The procurement process is conducted according to ”Procurement procedures for entities not included in the public procurement act“ version 7.0, company Dilj industrija građevinskog materijala d.o.o., PIN: 60248788788, Vinkovci, Ciglarska 33, on 31.01.2022. announces:

PUBLIC TENDER INVITATION

**Project title:**

„Energy efficiency improvement of the Slavonka plant“

KK.04.1.1.03.0111

PROCUREMENT PROCEDURE FOR ENTITIES WHO ARE NON-OBLIGATORS OF THE PUBLIC PROCUREMENT LAW

**Procurement subject:** *Wet Pan Mill*

**Procurement registration number: *KK.04.1.1.03.0111/ NOJN-03***



Contents

[Contents 1](#_Toc94527847)

[1. GENERAL INFORMATION 3](#_Toc94527848)

[*1.1.* *Ordering Party General Information* 3](#_Toc94527849)

[*1.2.* *Entities in Conflict of interests with the Ordering Party* 3](#_Toc94527850)

[2. CONTACT PERSON INFORMATION 4](#_Toc94527851)

[3. TYPE OF PROCUREMENT PROCEDURE 4](#_Toc94527852)

[4. PROCUREMENT SUBJECT DESCRIPTION 4](#_Toc94527853)

[*4.1.* *Procurement subject* 4](#_Toc94527857)

[*4.2.* *Technical support* 5](#_Toc94527858)

[*4.3.* *Technical specification* 5](#_Toc94527859)

[*4.4.* *Warranty periods* 5](#_Toc94527860)

[*4.5.* *Estimated procurement value* 6](#_Toc94527861)

[*4.6.* *Location of delivery of procuremet subject and execution of works* 6](#_Toc94527862)

[5. TENDER SUBMISSION PERIOD, ADDRESS AND METHOD 6](#_Toc94527863)

[*5.1.* *Tender submission period* 6](#_Toc94527869)

[*5.2.* *Tender submission address* 6](#_Toc94527870)

[*5.3.* *Tender submission method* 7](#_Toc94527871)

[*5.4.* *Tender validity period* 7](#_Toc94527872)

[6. MINIMAL TENDER CONTENTS 8](#_Toc94527873)

[7. SELECTION CRITERIA AND TIME OF TENDER OPENING 8](#_Toc94527874)

[*7.1.* *The tender selection criterion* 8](#_Toc94527877)

[*7.1.1.* *Financial criterion - Price* 8](#_Toc94527878)

[7.1.2. Non-financial – additioanl criterion – warranty period 9](#_Toc94527879)

[*7.2.* *Total points for economically most favorable Tenderer* 9](#_Toc94527880)

[*7.3.* *Time of tender opening* 9](#_Toc94527881)

[8. CONDITIONS AND PROOF OF COMPETENCE 9](#_Toc94527882)

[*8.1.* *Technical and professional competence* 10](#_Toc94527883)

[*8.2.* *Financial competence* 10](#_Toc94527884)

[*8.3.* *Proper execution of the contract guarantee* 10](#_Toc94527885)

[*8.4.* *Performance and elimination of defects within the warranty period guarantee* 11](#_Toc94527886)

[*8.5.* *Advance payment guarantee* 12](#_Toc94527887)

[9. REASONS FOR THE EXCLUSION OF TENDERERS 13](#_Toc94527888)

[10. TENDER CREATION FORM 13](#_Toc94527889)

[11. TENDER ANNULMENT DECISION 14](#_Toc94527890)

[12. REQUIRED DOCUMENTATION 15](#_Toc94527891)

[13. RETURN OF DOCUMENTATION 15](#_Toc94527892)

[14. PAYMENT TERMS 15](#_Toc94527893)

[15. TIME PERIOD FOR DELIVERY OF EQUIPMENT AND EXECUTION OF WORKS 16](#_Toc94527894)

[16. TIME PERIOD FOR ISSUING THE DECISION ON THE SELECTED TENDERER OR ISSUING THE ANNULMENT DECISION 16](#_Toc94527895)

[17. PROCUREMENT CONTRACT AND CONTRACT SIGNING DEADLINE 17](#_Toc94527896)

[18. ADDITIONAL INFORMATION 18](#_Toc94527897)

[19. ANNEXES 18](#_Toc94527898)

# GENERAL INFORMATION

This Public Tender Invitation and all of its annexes are translated into English language for the purpose of publication. The English version of the documentation is equivalent to the Croatian documentation. In case there are ambiguities regarding the documentation the Croatian version of the documentation is considered as paramount.

## *Ordering Party General Information*

Ordering Party: Dilj industrija građevinskog materijala d.o.o.

Headquarters: **Ciglarska 33, 32100 Vinkovci, Republika Hrvatska**

Identification Number: 60248788788

E-mail: [dilj.vinkovci@nexe.hr](mailto:dilj.vinkovci@nexe.hr)

IBAN: HR6324020061100989537

## *Entities in Conflict of interests with the Ordering Party*

Conflict of interest between the Ordering Party and related entities include situations where representatives of the Ordering party involved in the procurement process can influence the outcome of that procedure, or have direct or indirect financial, economic or any other personal interest that could be considered detrimental to their impartiality and independence in the procurement process.

The ordering party may not enter into procurement contracts with the following entities:

**NEXE d.d.** za proizvodnju građevinskih materijala, Tajnovac 1, Našice, OIB: 62612424147

**IGMA industrija građevnog materijala, d.o.o.**, Ciglana 10, Koprivnica, OIB: 43695070004

**LUKA TRANZIT OSIJEK d.o.o.** za obavljanje lučkih i skladišnih djelatnosti i trgovinu Vukovarska Cesta 229/b, Osijek, OIB: 97083647226

**NEXE GRADNJA d.o.o.** za graditeljstvo Našice, Braće Radića 24, Našice, OIB: 37671722350

**NEXE INVEST d.o.o.** za trgovinu i usluge, Našice, Braće Radića 24, OIB: 97124716319

**EKONEX d.o.o.** Našice, Braće Radića 200, Našice, OIB: 18846322077

**INCEMA, d.o.o.** za poslove posredovanja u cementnoj i srodnim industrijama, Prilaz Gjure Deželića 30, Zagreb, OIB: 77162424840

**KUTJEVO** dioničko društvo za proizvodnju i promet poljoprivrednih i prehrambenih proizvoda, Kralja Tomislava 1, Kutjevo, OIB: 21918659912

**WINES d.o.o.** za trgovinu i usluge, Vinogradska 6, Našice, OIB: 93327901576

**OSILOVAC d.o.o.** za poljoprivrednu proizvodnju, Ferićeva 16, Feričanci, OIB: 54035700225

**BAGI COMMERCE, d. o. o.** za tov, otkup i prijevoz, Dore Pejačević 100, Feričanci, OIB: 83927736183

**OSIJEK-KOTEKS** dioničko društvo za graditeljstvo, proizvodnju i trgovinu, Šamačka 11, Osijek, OIB: 44610694500

**HRVATSKI NOGOMETNI KLUB HAJDUK SPLIT** športsko dioničko društvo za obavljanje športskih djelatnosti, Split, Ulica 8. Mediteranskih igara 2, OIB: 04785516590

**CEMENT-MARKET d.o.o.** za trgovinu i usluge, Našice, Braće Radića 200, OIB: 59104627460

**SLOBODNA ZONA OSIJEK d.o.o.**, Vukovarska Cesta 229c, Osijek, OIB: 55451228887

**GASTRO - MARKET d.o.o.** za ugostiteljstvo, trgovinu i usluge, OIB: 46822972670

# CONTACT PERSON INFORMATION

Contact person: Igor Dodig

Phone: +385 98 966 79 42

E-mail: [igor.dodig@nexe.hr](mailto:igor.dodig@nexe.hr)

# TYPE OF PROCUREMENT PROCEDURE

The procurement procedure is conducted pursuant to ”Procurement procedures for entities who are non-obligators of the Public procurement law“ version 7.0, according to point 4.

# PROCUREMENT SUBJECT DESCRIPTION



## *Procurement subject*

The procurement subject is delivery, technical support during the installation and commissioning of the Wet Pan Mill, including all the necessary equipment required for normal Wet Pan Mill function and commissioning of wet pan mill for clay processing. Minimal technical specifications that have to be met are shown in the **Bills of quantity** (**Annex 2.**).

The load bearing structure (pillars) of the Wet Pan Mill have to be made out of metal and must withstand all the dynamic stresses during nominal operation of the Wet Pan Mill.

After the installation and commissioning the Wet Pan Mill has to achieve the parameters (capacity, specific consumption) defined by the project.

The procurement subject includes the delivery of documentation of static-dynamic load that is necessary for making of reinforced concrete construction. Selected Tenderer is obliged to deliver the above documentation within 90 days from the day of signing the contract.

Manuals and operating instructions for the equipment in Croatian and English language, as well as equipment maintenance manuals and instructions in English language are to be delivered to the Ordering Party by the Selected Tenderer on the day of signing the Minutes on Succesful Handover of the equipment.

## *Technical support*

Technical support includes the supervision of all works during the activities regarding the Wet Pan Mill installation and commissioning until the moment of succesfull machine capacity proving. During the installation and commissioning period, the Ordering Party will provide 3 skilled mechanical workers and 2 skilled electricians at the selected Tenderer’s disposal.

The costs of accommodation and meals for workers in charge of technical support shall be at the expense of the Ordering Party, all other costs are at the expense of the selected Tenderer.

All delays in the installation and commissioning period of the Wet Pan Mill, caused by the Ordering Party, are at the expense of the Ordering Party.

If the delay is caused by the fault of the selected Tenderer, the costs of additional days of technical support works shall be at the expense of the selected Tenderer.

The additional work days for technical support can be charged at the maximal rate of 450€/man/days.

## *Technical specification*

Detailed descriptions, technical specifications, types, characteristics and quantities of the subject of procurement are shown in the **Bills of quantity** (**Annex 2.)**

The equipment has to completely comply with all technical specifications and requirements described in this Tender and has to comply with quantities and notes from the bill of quantity(**Annex 2.**).

The Tenderer has to provide datasheets for the equipment offered in the tender.

For any item of technical specification which contains brand name, type, norm or standard, the Tenderer can offer an equivalent item of same properties.

## *Warranty periods*

Minimal warranty period for the procurement subject is minimum **12 months** starting from the moment the Minutes on **Successful Handover** of the equipment is signed.

## *Estimated procurement value*

Estimated value of the procurement subject is ***447.442,90 €*** *without VAT.*

## *Location of delivery of procuremet subject and execution of works*

Delivery location for the subject of procurement is Slavonka plant, **Kralja Zvonimira 156, 32100 Vinkovci, Republic of Croatia.** Delivery terms – **DAP** (Incoterms®2020). The construction works and installation will be done at the same location.

# TENDER SUBMISSION PERIOD, ADDRESS AND METHOD



## *Tender submission period*

Tender submission period is until 21/2/2022 at 15:00hrs. The tender submission period deadline begins one day after publishing this document on the [www.struktrunifondovi.hr](http://www.struktrunifondovi.hr/) website.

The Ordering Party can also invite Tenderers of its own choice to compete in this procurement procedure in written by sending a link to Public Tender Invitation.

If the last day of the period is a state holiday (in Croatia), a Saturday or a Sunday, the submission deadline is moved to the next working day. Only tenders sent by Tenderers and received by the Ordering Party within the Tender submission period will be considered as valid. Tenders that arrive outside of the tender submission period will not be considered as valid.

## *Tender submission address*

Address for tender submission: **Dilj industrija građevinskog materijala d.o.o. Ciglarska 33, 32100 Vinkovci, Republic of Croatia**.

## *Tender submission method*

Tenders can be delivered personally or sent by a registered mail with return receipt in a closed envelope to the Ordering parties address (Dilj industrija građevinskog materijala d.o.o. Ciglarska 33, 32100 Vinkovci). The envelope with the tender must state the title of the subject of procurement.

**Envelope addressing template (provide the required information or cut and paste on sealed package/envelope**

|  |
| --- |
| **RECIPIENT**  **Dilj industrija građevinskog materijala d.o.o.**  **(Igor Dodig)**  **Ciglarska 33**  **32100 Vinkovci, Republic of Croatia** |
| **Public Call for the submission of tenders**  INCREASING ENERGY EFFICIENCY AND THE USE OF RENEWABLE ENERGY SOURCES AT THE PRODUCTION FACILITY SLAVONKA  *Wet Pan Mill*  ***KK.04.1.1.03.0111/NOJN-03***  ***TENDER – DO NOT OPEN*** |

A Tenderer may submit an amendment to the tender before the expiration of the tender submission period. An amendment to the tender may be submitted in the same manner as the main tender, provided that it must contain a note stating that it is an amendment to the tender.

A Tenderer may submit a written statement by which they can cancel the tender they have already submitted, before the expiration of the tender submission period. The written statement may be submitted in the same manner as the tender, provided that it must contain a note stating that it is a tender cancellation. In that case the unopened tender will be returned to the Tenderer.

## *Tender validity period*

The tender validity period may be no shorter than sixty (60) days starting from the expiration of the tender submission period. If the tender validity period expires during procurement procedure, the Ordering Party is obliged to request prior to selection that the Tenderer, who submitted the most favourale offer extends the tender validity period.

# MINIMAL TENDER CONTENTS

The Tender must contain the following:

* Tenderers Name
* Tenderers Address
* Tenderers Identification Number
* Tenderers Contact Person
* Phone
* E-mail
* Tender price
* Datasheets for the procurement subject equipment
* Annexes described in point 12 of this document

The Tenders have to be submitted in a closed envelope with a note ‘TENDER –DO NOT OPEN’.

# SELECTION CRITERIA AND TIME OF TENDER OPENING



## *The tender selection criterion*

The criterion for the most economicaly favourable tender is assessed upon following categories:

|  |  |
| --- | --- |
| **Financial criterion** | |
| Criterion description | Max. points |
| 7.1.1. Price | 95 |
| **Non-financial criterion** | |
| Criterion description | Max. points |
| 7.1.2. Warranty period | 5 |
| **TOTAL:** | **100** |

Table 1. Maximal points per category

The calculated points for each category are rounded to two decimals.

## *Financial criterion - Price*

The points for this criterion are calculated according to the following formula:

– points for the price criterion

– tender price of the evaluated tender

– the lowest price of all valid received tenders

Maximal amount of points which can be awarded for this criterion is 95.

## Non-financial – additioanl criterion – warranty period

For this criterion the points are awarded for warranty period duration for the wet pan mill in months. The minimal warranty period for the Wet Pan Mill is 12 months counting from the day of succesfull capacity proving. Tenders with shorter warranty period will not be evaluated.

The points for this criterion are calculated according to the following formula:

– points per warranty period criterion

– warranty period of the evaluated tender

– the longest warranty period of all valid received tenders

Maximal amount of points which can be awarded for this criterion is 5.

## *Total points for economically most favorable Tenderer*

Total points for the economically most favourable Tenderer are calculated as a sum of financial and non-financial criteria, according to the following formula:

– overall points

– points per price criterion

– points per warranty period criterion

The Tender which has the highest sum of points from financial and non-financial categories is the economically most favourable.

The maximal sum of points a Tenderer can achieve is 100.

## *Time of tender opening*

Tenders received within the acceptable submission period defined in point 5.1. hereto will be opened in front of the evaluation comitee. The comitee will keep a minutes on the tender opening in accordance with the Rules on implementation of procurement procedures for non-obligators of the Public procurement law version 7.0.

The tenders are to be open on 21/2/2022 after 15:00 hrs at the earliest.

# CONDITIONS AND PROOF OF COMPETENCE

For the purpose of determining the Tenderer’s ability to perform the contract, the Tenderer is obligated to enclose evidence in its tender to prove its financial, technical and professional capacity.

The association of the Tenderer that act as a community of tenderers is not permited in this Public Call. Tenders in which the Tenderer is a community of tenderers will not be evaluated.

## *Technical and professional competence*

The Tenderer must prove that in the year 2022 and during four (4) preceding years, he has duly executed at least one (1) contract of the same or similar characteristics to the subject of procurement.

To prove the technical and professional competence of the Tenderer, the Tender must include:

* ***List of executed contracts (Annex 3.) –*** *same as or similar to the procurement subject for the above mentioned period. The list has to contain:*
  + *Subject of the contract*
  + *Contract value, without VAT*
  + *Date of execution*
  + *Capacity of the wet pan mill*

## *Financial competence*

The Tenderer must prove that it has a total annual turnover (aggregated) in the year 2022 and during the four preceding years three times higher than the estimated value of the subject of procurement. The Tenderer proves this with a **Statement of Financial Competene** (Annex 4).

As proof of fulfillment of the conditions of financial competence, the Ordering Party may at any time during the procurement procedure require the Tenderer to submit other appropriate evidence (balance sheet, profit and loss account or other appropriate financial report, etc.) before signing the contract.

## *Proper execution of the contract guarantee*

The Tenderer is obliged to submit a guaranteefor **Proper Execution of the Contract** to the Ordering Party in the form of a bank guarantee or a cash deposit in the amount of ten percent (10%) of the value of the contract without VAT, no later than thirty (30) calendar days from the date of signing the Procurement Contract. If the Tenderer is unable to obtain a bank guarantee within the specified period, he can pay a deposit to the Ordering Party’s account in the same amount which will be returned to the Tenderer after delivery of the bank guarantee. Proof of deposit for proper performance of the contract guarantee is submitted in the form of a certificate of payment of deposit in the amount of ten percent (10%) of the contract value to the bank account of the Ordering Party HR6324020061100989537 opened in ERSTE & STEIERMÄRKISCHE BANK dd. titled “Deposit for **Proper Execution of the Contract** NOJN-03 ".

The **Proper execution of the contract** bank guarantee will be submitted in the original and must contain the following required information:

* That the beneficiary of the bank guarantee is the company Dilj d.o.o., Ciglarska 33, 32100 Vinkovci, Republic of Croatia
* That the bank, as a guarantor, unconditionally undertakes to pay the amount of ten percent (10%) of the value of the contract in EUR or HRK at the first call of the gurantee beneficiary and without objection in case the Tenderer does not partially or fully fulfill the obligations under the contract

The Tenderer is obliged to maintain the duration of the bank guarantee until the day of signing the Minutes on **Successful Handover**.

Any irregularity in the amount, term and above provisions considering the bank guarantee will be considered as serious breach of contractual obligations and will result in termination of the Contract.

The **Proper Execution of the Contract** bank guarantee wil be returned to the Tenderer after the Tenderer delivers the guarantee for **Performance and elimination of defects within the warranty period after completion of works as defined in point 15 of this document**.

## *Performance and elimination of defects within the warranty period guarantee*

The Tenderer is obliged to submit a **“Performance and elimination of defects within the warranty period Guarantee”** in form of a bank guarantee no later than at the moment of signing the **Minutes on Successful Handover**.

The Tenderer may also extend the duration of the **Proper execution of the contract bank guarantee** until the expiration of the offered warranty period from Annex 1. Thus the extended bank guarantee assumes the role of the **Performance and elimination of defects within the warranty period guarantee**. In this case, the extension of the bank guarantee must be equal to the duration of the offered warranty period from Annex 1.

**The Performance and elimination of defects within the warranty period Guarantee** in form of a bank guarantee is submitted in the original and must contain the following required information:

* That the beneficiary of the bank guarantee is the company Dilj d.o.o., Ciglarska 33, 32100 Vinkovci, Republic of Croatia
* That the bank, as a guarantor, unconditionally undertakes to pay the amount of ten percent (10%) of the value of the contract without VAT in EUR or HRK at the first call of the guarantee beneficiary and without objection in case the Tenderer does not eliminate the reported deficiencies within a reasonable period during guarantee period

For the duration of the offered warranty period from Annex 1, the Tenderer is obliged to eliminate all reported deficienciest within a reasonable time, and no later than 15 days from the day of reporting the defect. If the Tenderer does not eliminate the reported defect within the specified period, the Ordering Party can put in motion the **Performance and elimination of defects within the warranty period** **Guarantee**. If the elimination of a reported defect requires a period longer than 15 days, the Tenderer is obliged to agree on the manner and the deadline for elimination of the defect acceptable to the Ordering Party.

If the Tenderer does not fulfill its obligation to eliminate the defects in any way, the Ordering Party has the right to put in motion the **Performance and elimination of defects within the warranty period Guarantee** in full amount.

The **Performance and elimination of defects within the warranty period Guarantee** will be returned to the Tenderer after the expiration of the warranty period from the Tender of the selected Tenderer, counting from the date of signing the **Minutes on Successful Handover.**

## *Advance payment guarantee*

The selected Tenderer is obliged to provide insurance for the advance payment in the form of a bank guarantee in the amount of the advance to be paid. The **Advance payment guarantee** is submitted before the advance payment to the selected Tenderer, no later than 30 calendar days upon contract signing. The **Advance Payment guarantee** in the form of a bank guarantee shall be submitted in the original and must contain the following required information:

* That the beneficiary of the bank guarantee is the company Dilj d.o.o., Ciglarska 33, 32100 Vinkovci, Republic of Croatia
* That the bank, as a guarantor, unconditionally undertakes to pay the amount of the advance paid to the Ordering Party at the first call of the guarantee beneficiary and without objection in case of request for return of the advance payment.

The Tenderer is obliged to maintain the duration of the bank guarantee until the day of Wet Pan Mill delivery to the location stated in 4.5.

# REASONS FOR THE EXCLUSION OF TENDERERS

The Tenderer will be excluded from the procurement procedure:

* if the Tenderer or a person authorized by law to represent the tenderer (a person who is a member of an administrative, management or supervisory body or has the authority to represent, make decisions or supervise that entity) has been convicted of any of the following offenses or related offenses according to the regulations and laws of the state of the Tenderer’s headquarters or the home state of the Tenderer’s authorized person: participation in a criminal organization, criminal association, committing a criminal offense within a criminal association, association for committing criminal offenses, terrorism or terrorist offenses, money laundering or terrorist financing, child labor or other forms of people trafficking, corruption, bribery in business, abuse of public procurement, abuse of position and authority, illegal favoritism, bribery, influence peddling, 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
* has not fulfilled the obligation of paying salaries to employees, paying contributions to finance mandatory insurance (especially health or pension) or paying taxes in accordance with the regulations of the Republic of Croatia as the state in which the Tenderer is established, in accordance with the regulations of the state of establishment ( Tenderers whose establishments are originating outside of the Republic of Croatia), unless in accordance with special rules a deferral of payment of the stated obligations has been granted, and if the amount of due and unpaid obligations does not exceed HRK 200 (26,5 EUR).
* If the Tenderer has presented itself under false pretend or offered false information regarding the conditions that the Ordering Party has stated as necessary.

Acceptable proof of Tenderer’s suitability regarding reasons for exclusions is a signed statement by the person authorized to represent the Tenderer submitted in the Tender (Annex 5), or relevant updated supporting documents issued or accessible through the competent bodies or public registers.

# TENDER CREATION FORM

The Tender must be made on an electronically indelible medium (CD/DVD) and in paper form, printed or written in indelible ink and signed by an authorized person in such a way as to form a whole. The Tender must be submitted in the original and on electronically indelible medium (CD/DVD). If there are differences between the paper form of the Tender and the electronic form of the Tender, the paper form will be considered as valid.

The tender price is unchanged during the term of the procurement contract and can be expressed in kunas (HRK) or euros (€). During the period of tender evaluation the middle value of the euro (€) exchange rate according to the Croatian National Bank on the day of tender opening will be applied.

The tender price without value added tax must include all costs and discounts. The Tenderer is obliged to enter the unit price for each item in the Bill of Quantities, and the total price without VAT.

When preparing the tender, the Tenderer must comply with the conditions and requirements of this Public Tender Invitation, and may not alter or amend the text of the Public Tender Invitation. The tender must be made in Croatian or English language and Latin script. If the tender documentation is submitted in any other official language of the EU, the Ordering Party will, if necessary, request a translation into Croatian or English from the Tenderer. Subsequent removal or insertion of sheets or parts of the tender is not permitted. Each page of the tender must be marked with the ordinal number of the page over the total number of pages of the tender (e.g. 1/30).

Within the tender submission period, the Tenderer may amend, supplement or withdraw its tender with an additional valid signed statement. If the amendments in the tender result in change of the total price, the changed price must be stated.

The Tenderer may not alter, amend or withdraw its tender after the tender submission period has expired. The tender is valid until the tender validity period stated by the Tenderer expires.

All tender preparation costs will be borne by the Tenderers. The Tenderers are not entitled to any reimbursement of tender preparation costs.

# TENDER ANNULMENT DECISION

Based on the review and evaluation result of the tenders the Ordering Party is obliged to reject:

* tenders that are not complete (tenders not containing all the necessary elements described in the Public Tender Invitation document),
* tenders not complying with the provisions of this Public Tender Invitation,
* tenders not containing the price as an absolute amount,
* tenders containing errors, shortcomings or ambiguities if the errors, shortcomings or ambiguities are not remediable,
* tenders in which errors, shortcomings or ambiguities in accordance to these rules have not been eliminated by clarification or completion,
* tenders for which the Tenderer has not accepted the correction of the calculation error in writing,
* tenders not containing required bank guarantees

The Ordering Party will cancel the procurement procedure after the tender submission period if:

* no tenders have been submitted;
* no valid tenders have been submitted;
* no valid tenders are left after rejecting the invalid tenders

The Ordering Party can cancel the procurement procedure:

* if the submitted tenders significantly exceed the estimated procurement value in 4.4
* if there have been significant changes in circumstances or the subject of the procurement or procurement procedure
* if during the procurement procedure a significant error in the documentation is noticed which cannot be corrected by minor changes

# REQUIRED DOCUMENTATION

1. Tender sheet (Annex 1.)
2. Bill of Quantities including quantities and unit prices (Annex 2.)
3. Everything stated under point 6. of this Public Tender Invitation
4. List of completed contracts (Annex 3.)
5. Statement on financial competence (Annex 4.)
6. Statement of no criminal record and Statement on the absence of reasons for exclusion of the Tenderer and (Annex 5.)
7. Drawings of the primary processing with the implemented Wet Pan Mill from the tender of the Tenderer

# RETURN OF DOCUMENTATION

After the procurement process is finished the documentation for which this Public Tender Invitation states that has to be returned will be returned to the Tenderers by the Ordering Party.

# PAYMENT TERMS

After receiving the Proper execution of the contract bank guarantee and the **Advance Payment Guarantee** the Ordering Party will pay the Tenderer the following amounts in respect to the total value of the contract:

1. 30% advance payment,
2. 50% after receiving notice that the equipment is ready for delivery,
3. 10% after successful installation and commissioning of the wet pan mill,
4. 10 % after successful capacity proving of the wet pan mill.

The **Proper execution of the contract bank guarantee** is to be returned to the Tenderer upon receiving **Performance and elimination of defects within the warranty period Guarantee**, conclusion of works defined in point 15 hereto and upon signed **Minutes on**  **Succesful Handover**.

The **Advance Payment guarantee** will be returned to the Tenderer upon delivery of the wet pan mill to location stated in point 4.5. hereto.

# TIME PERIOD FOR DELIVERY OF EQUIPMENT AND EXECUTION OF WORKS

The deadline for delivery of the wet pan mill is 35 weeks starting from the day of advance payment to the selected Tenderer.

Installation and commissioning of the wet pan mill will be performed after the notification that the Ordering Party is ready for installation. The time until notification of readiness of installation will not be considerd a delay by either the Ordering Party or the Tenderer.

The Completion of works milestone is accomplished when the Wet Pan Mill is commissioned, the capacitiy of the Wet Pan Mill from the project documentation is proved and the **Minutes on Successful Handover** is signed.

**Each week of delay in delivery of the equipment will be charged with 0,5%** of the total amount of the contract value without VAT up to Maximum **amount of 10% of the total amount of the contract value without VAT.**

If the delay in delivery of the equipment is longer than 10 weeks, the Ordering Party can put in motion the **Proper execution of the contract guarantee** for the full amount and unilaterally terminate the contract and select another Tenderer.

# TIME PERIOD FOR ISSUING THE DECISION ON THE SELECTED TENDERER OR ISSUING THE ANNULMENT DECISION

If the information or the documentation the Tenderer is supposed to deliver is found to be incomplete or incorrect, or seem as such or if certain documents are missing, the non-obligator of the Public Procurement Law can, while complying with the equal treatment and transparency principle, ask the Tenderer to complement, clarify or deliver the necessary information or documentation within a reasonable time period. If the Tenderer fails to deliver required documentation within appropriate time period, their submitted tender will be considered as invalid. The actions of complementing, clarifying or delivering missing documentation or information in any form may not cause negotitations or lead to price modifications or selection criteria modifications.

The time period for issuing a decision on the selected Tenderer or issuing the annulment decision is 30 days after the expiration of the tender submission period.

The decision on selected Tenderer or annulment decision will be published by the Ordering Party Contracting Authority on the [www.struktrunifondovi.hr](http://www.struktrunifondovi.hr) internet page.

# PROCUREMENT CONTRACT AND CONTRACT SIGNING DEADLINE

Following the procurement procedure, the Ordering Party and the selected Tenderer will sign a procurement contract for goods and services in accordance with the terms and requirements of this Public Tender Invitation and in accordance with point 4 of “Procurement procedures for entities who are non-obligators of the Public procurement law“ version 7.0.

After making the decision on the Tenderer selection, the Ordering Party will invite the selected Tenderer to sign the contract or forward it to him for signature, depending on the agreement. The contracting parties are obliged to sign the procurement contract within fifteen (15) days from the date of delivery of the selection decision to the selected Tenderer.

If the Tenderer does not sign the contract within the specified period, the Ordering Party will assume that the Tenderer has refused to sign the contract, and select the next economically most favourable Tenderer.

The procurement contract is concluded with the Tenderer whose tender was selected as economically most favourable. The procurement contract must comply with the conditions set out in the Public Tender Invitation documents and the selected tender.

The procurement contract will contain at least the following information:

* name, address, PIN, (ID number if applicable) of the non-obligator of the Public Procurement Law and the selected Tenderer,
* description of the subject of the procurement which must be clearly derived from the selected tender,
* information on the amount of the contract corresponding to the amount of the selected tender,
* method and deadlines for payment.

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

Note: if the Tenderer refuses to sign the contract, the Ordering Party is authorized to sign the contract with the next economically most favourable Tenderer.

# ADDITIONAL INFORMATION

During the tender submission period, the Tenderers may request additional clarifications or information related to the subject of procurement or related to the Public Tender Invitation itself. Clarification request are to be sent via e-mail to [igor.dodig@nexe.hr](mailto:igor.dodig@nexe.hr) or by mobile phone to+ 385 98 966 79 42. The Ordering Party undertakes to respond to inquiries for clarifications arising within the deadline for submission of tenders concluding on the fifth (5th) day preceding the day marked as the deadline for submission of tenders. If the request for clarification arrives in the period after the fifth (5th) day preceding the closing of the deadline for submission of tenders, the Ordering Party is not obliged to respond to the request.

The Ordering Party reserves the right to amend the Public Tender Invitation during the tender submission period. In case of amendments, the Ordering Party will ensure the availability of amended data through the same media on which the Public Tender Invitation was published. In case of amendments, the deadline for submission of tenders will be extended in proportion to the new amendments.

If there are amendments to the Public Tender Invitation during the last 5 days prior to the expiration of the initial deadline for submission of tenders, the deadline for submission of tenders will be extended by a minimum of 5 days counting from the date of publication of the amendments.

# ANNEXES

1. Annex 1. Tender sheet
2. Annex 2. Bill of Quantities
3. Annex 3. List of completed contracts
4. Annex 4. Statement on financial competence
5. Annex 5. Statement on the absence of reasons for exclusion of the Tenderer
6. Annex 6. Procurement contract draft
7. Annex 7. Drawings – current state of the primary processing area