

Date: 11 November 2020

INVITATION TO TENDER

**for Procurement and Implementation of the Software With the Working Title
„PSOD ERP system“**

Procurement reference: PSOD-IKT2-04

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1. PROCURING ENTITY INFORMATION

Procuring Entity name: Law Firm Porobija & Špoljarić LLC

Address: Kolodvorska 12, Varaždin

Personal Identification Number (OIB): 02347849218

Phone: +385 42 373 100

2. COMMUNICATION OF THE TENDERER WITH THE PROCURING ENTITY

Contact Information

Contact persons: Marko Porobija, Romina Štaba (+385 42 373 100)

E-mail: primary: IKTprojekt@psod.hr; secondary: marko.porobija@psod.hr, romina.staba@psod.hr

Mode of Communication

Communication and any other exchange of information between the Procuring entity and the Tenderer will be done via e-mail with the specified contact persons.

For ease of communication and the purposes of the audit trail, messages shall be entitled:

**„Procurement of Software Development and Implementation With the Working Title 'PSOD ERP system'“
– clarification request of the Invitation to Tender for Procurement.**

The Principle of Transparency and Equal Treatment

Due to the principle of transparency, equal treatment of all parties involved and the needs of the audit trail, the Procuring Entity shall respond to the request for further information and clarification if the request is sent by e-mail to the addresses as mentioned above (we ask that both addresses be added to the recipients of the message).

NOTE:

Considering that „Rules on the Implementation of the Procurement Procedure for the Non-Subjects to the Public Procurement Act“, Version 4.0, which define mandatory elements of the Invitation to Tender, provide for the mandatory addition of telephone contact, the above stated has been added to the Invitation to Tender. However, **please note that this method of communication is non-transparent and leaves no audit trail. For the purpose of equal treatment of all Tenderers, in the event of a telephone call, Tenderers will be asked to make the same inquiry via electronic mail** to provide an audit trail and to provide a response to the inquiry to all potential Tenderers through the website www.strukturnifondovi.hr.

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For the purpose of equal treatment of all Tenderers, **all responses to the queries received in the manner defined above will be published on the website: www.strukturnifondovi.hr.**

Compliance With the General Data Protection Regulation (GDPR)

In order to protect the data, the queries will be anonymised; i.e., the published answers to the questions will not indicate which potential Tenderer sent the query.

Data Exchange with the Managing Authority (UT), First Level Intermediate Body (PT1), Second Level Intermediate Body (PT2), Authorities of the Management and Control System (SUK) and Third Parties

Please note that all of the queries mentioned above, including the identity of the query sender, in accordance with the Procuring Entity's contractual obligations, will be forwarded to HAMAG BICRO for project implementation reporting purposes and the purpose of the audit trail, while HAMAG BICRO, in the role of PT2, is authorised to pass on the information to other bodies in the SUK and the European Commission.

Publication of the Response to the Tenderer's Queries

Provided that the request is timely¹, the latest additional information and explanations regarding the Invitation to Tender shall be made available by the Procuring Entity on the website www.strukturnifondovi.hr no later than two (2) days before the deadline for the submission of tenders.

Changes to the Invitation to Tenders and Deadlines for Submission of Tenders

If the Procuring Entity changes documentation that is an integral part of the Invitation to Tender during the deadline for submission of tenders, it will ensure that changes are available to all interested economic operators at the same place where the required Procurement Notice (hereinafter referred to as: OoN), Invitation to Tenders and documentation clarifications were published. **The Procuring Entity shall not be obliged to inform each Tender individually of the mentioned changes.**

If deemed necessary, the Procuring Entity may extend the deadline for submission of tenders, and the extension will be proportional to the importance of clarification and/or modification of the documentation in accordance with the Procuring Entity's assessment.

Unless there is a need for significant changes to the OoN, Invitation to Tender or any document that forms an integral part of the Invitation to Tender, the Procuring Entity shall not have the right to extend the

¹ The request is timely if it is submitted to the Procuring Entity no later than during the fifth (5) day before the day on which the deadline for submission of the Tender expires.

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initially announced deadline for the submission of tenders since this violates the principles of transparency, raises suspicion of favouring a particular Tender and places the Procuring Entity at risk of financial corrections.

3. LIST OF ECONOMIC OPERATORS WITH WHICH THE PROCURING ENTITY IS IN CONFLICT OF INTEREST

Implementation of the Procurement Process

Procurement procedure for the needs of Law Firm Porobija & Špoljarić LLC is carried out by the Procuring Entity, Law Firm Porobija & Špoljarić LLC itself.

Declaration of No Conflict of Interest

There are no economic operators with which the Procuring Entity is in a potential conflict of interest.

Provisions of the Public Procurement Act (PPL) Regarding the Conflict of Interest

Legal basis of this chapter is not defined in the document "Procurement procedures for the Non-Subjects to the Public Procurement Act", but by the PPL which defines a conflict of interest as follows:

Article 76.

(1) Conflict of interest between the procuring entity and the merchant undertaking includes situations when representatives of the procuring entity or the provider of procurement services operating on behalf of the procuring entity, taking part in the execution of public procurement procedure or able to affect the outcome of that procedure, have, directly or indirectly, a financial, commercial or any other personal interest that might be considered harmful to their objectivity and independence in the course of the procedure, and especially::

- 1. if the representative of the procuring entity is simultaneously an officer of the merchant undertaking, or*
- 2. if the representative of the procuring entity is the owner of shares, stocks or other security rights entitling him/her to participation in management or capital of that merchant undertaking in more than 0,5%.*

(2) A representative of the procuring entity for purposes of this article is:

- 1. chief executive officer and/or member of the management, executive and supervisory body of the procuring entity*
- 2. a member of the expert committee for the public procurement*

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3. *other person involved in the execution or able to affect the procuring entity's decisions in the public procurement procedure, and*
4. *persons from items 1., 2. and 3. of this paragraph at the provider of procurement services operating on behalf of the procuring entity.*

(3) The merchant undertaking from paragraph 1 of this article is the tenderer, a member of the consortium or subcontractor.

Conflict of interest prevention

The Procuring Entity shall take appropriate measures in the procurement process to effectively prevent, identify and eliminate conflicts of interest in the procurement process in order to avoid distortions of competition and to ensure equal treatment of all economic operators.

All members of the Selection Committee will also sign an appropriate Declaration of No Conflict of Interest before proceeding with the evaluation of the Tenders received.

In accordance with the provisions of the „Rules on the Implementation of the Procurement Procedure for the Non-Subjects to the Public Procurement Act“, a person authorised to represent NOJN or the person appointed to conduct the procurement procedure of the NOJN is exempted from the procurement procedure in the event of a conflict of interest.

4. LAUNCHING THE PROCUREMENT PROCEDURES

The beginning of the bidding process with the publication of the Procurement Notice (hereinafter referred to as: OoN) shall be considered the first day after the publication of the OoN and the Invitation to Tender on the website www.strukturnifondovi.hr. **The Invitation to Tender with annexes was published on 11 November 2020.**

Entire procurement documentation is published in Croatian and in English language. In the event of ambiguities between two versions, Croatian text is considered as valid.

5. ESTIMATED VALUE OF PROCUREMENT

The estimated value of the procurement is HRK 1,015,000.00 (app. EUR 134.050,00) excluding VAT.

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6. LEGAL BASIS

The Invitation to Tender is fully compliant with the provisions of Annex 4. "Rules on the Implementation of the Procurement Procedure for the Non-Subjects to the Public Procurement Act", and the provisions of EU Directives 2014/24/EU² and 2014/25/EU³.

7. TYPE OF PROCUREMENT PROCEDURE

The tendering procedure is conducted on the basis of the "Rules on the Implementation of the Procurement Procedure for the Non-Subjects to the Public Procurement Act", version 4.0, which is an integral part of the documentation of the Invitation KK.03.2.1.19 - **procurement procedure with mandatory disclosure**. Aforementioned rules are available at <https://strukturnifondovi.hr/>.

The subject of procurement is the

- a) development and implementation of a multimodular software for managing the Procuring Entity's business with the working title „PSOD ERP system“, with detailed information on the subject of procurement described in point 9 of this Invitation and the Annex 6 – Functionality of the PSOD ERP system,
- b) training of employees on the use of the PSOD ERP system,
- c) Included regular maintenance of the system and troubleshooting/debugging after the handover.

Tenderers draw up a Tender for the entire subject of the procurement and only tenders prepared in the manner mentioned above are acceptable (i.e. Tenders relating to only a part of the procurement subject will not be considered).

NOTE:

In order to treat all potential Tenderers equally, Tenders may be submitted at the Consortium of Tenderers or the Tenderer may take on additional subcontractors to carry out specific tasks of the Tender. In this case, the holder of the Tenderer's Consortium or the Tenderer who subcontracts is fully responsible for the conditions stated in the Tender.

NOTE:

Starting the software and integrating it with the existing systems, and educating the employees of the Procuring Entity on the use of the software IS ALSO THE SUBJECT OF PROCUREMENT.

² Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

³ Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC

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Regular system maintenance and troubleshooting for a period of at least one year from the date of final handover over of the completed system to the Procuring Entity, IS ALSO THE SUBJECT OF PROCUREMENT.

The selection criterion is the economically best tender.

8. SUBJECT OF PROCUREMENT DESCRIPTION

The Procuring Entity procures the development and implementation of software with the working title "PSOD ERP system".

The subject of procurement is the development and implementation of software with the working title "PSOD ERP system", whereby the tenderer is obliged to develop, i.e. deliver system architecture, system design, system source and developer code, instructions for use, all in form of usable product.

The subject of procurement is the installation of the system in a digital location specified by the Procuring Entity, the connection and integration of the system with the Procuring Entity's general computer system, and the education of employees of the Procuring Entity on the use of the software.

The subject of procurement is also the system maintenance and troubleshooting/debugging for at least one year from the date of handing over the completed system to the Procuring Entity. Maintenance and troubleshooting/debugging are considered to be: the removal of deficiencies in functionality and program code, customer support, and technical improvements (adjustments of the system to changes in operating systems and individual computer programs used by the Procuring Entity).

More detailed information on the required content of the procurement subject is described in the next section (Technical Specifications), and further detailed elaboration of the procurement subject is provided in Annex 6 – Functionality and System Description.

All interested Tenderers are obliged to take into account the publicly announced Invitation to Tender with the related Annexes when preparing their Tender⁴.

9. CONTENTS OF THE PROCUREMENT SUBJECT

The subject of procurement must be located on-site (on the Procuring Entity's own server). Software-as-a-Service software types are not acceptable - unless they can exceptionally be modified and localized to the Procuring Entity's system. The user interface can be locally hosted (desktop application/mobile application)

⁴ **Annexes** represent forms compiled by the Procuring Entity, **completed by the Tenderer in order to formulate its tender**. Tenders not submitted in the format/forms defined in the Annexes will not be considered.

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or can be configured to be used via Internet browser. The design of the user interface must be consistent with the visual identity of the Procuring Entity and the Procuring Entity has the right to reject the design of the user interface that is not aligned with the visual identity of the Procuring Entity. The procurement subject must be universally compatible, i.e. functional on all most used operating systems (Windows, MacOS, Android, iOS, iPad OS or equivalent systems). The procurement subject must be fully compatible, i.e. interoperable with Microsoft 365⁵ and the applications used in that system and compatible, i.e. interoperable with Adobe Acrobat Pro system⁶.

The procurement subject must include at least the following modules, whereby all modules must be connected and must be able to share information in order to achieve optimum performance:

1. **Time Management** – a calendar and time-keeping system for managing the law firm's tasks (meeting and hearing calendars, case calendars, internal office calendar, employee personal calendars, project assignments, etc.); compatibility and integration with the Microsoft Outlook⁷ calendar is required („plug-in“ or other type of integration)
2. **Case Management** – case management system at the law firm (information on the type of case, the client and other persons in the case, the employees in charge of the case work, the competent authority, the billing, case activities, tasks and deadlines, etc.)
3. **Document Management** – document management system at the law firm (case documents, documents in operation, search by document name/case/content, authorization management); must be deeply integrated with the module that through the „PSOD Online“ Client Portal allows clients through authorization to access their cases; necessary integration with Microsoft 365 and Adobe Acrobat systems; necessary integration with an internal system for automatic document production; possible integration with Microsoft SharePoint⁸ system
4. **Legal Project Management** – system for managing cases/projects of the law firm; necessary integration with Microsoft Office and Adobe Acrobat systems; necessary integration with an internal system for automatic document production; necessary integration with an internal system for automatic document production; necessary integration with the Microsoft SharePoint system
5. **Knowledge Management** – internal knowledge management system at the law firm (decisions of the competent authorities, document forms – contracts, letters, written submissions, directions for dealing with specific situations etc.), general legal knowledge of the jurisdiction (published case law and other practice, professional articles, etc.), and general business information on entities in Croatia and the EU; necessary integration with Microsoft Office and Adobe Acrobat systems („plug-in“ or other type of integration)

⁵ Explicitly stated as a trademark since it is a system that the Procuring Entity already uses in its work and which was procured as part of this project.

⁶ Explicitly stated as a trademark since it is a system that the Procuring Entity already uses in its work and which was procured as part of this project.

⁷ Explicitly stated as a trademark since it is a system that the Procuring Entity already uses in its work and which was procured as part of this project.

⁸ Explicitly stated as a trademark since it is a system that the Procuring Entity already uses in its work

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6. **Customer Relationship Management** – law firm client management system (contact information, contracts and other conditions of cooperation, signed forms in accordance with regulations, connection with other clients, potential jobs, etc.).
7. **Human Resources Management** – human resource management system at the law firm.
8. **Billing System** – smart system for automated account preparation and creation in accordance with the regulations of the Republic of Croatia based on data from other system modules; if the system provides for the issuance of the final invoice, the system of fiscalisation, in accordance with the regulations of the Republic of Croatia, is obligatory; mandatory full integration option with online billing systems
9. **Office Management System** – system for managing the internal business and organizational processes of the law firm (internal acts and procedures, procurement, asset management, cost control, budgeting, archive management, etc.).
10. **Databases** – on competent courts and other competent authorities in Croatia and abroad; on counterparties; on attorneys, notaries, experts and other persons relevant to the operation of the law firm; on suppliers of goods and services; etc. (The Procuring Entity obtains the information itself if it is not available from public systems).
11. **System search engine** – an advanced search engine that allows you to search the entire PSOD ERP system, as well as all documents contained in or related to the PSOD ERP system; OCR reading content of PDF documents is mandatory.
12. **Management of PSOD Online Services** – system for managing individual PSOD Online service modules connected to the PSOD Online system user interface; managing a system that allows clients to access their cases or documents in their cases; a system for online collaboration with clients on cases; CMS content management system for client access to cases; data encryption system.
13. **Integration with internal business communication systems** – the system must be able to connect (integrate) via API, third-party interface, widget or similarly with direct internal communication applications (e.g. Slack, Teams or equivalent systems)
14. **Analytical module** – a system for collecting and analyzing all data concerning the business of a law firm (e.g., revenue vs. cost, expected service price vs. achieved service price, revenues per lawyer, jobs secured per lawyer, profitability per unit of time, billing success, etc.), and the work of a lawyer (success rate per case, lawyer's rating by client, etc.).
15. **Bookkeeping and accounting module** – system for managing business books and documentation of the Procuring Entity in accordance with applicable regulations OR system for complete integration of PSOD ERP system with Procuring Entity's existing bookkeeping and accounting system.

The Tenderer is obliged to be in constant communication with the Procuring Entity during the development of the software module, so that the parts of the system under development can be evaluated, commented and corrected in accordance with the Procuring Entity's instructions in real time.

The subject of procurement must be developed in such a way that all processes within the system are fully compliant with the GDPR and all other regulatory obligations to protect personal data and confidential information.

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The subject of procurement must be fully compliant with the requirements for obtaining the ISO 27001 (Information Security) certification.

The Procuring Entity reserves the right, within the accepted price and functionality offer, to request slight modifications to the mode of operation of certain functionality during system development.

In accordance with the „Rules on the Implementation of the Procurement Procedure for the Non-Subjects to the Public Procurement Act“, Version 4.0 and Annex 12 to Directive 2014/24/EU, to standards defined in the Functionality of the System, the provisions of Chapter 12 of the DZN: Principle of equivalence apply. **Please note that all the specific names in the documentation (Microsoft Office, Adobe Acrobat, Windows, etc.) have been used for the reason that they are already existing software systems used by the Procuring Entity and with which the procurement subject must be able to be integrated without the possibility of an alternative (or equivalent) solution. Therefore, it is not possible to use the term equivalent, because such an indication could mislead the tenderer that the Procuring Entity is also satisfied with a solution based on compatibility with alternative systems.**

NOTE:

For any further clarification of the specifications, please contact us through the contacts listed in Point 2 of this document.

10. COMPULSORY REASONS FOR EXCLUSION – CONDITIONS TO BE MET BY POTENTIAL TENDERERS

The Procuring Entity is obliged to exclude the Tenderer/Tenderer's Consortium from the procedure if:

- a) if he or the person empowered to represent him is legally convicted of the criminal offense of participating in a criminal organization, corruption, fraud, terrorism, terrorist financing, money laundering, child labour or other forms of trafficking in human beings;
- b) if he has not fulfilled his obligation to pay arrears of taxes and liabilities for pension and health insurance, unless, under special law, payment of those obligations is not allowed or delayed payment is granted;
- c) if he has misrepresented or provided false information concerning the conditions stated by the NOJN as reasons for exclusion or the conditions of qualification;
- d) if he is bankrupt, insolvent or in liquidation, if his assets are managed by an insolvency administrator or a court, if he is in settlement with creditors, if he has suspended business activities or is in any similar procedure under national law and regulations;

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- e) if the tenderer has made a grave professional failure in the last three years from the date of the start of the tender procedure, or is guilty of unprofessional treatment, which the Procuring Entity can prove by any means;
- f) if the conflict of interest cannot be eliminated by excluding a member of the Procurement Committee from the procurement procedure in the event of a conflict of interest.

The absence of a reason for exclusion The Tenderer/Tenderer's Consortium proves with the signed Declaration, which he submits with the tender.

The above Declaration has been added as Annex 2 to the Tender Documents. This statement need not be certified by a notary.

11. SELECTION CRITERION

General Information

The criterion for selecting the best Tenderer is the most economically advantageous bid (best value for money).

This criterion, in addition to price, also considers non-price factors.

Selection criteria with all additional clarifications and the legal basis for their use are set out in the text and the Table below.

Procedure in Case of Tenders with Identical number of points

If two or more valid Tenders are ranked equally according to the selection criteria for the Tenders, **the Procuring Entity shall select the Tender received earlier.**

If the Tenderer submits an amendment after the submission of the tender, the time when the last amendment was submitted shall be considered as the time of receipt of the tender.

Division of Criteria

The criteria are divided into the tenderers' eligibility criteria and the criteria for selecting the most economically advantageous tender (hereinafter referred to as the ENP).

Ability criterion

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Ability criteria are the basis for the evaluation of the minimum conditions for the performance of the procurement subject by the Tenderer. **The objective of the capability criteria is to ensure that the Tenderer meets the minimum technical/professional/financial requirements.**

Please note that all specific names in the documentation (Microsoft Office, Adobe Acrobat Pro, etc.) are used solely because they are systems that the Procuring Entity actively uses. The principle of equivalence cannot be applied to all such examples because replacing these existing systems is neither expedient nor meaningful. If you cannot conclude from Point 12 of this document or have any doubts as to whether something is equivalent, please contact us through the contacts mentioned in Point 2 of this document.

The criteria defined and the method of proof with all the additional clarifications are given below:

1. **Proof that the Tenderer has not been blocked for 6 months before the deadline for submission of Tenders.**

CHECK REFERENCE:

It is proven by a relevant document such as: in case of HR: SOL2/BON2 or other equivalent document not older than 30 days; in the case of other countries: in accordance with the regulations of the country where the legal establishment of the Tenderer is, not older than 30 days; in case of absence of an equivalent document, by confirmation of the Tenderer's bank, not older than thirty days.

2. **Proof that the Tenderer/at least one member of the Tenderer Consortium employs/has a business cooperation agreement/has at least two developers with active knowledge of programming languages in which the software will be programmed.**
3. **Evidence that the Tenderer/at least one member of the Tenderer Consortium has successfully completed at least one computer program development project for a legal or financial service provider - alternatively, that the persons who will be in charge of the implementation of the project have evidence of successful work experience on computer program development projects for legal or financial service provider**

CHECK REFERENCE:

Proof of employment/business cooperation:

Copy of employment contract/business collaboration/expert availability statement

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Expertise experience:

Resume with references to the activities which are the subject of the procurement

Experience working on projects:

Credible proof of reference (letter from the procuring entity, screenshots with visible evidence that the Tenderer was working on the project, etc.)

The Tender of the Tenderer or the Tenderer's Community which does not contain all relevant evidence to fulfill the eligibility criteria will be rejected without further consideration.

Criteria for ENP – Tender selection criterion

The criterion for the selection of the tender is the most economically advantageous tender (ENP). The most economically advantageous tender will be considered to be the one which receives the highest number of points by the given criteria. The maximum number of points that can be earned is 100. Tenders are compared based on the total number of points earned. If two or more valid tenders are ranked equally according to the criterion for the selection of the tender, the procuring entity shall select the tender received earlier in accordance with the Tender Receipt Record.

In selecting the most economically advantageous tender (ENP), the procuring entity will use the following criteria:

1. Price and payment
2. Quality

The most economically advantageous tender is the price-quality ratio as shown in the table below:

CRITERION	MAXIMUM RELATIVE IMPORTANCE	MAXIMUM NUMBER OF POINTS
1. PRICE AND PAYMENT		
1.1. Tender price	45 %	45
1.2. Payment deadline, method and terms	5 %	5
2. QUALITY		
2.1. System functionalities	20 %	20
2.2. User Interface Design	5%	5
2.3. Deadline for delivery of the complete PSOD ERP system	15 %	15

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2.4. Included system maintenance and troubleshooting/ debugging after the handover	10 %	10
IN TOTAL:	100 %	100

1. Price and payment

1.1. Price

The Procuring Entity determines the tender price as one of the criteria for selecting the most economically advantageous tender. The maximum number of points that the Tenderer can receive under this criterion is 50. The Tenderer who submits the lowest price offer will receive the maximum number of points.

The point value according to this criterion is calculated according to the following formula: Number of points = The lowest price offered/tender price x 45.

The final cost for the Procuring Entity is given in Annex 1: The Tender Sheet is the object of evaluation during the selection of the best tender.

Since the above stated is the ENP criterion, the price stated in the Tender Sheet represents the final cost for the Procuring Entity, is not subject to additional changes/negotiations and as such will be stated in the Contract with the selected Tenderer.

The Procuring Entity reserves the right to reject any tender where the final price exceeds the estimated value of the procurement.

The price must be stated in HRK (Croatian kuna). By way of derogation, if the tenderer does not have its headquarters in Croatia, it may also state the price of the tender in HRK and in the equivalent of EUR (Euro). Tenders denominated in other currencies are not recognized as valid. In that case, only the middle exchange rate of the Croatian National Bank (<https://www.hnb.hr/en/home>) valid on the day of submitting the tender shall be applied. The price stated in HRK and in EUR equivalent is evaluated exclusively on the basis of the HRK amount when evaluating the tenders. In case of calculation error or discrepancy between EUR and HRK amount, HRK amount is considered the only valid one and possible payments in EUR will be made on the basis of conversion from stated HRK amounts, according to the middle exchange rate of the Croatian National Bank valid on the day of payment.

1.2. Payment deadline, method and terms

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The Procuring Entity, as an additional criterion for selecting the most economically advantageous tender, determines the deadline, method and terms of payment.

Payment deadlines, method and terms can only be equal to or more favorable to the Procuring Entity than the following payment terms:

- up to 20% of the total price is paid as a down payment upon conclusion of the Contract
- up to 50% of the total price is paid during the implementation of the Contract upon fulfillment of the conditions of partial delivery and in proportion to the value of partial delivery (only allowed in the case of partial deliveries)
- at least 30% of the total price will be paid after delivery of the complete PSOD ERP system
- payment currencies are 30 days from the date of invoicing

Conditions of payment that are more favorable to the Procuring Entity are considered to be the conditions under which the Procuring Entity pays as little as possible a fee before full delivery of the PSOD ERP system, and as much as possible a portion of the fee after full delivery of the PSOD ERP system.

The criterion related to the deadline, method and terms of payment is scored as follows:

Payment deadline, method and terms equal to minimum terms – 0 points

Payment of at least 90 % of the total price after delivery of the complete PSOD ERP system (without partial delivery), **or** Payment of at least 40 % of the total price after delivery of the complete PSOD ERP system without significant remarks of the Procuring Entity, with the condition of partial delivery and down payment not exceeding 10 % of the total delivery - 2 points

Payment of at least 95 % of the total price after delivery of the complete PSOD ERP system (without partial delivery) **or** Payment of at least 60 % of the total price after delivery of the complete PSOD ERP system without significant remarks of the Procuring Entity, with the condition of partial delivery and without down payment upon conclusion of the contract - 4 points

Payment of 100 % of the total price after delivery of the complete PSOD ERP system (without or with partial delivery) - 5 points

Delivery of the complete PSOD ERP system is described below under 2.2. "Deadline for Delivery of the Complete PSOD ERP System".

In the event that the terms, conditions and payment method specified in the tender are less favorable to the Procuring Entity than stated here, the Procuring Entity shall reject the tender as inadequate.

2. Quality

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2.1. System functionalities

The criterion related to the functionality of the system (procurement subject) is scored as follows:

The characteristics of the procurement subject meet all the key but not absolutely all the minimum expected functionalities of this Invitation and Annex 6, Columns 2 - 0 points

The characteristics of the procurement subject are equal to all the minimum expected functionalities of this Invitation and Annex 6, Columns 2 – 10 points

The characteristics of the procurement subject are better than the minimum expected functionalities of this Invitation and Annex 6, Columns 2 – 11-20 points

The Tenderer enters the functionalities of the procurement subject in Annex 6, Column 3 – Functionality.

The Tenderer, by signing Annex 7 – the Tender Criteria Statement, confirms that all the functionalities of the procurement subject are entered in Annex 6, Column 3. - Functionality, that these characteristics are binding, accurate, complete and unchanging.

Given that the above stated is the EPN criterion, the functionalities listed in Annex 6, Column 3 constitute a legally binding obligation of the Tenderer, are not subject to additional negotiations and will be listed as such in the Contract with the selected Tenderer.

The key minimum expected functionalities are those functionalities indicated as key in relation to each module in Annex 6, Column 2, letter “K” in parentheses in front of each key functionality.

Features better than the minimum expected functionality can be:

- a) described minimum functionalities with greater possibilities than anticipated and/or
- b) functionalities that are not described in the Invitation to Tender, but improve the subject of procurement or individual module, and/or
- c) combination of points a) and b)

In the event that one or more tenders contain functionalities of the procurement subject better than the minimum functionalities specified in this Invitation and Annex 6, Column 2, then the points will be distributed as follows:

The Tenderer who offers the highest number of functionalities better than the minimum in relation to all the procurement subjects will receive 20 points, and each successive one with the smaller number of functionalities better than the minimum will receive a reduced number of points in such a way that the tenderer who offered the least number of functionalities better than the minimum (whereby the number must be greater than 0) gets 11 points, and all tenderers who have offered a number of functionalities better than the minimum functionalities greater than the minimum and less than the highest will receive a number of points proportionate to the ratio between their number of functionalities better than the minimum functionalities and the number of functionalities better than the minimum functionalities offered by the tenderer with the highest number of functionalities better than the minimum.

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Slightly better functionalities than minimum will be treated as equal to minimum functionalities. The Procuring Entity reserves the right to evaluate the offered functionalities in accordance with the rules of the profession and market standards.

In the event that the characteristics of the subject of procurement do not meet all the key expected functionalities, the Procuring Entity will reject the tender as inappropriate.

In the event that the tender does not contain all the expected modules, i.e. that in relation to each module it contains characteristics that are significantly different from expected without a clear explanation that it is and why it is an equivalent or better functionality that adequately replaces the required functionalities, the Procuring Entity will reject the tender as inappropriate.

2.2. User Interface Design

Procuring Entity has a specific and unique visual identity and User Interface/UX scheme, which can be seen and analyzed by checking the website of the Procuring Entity www.psod.hr

User Interface design and usability of the PSOD ERP system must be on the highest level. No amount of implemented functionalities is relevant if the system is hard to use or even unusable by non-experts.

The Tenderers must prove the ability to create a user-friendly interface. Part of the tender must be a visual proof, in a form of a PDF, .pptx or similar easily readable electronic file, presenting the imagined user interface, along with the textual description of main qualities of such interface, its benefits for the user, and reasons for such interface being easy to use for lawyers and other law firm staff.

Maximum score for user interface design is 5 points. Points are awarded on basis of the following subcriteria: interface visual appearance, presentation quality, manner in which the user-friendliness is envisioned, Procuring Entity's impression of the Tenderer's ability to produce all envisioned elements of such interface in the final product. Taking into account it is a design feature, the scoring criteria is all-encompassing under name "Quality of the user interface design." Procuring Entity reserves the right to award each Tenderer any number of points between 0 and 5 on basis of (un)fulfillment of the criteria.

A Tender not containing the document with the user interface design proposal, or containing the document evidently delivered solely to satisfy the form (does not contain even the basic elements defined in this criteria), Procuring Entity will dismiss as ineligible.

2.3. Deadline for Delivery of the Complete PSOD ERP System

A complete PSOD ERP system is considered delivered when all ordered software modules are installed locally on the Procuring Entity's server, all software users employed by the Procuring Entity are provided with access to the software from their computers or mobile devices, and all software modules are fully functional in accordance with the agreed technical and functional characteristics, everything operates without significant

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errors (i.e. errors that in any way affect the functionality of the system), and the Tenderer has held the obligatory education of employees of the Procuring Entity on the use of the system, as well as provided instructions for using the system.

The criterion regarding the deadline for delivery of a complete PSOD ERP system is scored as follows:

PSOD ERP system delivered no later than 7 months from the date of conclusion of the contract – 10 points

PSOD ERP delivered within more than 7 months but not longer than 8 months from the date of conclusion of the contract - 9,67 – 0 points

The offered delivery time longer than 8 months from the date of the conclusion of the contract will be considered a condition for exclusion of the Tenderer

In case the offered delivery date is between 7 and (including) 8 months from the date of the conclusion of the contract, the points for this criterion will be awarded in such a way that the delivery period of 7 months and 1 day will bear 9,67 points, delivery time of 8 months will carry 0 points, and all deadlines between these two deadlines will carry the number of points which will decrease linearly (by 1/3 points), the later the delivery date is.

Partial delivery (per module) is permitted, in which case an additional point will be awarded for each functional module of the PSOD ERP system which is, in accordance to the tender, scheduled to be delivered before the deadline for final delivery (with a total score not exceeding 15 points).

The Tenderer shall enter the offered deadline, i.e. deadlines for performance of the contract in Annex 7 - Tender Criteria Statement.

In fulfilling Annex 7 – Tender Criteria Statement, the Tenderer shall evaluate the deadline. i.e. deadlines for performance of the Contract as the period from the signing of the Contract to the signing of the Record of handover/proper fulfilment of contractual obligations.

Given that the above stated is the ENP criterion, the deadline(s) set out in Annex 7 constitute a legally binding obligation of the Tenderer, is not subject to additional negotiations and as such will be specified in the Contract with the selected Tenderer.

In case of delay in delivery in accordance with the tender and contract, the Tenderer shall be obliged to pay the Procuring Entity a contractual penalty for delay in the amount of 0.5 % of the agreed total price per day of delay in delivery, regardless of the value of each part of the delivery and regardless of any earlier delivery of other parts of delivery.

Given that the above stated is the EPN criterion, only in exceptional circumstances that are neither influenced by the Procuring Entity or the Tenderer (force majeure, etc.) is it possible to extend the delivery time.

The extension must be approved in writing by the Procuring Entity, and the Procuring Entity shall promptly notify PT1 and PT2 of the modification of major importance in accordance with the provisions of the General Contractual Terms and Conditions.

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2.4. Included system maintenance and troubleshooting/debugging after the handover

The criterion related to the period of system maintenance and troubleshooting/debugging on a PSOD ERP system (including system adjustments to comply with new versions of operating systems, etc.) is scored as follows:

The period of included system maintenance and troubleshooting/debugging is stated in: full years or full months or in full years and months (i.e. not in number of days, or in months and days).

12-18 months (1 year – 1 year and 6 months) – 0 points

19-24 months (1 year and 7 months – 2 years) – 2 points

25-30 months (2 years and 1 month – 2 years and 6 months) – 5 points

31-36 months (2 years and 7 months – 3 years) – 9 points

37 months (3 years and 1 month) and more – 10 points

The Tenderer shall enter the duration of the system maintenance and troubleshooting/debugging period which is the subject of procurement in Annex 7 – Tender Criteria Statement.

Given that the above stated is the EPN criterion, the duration of the system maintenance and troubleshooting/debugging period specified in Annex 7 - Tender Criteria Statement is a legally binding obligation of the Tenderer, is not subject to additional changes/negotiations and will be listed as such in the Contract with the selected Tenderer/Tenderer Consortium. The duration of the system maintenance and troubleshooting/debugging period begins with the signing of the Record on handover/proper fulfilment of contractual obligations.

The system maintenance and troubleshooting/debugging period starts from the moment of complete delivery of the complete PSOD ERP system. System maintenance and troubleshooting/debugging period divided into individual system modules are not eligible and such offer will be rejected as inadequate.

The offered system maintenance and troubleshooting/debugging period applies to the entire system that is the subject of the procurement, regardless of whether parts of the system have been developed by a subcontractor or have been procured by the tenderer on the market. The exception to this are parts of the system directly developed by globally renowned manufacturers whose systems the Procuring Entity uses regardless of the existence of the PSOD ERP system (e.g. Microsoft, Adobe, Google, etc.) and which are connected to the PSOD ERP system in agreement with the Procuring Entity.

The system maintenance and troubleshooting/debugging period must include the regular system maintenance, i.e. within this period the Tenderer must be available for all issues of the regular system maintenance, such as aligning system with changes made to computer programs and systems that are connected with the PSOD ERP system.

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A Tender that does not include the system maintenance and troubleshooting/debugging period of at least 12 months (one year) from the date of commencement of the deadline will be rejected as ineligible.

Proving the fulfilment of the selection criteria of the tender and the respective evaluation of the tenders received

For the purpose of proving the fulfilment of the criteria for the selection of the tender and the respective evaluation of the submitted tenders, the Tenderer shall enclose the signed Annex 7 – Tender Criteria Statement, which clearly states the criteria to be scored.

If the Tenderer does not enclose the signed Annex 7 – Tender Criteria Statement, in the calculation of the total scoring value of the stated criteria, the value of each individual element that cannot be proved is 0 (zero).

Formula for calculating ENP:

Price (max. 45 points) + Payment deadlines, method and terms (max. 5 points) + System functionalities (max. 20 points) + User Interface Desing (max. 5 points) + Deadline for delivery of the complete PSOD ERP system (max. 15 points) + Included system maintenance and troubleshooting/debugging after the handover (max. 10 points) = IN TOTAL (max. 100 points)

12. PRINCIPLE OF EQUALITY

Point 2.3. “Procurement Subject” from “Rules on the Implementation of the Procurement Procedure for the Non-Subject to the Public Procurement Act” defines the following: The subject of the procurement must be described by technical characteristics and/or by functional requirements. If brands are mentioned, then each reference to the brand must be accompanied by an expression “**or equivalent**” (except in the case of upgrades or technical interoperability to an existing system when it is the only product that is technically acceptable). Technical specifications must not contain technical and functional requirements that are defined in such a way that only a particular brand can fulfil them. The NOJN is obliged to describe the procurement subject in a clear and non-discriminatory manner, enabling competition between tenderers and comparability of tenders with respect to the requirements it has set.

13. PLACE OF PROCUREMENT PERFORMANCE

The subject of the procurement will be delivered to the location **Kolodvorska 12, 42000 Varaždin, Republic of Croatia, that is, to another (physical or digital) location designated by the Procuring Entity prior to delivery.** As it is a procurement of **software - PSOD ERP system, a Record of handover/orderly fulfilment of contractual obligations will be drawn up at the specified location.** The Supplier (i.e. the person

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representing the Supplier) is not obliged to physically access the delivery location during delivery, in which case the Record of Handover will be verified electronically.

14. TENDER PREPARATION AND DELIVERY

The Tender shall be submitted in Croatian or English and in Latin script. In preparing the Tender, the Tenderer must comply with the requirements and conditions of the Invitation to Tender and the related Annexes, which are an integral part of the Invitation to Tender. Tender pages must be numbered.

Tenders shall be submitted solely in the form defined by the Procuring Entity (related Annexes) with all accompanying documentation **via electronic mail to the primary e-mail address (with optional delivery to the secondary email addresses)** specified in Point 2 of the Invitation to Tender with the subject of the message being:

Tender for Procurement „Procurement of development and implementation of software with the working title 'PSOD ERP system'“

The Tenderer shall bear the costs of making and submitting the Tender and the risk of late delivery of the Tender. If the Tender is not addressed in accordance with the requirements of the Invitation to Tender, the Procuring Entity assumes no responsibility for the Tenders so submitted.

15. MODIFICATION AND/OR AMENDMENT OF THE TENDER

The Tenderer may submit a modification and/or amendment to the Tender until the deadline for submission of Tenders. Modification and/or amendment of the Tender shall be submitted in the same way as the basic Tender with the mandatory indication that it is a modification and/or amendment of the Tender. In this case, the time of receipt shall be deemed to be the delivery of the latest version of the Tender.

16. TENDER WITHDRAWAL

The Tenderer may, until the expiry of the deadline for the submission of the Tender, cancel his submitted Tender in writing. The written statement shall be submitted in the same manner as the Tender with the obligatory indication that it is a withdrawal of the Tender. In case of withdrawal, the Tender shall not be returned to the Tenderer.

17. DOCUMENT SUBMISSION RULES

All requested documents and evidence submitted Tenderers/Tenderer Consortium may submit in original, certified or not certified copies. The stated does not apply to the Statements which must, in the event of the Tenderer being selected in the procurement procedure, be submitted to the Procuring Entity in the original.

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In case of doubt as to the accuracy of the information in the attached documents or the Tenderer's Statements, the Procuring Entity may contact the competent authorities to obtain information on the situation of those Tenderers, and in the case of a Tenderer based in another country, the Procuring Entity may request the cooperation of the competent institutions.

The Tender must contain at least:

1. **Completed and signed Tender Sheet (Annex 1)**
2. **Completed and signed Statement of No Exclusion (Annex 2)**
3. **Documents/proof that the Tenderer/Tenderer Consortium meets the required conditions in accordance with the provisions of Chapter 11: Selection Criterion.**

18. TENDER VALIDITY DEADLINE

The period of validity of the tender shall be at least 60 days from the expiry of the deadline for the submission of tenders. The procuring entity shall reject the tender with a shorter validity than required.

19. TENDER DELIVERY DEADLINE

The deadline for submission of the tender is 9 (nine) days from the date of publication of the Invitation to Tenders, i.e. 20 November 2020.

All tenders received by 23h59min59sec on the stated date (Central European Time, Zagreb (GMT + 1)) will be considered.

20. DEADLINE FOR DECISION MAKING

The Procuring Entity shall make the Award Decision within a period not exceeding 10 (ten) days from the end of the deadline for the submission of tenders as defined in Chapter 19.: Tender Delivery Deadline.

All unsuccessful Tenderers will be sent a Decision on denial of their Tender and the Award Decision⁹, and the Procuring Entity will proceed with signing of the Contract with the selected Tenderer.

21. DEADLINE FOR APPEAL AGAINST THE DECISION

The provisions of Annex 4 "Rules on the Implementation of the Procurement Procedure for Non-Subjects of the Public Procurement Act", in accordance with which the procurement in question is carried out, do not prescribe the possibility of appeal against the decision of the Procuring Entity.

⁹ „Rules on the Implementation of the Procurement Procedure for Non-Subjects of the Public Procurement Act“ defines as follows: The NOJN shall notify in writing all entities which have submitted a tender on the successful tenderer, enclosing a copy of the Award Decision and sending them a reasoned written notice of rejection of their tender.

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The Award Decision becomes enforceable by delivery to the selected Tenderer. The Award Decision shall be submitted to the Tenderer without delay in electronic form.

Standstill period does not apply.

22. DEADLINE FOR SIGNING THE CONTRACT

The Procuring Entity shall sign the Contract with the selected Tenderer **within no more than 10 (ten) days from the date of making the Award Decision.**

23. TIMETABLE FOR PERFORMANCE OF THE CONTRACT

The deadline for the performance of the Contract is subject to the evaluation of project applications under Chapter 11: Selection Criterion.

The Tenderer specifies the deadline for the performance of the Contract in Annex 7: Tender Criteria Statement, which is an integral part of this documentation.

Given that the above stated is the EPN criterion, **only in exceptional circumstances that are not influenced by either the Procuring Entity or the selected Tenderer is it possible to extend the performance period.**

The selected Tenderer and the Procuring Entity shall have the right to extend the delivery time of the goods in the following cases:

- due to force majeure,
- as a result of measures envisaged by acts of bodies governed by public law,
- due to unforeseen works or circumstances resulting in prolonged delays or slowing down of works, and the selected Tenderer could not remedy them by taking appropriate measures.

Force majeure means natural events, such as floods, fires, etc., or human activities that affect the course of work, such as quarantine, sudden restriction of trade in goods essential to the conduct of works, etc. In these cases, the selected Tenderer and the Procuring Entity shall have no mutual claims against each other due to possible costs incurred as a result of the extension of the deadline for the performance of the procurement subject, except in the case when the measures provided for by acts of bodies governed by public law are adopted solely due to the fault of the selected Tenderer.

The extension must be approved in writing by the Procuring Entity, and the Procuring Entity shall promptly notify PT1 and PT2 of the modification of major importance in accordance with the provisions of the General Contractual Terms and Provisions.

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24. DEADLINE, METHOD AND TERMS OF PAYMENT

The Selected Tenderer and the Procuring Entity shall draw up a Record of handover/proper performance of contractual obligations after full delivery of the PSOD ERP system. In the case of partial deliveries, the record shall be drawn up in relation to the delivery of each PSOD ERP system module at the time of delivery of that module.

The Procuring Entity shall pay to the selected Tenderer the contracted amount within the time limits to be determined by the contract between the Tenderer and the Procuring Entity, with the condition that the payment terms can only be the same as those offered by the tenderer in its tender as part of the evaluation of criterion 1.2. of the ENP.

The Tenderer is obliged to state the proposed payment terms in the tender.