**PROCUREMENT DOCUMENTATION FOR PRIVATE PROJECT HOLDERS**

Registration number and title of procurement: *OIE-2022-02 Procurement and installation of photovoltaic power plant SE Sisak East*

1. **GENERAL INFORMATION - TYPE OF PROCUREMENT PROCEDURE AND TYPE OF CONTRACT**:

Open procurement procedure with the intention of concluding a contract on the procurement of goods.

1. **SUBJECT OF PROCUREMENT AND TECHNICAL SPECIFICATIONS**

* 1. Subject of procurement

The subject of procurement refers to the procurement of equipment and installation of solar power plant on the roof of the Supernova Sisak East shopping center.

* 1. Technical specifications / job description

The basis for the execution of works is the following project design and technical documentation:

* The main electrotechnical project of the photovoltaic power plant (project number 21-125/E), designer Mario Šulc, Dipl.eng.el.

The technical specifications of the items to be procured and the quantity of the items to be procured are determined by the Bill of quantities, which forms an integral part of the Call for Bids.

The amount of procurement items is defined in the Bill of quantities and includes the equipment and installation of the rooftop photovoltaic power plant, including:

* Basic devices and equipment of the photovoltaic power plant
* Substructure for mounting photovoltaic panels
* Installation of the basic devices and equipment of the photovoltaic power plant, as well as the substructure for mounting the panels
* Testing, measuring and commissioning
* Transport of basic devices and equipment
* Creation of documentation for connection to the network

The subject of procurement is carried out according to the "turnkey" system. The provision "turnkey" means the obligation of the business entity to deliver and install all equipment and materials, perform all works and perform related services necessary for the execution of the subject of procurement, i.e., for the procurement and installation of a photovoltaic power plant. The offered price is fixed and unchanged for the entire duration of the contract, determined in total by the "turnkey" system, and covers all works, equipment and materials as well as the value of all unforeseen works and surplus works, and excludes the impact of work shortages on the agreed price.

All items in the Bill of quantities/technical specifications are considered minimum technical characteristics and it is possible to offer equivalent or better items. The proof of equivalence itself must be proved in the bid, by any appropriate means, by the bidder. This proof can be technical specifications and technical data sheets of manufacturers, catalogues, etc. Evidence of equivalence is offered for the purpose of assessing whether the offered products have the minimum required product characteristics.

* 1. Description and designation of procurement item groups:

The procurement subject is not divided into procurement groups.

The bidder can submit only one bid. All items should be offered in the offer as defined in the Bill of quantities. A bidder who submits or participates in multiple bids, as an independent bidder or a member of the bidder consortium, will have all his bids rejected, as well as bids in which he is a member of the consortium of bidders.

* 1. Quantity of procurement items

The quantity of procurement items is defined in the Bill of quantities. The number of photovoltaic panels can vary depending on the power of the individual panels. Bidders can, if necessary, change the quantity of photovoltaic panels in the Bill of quantities in case they offer panels with a higher power output than those foreseen in the design and technical documentation. However, the total power of the installed capacity must be at least equal to or greater than the foreseen one in the Bill of quantities.

* 1. Place of delivery of procurement items:

Location: Ulica Ivana Fistrovića 23, 44000 Sisak, k.č.br. 513/1 k.o. Sisak Stari

Delivery of all goods and execution of all works is performed at the specified location.

SE Sisak East:

* Ulica Ivana Fistrovića 23, 44000 Sisak
* Planned installed capacity (DC) – min 349,32 kWp
  1. Deadline for delivery of procurement items:

The selected bidder undertakes to deliver the procurement items within a maximum period of 120 calendar days after signing the procurement contract.

1. **GROUNDS FOR EXCLUSION OF A BUSINESS ENTITY**

3.1. The Client will, at any time during the procurement process, exclude the business entity from the procurement process if it determines that:

* + 1. an economic entity that has a place of business in the Republic of Croatia or a person who is a member of an administrative, management or supervisory body or has the authority to represent, make decisions or supervise that economic entity and who is a citizen of the Republic of Croatia, is convicted by a final judgment for:

1. participation in a criminal organization, on the basis of

- Article 328 (criminal association) and Article 329 (committing a criminal offense as part of a criminal association) of the Criminal Code

- Article 333 (association to commit criminal offences), from the Criminal Code ("Official Gazette", no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/ 03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. and 143/12.)

1. corruption, based on

- Article 252 (accepting bribes in business operations), Article 253 (giving bribes in business operations), Article 254 (abuse in the public procurement procedure), Article 291 (abuse of position and authority), Article 292 (illegal favoritism), Article 293 (receiving a bribe), Article 294 (giving a bribe), Article 295 (trading in influence) and Article 296 (giving a bribe for trading in influence) of the Criminal Code

- Article 294a (acceptance of bribes in business operations), Article 294b (giving bribes in business operations), Article 337 (abuse of position and authority), Article 338 (abuse of performance of duties of state authority), Article 343 ( illegal mediation), Article 347 (receiving a bribe) and Article 348 (giving a bribe) from the Criminal Code ("Official Gazette", no. 110/97, 27/98, 50/00, 129/00, 51/01., 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. and 143/12.)

1. fraud, based on

- Article 236 (fraud), Article 247 (fraud in economic operations), Article 256 (tax or customs evasion) and Article 258 (subsidy fraud) of the Criminal Code

- Article 224 (fraud), Article 293 (fraud in economic operations) and Article 286 (evasion of taxes and other duties) from the Criminal Code ("Official Gazette", No. 110/97, 27/98, 50 /00., 129/00., 51/01., 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57 /11., 77/11. and 143/12.)

1. terrorism or crimes related to terrorist activities, based on

- Article 97 (terrorism), Article 99 (public incitement to terrorism), Article 100 (recruitment for terrorism), Article 101 (training for terrorism) and Article 102 (terrorist association) of the Criminal Code

- Article 169 (terrorism), Article 169a (public incitement to terrorism) and Article 169b (recruitment and training for terrorism) from the Criminal Code (“Official Gazette”, No. 110/97, 27/98)., 50/00., 129/00., 51/01., 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. and 143/12.)

1. money laundering or terrorist financing, based on

- Article 98 (financing of terrorism) and Article 265 (money laundering) of the Criminal Code

- Article 279 (money laundering) from the Criminal Code ("Official Gazette", no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190 /03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. and 143/12.)

1. child labor or other forms of human trafficking, based on

- Article 106 (human trafficking) of the Criminal Code

- Article 175 (trafficking in human beings and slavery) from the Criminal Code ("Official Gazette", no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. and 143/12.), or

* + 1. the economic entity does not have a place of business in the Republic of Croatia or a person who is a member of an administrative, management or supervisory body or has the authority to represent, make decisions or supervise that economic entity and who is not a citizen of the Republic of Croatia has been convicted by a final judgment for the criminal offenses referred to in point 1. sub- points a) to f) of this paragraph and for corresponding criminal offenses which, according to the national regulations of the country of business establishment of the economic entity, i.e., the country of which the person is a citizen, include reasons for exclusion from Article 57, paragraph 1, points (a) to (f) of the Directive 2014/24/EU.
  1. The Client will exclude the business entity from the procurement procedure if it determines that the business entity has not fulfilled its obligations to pay taxes due and liabilities for pension and health insurance:

1. in the Republic of Croatia, if the economic entity has a place of business in the Republic of Croatia, or
2. in the Republic of Croatia or in the country of establishment of the business entity if the business entity does not have a business establishment in the Republic of Croatia.

The Client will not exclude the business entity from the procurement procedure if, in accordance with special regulation, payment of his obligations is not allowed, or a payment delay has been approved.

An economic entity for which the stated grounds for exclusion in point 3.1 have been met can provide the Client with evidence of the measures it has taken to prove its reliability, regardless of the existence of the relevant grounds for exclusion.

By taking measures, the economic entity proves:

- paying compensation for damages or taking other appropriate measures in order to pay compensation for damages caused by a criminal act or omission,

- active cooperation with the competent investigative bodies in order to fully clarify the facts and circumstances related to the criminal offense or omission,

- appropriate technical, organizational and personnel measures to prevent further criminal acts or omissions.

The measures taken by the economic entity are evaluated considering the gravity and special circumstances of the criminal act or omission, and it is obliged to explain the reasons for accepting or not accepting the measures.

The Client will not exclude the business entity from the procurement procedure if it is evaluated that the measures taken are appropriate. An economic entity that has been prohibited from participating in public procurement procedures or concession granting procedures for a certain period by a final judgment has no right to use this option until the ban expires in the country where the judgment is in force. The period of exclusion of an economic entity where the stated grounds for exclusion from the procurement procedure have been met is five years from the date of finality of the judgment, unless otherwise determined by the final judgment.

* 1. Absence of grounds for exclusion from point 3.1. and 3.2 of this Procurement Documentation, the bidder will prove with a signed statement submitted with the bid. The proposal of the mentioned statement is found in the Annex II of this Procurement Documentation.
  2. In the case of a consortium of economic entities, the circumstances related to the grounds for exclusion are determined for all members of the consortium individually, and the requested statement must be signed by each member of the consortium.
  3. Provisions of mandatory grounds for exclusion from points 3.1. and 3.2. also apply to subcontractors. If the Client determines that there is a basis for the exclusion of the subcontractor, it will request the economic entity to replace that subcontractor within an exemplary period, not shorter than 5 days.
  4. Provisions of mandatory grounds for exclusion from points 3.1. and 3.2. also refer to entities on whose ability the economic entity relies on. The Client will request from the business entity to replace the entity on whose ability it relied on to prove the selection criteria, if it determines that there are grounds for exclusion for that entity.
  5. The Client may, at any time during the procurement process, require the bidder to deliver one or more documents (certificates, extracts, etc.) confirming that the bidder is not in the situations specified in points 3.1 and 3.2 if such documents are issued in the country of the bidder's establishment and can be obtained by him. The bidder is allowed to submit evidence in the original, in a certified or non-certified copy. In case of submission of any of the evidence in a foreign language, the same document must be submitted with an attached translation into Croatian. These documents can be, for example:
* for point 3.1, an extract from the criminal record or other appropriate register or, if this is not possible, an equivalent document from the competent judicial or administrative authority in the country of business establishment of the economic entity, i.e., the country of which the person is a citizen, which proves that the stated grounds for exclusion do not exist
* for point 3.2, a confirmation from the tax administration or other competent authority in the country of establishment of the economic entity proving that there are no stated grounds for exclusion
* for point 3.3, an extract from the court register or a certificate from a commercial court or other competent body in the country of establishment of the economic entity proving that there are no stated grounds for exclusion

If such documents are not issued in the country of establishment of the economic entity, they can be replaced by a statement of a person authorized to represent.

1. **CRITERIA FOR SELECTING AN ECONOMIC ENTITY (CONDITIONS OF ABILITY)**

Economic entities prove their ability to perform professional activity, economic and financial ability, and technical and professional ability, with the following evidence that is submitted in the offer in the order in which they are listed.

* 1. **Ability to perform professional activities**

Each bidder must be legally and commercially competent.

The bidder must prove that he will have at least one certified electrical engineer at his disposal for the execution of the contract.

For a certified electrical engineer belonging to another economic entity, the bidder shall enclose a statement / agreement / contract of another economic entity confirming that it will make available to the bidder a certified electrical engineer necessary for the execution of this contract, signed by a person authorized to represent the economic entity.

If this ability is required only for the execution of a part of the subject of procurement, then this ability is proven by the member of the consortium of bidders and / or subcontractor who will perform that part of the subject of procurement.

As proof of fulfillment of this condition, the bidder submits the statement of the person authorized to represent the bidder from point 4.4 of this Procurement Documentation.

The Client may, at any time during the procurement process, require the bidder to submit an extract from the court, trade, professional or other appropriate register of the state of the bidder’s headquarters, not older than three months from the date of the start of the procurement process, before concluding the contract**.** In the case of a group of bidders, the Client may ask all members of the group to individually prove their legal and business capability.

* 1. **Economic and financial ability**

The bidder must prove the solvency of the business, that is, that the bidder's account has not been blocked for more than 5 days continuously, and in total for more than 10 days, in the last 12 months since the beginning of the procurement process.

As proof of fulfillment of the conditions of financial capacity, the bidder submits the statement of the person authorized to represent the economic entity from point 4.4 of this Procurement Documentation.

In the case of a Consortium of bidders, members of the consortium are obliged to prove their joint financial capacity.

As proof of the fulfillment of the conditions of financial capacity, the Client may, at any time during the procurement process, require the bidder to submit other suitable proof before concluding the contract.

* 1. **Technical and professional ability**

The Bidder must prove that he has duly executed at least one, and maximum two delivery of goods that are the same or similar to the subject of procurement, in the year in which the procurement procedure was started (2023) until the start of the procurement procedure and / or during the three years preceding that year (2020, 2021, 2022). The cumulative value of deliveries of goods by which the Bidder proves the required condition must be at least in the amount of the estimated value of the procurement.

If the Bidder based outside the Republic of Croatia submits supporting documents in which the amount is expressed in EUR or another foreign currency, the middle exchange rate of the Croatian National Bank on the day of publication of the Call for Bids shall be applied. If the amounts are expressed in a currency that is not quoted on the foreign exchange market of the Republic of Croatia, the conversion will be made according to the exchange rate of the European Central Bank on the day of publication of the Call for Bids.

As proof of fulfillment of the conditions of technical and professional ability, the bidder submits the statement of the person authorized to represent the bidder from point 4.4 of this Procurement Documentation. The statement contains confirmation of fulfillment of the conditions, i.e., a list of properly completed deliveries of goods made in the year in which the procurement procedure began and during the three years preceding that year. The list contains the subject of the delivery, the amount of the contract without VAT and the date of execution, as well as the name and contact information of the other contracting party.

As proof of fulfillment of the technical and professional ability conditions, the Client may, at any time during the procurement process, require the bidder to submit confirmations issued or signed by the other contracting party - the Client according to the Law on Public Procurement or a private entity - before concluding the contract. If it is not possible to obtain a confirmation, the Client will accept the bidder's statement accompanied by the proof that the confirmation was requested.

In the case of a Consortium of bidders, all members of the consortium must prove (cumulatively) their common technical and professional ability.

* 1. As proof that the economic entity meets the criteria for selecting an economic entity (ability conditions) from points 4.1.-4.3. of this Procurement Documentation the bidder will prove with a signed statement of the person authorized to represent the economic entity that he submits with the bid. The proposal of the mentioned statement is found in the Annex III of this Procurement Documentation.

To prove the conditions under points 4.2 and 4.3, the Bidder can rely on the ability of other subjects, regardless of the legal nature of their mutual relationship. In the public procurement process, an economic entity can rely on the ability of other entities to prove the fulfillment of criteria related to educational and professional qualifications or relevant professional experience, only if these entities will perform works or provide services for which this ability is required.

In this case, the bidder must prove to the Client that he will have available the resources necessary for the execution of the contract, for example, by accepting the obligation of other entities to make these resources available to the business entity. Under the same conditions, the consortium of bidders can rely on the ability of members of the consortium of bidders or other entities.

If the Client determines that there are grounds for exclusion for the entity whose ability the economic entity relied on to prove the selection criteria or that it does not meet the relevant criteria for selecting the economic entity, it may demand that the economic entity replace the entity on whose ability it relied on.

1. **OFFER AND METHOD OF DELIVERY OF THE OFFER**

5.1Content of the offer:

* Completed offer sheet (Annex I of the Procurement Documentation),
* Statement on the absence of grounds for exclusion (Annex II of the Procurement Documentation - with the statement, the bidder proves that there are no grounds for exclusion from point 3 of the Procurement Documentation)
* Statement on fulfillment of the criteria for the selection of the economic entity (ability conditions): (Annex III of the Procurement Documentation - with the statement, the bidder proves that he has fulfilled the required conditions from point 4 of the Procurement Documentation),
* Completed Bill of Quantities (Appendix IV of Procurement Documentation),
  1. The price of the offer is expressed in euro. The offer price is unchanged during the duration of the procurement contract. All costs and discounts must be included in the offer price without value added tax:

⎯ all necessary work, material, tools, supply and delivery to the construction site of materials and equipment, as well as installation of equipment,

⎯ the costs of preparation and organization of the construction site and possible costs related to the occupation of public space, elaborations, etc., as well as the costs of removing equipment and materials, waste, etc. from the construction site

⎯ insurance and guarantee costs

⎯ the costs of all necessary tests and obtaining the necessary documentation and necessary certificates, which prove the quality of the works performed and installed products and materials (all installed materials and products must correspond to valid technical regulations and standards, occupational safety regulations and other positive regulations of the Republic of Croatia)

⎯ all other costs in accordance with the provisions of the Bill of Quantities

* 1. The goods must be delivered in accordance with the DAP delivery terms [[1]](#footnote-1)according to Incoterms ® 2010 of the International Chamber of Commerce. In the Bill of quantities, the bidder is obliged to offer, i.e., enter the unit price for each item and the total price without value added tax (VAT).

The bidder is obliged to enter in the offer sheet the same specified total price without value added tax (VAT) from the Bill of quantities, then the amount of value added tax (VAT) and the total price with value added tax (VAT), rounded to two decimal places.

* 1. The offer is made in a way that makes a whole. If, due to scope or other objective circumstances, the offer cannot be made in such a way as to form a whole, then it is made in two or more parts, and the offeror must indicate in the content of the offer how many parts the offer consists of. Corrections in the offer must be made in such a way that the corrected text remains visible (legible) or demonstrable. Corrections must be confirmed by the bidder’s signature along with the date.
  2. When preparing the offer, the bidder must comply with the requirements and conditions from the Procurement Documentation and may not change or supplement the text of the Procurement Documentation. All costs of making the offer are borne by the bidders. Bidders are not entitled to any compensation for the costs of making the bid.
  3. The Client reserves the right, before signing the contract, to request from the most favorable bidder the delivery of originals or certified copies of all those documents (certificates, documents, extracts, authorizations, etc.) that were submitted in the offer in non-certified copies, and which are issued by competent authorities.

1. **METHOD OF DELIVERY OF THE OFFER**

6.1 The bidder submits the offer in a sealed envelope, on which the following should be indicated:

* On the front:

Client: **Sirius Sisak East d.o.o.**

Address: **Avenija Večeslava Holjevca 62, 10000 Zagreb**

Name and no. of procurement **OIE-2022-02**

**"*Procurement and installation of photovoltaic power plant SE Sisak East "***

"DO NOT OPEN"

* On the back:

< Name and address of the Bidder / consortium members >

The bidder submits the sealed offer envelope directly or by registered post to the address of the Client.

The bidder independently determines the method of delivery of the offer and bears the risk of possible loss or untimely delivery of the offer. The offer must be received **by the deadline for offer submission.**

If the envelope is not marked in accordance with the requirements of this Procurement Documentation, the Client does not assume any responsibility in case of loss or premature opening of the offer.

* 1. Bids and documentation attached to the bids, are not returned to the bidders.
  2. Alternative offers are not allowed.

1. **Amendment and/or amendment of the offer and cancellation of the offer**
   1. The bidder may submit an amendment and/or supplement to the bid by the end of the bid submission deadline. Amendments and/or supplements to the offer are submitted in the same way as the basic offer with a mandatory indication that it is an amendment and/or supplement to the offer. In this case, offers are opened in the reverse order of receipt, and the time of receipt is considered the delivery of the last version of the change to the offer.
   2. The bidder may withdraw from his submitted bid by a written statement until the expiration of the deadline for the submission of offers. The written statement is submitted in the same way as the offer with the mandatory indication that it is a withdrawal from the offer.
2. **DATE, TIME AND PLACE OF DELIVERY OF THE OFFER**

The offer, with all parts, must be received by the Client no later than **1.3.2023. until 10:00 hours**, to the Client’s address.

1. **ADDITIONAL INFORMATION, EXPLANATIONS AND CHANGES TO** **PROCUREMENT DOCUMENTATION**
2. During the deadline for the submission of offers, economic entities may request additional information, explanations or changes related to the Procurement Documentation, and the Client will make the answer available without revealing the identity of the economic entity.
3. Provided that the request is submitted in a timely manner, the Client is obliged to make available the answer, additional information and explanations, without delay, and at the latest on the fourth (4) day before the deadline for the submission of offers, in the same way and on the same pages as the basic documentation, without specifying information about the applicant.
4. The request is timely if it is delivered to the Client no later than during the sixth (6) day before the day on which the deadline for the submission of offers expires.
5. The Client will extend the deadline for the submission of offers in the following cases:

- if additional information, explanations or changes in connection related to the Procurement Documentation, although timely requested by the business entity, were not made available no later than during the fourth (4) day before the deadline set for the delivery of bids,

- if the Procurement Documentation has been **significantly** changed.

1. In these cases, the Client will extend the deadline for delivery in proportion to the importance of additional information, explanations or changes, and at least by **five (5) days**.
2. If the Client changes the documentation during the deadline for the submission of offers, it will ensure the availability of the changes to all interested economic entities in the same place (media) where the basic Invitation to Call for bids and Procurement Documentation were published.

The Client is not obliged to extend the delivery deadline if additional information, explanations or changes were not requested in a timely manner or if their importance is negligible for the preparation and delivery of customized offers.

1. **OFFER SELECTION CRITERIA**

The criterion for selecting the offer will be: the most economically advantageous offer (the best ratio of price and quality).

**10.1 CRITERIA FOR SELECTING THE BEST RATIO OF PRICE AND QUALITY AND THEIR RELATIVE IMPORTANCE:**

|  |  |
| --- | --- |
| Criterion | Relative importance |
| Offer price | 40% |
| Warranty period for photovoltaic panels | 20% |
| Warranty period for construction for  placement of photovoltaic panels | 20% |
| Warranty period for performed works | 20% |

**DESCRIPTION OF THE CRITERIA AND METHOD OF DETERMINING THE POINT VALUE:**

**a) Offer price – K1**

The Client determines the price of the offer as one of the criteria. The prices in the offer must be expressed in kunas or in euros and without VAT for all items that are the subject of procurement. All costs and discounts, if offered by the bidder, must be included in the price of the offer without VAT. The price of the offer is written in numbers.

Scoring - price:

The maximum number of points that the bidder can receive according to this criterion is 40 (in letters: forty). The bidder who submits the offer with the lowest price will receive the maximum number of points.

The point value according to this criterion is calculated according to the following formula:

CRITERION K1:

lowest offered price/offer price \* 40

**b) Warranty period of the manufacturer's warranty for photovoltaic panels - K2**

As one of the criteria, the customer determines the warranty period, that is, the duration of the manufacturer's warranty on photovoltaic modules. The warranty period of the manufacturer's warranty for photovoltaic modules must be expressed in the offer in the number of years of the manufacturer's warranty. The selected bidder is obliged to submit the manufacturer's warranty sheets, which show the duration of the warranty, when delivering the photovoltaic panels. The warranty period of the manufacturer's warranty for photovoltaic panels must be expressed in the offer in the number of years of the manufacturer's warranty for photovoltaic panels.

Scoring - warranty period of the manufacturer's warranty for photovoltaic panels:

The maximum number of points that the bidder can receive according to this criterion is 20 (in letters: twenty). The bidder who submits the bid with the longest manufacturer's warranty period for photovoltaic modules will receive the maximum number of points.

The point value according to this criterion is calculated according to the following formula:

CRITERION K2:

offered warranty period/ longest offered warranty period \* 20

**c) Warranty period of the structure for the placement of photovoltaic panels - K3**

As one of the criteria, the customer determines the warranty period of the structure for the placement of photovoltaic panels (substructure), i.e., the duration of the warranty on the structure for the placement of photovoltaic modules. The warranty period of the construction for the installation of photovoltaic panels must be expressed in the offer in the number of years of the warranty on the construction for the installation of photovoltaic panels.

Scoring - warranty period of the construction for the placement of photovoltaic panels:

The maximum number of points that the bidder can receive according to this criterion is 20 (in letters: twenty). The bidder who submits the bid with the longest warranty period for the structure for the placement of photovoltaic panels will receive the maximum number of points.

The point value according to this criterion is calculated according to the following formula:

CRITERION K3:

offered warranty period/ longest offered warranty period \* 20

d) Warranty period for performed works – K4

As one of the criteria, the Client determines the warranty period for the performed works, that is, the duration of the warranty for the performed works. The warranty period for the performed works must be expressed in the offer in the number of years of the warranty period for the performed works.

Scoring - warranty period for the works performed:

The maximum number of points that the bidder can receive according to this criterion is 20 (in letters: twenty). The bidder who submits the bid with the longest warranty period for the work performed will receive the maximum number of points.

The point value according to this criterion is calculated according to the following formula:

CRITERION K4:

offered warranty period/longest offered warranty period \* 20

The total number of points (TNP) is calculated as the sum of points according to the specified criteria, and the most economically advantageous offer will be the offer with the highest total of points.

TNP = K1 + K2 + K3 + K4

If two or more bids are equally ranked according to the bid selection criteria, the bid selected will be the bid received earlier. If the Bidder submits an amendment and/or supplement to the offer after the submission of the offer, the time of receipt of the offer shall be considered the time when the last amendment and/or amendment was submitted.

1. **LANGUAGE AND LETTER OF THE OFFER**

The offer must be made in Croatian or English language and in the Latin script. In case of submission of any of the documents in another language, the same document must be submitted with an attached translation into Croatian or English.

1. **OFFER VALIDITY PERIOD**

The offer must be valid for at least 90 days from the deadline for submitting offers.

1. **REVIEW AND EVALUATION OF OFFERS**
   1. After the deadline for the submission of offers, the evaluation committee reviews and evaluates the content of the submitted offers in relation to the conditions from the Procurement Documentation.
   2. In the process of reviewing and evaluating bids, the Client shall:

- check whether the bids are in accordance with the requirements of the Procurement Documentation (assessment of formal conformity, assessment of the existence of grounds for exclusion and fulfillment of the conditions of ability, assessment of technical and material conformity)

- rank offers in accordance with previously published selection criteria (best price-quality ratio).

1. **SUPPLEMENT, CLARIFICATION AND SUPPLEMENTATION OF THE OFFER**

If the information or documentation that should have been provided by the economic entity is incomplete or incorrect or appear so or if certain documents are missing, the Client may, respecting the principles of equal treatment and transparency, demand the relevant economic entities to supplement, clarify, complete or provide the necessary information or documentation within an appropriate period, which must not be shorter than 3 calendar days.

Submitting, supplementing, clarifying or completing the documents requested for the purpose of assessing the existence of the grounds for exclusion and fulfillment of the eligibility conditions is not considered a change in the offer.

The Client may also ask for clarifications regarding the documents requested in the part that refers to the offered subject of procurement, whereby the clarification must not result in a change in the offer (neither the subject of procurement nor the selection criteria).

1. **DECISION ON SELECTION OR CANCELLATION**

15.1 The Client will decide on the selection of the best offer, which at least contains the name and address of the selected bidder, the total value of the selected offer (with and without VAT), as well as the date of adoption and the signature of the person authorized to represent.

1 5.2 The Client can cancel the procurement procedure if:

- not a single offer was received

- did not receive a single acceptable offer (including those whose price exceeds the estimated purchase value)

- it is determined during the procedure that the Procurement Documentation is deficient and as such does not enable effective conclusion of the contract (for example, the documentation lists the wrong quantities of procurement items)

- significant new circumstances have arisen related to the project for which procurement is being carried out.

15.3 In the event of cancellation, the Client may make a Decision on cancellation.

15.4 The Client informs the bidders about the final selection, by delivering the Decision on the selection of the best offer or the Decision on cancellation by e-mail.

15.5 The Client will deliver separately:

* To the selected bidder: notification of the selection of his bid
* To each unsuccessful bidder: notification of the reasons for the exclusion or rejection of its bid, or notification of the reasons why his bid was not selected (e.g., the relative merits of the selected bid compared to its bid).

1. **OTHER PROVISIONS**

16.1 Subcontracting:

If the bidder intends to subcontract part of the procurement contract to one or more subcontractors, he is obliged to provide the following information in the bid:

* name of company, headquarters, OIB, (or national identification number according to the country of the economic entity's headquarters, if applicable), IBAN/account number of the subcontractor
* the subject, quantity, value of the procurement contract that is being subcontracted.

If the bidder does not provide information about the subcontractor, it is considered that he will perform the entire procurement independently.

16.2 Consortium of economic entities

Several economic entities can join and submit a joint offer, regardless of the arrangement of their mutual relationship. The responsibility of bidders from the consortium of economic entities is joint and several.

The offer of the consortium of economic entities must contain information about each member of the consortium of economic entities, as specified in the offer sheet, with a mandatory indication of the member of the consortium of bidders number 1, who will be called the "Bidder" and will be authorized to communicate with the Client.

Conditions of ability for consortium members are proven in accordance with point 4 of this Procurement Documentation. The joint offer must specify which part of the procurement contract (item, quantity, value and percentage) will be performed by each member of the consortium. The Client directly pays each member of the consortium of bidders of economic entities for the part of the procurement contract that he executed, unless the consortium determines otherwise.

16.3 Time, method and terms of payment:

The dynamics of payments to the Contractor are as follows:

- 50% of the agreed price within 30 days of signing the Agreement

- 30% of the agreed price within 30 days from the day when goods are ready for shipment

- 20% of the agreed price within 30 days from the date of signing the final Record of handover of works

16.4. Guarantees

No guarantees are required

1. **Notice of legal right to appeal**

Any bidder can file an appeal.

The bidder submits an appeal if he believes that his offer should have been selected as the best, but this was made impossible due to the Client's actions contrary to the provisions of this Procurement Documentation, due to which he was unjustifiably excluded from the procurement procedure, his offer was unjustifiably rejected, or was unjustifiably not selected through the evaluation procedure. In the appeal, the bidder must state all the facts on which he bases his claims and propose evidence to establish these facts.

Complaints must be submitted in writing within 15 days from the date of receipt of the information from point 15 of this documentation to the Client's address.

Filing an appeal does not stop the conclusion of the procurement contract.

In Zagreb, 08.02.2023.

1. It is generally recommended to use international standards <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>(short descriptions in Croatian are available at: [http:// www.hrvatski-izvoznici.hr/Cms\_Data/Contents/hiz/Folders/dokumenti/~contents/BGL2KREHASERPNEM/incoterms-oznake.pdf](http://www.hrvatski-izvoznici.hr/Cms_Data/Contents/hiz/Folders/dokumenti/~contents/BGL2KREHASERPNEM/incoterms-oznake.pdf) ) [↑](#footnote-ref-1)