



TENDER DOCUMENTATION

**Automatic blasting plant and manual liquid coating production line
with power and free conveyor and staff training**

Publication reference: IOPK-19-20

Note: The documentation is originally made in Croatian and English language. In case of disagreement or dispute, the text written in English language shall prevail.

Kalinovac, January 2020

1.	GENERAL INFORMATION	2
1.1.	Information on Contracting Authority	2
1.2.	Information on Contact person responsible for communication with tenderers	2
1.3.	Publication reference	3
1.4.	Type of procurement procedure	3
1.5.	List of economic entities with whom the Contracting Authority is in a conflict of interest	3
2.	INFORMATION ON THE SUBJECT OF THE PROCUREMENT	3
2.1	Subject of procurement.....	3
2.2	Technical specifications/ job description and all relevant technical details of the procurement subject	4
2.3	Estimated procurement value	4
2.4	Place of delivery of Procurement subject.....	4
2.5	Deadline for delivery of Procurement subject	4
3.	DEADLINE FOR OFFER SUBMISSION	5
	Date, time and place for offers submission.....	5
4.	REQUIRED COMPETENCES OF THE TENDERERS	5
4.1	PROFESSIONAL CAPACITY	5
4.2	ECONOMIC AND FINANCIAL CAPACITY.....	5
4.3	TECHNICAL AND PROFESSIONAL CAPACITY.....	6
5.	INFORMATION ON THE OFFER	6
5.1	Content and methodology of the offer	6
5.2	Rules for submitting the documentation	7
5.3	Submission of offers	7
5.4	Methodology for determining the price of the offer	8
5.5	Selection criteria	9
5.6	Validity period of the offer	9
5.7	Cost of preparing the offer	9
6.	REVIEW AND EVALUATION OF OFFERS	9
	Clarification and supplement of tenders.....	9
7.	CONTRACT AWARD OR ANNULMENT DECISION	10
8.	GUARANTEES.....	11
8.1	Tender guarantee	11
8.2	Performance guarantee	12
8.3	Defects liability guarantee	12
8.4	Pre-financing guarantee	12
9.	DEADLINE, METHOD AND THE CONDITIONS OF PAYMENT	13
10.	GROUND FOR OBLIGATORY EXCLUSION OF THE TENDERER.....	13
11.	APPENDIXES	14

1. GENERAL INFORMATION

1.1. Information on Contracting Authority

Contracting Authority's name RASCO tvornica komunalne opreme Ltd.
and location: Kolodvorska 120 b, 48361 Kalinovac, Croatia
VAT No.: 12710048305
Registration No.: 010008261
Phone number: +385 48 883 112
Fax number: +385 48 280 146
Web page: www.rasco.hr
Authorized person: Ivan Franičević, CEO

Rasco Ltd. is implementing the project "Capacity building and technological optimization for a sustainable global competitiveness of Rasco Ltd", contract No. KK.03.2.1.15.0061, under the Call for proposals „Construction and equipping of manufacturing capacities of SMEs“, call reference KK.03.2.1.15, launched by Ministry of Economy, Entrepreneurship and Crafts. The project is co-financed by European Regional Development Fund in accordance with Operative Programme Competitiveness and Cohesion 2014-2020.

1.2. Information on Contact person responsible for communication with tenderers

Name and surname: Ružica Petrićec Fabijanec, board member for finance and business operations
Mobile phone: +385 98 980 4318
E-mail address: rpetricec@rasco.hr

Tenderers may require additional information or clarifications regarding the Procurement documentation. Additional information and explanations will be published on the website www.strukturnifondovi.hr without revealing information regarding the submitter of the request.

The request shall be considered as timely, if received not later than the eighth (8th) day before the deadline for submission of offers. If the request is submitted in a given period, the Contracting Authority shall publish latest additional information or clarifications regarding the tender documentation no later than the fifth (5th) day before the deadline for submission of offers.

If the Contracting Authority changes tender documentation during the tender submission deadline, the Contracting Authority shall ensure the availability of amendments to all interested tenderers on the website www.strukturnifondovi.hr. Extension of the period shall be in proportion to the importance of clarification.

Communication and any other information exchange between the Contracting Authority and respective Tenderers shall be made in written form. Tenderers' written requests for clarification shall be submitted to the email address: rpetricec@rasco.hr.

1.3. Publication reference

IOPK-19-20

1.4. Type of procurement procedure

Procedure with the publication of the procurement notice.

The procurement is being conducted based on Appendix 4. Procurement procedure for Entities not subject to Public Procurement Act, of Call for proposals „Construction and equipping of the manufacturing capacities of SMEs“, Call reference: KK.03.2.1.15 which is available at www.strukturnifondovi.hr.

1.5. List of economic entities with whom the Contracting Authority is in a conflict of interest

The procurement board members, the person authorized to represent the Contracting Authority and the appointed person for the implementation of the procurement procedure act in accordance with the principles of avoiding conflicts of interest and are excluded from the procurement procedure in case when conflict of interest occurs. Economic entity is excluded from the procurement procedure in case when the conflict of interests cannot be efficiently eliminated by excluding the aforementioned persons or by taking other measures.

Contracting Authority shall not enter into procurement contracts with the following economic entities:

1. Rasco Holder d.o.o. Kolodvorska 120b, 48361 Kalinovac, Croatia
2. Rasco TAMP d.o.o. Eugena Savojskog 6, 24400 Senta, Serbia
3. Rasco BH d.o.o. Gundulićeva 76, 78000 Banja Luka, Bosnia and Herzegovina
4. Rasco komunalna oprema d.o.o. Ul. XIV. Divizije 14, 3000 Celje, Slovenia
5. MOBILISIS d.o.o. Varaždinska ulica br. 8, II odvojak, 42000 Varaždin, Croatia
6. Gumix Elastor d.o.o. Bana Josipa Jelačića 21, Gradina, Croatia
7. CESTAR - PZC VARAŽDIN d.d. i dr.k.d., Kralja Petra Krešimira IV 25, Varaždin, Croatia

2. INFORMATION ON THE SUBJECT OF THE PROCUREMENT

2.1 Subject of procurement

Subject of procurement is automatic blasting plant and manual liquid coating production line with power and free conveyor and staff training for proper line operation. The line will be placed in the annex of Hall 5. The plant is an integral surface protection line for metal parts composed of the elements connected by a power and free material conveyor.

The subject of procurement is not divided into lots, since it represents a connected functional whole. The tenderer must submit its tender for the entire subject of procurement.

All of the machines that are subject of the procurement, according to “Technical specifications” described in Appendix 4, include delivery to Contracting Authority’s premises (according to INCOTERMS 2020 DAP Kalinovac), loading, installation (lodging and boarding expenses should be

covered by the tenderer), commissioning and training of Contracting Authority's staff for safe and correct handling of the surface protection line. Machines offered must be new.

2.2 Technical specifications/ job description and all relevant technical details of the procurement subject

The technical component of the procurement subject is described in Appendix 4 „Technical specifications,, of the Tender Documentation. In addition to filled Appendix 4, the Tenderer must enclose documents which attest conformity of the offered items with the requests and criteria prescribed in the Technical specifications (such as technical specifications, producer's technical data, catalogues and similar).

For all manufacturers, product types, standards or norms, stipulated in Appendix 4 and supporting documents, applies „or equivalent“. The sole proof of equivalence is delivered by the Tenderer within the offer, by any appropriate means, such as technical specifications, producer's technical data, catalogues and similar. The purpose of the proof of equivalence is to evaluate whether the offered items have the prescribed features.

Quantity of the subject of procurement is defined in the Financial offer (Appendix 5 of the Procurement Documentation).

Trainings for Contracting Authority's employees must be conducted in Croatian or English language and must include topics of proper handling of all segments of the delivered equipment at the Contracting Authority's premises.

2.3 Estimated procurement value

Estimated value of this procurement is 6.155.918,94 HRK (VAT excluded), i.e. 827.660,21 EUR according to the middle exchange rate of the Croatian National Bank (HNB) on the date of publication of the tender documentation (1 EUR = 7,437737 HRK).

2.4 Place of delivery of Procurement subject

Place of delivery of Procurement subject is at Contracting Authority's premises: Kolodvorska 120b, 48361 Kalinovac, Croatia. Delivery terms: INCOTERMS 2020 DAP Kalinovac.

2.5 Deadline for delivery of Procurement subject

Deadline for delivery of Procurement subject starts after the Contract signature and is set at the latest until **1st October 2020**.

The Subject of procurement will be considered as delivered on the day when Final acceptance certificate for Procurement subject is signed. Final acceptance certificate for Procurement subject will be signed after the completion of delivery to Contracting Authority's premises (DAP Kalinovac), loading, installation, commissioning and training for Contracting Authority's staff.

Deadline for physical delivery of the entire plant to Contracting Authority's premises in Kalinovac (not including installation, commissioning and training) is 7th September 2020.

The Supplier and the Contracting Authority reserve the right to extend the deadline for delivery of Procurement subject in following cases:

- force majeure,
- if a reason which allows the Contracting Authority to extend the deadline for contract execution occurs, e.g. postpone in dynamics of infrastructural works on construction of the hall in which the equipment will be placed,
- if it is necessary for enforcement of public law bodies' measures.

The Tenderer shall pay the Contracting Authority for late delivery for every day which shall elapse between the deadline for delivery and the actual date of delivery, to liquidated damages equal to 5‰ daily of the value of the undelivered supplies to a maximum of 5% of the total value of the contract (VAT excluded).

3. DEADLINE FOR OFFER SUBMISSION

Date, time and place for offers submission

Offer, regardless of the means of delivery, must be received by the Contracting Authority, no later than:

19th February 2020 until 16:00 A.M.

at the address of Contracting Authority stated in Section 5.3. of Procurement documentation. The offers received after the deadline for submission will not be subject of evaluation.

4. REQUIRED COMPETENCES OF THE TENDERERS

In order to determine conditions and requirements for execution of the contract, potential Tenderers are obligated to enclose proofs in their tender which prove:

- professional capacity
- economic and financial capacity
- technical and professional capacity

4.1 PROFESSIONAL CAPACITY

The Tenderer must demonstrate **its record into court, craft, professional or other appropriate register of the economic entity's country of incorporation**. The entry in the register is proven by the appropriate extract or certificate. If it cannot be issued in the country of the residence of the economic entity, the statement with certified signatures of the competent authorities may be delivered instead. Extract, certificate or statement proving the entry in the register must not be older than three months from the date on which Procurement Notice is published.

4.2 ECONOMIC AND FINANCIAL CAPACITY

The Tenderer must prove it had generated a **total annual revenue in the minimum amount of double estimated value of this procurement (VAT excluded) for any of the last three recorded financial years** depending on the date of incorporation or the start of performing economic activities.

In order to determine the eligibility of the offer, if the proofs of satisfying conditions of ability are expressed in foreign currency, the amounts of the offer will be converted into the kuna (HRK) according

to the middle exchange rate of the Croatian National Bank (HNB) valid on the day of publication of the Procurement Notice (7,437737 HRK = 1 EUR).

As **proof** of satisfying the condition of financial capability the Tenderer delivers income statement or other appropriate financial statement for the given period.

4.3 TECHNICAL AND PROFESSIONAL CAPACITY

The Tenderer must prove that he has duly **executed at least one supply of the same or similar procurement subject** during the year in which the procurement procedure started (2020) and/or during the three years preceding that year. Value of a single supply contract (VAT excluded) which proofs the fulfilment of this criterion must be minimum in the amount of estimated value of this procurement (VAT excluded).

As **proof** of the fulfilment of technical and professional capacity, the tenderer submits a list of deliveries of supplies (Appendix 3 of the Documentation) which contains the subject of the contract, the amount of the contract without VAT, the year of completion and the name of the other contracting party.

The Contracting Authority may directly ask the counterparty to verify the data on supply delivery stated on the list of contracts.

In order to determine the eligibility of the bid, if the proof of satisfying conditions of ability are expressed in foreign currency, the contract amounts will be converted into the kuna (HRK) according to the middle exchange rate of the Croatian National Bank (HNB) valid on the day of publication of the Procurement Notice.

5. INFORMATION ON THE OFFER

5.1 Content and methodology of the offer

Tenderer shall submit an offer in the original which contains documentation that is arranged, bounded and signed in designated places by a person authorized to represent the tenderer or his or her assignee with mandatory submission of documents proving the authorization.

The offer must consist of at least:

- Completed tender sheet (Appendix 1),
- Statement on non-existence of grounds for exclusion (Appendix 2),
- Required Tenderers competency documents (Section 4 of the Documentation):
 - Evidence of record into court, craft, vocational or other appropriate register of the economic entity's country of incorporation,
 - Income statement or other relevant financial statement for last three financial years
 - List of contracts on delivery of supplies (Appendix 3).
- Completed technical specifications (Appendix 4),
- Documents which attest conformity of the offered items with the requests and criteria prescribed in the Technical specifications (e.g. technical specifications, producer's technical data, catalogues and similar)
- Financial offer (Appendix 5)
- Tender guarantee original, if applicable (Section 8.1 of Documentation)

The offer must be made in a paper form, printed or written in inerasable ink. When making the offer, Tenderer must comply with the requirements and conditions of this Documentation. Tenderer cannot modify and supplement the text of the Tender documentation.

The offer, together with other supporting documentation, must be made in Croatian or English language. Appendix 4 to Documentation (Technical Specifications) contains professional technical terminology with a wide international use, and therefore is prepared (and must be filled) only in English language, since no suitable translation to Croatian is available.

For any documents submitted in other languages, the Tenderer is obliged to enclose a translation to Croatian or English.

The offer is bound in a manner to disable any subsequent extraction or insertion of sheets or parts of the offer.

The offer is compiled in a manner to make one whole. If the offer is made in 2 or more parts, each part is bound in a manner to disable any subsequent extraction or insertion of sheets, and within the content of the offer, the Tenderer must state of how many parts the offer is comprised. Parts of the offer such as samples, catalogues, storage media etc. which can't be bound, must be labelled with a name and stated within the content as a part of the offer. Any corrections must be made in a manner to keep the corrected text visible (readable) or demonstrable (e.g. no erasing, coating or removal of letters or prints). Corrections must be dated and attested by Tenderer's signature.

5.2 Rules for submitting the documentation

All the required documents and evidences stated in Section 4, Tenderers may submit in original, certified or uncertified copies or in the form of electronic print of e-registry of the competent authority. All tender forms which require Tenderer's authorized person's signature, must be submitted in original. If the tender guarantee is in the form of bank guarantee, it must be submitted in original. In case of doubt in the veracity of the data in the supporting documents, Contracting Authority can contact the competent authorities for information about Tenderer, and in the case when Tenderer is based in another country, it may request the cooperation of the competent authorities.

5.3 Submission of offers

The offers shall be submitted in a sealed envelope, directly to the Contracting Authority or by postal services to the address: RASCO tvornica komunalne opreme d.o.o., Kolodvorska 120 b, 48361 Kalinovac, Croatia.

An envelope layout proposal:

RASCO tvornica komunalne opreme d.o.o. Kolodvorska 120 b, 48361 Kalinovac, Croatia Procurement subject: Automatic blasting plant and manual liquid coating production line with power and free conveyor and staff training Publication reference: IOPK-19-20 -DO NOT OPEN-
--

On the back of the envelope:

<Name and address of the Tenderer>

Tenderer independently decides which of the stipulated methods of submission he will use and solely bears the risk of potential loss or untimely offer submission. If the envelope is not marked in accordance with the requests from this Documentation, the Contracting Authority waives any responsibility in case of loss or premature tender opening.

The offers as well as the supporting documentation, except for the tender guarantee original, shall not be returned to the Tenderers.

No alternate offers are allowed. In case a Tenderer participates in multiple offers, all such offers shall be rejected.

The Tenderer can, until the due date for the submission of offers, submit modifications and/or amendments to the offer or waive the offer. Modifications and/or amendments to the offer are submitted in the same manner as the main offer with a mandatory indication that it is a modification and/or amendment to the offer. In that case, the offers are opened in a reverse chronological order of their submission time, and the time of submission of the last version of modification/amendment is considered as tender submission time. If an amendment or modification of the offer expresses discount, new financial offer (Appendix 5) in which discounts are stated must be delivered with revised offer.

Tenderer may, until the due date for the submission of offers, withdraw the offer by a written statement until the deadline for submission expires. The written statement shall be submitted in the same manner as the main offer with a mandatory indication that it is offer withdrawal. In case of withdrawal, unopened offer will be returned to the Tenderer.

5.4 Methodology for determining the price of the offer

The Tenderer is obliged to enter price for each item of the Financial offer and the total price of the offer, in the way specified by the Financial offer (Appendix 5), as well as enter the price of the offer, in the manner as specified in the Tender sheet (Appendix 1).

The tenderer delivers the offer with the price in Croatian Kuna (HRK) or in Euros (EUR). The price of the offer shall be written in figures and rounded to two decimal places. The price of the offer is fixed during the term of the procurement contract, as well as the unit prices. The Supplier may reduce the unit prices due to granting a discount during the contract execution, market harmonization and similar.

If the price of the offer is not expressed in Croatian Kuna (HRK), for comparison purposes of the offers, offer prices will be converted into Croatian Kuna according to the Croatian National Bank middle exchange rate, valid on day of the publication of the Procurement Notice.

The price of the offer must include all costs and discounts. The same is applied to any modifications and/or amendments of the offer. In that case, a new Tender form (Appendix 1) and a new financial offer (Appendix 5) in which discounts are stated must be delivered in printed form with the revised offer. In case the Tenderer does not apply the above described procedure, such offer will be found incomplete and shall not be accepted.

If the tenderer does not operate within the VAT system, it should be stated in the Tender form. Prior to the submission of the offer, the Tenderer is required to study the complete Tender documentation based on which he will offer the subject of procurement.

5.5 Selection criteria

The sole criterion for selection of offers is the lowest price.

If two or more valid offers are equally ranked according to the selection criteria, the Contracting Authority shall select the offer received earlier. If Tenderer submits modifications and/or amendments to the offer, the time of delivery is considered the time of delivery of the latest version of the offer.

5.6 Validity period of the offer

The validity period of the offer is at least 60 days from the deadline for submission of offers. The Contracting Authority shall reject the offer which validity option is shorter than required. If the validity period of the offer expires, the Contracting Authority will demand for its extension and for that purpose give an appropriate deadline to the Tenderer. At the request of the Contracting Authority, the Tenderer may extend the period of validity of his offer.

5.7 Cost of preparing the offer

The cost of preparing and submitting the offer is entirely borne by the tenderer.

6. REVIEW AND EVALUATION OF OFFERS

After the deadline for submission of tenders, the Contracting Authority examines and evaluates the content of the submitted offers in regard to the criteria defined in the Tender documentation.

During the tender review and evaluation process, the Contracting Authority:

- Checks the content of the submitted offers
- Compares the content of the offers with the technical specifications, and all relevant technical details of the subject of procurement,
- Affirms whether all of the prescribed procurement conditions are fulfilled (in terms of set deadlines, required documentation, selection criteria).

Clarification and supplement of tenders

In the procedure of review and the evaluation of the bids, the Contracting Authority may invite the Tenderers within a time limit of 5 to 15 calendar days to clarify or supplement the documents required according to the existence of the exclusion criteria and the required competences, to remove any errors, shortcomings or omissions that can be removed, with the clarification or completeness in relation to the mentioned documents being not considered to be an alteration of the bid.

In the review procedure and evaluation of the offer, the Contracting Authority may invite the tenderers within a time limit of 5 to 10 calendar days, to clarify individual elements of the bid in the part pertaining to the offered object of the procurement. Clarification should not result in an offer change.

7. CONTRACT AWARD OR ANNULMENT DECISION

Decision on exclusion of the tenderer/Decision on refusal of the offer will be delivered to the Tenderer to which it applies, if applicable.

Based on the review of tenders and tender evaluation, the Contracting Authority is obligated to refuse:

- An offer which is not complete,
- An offer which is contradictory to the stipulations of the Tender documentation,
- An offer in which the price is not shown in the absolute value,
- An offer which contains errors, shortcomings or uncertainties if those errors, shortcomings or uncertainties are not removable,
- An offer in which, by modifications and/or amendments in accordance with regulations, an error, shortcoming or uncertainty is not removed,
- An offer which does not meet the conditions regarding the procurement subject features, and by that is not meeting the conditions from the Tender documentation,
- An offer for which the Tenderer has not, in written form, accepted the correction of the calculation error,
- In case the required guarantees are not submitted.

Contracting Authority may exclude the Tenderer if the conditions from the Tender documentation are not met or if the price of the offer exceeds the defined procurement budget.

Contracting Authority shall inform, in writing, all of the tenderers on winning Tenderer, enclosing the copy of the Contract award decision and written notice with explanation on rejection of their offer.

Contract award decision contains at least:

- Name and address of the selected tenderer,
- Total value of the selected offer.

Decision on exclusion/rejection of the offer contains at least:

- Name and address of the tenderer whose offer is being excluded/rejected,
- Grounds for exclusion/rejection of the offer.

Decision on exclusion/rejection of the offer shall be delivered to the tenderer to whom it refers.

After selecting the most favourable offer, the Contracting Authority will sign contract with the winning Tenderer. Procurement contract is concluded under the terms of Tender documentation and selected offer.

Contracting Authority will cancel the procurement procedure if after the deadline for submission of offers:

- No offers were submitted;
- Has not received a single valid offer;
- After the offer refusal there is not a single valid offer

If there are grounds for annulment of the procurement procedure, the Contracting Authority will immediately issue the annulment decision containing:

- Procurement subject for which the annulment decision is made;
- Explanation of the annulment decision;
- Deadline in which the new procurement procedure will be initiated for the same or similar procurement subject, if applicable;
- Date of annulment and signature of the authorized person.

and will without delay submit the annulment decision to the economic entities who submitted their offers.

The Contracting Authority will without delay publish a notice on procurement procedure annulment on the web site: www.strukturnifondovi.hr

8. GUARANTEES

8.1 Tender guarantee

Within the offer, the Tenderer is obliged to submit a tender guarantee in form of an irrevocable and unconditional bank guarantee or a cash deposit to Contracting Authority's account in the amount of at least 5.000,00 EUR, i.e. 37.188,69 HRK according to the middle exchange rate of the Croatian National Bank (HNB) on the date of publication of the tender documentation (1 EUR = 7,437737 HRK).

Within the guarantee, the Contracting Authority must be stated as a guarantee beneficiary. The validity period must be in accordance with the offer validity period, i.e. at least 60 (sixty) days.

Tender guarantee must be delivered in 1 original and 1 uncertified copy. Original is submitted in a sealed plastic envelope, which is also a part of the bound offer. The guarantee original document cannot be damaged in any ways (piercing, stapling or similar) that would affect its validity. The uncertified copy shall be enclosed after the original.

Instead of bank guarantee, the Contracting Authority accepts also a cash deposit to its bank account IBAN: HR9424840081106185881 opened at Raiffeisenbank Austria d.d. Zagreb, SWIFT code (for foreign payments): RZBHR2X with indication of payment purpose „Tender guarantee – publication reference IOPK-19-20“. Printed copy of a payment receipt must be enclosed within the offer. Tenderer should ensure that cash deposit is cleared at the Contracting Authority's bank account at least at the final date for submission of offer.

The Contracting Authority shall return the tender guarantee to the tenderers immediately after the completion of procurement procedure which ends by delivery of award/annulment decision. The Contracting Authority shall return the tender guarantee to the selected tenderer after the performance guarantee is delivered.

Any shortcomings in terms of amount, period of validity and other above-mentioned conditions shall be found unremovable and the offer containing such guarantee shall be rejected.

Tender guarantee can be activated in following cases:

- The Tenderer withdraws his offer within the period of offer validity,
- The Tenderer has submitted false data regarding proofs prescribed in point 4. and point 10. of the Tender Documentation,
- The Tenderer did not deliver originals or certified copies of the proofs upon Contracting Authority's request,
- The Tenderer declined to sign the Contract,
- The Tenderer did not deliver performance guarantee.

If the offer validity expires, the Contracting Authority shall ask the Tenderer to extend the validity of the offer as well as the validity period of the tender guarantee. If the tender guarantee is not activated, the Contracting Authority shall return it to the tenderer immediately after the completion of procurement procedure.

8.2 Performance guarantee

Within 15 days upon contract signature, the selected tenderer is obliged to deliver performance guarantee in form of an irrevocable and unconditional bank guarantee or a cash deposit to Contracting Authority's account in the amount of at least 50.000,00 EUR, i.e. 371.886,85 HRK according to the middle exchange rate of the Croatian National Bank (HNB) on the date of publication of the tender documentation (1 EUR = 7,437737 HRK), for the cases of breach of contractual obligations by the selected Tenderer.

Within the guarantee, the Contracting Authority must be stated as a guarantee beneficiary. The validity period must be at least 60 days after the envisaged deadline for delivery of Procurement subject, i.e. at the earliest until **30th November 2020**. In case the deadline for delivery is postponed by a written agreement between the Contracting Authority and the selected Tenderer, the period of performance guarantee validity must be proportionally extended.

8.3 Defects liability guarantee

The selected tenderer is obliged to deliver manufacturers' Warranty statements for all parts of the delivered equipment. Minimum warranty duration is 24 months or 4000 working hours, depending on which occurs earlier, following the signature of Final acceptance certificate for the Procurement subject.

In addition to the producer's Warranty statements, at the latest until signature of the Final acceptance certificate for the Procurement subject, the selected Tenderer is obliged to deliver a defects liability guarantee in form of an irrevocable and unconditional bank guarantee or a cash deposit to Contracting Authority's account in the amount of at least 50.000,00 EUR, i.e. 371.886,85 HRK according to the middle exchange rate of the Croatian National Bank (HNB) on the date of publication of the tender documentation (1 EUR = 7,437737 HRK), for the cases of non-removal of malfunctions within the warranty period.

Within the guarantee, the Contracting Authority must be stated as a guarantee beneficiary. The validity period must at least 25 months following the signature of Final acceptance certificate for the Procurement subject.

8.4 Guarantee for advance payment

Within 10 days upon contract signature, the selected tenderer is obliged to deliver a guarantee for the advance payment in a form of an irrevocable and unconditional bank guarantee in the amount of 30% of total contract value (the same value as the advance payment). Immediately upon delivery of the advance payment guarantee, the Contracting Authority shall pay the advance payment to tenderer.

Within the guarantee, the Contracting Authority must be stated as a guarantee beneficiary. The validity period of the guarantee for advance payment must be at least 30 days after the envisaged deadline for delivery of Procurement subject, i.e. at the earliest until **31st October 2020**. In case the deadline for

delivery is postponed by a written agreement between the Contracting Authority and the selected Tenderer, the period of performance guarantee validity must be proportionally extended. The advance payment guarantee is activated in case of inappropriate spending or retention of advance payment by the supplier, and in any case if the supplier does not deliver the entire plant to the prescribed place of delivery until **07th September 2020**.

9. DEADLINE, METHOD AND THE CONDITIONS OF PAYMENT

Payment is conducted in accordance with the Contract with the selected Tenderer on the Tenderer's bank account, exclusively via bank transfer, according to the following dynamics:

- Advance payment in the amount of 30% of the total contract value – within 10 days from the date of the Contract signature, but not before receiving the guarantee for the advance payment from the Supplier
- 60% of the total contract value before delivery – within 3 days after the Contracting Authority has been noted in written form on readiness of the equipment for shipment at Supplier premises
- 10% of the total contract value – within 30 days upon delivery and signing the Final acceptance certificate for Procurement subject.

10. GROUNDS FOR OBLIGATORY EXCLUSION OF THE TENDERER

The Contracting Authority is obliged to exclude the tenderer from the procurement procedure if:

- 10.1** If the tenderer or a person legally authorized for its legal representation is convicted for involvement in a criminal organization, corruption, fraud, terrorism, financing of terrorism, money laundering, child labour or other forms of trafficking
- 10.2** If the tenderer failed to pay tax arrears and mandatory contributions for pension and health insurance, unless a special law prevents the economic entity from paying such contributions or if delayed payment has been approved.
- 10.3** If the tenderer has misrepresented or provided false information concerning the conditions specified by Contracting Authority as reasons for exclusion or as qualification requirements.
- 10.4** If, in the period of two years preceding the beginning of the tender procedure, the economic operator has been guilty of grave professional misconduct proven by any means which Contracting Authority can justify.

For the purpose of attesting the circumstances described in point 10. the tenderer must submit the Statement (Appendix 2 of the Tender Documentation). The statement must be signed by tenderer's authorized representative.

At any moment of the procurement procedure until the contract signature, the Contracting Authority reserves the right to request one of the documents (certificates, excerpts or similar) attesting the non-existence of situations stated in points 10.1 – 10.4, if such documents are issued in tenderer's residence state and the tenderer is able to obtain them.

11. APPENDIXES

Appendix 1 – Tender sheet

Appendix 2 – Statement on non-existence of grounds for exclusion

Appendix 3 – List of contracts

Appendix 4 – Technical specifications

Appendix 5 – Financial offer