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Operativni program  
**KONKURENTNOST  
I KOHEZIJA**

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## Procurement notice

### TENDER DOCUMENTATION

<b>Subject of procurement</b>	Procurement of vending machines (self-service appliances) for testing new product
<b>Contracting Authority</b>	<b>MANIJA Ltd.</b> 45 Vladimira Gotovca Street 42000 VARAŽDIN Personal ID: 21484873954 VAT No.: 21484873954 Croatia
<b>Publication reference:</b>	EV 02/2020 M
<b>Name and number of Agreement:</b>	Grant Agreement, contract No. KK.03.2.2.04.0102
<b>Financed under Call for Proposal:</b>	Innovation of newly established SMEs, phase 2 Operative Programme Competitiveness and Cohesion 2014-2020.

Varaždin, June 2020.



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ANNEX I. Offer Form with Attachment 1 Information on members of the consortium and Attachment 2 Information on subcontractors

ANNEX II. Statement of absence of reason for exclusion

ANNEX III. Financial offer



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## 1. GENERAL INFORMATION

### 1.1. Information on Contact person responsible for communication with tenderers

Name: Robert Družinić  
E-mail address: [caffemanija@gmail.com](mailto:caffemanija@gmail.com)  
Mobile phone: + 385 97 656 2507

### 1.2. Information on Contracting Authority

Contracting Authority's name: MANIJA Ltd.

Address: Vladimira Gotovca 45, 42000 Varaždin, Croatia  
Authorized person: Robert Družinić, Director  
Personal ID: 21484873954  
VAT No.: 21484873954  
Mobile phone: + 385 97 656 2507

E-mail address for public procurement: [caffemanija@gmail.com](mailto:caffemanija@gmail.com)

### 1.3. Basis of procurement implementation

- The procurement is being conducted based on Appendix 4. Procurement procedure for Entities not subject to Public Procurement Act, of Call for proposals "Innovation of newly established SMEs, phase 2", KK.03.2.2.04
- Law establishing an institutional framework for the implementation of the European Structural and Investment Funds in the Republic of Croatia in the 2014-2020 financial period

This Procurement notice and Tender Documentation and any amendments and/or clarifications (hereinafter referred to as "Documentation") are published on the web site of Contracting Authority [www.caffemanija.com](http://www.caffemanija.com), and on the web site [www.strukturnifondovi.hr](http://www.strukturnifondovi.hr).

Additional information, amendments and/or clarifications Contracting Authority will make available on the same way as the Documentation, and in the deadlines as specified in point 1.6 of the Tender documentation.

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

Contracting Authority is not in a conflict of interest within the regulation of Article 76 of the Public Procurement Act with any economic operator active in the area related to the subject of the procurement.

### 1.5. Type of procurement procedure

Contracting Authority is implementing procedure with the publication of the procurement notice. The day of the commencement of the public procurement procedure is the day of the publication of Procurement notice on the Contracting Authority's website and on the website [www.strukturnifondovi.hr](http://www.strukturnifondovi.hr), i.e. **19.06.2020**.



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### 1.6. Clarifications and amendments to Tender documentation

The Contracting Authority may, at any time and before the deadline for submission of offers, amend the Tender Documents for any reason, either on its own initiative or in response to the economic entities request for additional information and clarifications.

During the deadline for the submission of offers, and no later than 5 (five) days before the day on which the deadline for the submission expires, economic entities may send a written request to [caffemanija@gmail.com](mailto:caffemanija@gmail.com) for clarification regarding this Tender Documentation. The Contracting Authority shall make the replies available to all interested parties as specified in point 1.3 of the Documentation without revealing the identity of the applicant.

If the request is submitted in given period, the Contracting Authority shall publish latest additional information or clarifications regarding the Tender documentation no later than the fourth (4th) day before the deadline for submission of offers.

If the Contracting Authority changes Tender documentation during the offer submission deadline, the Contracting Authority shall ensure the availability of amendments to all interested economic entities in the same fashion and on the same web sites as the original Documentation. In case of significant changes, Contracting Authority shall ensure that the economic entities have at least 8 (eight) days to submit the offer. If necessary, the Contracting Authority will amend or correct the Procurement notice. In case of untimely request for clarification or in case the importance of clarification in relation to the preparation of valid offer is negligible, the Contracting Authority does not have to extend the offer submission deadline.

## 2. INFORMATION ON THE SUBJECT OF THE PROCUREMENT

### 2.1. Description of the subject of procurement

The Contracting Authority has envisaged the following procurement subject: Procurement of vending machines (self-service appliances) for testing new product according to Financial offer attached to this Tender documentation.

The procurement is divided into four (4) groups. The tenderer may submit offer for one, more, or all groups of the subject of procurement.

A tenderer belonging to or participating in more than one offer, as a standalone tender or as a member of consortium, all offers in which that tenderer has participated will be excluded.

### 2.2. Item description and quantity

Groupe Number	Subject of the procurement	Quantity (pcs)
	Procurement of vending machines for testing new product (different models and dimensions)	12
1.1.	Vending machines Bianchi or equivalent	3



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1.2.	Vending machines Necta or equivalent	3
1.3.	Vending machines Fas or equivalent	3
1.4.	Vending machines Rheavendors or equivalent	3

### 2.3. Technical Specification

Detailed technical specification is in Financial offer which is attached to this Tender documentation (Annex III).

Requirements defined in the Financial offer represent the minimum required functionality that the items offered must meet, unless otherwise stated, and requirements must not be modified by the tenderer.

A valid offer must satisfy all the items required by the technical specification, which the tenderer confirms by typing in the "YES" answer in the "Offered specifications YES/NO" column. Accordingly, offer containing at least one "NO" response will be excluded from the procurement process in question.

At all points in the technical descriptions, designs, and invoices where the supplier/brand/type is indicated is accompanied by the expression "or equivalent".

The tenderer must not change the Financial offer.

The column "Supplier Note" may only be filled in by the tenderer or Supplier if: (i) If in the "Offered specifications YES/NO" column is answered "YES" to clarify how the item of the offer is equivalent to the one requested and to point to evidence to, or (ii) if he answered "YES" in the column "Offered Specifications YES/NO", but the item of his offer positively exceeded the required characteristics, clarifying it under the said column "Supplier's note".

The tenderer fills in that part of the Financial offer for which groups of procurement he submits an offer. Those groups for which he does not submit an offer are left blank. **Item no. 13 shall be filled in by all tenderers.**

A Financial offer that is not completed in accordance with this Documentation will be considered incomplete or invalid and **such offer will be rejected**. It is noted that the explanatory institute cannot correct errors related to the subject of the procurement and thus the incorrectly filled technical documentation or the Financial offer.

### 2.4. Place of delivery of Procurement subject

Place of delivery of Procurement subject is at Contracting Authority's premises: **MANIJA Ltd., 45 Vladimira Gotovca Street, 42000 Varaždin, Croatia**

### 2.5. Deadline for delivery of Procurement subject

In accordance with the contract subsequently concluded, at the latest by 15.12.2020.



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## 2.6. Type of contract

Supply contract.

## 3. GROUNDS FOR OBLIGATORY EXCLUSION OF THE TENDERER

Documents proving that there are no grounds for exclusion must be in Croatian or English and in Latin script. If the document is written in a language other than Croatian or English, with the attachment of the documents in that other language, the tenderer shall be obliged to enclose with each document a translation into Croatian or English. If during the evaluation phase the translation does not satisfy the quality or comprehensibility of the text, the Contracting Authority may request a translation by a certified court interpreter.

In case of a consortium, the circumstances surrounding the reasons for exclusion shall be determined for each member of the consortium individually and documents proving that there are no reasons for exclusion must be provided for each member of the consortium.

Anything related to the reasons for exclusion of tenderers will also apply to the consortium and subcontractors and it is necessary for everyone to submit documents proving that there are no reasons for exclusion.

### 3.1. The contracting authority is obliged to exclude the tenderer from the procurement procedure at any stage if:

- 3.1.1. If the tenderer or a person legally authorized for its legal representation is convicted for involvement in a criminal organization<sup>1</sup>, corruption<sup>2</sup>, fraud, terrorism<sup>3</sup>, financing of terrorism<sup>4</sup>, money laundering, child labour or other forms of trafficking<sup>5</sup>.
- 3.1.2. If the tenderer failed to pay tax arrears and mandatory contributions for pension and health insurance, unless a special law prevents the economic entity from paying such contributions or if delayed payment has been approved.
- 3.1.3. If the tenderer has misrepresented or provided false information concerning the conditions specified by Contracting Authority as reasons to participate in this procurement process.
- 3.1.4. If the tenderer is insolvent or insolvent/liquidation proceedings of the tenderer are in process, if the assets of the tenderer is administrated by the court, if in settlement with creditors<sup>6</sup>, or the tenderer is in the analogous situation arising from a similar procedure provided by national legislation, or the regulations of the country of establishment.

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<sup>1</sup> In accordance with the definition of Article 2 of Council Framework Decisions 2008/841/JHA of 24 October 2008 on the fight against organized crime

<sup>2</sup> In accordance with the definition in Article 3 of the Anti-Corruption Convention, involving officials of EU Member States and Article 2 paragraph 1 of Council Framework Decisions 2003/568/JHA of 22 July 2003 on combating corruption in the private sector.

<sup>3</sup> In terms of the Article 1 of the Convention on the protection of the European Communities' financial interests.

<sup>4</sup> In accordance with the definition in Art. 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing.

<sup>5</sup> In accordance with the definition in Art. 2 of Directive 2011/36 / EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/ JHA.

<sup>6</sup> A pre-bankruptcy settlement does not constitute a settlement with creditors for the purposes of this Documentation.



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- 3.1.5. If, in the period of two years preceding the beginning of the procurement procedure, the tenderer has been guilty of grave professional misconduct proven by any means which Contracting Authority can justify. A grave professional misconduct is the tenderer's conduct in the performance of his professional activity contrary to the relevant regulations, collective agreements, rules of the profession or concluded procurement contracts, which are of such a nature that makes tenderer inappropriate or unreliable party to the procurement contract that the Contracting Authority intends to enter into. A grave professional misconduct in the performance of a procurement contract is the tenderer's conduct, which results in a significant and/or repeated deficiency in the fulfilment of the essential requirements of the contract which led to its early termination, damage or other similar consequences.

The existence of a serious professional misconduct is assessed by the Contracting Authority based on an objective assessment of each individual case.

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### 3.2. Proof that there are no reasons for obligatory exclusion

The tenderer shall prove the absence of a reason for exclusion from points 3.1.1 - 3.1.5 of this Documentation with a **signed statement (the proposal of the said statement is Annex 2 to this Documentation), which the Contracting Authority will accept as preliminary evidence.**

If the tenderer has more than one person authorized to represent (legal representative), a statement that there are no reasons for obligatory exclusion must be completed and submitted for all legal representatives.

All evidence of the absence of compulsory reasons for exclusion **must not be older than 30 (thirty) days from the date of publication of the Procurement notice.**

The tenderer's failure to submit the requested evidence (if the Contracting Authority invites him to submit it) within the given deadline (which cannot be less than 5 nor longer than 15 calendar days) will result in the exclusion of his offer.

At any time during this procurement procedure, the Contracting Authority may require any tenderer, and in particular the successful one, to submit one or more documents prior to the conclusion of the procurement contract confirming that the tenderer is not in the situations referred to in point 3.1 if such documents are issued in the country of establishment of the economic entity and he can obtain them.

The tenderer will be allowed to submit the requested documents in the original or certified copy. The Contracting Authority shall exclude the tenderer from the procurement procedure if he has provided false information when submitting documents in accordance with this procedure. In case of doubt in the accuracy of the information stated in the documents submitted by the tenderers, the Contracting Authority may, in order to verify the accuracy of the information, require the tenderers to submit the original or certified copies of those documents within a reasonable period of time and/or contact the issuer of the document and/or the competent authorities.

In case of a consortium, the circumstances regarding the reasons for obligatory exclusion are determined individually for all members of the consortium. Therefore, the offer of the consortium





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must be accompanied by the documents required to determine whether there are grounds for exclusion for all members of the consortium.

If the tenderer states in his offer that a part of the procurement subject intends to **subcontract to one or more subcontractors, he is obliged to prove that there are no grounds for exclusion of the subcontractor and submit the required documents.**

#### 4. REQUIRED COMPETENCES OF TENDERES

The tenderer i.e. the consortium is obliged to prove their legal capacity, as well as their financial and professional capacity.

The tenderer's failure to submit the subsequently requested evidence within the given time limit (which cannot be shorter than 5 nor longer than 10 calendar days) will result in the exclusion of his offer.

Documents proving competences of the tenderer must be in Croatian or English and in Latin script. If the document is written in a language other than Croatian or English, with the attachment of the documents in that other language, the tenderers shall be obliged to enclose with each document a translation into Croatian or English. If during the evaluation phase the translation does not satisfy the quality or comprehensibility of the text, the Contracting Authority may request a translation by a certified court interpreter.

All documents submitted as evidence of the tenderer's competences may be a non-certified copy and a non-certified copy of the electronic document shall be considered as a non-certified document. The Contracting Authority may, at any time during this procurement procedure, request from any tenderer, and in particular from the successful tenderer, the original (or certified copy) of the documents proving its competences.

##### 4.1. Legal capacity

The tenderer must demonstrate its record into court, craft, professional or other appropriate register of the economic entity's country of residence.

In case of a consortium, all member of the consortium must individually prove their legal capacity.

##### WAY OF PROVING

To prove the capacity, the economic entity shall submit an extract from the court, craft, professional or other appropriate register of the country of residence. If the documents cannot be issued in the country of residence of the economic entity, the statement with certified signatures of the competent authorities may be delivered instead. The proof must not be older than 3 months from the date on which Procurement notice is published.

##### 4.2. Financial capacity

Economic entity shall prove its economic and financial capacity in accordance with the following: The tenderer must prove that it's business accounts had not been blocked in the last 6 (six) months. The prove must be obtained on any date after the start of the public procurement procedure, and from which date the fulfilment of the set condition of 6 months is calculated.

##### WAY OF PROVING



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The capacity referred to in point 4.2. is evidenced by a document (BON 2/SOL 2 or equivalent) issued by banking or other financial institutions (e.g. in the Republic of Croatia a document issued by Financial Agency - FINA proving the solvency of an economic entity), and Certificate from the Tax Administration on the absence of debt to the state.

In case the economic entity is unable to acquire such documents, they will submit the equivalent document issued by banking or other relevant institution in the country of residence of the economic entity which proves the required data. Exceptionally, if institutions do not issue such documents in the country of residence, the tenderer's statement guaranteeing that his business accounts has not been blocked and that there is no debt on the basis of public benefits will be accepted.

#### 4.3. Professional capacity

Economic entity demonstrates the professional capacity to deliver the procurement subject in such a way as to prove that the value of the completed work within the last three years is equal to or exceeds the value of the tenderer's offer.

#### WAY OF PROVING

Method of proof: certified list of completed contracts with the names of the contracting authorities, dates and values (in net amounts) in the last 3 years. The value of tenderer's offer must be within one, and maximum three contracts.

#### 4.4. Requirements of the consortium

In the case of a consortium, all members of the consortium are required to demonstrate their legal and financial capacity individually, and together they are required to demonstrate professional capacity (cumulatively).

### 5. OFFER

#### 5.1. Content of the offer

- Completed and signed Offer form (Annex I)
- Signed statement indicating that there are no reasons for exclusion from point 3 (Annex II)
- Financial offer (Annex III)
- Evidence of the legal capacity referred to in point 4.1. of Documentation
- Evidence of the financial capacity referred to in point 4.2. of Documentation
- Evidence of the professional capacity referred to in point 4.3. of Documentation
- Certificate from the Tax Administration on the absence of debt to the state or equivalent document issued by the country of residence (no older than 30 days from the publication of the Procurement notice)

**Note:** All documents required in the Documentation must be provided, not expressly mentioned in this item 5.1 (example: a signed statement proving that the tenderer does not have reasons for exclusion should be submitted not only for the tenderer but also for all members of the consortium and for subcontractors as specified in item 3. of Documentation).

#### 5.2. Making an offer

The offer shall be submitted in Croatian or English and in Latin script. All documents proving that there are no grounds for exclusion, i.e. proving the capacity of the tenderer, as well as documents



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proving the equivalence of the product, certificate or documentation must be submitted in Croatian or English. If the document is written in a language other than Croatian or English, with the attachment of the documents in that other language, the tenderer shall be obliged to enclose with each document a translation into Croatian or English. If during the evaluation phase the translation does not satisfy the quality or comprehensibility of the text, the Contracting Authority may request a translation by a certified court interpreter. Other optional brochures and/or catalogues can be submitted in English.

The offer must be made in paper form and must be printed or written in inerasable ink and must be submitted in the original. The Financial offer (Annex III) must be submitted in paper form. In addition to the offer in paper form, the offer may be submitted on CD/DVD-R (or other medium). In the event of differences in offers, the relevant offer shall be in paper form.

When making the offer, tenderer must comply with the requirements and conditions of this Documentation. Tenderer cannot modify and supplement the text of the Tender documentation.

All tender/offer costs shall be borne by the tenderer. Tenderers are not entitled to any reimbursement of the cost of making the offer.

**Offer pages must be numbered and marked as follows:**

- **the total number of pages through the page number (e.g. 24/1) or the page number through the total number of pages (e.g. 1/24).**

**Offer shall be made in such a way as to constitute the whole and shall be bound in such a way as to disable and prevent subsequent extraction or insertion of sheets.**

Corrections in the offer must remain visible and demonstrable (no erasing is allowed). Each correction must be signed by the tenderer and stamped with the tenderer's seal, if applicable.

The tenderer is expected to review the Documentation, including all instructions, forms, conditions and specifications. Offer which is contrary to the regulations of this Documentation and which contains errors, defects or uncertainties, and if errors, defects or uncertainties are not removable or in which the clarification or completion of the offer does not eliminate the error, deficiency or ambiguity, in any respect is risks to the tenderer and may result in rejection of the offer.

The offer shall be enclosed with the completed and signed Offer form, which is attached to this Documentation as Annex I and forms its integral part.

### 5.3. Alternative offers

Alternative offers are not allowed.

### 5.4. Modification and/or amendment of the offer and cancellation of the offer

The tenderer may submit an amendment and/or supplement to the offer before the deadline for submission of offer. An amendment to the offer shall be submitted in the same manner as the basic offer with a mandatory indication that it is an amendment and/or supplement to the offer. In that case, the offers are opened in a reverse chronological order of their submission time, and the time of submission of the last version of modification/amendment is considered as offer submission time.



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The tenderer may, until the deadline for the submission of the offer, cancel the offer submitted, in writing. The written statement shall be submitted in the same manner as the offer with a mandatory indication that it is a withdrawal of the offer. In this case, the unopened offer is returned to the tenderer.

#### 5.5. Offer price, deadline, and payment method

**The offer price is expressed in Croatian Kuna (HRK), according to the middle exchange rate of the Croatian National Bank valid on the day the offer was made ([Exchange rate list](#)). The price includes all costs and discounts. The offer price is unchanged for the duration of the procurement contract concluded under this procurement procedure.**

All costs and discounts (e.g. costs of arriving at the site for implementation and training of employees) must be included. The subject of procurement must be delivered in accordance with this Documentation. The tenderer in the Financial offer is obliged to enter the unit price, VAT, and the total price with VAT (rounded to two decimal places) for each item. If the tenderer is not in the value added tax system or the subject of procurement is exempt from value added tax, in the Offer form, the same amount as that entered in the place foreseen for entering the offer price without VAT shall be entered in the place provided for entering the price with VAT. The place provided for the entry of the value added tax amount is left blank.

**Payment terms by stages completed:** 30% in advance, before delivery, and 70% within 60 days after delivery, or in accordance with the contract subsequently concluded.

#### 5.6. Offer validity period

Offers must be valid for 60 days from the deadline for submission of offer (60 days from 20.07.2020.). Offers with shorter validity period may be rejected.

If for any reason it fails to make a decision by the expiry of the offer validity period, the Contracting Authority may request from the tenderer an adequate extension of the offer validity period and reject the offers for which the validity period has not been extended in accordance with the Contracting Authority's request.

### 6. SELECTION CRITERION

**Offer selection criterion is the lowest price.**

Offers that meet all the requirements laid down in this Documentation and meet all the specifications stated in the Financial offer will be ranked according to the offer price and the offer with the lowest price will be selected.

### 7. OTHER REGULATIONS

#### 7.1. Regulations relating to consortium

Multiple economic entities may join and submit a joint offer, regardless of the arrangement of their mutual relations. The liability of tenderers from the consortium is joint and solidary.

The offer of the consortium must include information about each member of the consortium as specified in the Offer form, with a mandatory indication of the tenderer's member who is authorized to communicate with the Contracting Authority.



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Each member of the consortium is required to submit, together with the joint offer, all documents that determine whether there are grounds for exclusion and proof of legal capacity, and all together are required to demonstrate (cumulatively) joint capacity with the other stated proofs of capacity. The absence of a reason to exclude **each member of the consortium shall prove by a written statement** (the proposal of the said statement is Annex II to this Documentation), which the Contracting Authority will accept as preliminary evidence. The existence of legal capacity, financial and professional capacity shall be demonstrated by each member of the consortium as set out in point 4 of the Documentation. The joint offer must specify which part of the public procurement contract (subject, quantity, value and percentage) will be executed by each member of the consortium. The Contracting Authority shall pay directly to each member of the consortium for that part of the procurement contract which he has executed, unless the consortium specifies otherwise in the offer. The joint offer must be signed by all members of the consortium by a person authorized to represent the member of the consortium (legal representative) or his or her assignee.

### 7.2. Regulations relating to subcontractors

If an economic entity intends to subcontract one or more subcontractors, they shall provide the following information in the offer:

- Name or company, headquarters, National identification number - OIB (or national identification number by country of establishment of the economic entity, if applicable), IBAN/account number
- Subject, quantity, value of subcontract and percentage of subcontract

If the tenderer does not submit information on the subcontractor, it will be considered that the whole subject of the procurement will be executed independently.

The Supplier may, during the execution of the public procurement contract, require the Contracting Authority to:

- Change subcontractor for the part of the procurement contract that he previously subcontracted
- Introduction of one or more new subcontractors whose total share may not exceed 30% of the value of the public procurement contract, excluding VAT, regardless of whether it has previously subcontracted the procurement contract
- Take over the execution of the part of the public procurement contract that it previously subcontracted

Subcontractors who are introduced during the lifetime of the public procurement contract must meet the requirements for subcontractors set in this Documentation.

The supplier shall pay directly to each subcontracting member for that part of the procurement contract which he has executed, unless the consortium or tenderer specifies otherwise in the offer.

Participation of subcontractor does not affect the tenderer's responsibility for execution of the contract.

### 7.3. Guarantees

#### 7.3.1. Guarantee for the proper execution of the contract



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The tenderer is obliged to submit a guarantee for the proper execution of the contract in form of an irrevocable and unconditional bank guarantee certified by a notary public, in the amount of **10% of the contracted value (excluding VAT)**, or a cash deposit to Contracting Authority's account in the amount of 10% of the contracted value (excluding VAT), according to the middle exchange rate of the Croatian National Bank (HNB) on the date of publication of Procurement notice and Tender documentation. This guarantee is provided at the time of conclusion and signing the contract and is returned upon duly executed contract.

#### 7.4. Submission of offers

The offer is delivered in a sealed envelope by postal services with return receipt, or directly to the Contracting Authority. Regardless of the method of delivery, the offer **must arrive at the address of the Contracting Authority** specified in the Documentation no later than 30 days after the publication of the Procurement notice, and no later than **20.07.2020., until 12:00 AM**. The offer should be marked with the following on the front of the envelope:

**MANIJA d.o.o.**

**Vladimira Gotovca 45**

**42000 VARAŽDIN**

**CROATIA**

**„DO NOT OPEN - OFFER“**

**Name and address of the tenderer must be indicated on the back.**

If the envelope is not marked in accordance with the requirements of this Documentation, the Contracting Authority takes no responsibility in case of loss or premature opening of the offer. Tenderer independently decides which of the stipulated methods of submission he will use and solely bears the risk of potential loss or late delivery of the offer.

Each offer submitted in a timely manner shall be entered in the Offer Receipt Register and shall be given a serial number in the order of receipt. Offers shall be opened according to the ordinal number from the Offer Receipt Register. Offers received in due time and other documents forming an integral part of the offer shall not be returned to the tenderers.

#### 7.5. Date, time, and place of submission of offers

The offer, irrespective of the method of delivery, **must be received** by the Contracting Authority no later than the time specified in point 7.4 of this Documentation.

All offers received by the Contracting Authority after the deadline for submission of offers will be marked as delayed and will be unopened returned to the tenderer's address indicated on the back of **the envelope**.

#### 7.6. Document retention

Offers and the documentation attached to the offer shall not be returned unless the offer is late, and the tenderer withdraws its offer before the deadline for the submission of offers has expired.



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#### 7.7. Deadline for selection decision

The Contracting Authority shall make and send the Selection Decision **no later than 15 days after the deadline for submission of offers has expired.**

#### 7.8. Downloading tender documentation

The Tender documentation is free of charge and is fully contained in this Documentation and its annexes and is published on the website of the Contracting Authority [www.caffemanija.com](http://www.caffemanija.com) and on the website [www.strukturnifondovi.hr](http://www.strukturnifondovi.hr).

#### 7.9. Confidentiality of the documentation of economic entities

If an economic entity identifies certain information in the offer with a trade secret, he is obliged to indicate in the offer the legal basis on which the information is classified. Economic entities may not keep classified information on unit prices, the amounts of each item and the total offer price or other information related to the evaluation criteria.

#### 7.10. Offer review and evaluation

7.10.1. The process of opening the offers and the reviews and ratings are not public. In the process of reviewing and evaluating offers, the Contracting Authority shall first exclude tenderers from whom the reasons for exclusion have been acquired.

7.10.2. In the offers remaining after exclusion in accordance with point 7.10.1, the Contracting Authority shall review the following in accordance with the conditions and requirements of the Documentation:

- the form, content and wholeness of the offer
- eligibility requirements (competences and capacity)
- fulfilment of requirements related to the description of the subject of procurement and technical specifications
- computational correctness of the offer
- fulfilment of other requirements in the Documentation

7.10.3. During the review the Contracting Authority may request clarification or amendments or correction of an error, defect or ambiguity which the Contracting Authority considers to be remedied within a reasonable time, and not less than five (5) calendar days. Clarification or amendments should not seek or accept significant modifications to the offer, such as modification of the technical specification, modification of the offer (except for computer/calculation error), or modification of the tenderer or the consortium.

7.10.4. If during the review of the offer the Contracting Authority finds a calculation error, it is obliged to ask the tenderer to accept the correction of the calculation error, and the tenderer is obliged to respond within no more than two working days.

7.10.5. Based on the results of the review and ratings of the offers, the contracting authority shall refuse:

- An offer that is not whole (complete)
- An offer that is contrary to the regulations of the Documentation
- An offer where the price is not shown in absolute terms
- An offer containing errors, defects or uncertainties if the errors, defects, or uncertainties cannot be remedied



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- An offer in which clarification or amendments in accordance with these rules does not eliminate error, defects or uncertainties within the set deadline
- An offer that does not qualify for the characteristics of the subject of the procurement and thus does not meet the requirements of the Tender documentation,
- An offer for which the tenderer did not accept in writing the correction of the calculation error within the set deadline

7.10.6. After reviewing and rating the offers from the previous points, the valid offers (a valid offer is one that meets the requirements of the Tender documents and is timely) are ranked according to the selection criterion. If two or all offers are ranked equally, the Contracting Authority will select the offer received earlier.

7.10.7. An offer that meets all the conditions stated in the Documentation and the Financial offer with the lowest price will be considered the best offer.

7.10.8. The Procurement Committee of the Contracting Authority shall draw up minutes of the meeting for the evaluation of offers and on that basis the Contracting Authority shall inform all tenderers of the outcome of this public procurement procedure.

7.10.9. The Contracting Authority shall cancel the procurement procedure if:

- (i) no offers have been received
- (ii) no valid offers are submitted
- (iii) in case no valid offer remains after exclusion of the offers

7.10.10. The contracting authority may cancel the procurement procedure if:

- (i) the price of valid offers casts doubts on the quality of the services/products offered
- (ii) the price of the best offer is 30% higher than the secured funds for procurement
- (iii) if during this procurement procedure it is found that the Documentation is defective and as such does not allow the effective conclusion of the contract, or
- (iv) if significant new circumstances have arisen regarding the project and procurement procedure

#### 7.11. Notice of legal right to appeal

The tenderer or the economic entity who submitted the offer within the deadline for submission of offers may submit a reasoned appeal to the Contracting Authority's decision on selection or the decision on cancellation within 8 (eight) days from the day of receipt of the decision. The appeal does not delay the procedure, but the Contracting Authority may, in the event that the contract is not concluded and if it considers that the appeal is justified, correct the irregularities and make a new decision, which will be reported to the Level 2 Intermediate Body.

Tenderer who considers that he has suffered damage as a result of a violation of the regulations of this procurement procedure by the Contracting Authority, has the possibility of compensation before the competent court in accordance with the general rules on compensation, which are in accordance with Croatian legislation.

#### 7.12. Contract

The successful tenderer shall be obliged to enter into an agreement with the Contracting Authority within 15 calendar days of the Contracting Authority's notification on Selection Decision.





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The Contract will contain provisions in accordance with this Documentation as well as the following essential provisions:

- Name, address, telephone, e-mail of the Contracting Authority
- Description of the subject of the procurement
- Name and details of the selected tenderer (Supplier)
- Information on the contract price corresponding to the price of the selected offer
- Payment methods and deadlines
- Contract execution guarantees and warranty period

The contract is valid until 15.12.2020.

The regulations of the contract may only be modified in writing and the necessary Annex to the Contract will be drawn up, and the changes must be approved by the legal representative of the Contracting Authority.

Modifications to the contract regarding the price, technical specifications and other relevant provisions of the procurement procedure that have influenced the selection of a particular tenderer are not possible.

The applicable law for the contract will be Croatian substantive law, and all disputes arising out of and in connection with the contract, including disputes relating to the issues of its validity, violations or termination, as well as legal effects arising therefrom will be resolved by peaceful means and the competent court is the Commercial Court in Varaždin.

In Varaždin, 19.06.2020.

**FOR CONTRACTING AUTHORITY**

**MANIJA Ltd.**

**Robert Družinić**

**Director**