

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: 2022/340854_TD2.2022

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the HR-INNOVATION Procurement Guidelines of the "Business Development and Innovation Croatia" Programme (document is a part of the tender dossier and can be downloaded from the Contracting Project Promotor following web page: <https://etikete-agens.hr/en/green-print-eng/>). Norway Grants 2014-2021 web page address of Programme is: <https://eeagrants.org/countries/croatia>.

1 Supplies to be provided

- 1.1 The subject of the contract is the supply, delivery (transport), mounting, installation, trial run of the 1 (one) Label Printing Press, training of employees in production who will be in charge of handling the new machine and conducting the maintenance, technical documentation and instructions on English language, maintenance repairs and service and the after-sales service by the Contractor.
- 1.2 Response service and repair time – Response service time in specified frame – within 48 hours of malfunction notice receipt (inside business day). Warranty: 12 months after successful trial run.
- 1.3 The supplies must be delivered at Agens d.o.o., Medarska 69, HR – 10090 Zagreb not later than 70 days from the commencement of the Contract and the Incoterm applicable shall be DAP¹. The implementation period will last 90 days, starting from day commencement and ending on the day of issuance of the certificate of Provisional Acceptance. The implementation period will include delivery period of 70 days.

¹ DAP- Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/>

1.4 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the other instructions.

1.5 Tenderers are not authorised to tender for a variant in addition to the present tender.

2 Timetable

	DATE	TIME*
Clarification meeting / site visit (if any)	Not applicable	Not applicable
Deadline for request for any clarifications from the Contracting Authority	5 days before deadline for tenders	Not applicable
Last date on which clarifications are issued by the Contracting Authority	3 days before deadline for tenders	Not applicable
Deadline for submission of tenders	19.9.2022.	15.00
Tender opening session	21.9.2022.	11.00
Notification of award to the successful tenderer	22.9.2022. ☒	Not applicable
Signature of the contract	30.9.2022. ☒	Not applicable

* All times are in the time zone of the country of the Contracting Project Promotor

☒ Provisional date

3 Participation

3.1 Participation in tendering is open to all legal persons participating either individually or in a grouping (consortium) or tenderers.

3.3 These rules apply to:

- a) tenderers
- b) members of a consortium
- c) any subcontractors.

3.4 Natural persons, companies or undertakings falling into a situation set on further on in this section are excluded from participation in and the award of contracts:

1) if company or undertaking or a person authorized for its legal representation has been legally convicted of the criminal offense of participating in a criminal organization, criminal association, committing a criminal offense as part of a criminal association, association to commit criminal offenses, terrorism or criminal offenses related to terrorist activities, money laundering or financing of terrorism, child labor or other forms of human trafficking, corruption, accepting bribes in business operations, giving bribes in business operations, abuse in the public procurement process, abuse of position and authority, illegal favoritism, accepting bribes, giving bribes, trading in influence, giving bribery for influence trading, abuse of position and authority, abuse of state authority duties, illegal mediation, fraud, fraud in business operations, tax or customs evasion, subsidy fraud; or

2) if company or undertaking has not fulfilled the obligation to pay salaries to employees, pay overdue tax obligations and obligations for pension and health insurance, unless he has been granted a postponement of payment of said obligations according to special rules; or

3) if company or undertaking has falsely declared, presented or provided information regarding the conditions that the Client stated as reasons for exclusion or qualification conditions; or

4) if in the last two years up to the start of the procurement procedure, company or undertaking has committed a serious professional failure that the Contracting Project Promotor can prove in any way.

3.5 Tenderers must provide declarations, included in the Tender Form, to the effect that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium.

3.6 The exclusion situation referred to above also applies to any subcontractor. Whenever requested by the Contracting Project Promotor, the tenderer/contractor shall submit a declaration from the intended subcontractor that it is not in one of the exclusion situations. In case of doubt on this declaration of honour, the Contracting Project Promotor shall request documentary evidence that the sub-contractor is not in a situation of exclusion.

3.7 To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Contracting Project Promotor that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

4 Type of contract

4.1 Unit-price.

5 Currency

- 5.1 Tender price must be presented in national currency, exempted from value added tax (VAT).

6 Lots

- 6.1 This tender procedure is not divided into lots.

7 Period of validity

- 7.1 Tenderers shall be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 7.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Project Promotor may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees if applicable for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.
- 7.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period irrespective of the date of notification.

8 Language of offers

- 8.1 The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Project Promotor must be written in the language of the procedure which is English.

9 Submission of tenders

- 9.1 Tenders must be received before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent or hand delivered by the following address:
Agens d.o.o., Medarska 69, 10090 Zagreb, Croatia.
If the tenders are hand delivered they must be received within working hours 08.00 -15.00 h against receipt signed by legal representative.
- 9.2 Tenders must comply with the following conditions:

1 All tenders must be submitted in one original, marked “original”, and 1 copy signed in the same way as the original and marked “copy”.

2 All tenders must be received at the address specified in 9.1. before the deadline date and time, 21.9.2022. 15.00h, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed its legal representative.

3 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) the above address;
- b) the reference code of this tender procedure, (i.e., 2022/340854_TD2.2022);
- c) the words “Not to be opened before the tender opening session”.
- d) the name of the tenderer.

10 Content of tenders

10.1 All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer consisting of:

- a detailed description of the supplies tendered in conformity with the technical specifications, including;
- training proposal (indicate training needs);
- maintenance, repairs and services and response service time.

The technical offer should be presented as per template (Annex I* the contractor’s technical offer) completed when and if necessary by separate sheets for details.

Part 2: Financial offer:

- A financial offer calculated on a basis of DAP for the supply, delivery (transport), mounting, installation and trial run of the Label Printing Press in line with template (Annex I*) Technical specifications.
This financial offer should be presented as per template (Annex I*), and if necessary completed by separate sheets for the details.

Part 3: Documentation:

To be supplied following templates in annex*:

- The “Tender Form for a Supply Contract”, duly completed, which includes the tenderer’s declaration, point 4, (from each member if a consortium);
- The details of the bank account into which payments should be made (financial identification form).
- The legal entity file and the supporting documents.

To be supplied on free formats:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Supply contract.
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

Annex* refers to templates in the tender dossier documents downloaded from the Contracting Project Promotor web page.

11 Additional information before the deadline for submission of tenders

11.1 The tender dossier should be clear enough to preclude the need for tenderers to request additional information during the procedure. Tenderers may submit questions in writing to the following address up to 3 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

11.2 If the Contracting Authority, either on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, such information will be published on Contracting Project Promotor web page. The Contracting Authority has no obligation to provide clarifications after this date.

12 Clarification meeting / site visit

12.1 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised.

13 Alteration or withdrawal of tenders

13.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. Withdrawals must be unconditional and will end all participation in the tender procedure.

13.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

13.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

14 Costs of preparing tenders

14.1 No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

15 Ownership of tenders

15.1 The Contracting Project Promotor retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

16 Joint venture or consortium

16.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the Contracting Project Promotor.

16.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Project Promotor in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

17 Opening of tenders

17.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees if applicable have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

17.2 The tenders will be opened in a session following the Timetable point 2 at Agens d.o.o. Medarska 69, HR – 10090 Zagreb by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.

17.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Project Promotor may consider appropriate may be announced.

17.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations

concerning the award of the contract can be disclosed until after the contract has been awarded.

17.5 Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Project Promotor in its decision concerning the award of the contract will result in the immediate rejection of its tender.

17.6 All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Project Promotor. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

18 Evaluation of tenders

18.1 Examination of the administrative conformity of tenders.

- The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.
- Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Project Promotor or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.
- If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

18.2 Technical evaluation

- After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.
- The minimum qualifications required (see selection criteria in Procurement Notice point 16) are to be evaluated at the start of this stage.
- Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.
- In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted

except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

18.3 Financial evaluation

- Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
 - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

18.4 Variant solutions

Variant solutions will not be taken into consideration.

18.5 Award criteria

The sole award criteria will be the price. The contract will be awarded to the lowest compliant tender.

19 **Signature of the contract and performance and financial guarantee**

19.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Project Promotor signs the contract with the successful tenderer, the successful tenderer may be asked to provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into the exclusion situations pertaining to this procurement. This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of submission of the tender. In addition, a statement may be furnished stating that the situations described in these documents have not changed since then.

19.2 The successful tenderer may be also asked to provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice.

19.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of the financial and economic standing and the technical and

professional capacity within 3 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Project Promotor may award the tender to the next lowest tenderer or cancel the tender procedure.

20.4 Within 8 days of receipt of the contract already signed by the Contracting Project Promotor, the selected tenderer must sign and date the contract and return it, with the performance guarantee to the Contracting Project Promotor. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

20.5 If it fails to sign and return the contract and any financial guarantee required within 8 days after receipt of notification, the Contracting Project Promotor may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Project Promotor's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Project Promotor.

20.6 The performance guarantee referred to in the General Conditions is set at 5% of the amount of the contract. It will be released within 45 days upon expiry of all after sales services granted for the goods being the subject of this contract and as described under the Annex II – Technical Specifications.

21 Ethics clauses

21.1 When putting forward a candidacy or tender, the candidate or tenderer shall declare that it is affected by no conflict of interest and has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Project Promotor.

21.2 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It shall refrain from making public statements about the project or services without the Contracting Project Promotor's prior approval. It may not commit the Contracting Project Promotor in any way without its prior written consent.

21.3 For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).

21.4 The Contractor may accept no payment connected with the contract other than

that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Project Promotor.

21.5 The Contractor and its staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.

21.6 The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.

21.7 The Contractor shall refrain from any relationship likely to compromise its independence or that of its staff. If the Contractor ceases to be independent, the Contracting Project Promotor may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

21.8 The Contracting Project Promotor reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Project Promotor may refrain from concluding the Contract.

22 Cancellation of the tender procedure

22.1 In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Project Promotor. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers. Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

22.2 In no event shall the Contracting Project Promotor be liable for any damages including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Project Promotor has

been advised of the possibility of damages.

23 Appeals

23.1 Contracting Project Promotor must give possibility to unsuccessful tenderers to have an insight into the procurement documentation three (3) days after notification on the results of tendering has been made available to tenderers.

23.2 In case unsuccessful tenderers believe their tender has been unjustifiably rejected, or inappropriately rated, they may submit an appeal to a Fund Operator electronically (using the following email address: cro.innovation@innovationnorway.no), within five (5) days from the day of being notified. Appeal must be written in English, appropriately argued and supported by evidence, as appropriate. At the same time, copy of appeal must be sent to Contracting Project Promotor, who must send the entire package of Procurement Documents to Fund Operator immediately, and may provide its counter-arguments to Fund Operator within five (5) days from receipt of copy of appeal.

23.3 Based on the analysis of procurement documentation, and arguments of both parties, Fund Operator makes the decision within ten (10) days from which appeal has been submitted. The Fund Operator's decision on the appeal is final.