Only in exceptional circumstances over which neither the Customer nor the selected Bidder has an influence, it is possible to extend the contract execution period.

The selected Bidder and the Customer have the right to extend the deadline for the execution of works in the following cases:

- due to the occurrence of force majeure,
- due to measures provided by acts of public bodies,
- due to unforeseen works or circumstances due to which there was a long delay or slowdown of works, and the selected Bidder could not eliminate them by taking appropriate measures.

Force majeure means natural events, such as floods, fires, etc. or human actions that affect the course of work, such as quarantine, sudden restriction of trade in goods relevant to the work, etc. The selected Bidder and the Customer will not in these cases have mutual claims due to any costs incurred due to the extension of the deadline for execution of the subject of procurement, except in the case when the measures provided by the acts of public bodies were adopted solely due to the fault of the selected Bidder.

8.1. Essential conditions for the execution of the contract

The principle of conscientiousness and honesty

The selected Bidder guarantees and undertakes that he has not committed or that anyone to his knowledge has committed any of the following acts, and that he will not commit, nor will any person acting with his knowledge or consent will commit any of these acts, which are:

- offering, giving, receiving or requesting any inappropriate benefit that would affect the actions of the Client's employees in connection with the procurement procedure in question or the implementation of the contract concluded on the basis thereof,

- any act which inappropriately influences or seeks to influence the procurement procedure or the implementation of the concluded contract to the detriment of the Customer, including the secret agreement of the tenderer.

In this sense, if a member of the Management Board of the selected bidder, project manager or official is aware of some facts, it is considered that the selected Bidder is also aware of this.

9. PRESENTATIONS

Any candidate or Bidder may submit a petition if it considers that its bid should have been selected as the best, but this is prevented due to the actions of the Customer contrary to the provisions of this Tender Documentation due to which:

- unjustifiably excluded from the procurement procedure,
- his application or tender has been unjustifiably rejected, or
- evaluation of the application or tender contrary to the conditions and criteria of the tender documentation and the provisions of this Annex.

The application shall be submitted in writing within 8 days from the date of receipt of the Selection Decision or the Decision on annulment and notification to the Level 2 Intermediate Body (PT2), and a copy of the application must be submitted to the Customer.

The address to which the application is submitted is: Croatian Agency for Small Business, Innovation and Investment, Ksaver 208, Zagreb.

The applicant must explain his allegations in the application.

Filing a petition does not stop the conclusion of a procurement contract. An applicant who has suffered damage because of violations of the Procurement Procedures has the possibility of compensation before the competent court in accordance with the general rules on compensation.

Varaždin, 17.12.2020.

ANNEXES

Annex I – Bid Sheet

Annex II – Technical Specifications

Annex III – Legal and business capacity declaration