

TENDER DOCUMENTATION

AIRCRAFT BOARDING PASSES AND BAGGAGE TAGS

Tender Documentation Contents

1	GENERAL DETAILS	4
1.1	Contracting Authority Details:	4
1.2	Details of the Contact Person or Service Responsible for Communication with Bidders:	4
1.3	Procurement Number:	4
1.4	A List of Economic Operators with which the Contracting Authority has a Conflict of Interest as per Articles 75 through 83 of the Public Procurement Act (Official Gazette No. 120/16):	4
1.5	Type of Public Procurement Procedure:	4
1.6	Estimated Value of Procurement:	4
1.7	Type of Public Procurement Contract:	5
1.8	A Statement as to whether the Signed Agreement will be the Public Procurement Contract of a Framework Agreement	5
1.9	A Statement as to whether a System of Qualification will be Established:	5
1.10	A Statement as to whether a Dynamic Purchasing System (DPS) will be Established:	5
1.11	Will there be an Electronic Auction?	5
1.12	The Website where the Report on Completed Counselling with Interested Economic Operators was Published:	5
2	DETAILS ON THE SUBJECT OF PROCUREMENT	6
2.1	Description of the Subject of Procurement:	6
2.2	Quantity of Procurement	6
2.3	Technical Specifications	6
2.4	Bill of Quantities	6
2.5	Place of Contract Delivery:	6
2.6	Start and End of Contract Performance	7
2.7	Options and Possibilities for Contract Renewal	7
3	GROUND FOR EXCLUSION OF AN ECONOMIC OPERATOR	9
3.1	Mandatory Grounds for Exclusion of an Economic Operator	9
3.2	Other Grounds for Exclusion of an Economic Operator which the Contracting Authority Intends to Apply Error! Bookmark not defined.	
3.3	Documents Serving as Evidence of Absence of Grounds for Exclusion	11
3.4	Self-cleaning Provisions	11
4	ECONOMIC OPERATOR AWARD (SELECTION CRITERIA) AND DOCUMENTS SERVING AS EVIDENCE OF CAPACITY	13
4.1	CAPACITY TO PERFORM PROFESSIONAL ACTIVITIES	13
4.2	TECHNICAL AND PROFESSIONAL CAPACITY	13
4.3	RELYING ON CAPACITIES OF OTHER ECONOMIC OPERATORS	13
5	EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD FORM)	15
5.1	ESPD Form as Preliminary Evidence	15
5.2	Instructions on How to Fill-in the ESPD Form (Indication of Mandatory Details to be Submitted in the ESPD by an Economic Operator)	15
6	THE BID'S DETAILS	19
6.1	Content of the Bid and Method of Creation:	19
6.2	Method of Bid Submission:	19
6.3	Method of Calculating the Bid Price:	20
6.4	Currency in which the Bid Price shall be expressed:	21
6.5	Award Criteria and Criteria Relative Weight	21
6.6	Language and Script of the Bid	22
6.7	Bid Validity:	23
7	OTHER PROVISIONS	24
7.1	Provisions Relating to the Association of Economic Operators	24
7.2	Provisions Relating to Subcontractors	24
7.3	Type, Instruments and Terms of Warranty	26
7.4	Date, Time and Place of (Public) Opening of Bids	27
7.5	Special Contract Performance Conditions	27

7.6 Selection Decision Deadline28
7.7 Payment Deadline, Method and Terms28
7.8 Deadline for Filing an Appeal on the Tender Documentation and Title and Address of the Appellate Body
28

ANNEXES:

Annex 1 – TECHNICAL DESCRIPTION AND BILL OF QUANTITIES

Annex 2 – DELIVERY DEADLINE STATEMENT

1 GENERAL DETAILS

1.1 Contracting Authority Details:

Contracting Authority Title: Dubrovnik Airport LLC
Seat: Dobrota 24, 20 213 Čilipi
OIB (Croatian Personal ID No.): 63145279942
IBAN: HR8724020061100554933
Telephone Number: +385 20/773-222
Fax Number: +385 20/773-322
Website: www.airport-dubrovnik.hr/index.php/en/
E-mail: headoffice@airport-dubrovnik.hr

1.2 Details of the Contact Person or Service Responsible for Communication with Bidders:

- The Contact Person responsible for communication with Bidders concerning issues relating to subject of procurement is Pepo Deranja, Advisor to the Managing Director, Phone: +385 (0) 773 283, E-mail: pepo.deranja@airport-dubrovnik.hr

- The Contact Person responsible for communication with Bidders concerning the technical part of the documentation is Periša Klaić, Property Custodian, Phone: +385 (0) 20 773 286, E-mail: perisa.klaic@airport-dubrovnik.hr

Any communication and exchange of information between the Contracting Authority and Economic Operators shall exclusively be in Croatian via the Electronic Public Procurement Classifieds of the Republic of Croatia (hereinafter referred to as: the 'EOJN RH'), Module: Questions. Detailed instructions on the method of communication between Economic Operators and the Contracting Authority during the period for submission of Bids via EOJN RH System are available on the Public Procurement Classifieds' websites at <https://eojn.nn.hr>

1.3 Procurement Number:

BN.13/19 MV

1.4 A List of Economic Operators with which the Contracting Authority has a Conflict of Interest as per Articles 75 through 83 of the Public Procurement Act (Official Gazette No. 120/16):

NEWREST Dubrovnik LLC, Čilipi, Dubrovnik Airport LLC
HEP PROIZVODNJA plc, Facility: Dubrovnik Hydroelectric Power Plant

1.5 Type of Public Procurement Procedure:

Dubrovnik Airport LLC (hereinafter referred to as the Contracting Authority) is conducting an Open Public Procurement Procedure.

1.6 Estimated Value of Procurement:

HRK 500,000.00 (excluding VAT)

1.7 Type of Public Procurement Contract:

- A public procurement contract for the procurement of goods.

1.8 A Statement as to whether the Signed Agreement will be the Public Procurement Contract of a Framework Agreement

The Contracting Authority is conducting an open Public Procurement Procedure with a view of concluding a public procurement contract for the procurement of goods.

1.9 A Statement as to whether a System of Qualification will be Established:

The Contracting Authority will not be establishing any system of qualification.

1.10 A Statement as to whether a Dynamic Purchasing System (DPS) will be Established:

The Contracting Authority will not be establishing a DPS.

1.11 Will there be an Electronic Auction?

No, there will not be an Electronic Auction.

1.12 The Website where the Report on Completed Counselling with Interested Economic Operators was Published:

No counselling with Interested Economic Operators was conducted, in accordance with Article 198(3) of the Public Procurement Act (Official Gazette No. 120/2016)

2 DETAILS ON THE SUBJECT OF PROCUREMENT

2.1 Description of the Subject of Procurement:

The Subject of Procurement shall be aircraft boarding passes and baggage tags, all in accordance with technical specifications and the Bill of Quantities (Annex 1).

The CPV code of the Subject of Procurement from Common Procurement Vocabulary is 30199762-9

2.2 Quantity of Procurement

The quantity of procurement is defined in the Bill of Quantities (Annex 1) of this Tender Documentation and determined as estimated (approximate) quantity. The actual quantity procured may be higher or lower from the estimated quantities stated in the Bill of Quantity, and actual quantities and schedule of delivery shall be determined in individual orders.

2.3 Technical Specifications

Technical Specifications are included in Annex 1 of this Tender Documentation.

2.4 Bill of Quantities

The Bill of Quantities is included in Annex 1 of this Tender Documentation.

A Bidder shall complete the entire bill of Quantities annexed to this Tender Documentation, and shall not make any modifications, corrections and amendments to its original wording.

A Bidder shall offer and enter unit rates and the total price for each and every item stated in the Bill of Quantities. The unit rates of every item stated in the Bill of Quantities and the total price shall be rounded to 2 decimal points. In an event of errors in calculation in the completed Bill of Quantities, the competent values will be considered those stated as unit rates. Separate discounts or increases of unit rates are not allowed, therefore any discounts, increases and any costs shall be calculated within the quoted and entered unit rates given by items included in the Bill of Quantities.

A Bidder shall not modify the original layout of the Bill of Quantities, including removal of electronic protection which prevents editing parts of the Bill of Quantities.

A Bidder shall provide a **Bill of Quantities Form** in its Bid, fully completed as requested.

2.5 Place of Contract Delivery:

Dubrovnik Airport LLC.

2.6 Start and End of Contract Performance

The Public Procurement Contract shall be concluded for a period of 12 months starting from the day of its signing, and shall enter into force on the day it is signed by both contracting parties.

The Contracting Authority shall make orders for goods successively, according to its needs, within a period of 12 months as of the day when the Public Procurement Contract is signed, whereas the dynamics of delivery and actual quantities shall be defined in individual purchase orders.

The maximum period of delivery of ordered goods is 150 work days from receipt of the Contracting Authority's Purchase Order Form.

The delivery deadline shall be guaranteed by an instrument of insurance provided for the execution of contractual liabilities laid out in Item 7.3.1. of this Tender Documentation.

2.7 Options and Possibilities for Contract Renewal

The Contracting Authority may modify the Public Procurement Contract within the period of its duration without conducting a new public procurement procedure to procure from the primary Contractor additional services which are deemed necessary but are not included in the initial procurement, if the replacement of the Contractor:

1. Is not possible due to economic or technical reasons, such as requirements relating to interchangeability and interoperability with the existing services procured within the original procurement procedure, or
2. Would cause significant difficulties and huge increase of costs for the Contracting Authority.

Any increase of price shall not exceed 30% of the initial contract, i.e. the agreement value. If several subsequent changes are made, the 30% limitation shall be estimated based on the net cumulative value of all successive modifications.

The Contracting Authority may modify the Public Procurement Contract or the Framework Agreement throughout the time of its duration without conducting a new public procurement procedure providing the following cumulative requirements have been met:

1. The modification was necessary due to circumstances which a diligent Contracting Authority could not have anticipated,
 2. The modification shall not change the overall nature of the contract or the agreement, and
 3. Any increase of price does not exceed 30% of the initially defined contract of agreement value.
- If several successive modifications are made, the 30% limitation shall be estimated on the net cumulative value of all successive modifications.

The Contracting Authority may modify the Public Procurement Contract or the Framework Agreement throughout the time of its duration without conducting a new public procurement procedure if its goal is to replace the initial Contractor with a new Contractor as a result of:

1. Application of the provisions of Article 315 of the Public Procurement Act,
2. A General or partial legal succession of the initial Contractor following restructuring, including takeover, merger, acquisition or insolvency of the other Economic Operator which meets the initially determined selection criteria applicable to Economic Operators, providing that this does not mean any other significant modification of the contract or the Framework Agreement and that its goal does not relate to avoidance of application of this Act, and
3. Mandatory direct payments made to sub-contractors.

The Contracting Authority may modify the Public Procurement Contract or the Framework Agreement

throughout the time of its duration without conducting a new public procurement procedure if such modification, regardless of its respective values, is not significant according to the provisions of Article 321 of the Public Procurement Act.

A modification of the Public Procurement Contract or the Framework Agreement shall be considered significant if through it the contract becomes significantly different in its nature compared to the contract which was initially signed.

A modification shall be considered significant in any case, providing one or more of the following conditions have been fulfilled:

1. The modification introduces conditions which, if they had been included in the initial procurement procedure, would have allowed for accepting other candidates in addition to those initially selected or accepting a Bid which was different from the one that was initially accepted or attracting additional participants into this public procurement procedure,
2. The modification changes economic balance of the contract or the Framework Agreement to the benefit of the Contractor in a way that has not been anticipated by the initial contract or agreement,
3. The modification significantly increases the scope of the contract or the Framework Agreement, and
4. If the new Contractor replaces one that was initially awarded a contract, except in cases regulated in Art. 318 of the Public Procurement Act.

The Contracting Authority may modify the Public Procurement Contract or the Framework Agreement throughout the time of its duration without conducting a new public procurement procedure if the following conditions have been cumulatively fulfilled:

1. The value of the modification does not exceed the European thresholds laid out in Art. 13 of the Public Procurement Act,
2. The value of the modification does not exceed 10% of the initial value of the contract or the Framework Agreement, or
3. The modification does not change the overall nature of the contract.

In applying the provisions stated above, the Contracting Authority does not have to verify whether the conditions laid out in Art. 321 of the Public Procurement Act have been fulfilled.

3 GROUNDS FOR EXCLUSION OF AN ECONOMIC OPERATOR

The provisions of this Item 3 shall be determined:

- In case of an Association of Economic Operators, separately for every member of the association of economic operators,
- If the Economic Operator intends to sub-contract a part of the Public Procurement Contract to one or more sub-contractors, separately for every sub-contractor, and
- If the Economic Operator relies on the capacities of other operators, separately for every operator whose capability it relies on.

If the Contracting Authority identifies grounds for exclusion of a sub-contractor, it shall require that the Economic Operator replaces such a sub-contractor within a reasonable deadline that is no shorter than 5 days.

If the Contracting Authority identifies grounds for exclusion of an operator whose capability the Economic Operator has relied on to confirm the selection criteria relating to the Economic Operator, it shall require from the Economic Operator to replace such an economic contractor within a reasonable deadline, not shorter than 5 days.

3.1 Mandatory Grounds for Exclusion of an Economic Operator

3.1.1 The Contracting Authority shall exclude the Bidder from the Public Procurement Procedure if it identifies that the Economic Operator established within the Republic of Croatia or the person who is a member of an administrative, managing or supervisory body or who has powers to represent, makes decisions on behalf of or supervises this Economic Operator and who is a Croatian citizen that has been convicted by a valid court decision for:

a) Being in a criminal organisation, as defined by

– Article 328 (criminal organisation) and Article 329 (committing criminal acts as a member of a criminal organisation) of the Criminal Code, and

– Article 333 (association for the purpose of committing criminal offenses) of the Criminal Code ('Official Gazette' Nos. 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),

b) Corruption, as defined by

– Article 252 (accepting bribes in business operations), Article 253 (giving bribes in business operations), Article 254 (abuse during a Public Procurement Procedure), Article 291 (abuse of title and powers), Article 292 (illegal preferential treatment), Article 293 (accepting bribes), Article 294 (giving bribes), Article 295 (trading with powers) and Article 296 (giving bribes in order to trade with powers) of the Criminal Code,

– Article 294a (accepting bribes in business operations), Article 294b (giving bribes in business operations), Article 337 (abuse of title and powers), Article 338 (abuse of national official duty), Article 343 (illegal mediation), Article 347 (accepting bribes) and Article 348 (giving bribes) of the Criminal Code ('Official Gazette' Nos. 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),

c) Fraud, as defined by

- Article 236 (fraud), Article 247 (fraudulent business activities), Article 256 (evasion of tax and customs duties), Article 258 (subsidy fraud) of the Criminal Code,

- Article 224 (fraud), Article 293 (fraudulent business activities) and Article 286 (tax and other duties evasion) of the Criminal Code ('Official Gazette' Nos. 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),

d) Terrorism or criminal acts related to terrorist activities, as defined by

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

- Article 169 (terrorism), Article 169a (public incitement of terrorism) and Article 169b (recruitment and training for terrorism) of the Criminal Code ('Official Gazette' Nos. 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),

e) Money laundering or financing of terrorism, as defined by

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

- Article 279 (money laundering) of the Criminal Code ('Official Gazette' Nos. 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),

f) Child labour or other forms of human trafficking, as defined by

- Article 106 (human trafficking) of the Criminal Code,

- Article 175 (human trafficking and slavery) of the Criminal Code ('Official Gazette' Nos. 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

if the Economic Operator established outside Croatia or a person who is a member of such the Economic Operator's administrative, managerial or supervisory body or who has powers to represent, make decisions on behalf of or supervise this Economic Operator and who is not a Croatian citizen has been convicted by a valid court decision of any of the criminal offenses referred to in Item 1, Sub-items a) through f) of this Paragraph, or any equivalent criminal acts that, according to national legislation of the Economic Operator's country of establishment or country of origin, include reasons for exclusion as stated in Article 57(1), Sub-item (a) to (f) of Directive 2014/24/EU.

3.1.2 The Contracting Authority shall exclude a participant from the Public Procurement Procedure if it has been ascertained that the Economic Operator has not duly paid all due tax liabilities, healthcare and social security contributions:

- Within the Republic of Croatia, if the Economic Operator has been established within the Republic of Croatia; or

- Within the Republic of Croatia or the Economic Operator's country of establishment, if an Economic Operator has not been established within the Republic of Croatia.

In exceptional circumstances the Contracting Authority can chose not to exclude an Economic Operator from the Public Procurement Procedure if special regulations prohibited mandatory payments or if a payment moratorium has been granted.

3.2 Documents Serving as Evidence of Absence of Grounds for Exclusion

3.2.1 In order to determine circumstances referred to in 3.1.1. of this Tender Documentation, an Economic Operator shall, as preliminary evidence, submit a completed European Single Procurement Document (ESPD) Form, Part III: Exclusion, Section A: Grounds for Exclusion Relating to Criminal Convictions.

The Contracting Authority, prior to making a decision on a Bidder whose submitted bid was assessed as the most economically advantageous may, within an appropriate deadline of no less than five days, request that updated supporting documentation is submitted that further proves there are no grounds for exclusion as defined in Item 3.1.1, in particular:

- a) An excerpt from a criminal record or other valid registry or, if this is not possible, an equivalent document from a competent judicial or administrative body within an Economic Operator's country of establishment or the country which the person is the citizen of, or
- b) If the excerpt/document referred to in Item a) cannot be issued within the Economic Operator's country of establishment, or if such an excerpt/document does not include all the circumstances stated in Sub-item 17.1.1, an affidavit, and if an affidavit cannot be obtained according to the governing law of the relating country, a statement bearing a signature certified by a competent judicial or administrative body, a notary public or a professional or trade body within the country of establishment or the country that the person is the citizen of.

The statement may be given by a person legally authorised to represent the Economic Operator for the Economic operator and any for any members of the Administrative, Managing or Supervisory Body or who hold a power to represent, make decisions or supervise the Economic Operator.

3.2.2 In order to determine circumstances referred to in 3.1.2. of this Tender Documentation, the Economic Operator shall, as preliminary evidence, submit a completed European Single Procurement Document (ESPD) Form, Part III: exclusion, Section B: Grounds for Exclusion Relating to the Payment of Taxes or Social Security Contributions.

The Contracting Authority, prior to making a decision on a Bidder whose submitted bid was assessed as the most economically advantageous may, within an appropriate deadline of no less than five days, request that updated supporting documentation is submitted that further proves there are no grounds for exclusion as defined in Item 3.1.2, in particular:

- a) A Certificate issued by Tax Administration or other competent body in the Economic Operator's country of establishment, or
- b) If the Certificate(s) referred to in Item a) cannot be issued within the Economic Operator's country of origin, a Statement or if such a statement does not include all the circumstances stated in 3.1.2., an affidavit or, if such an affidavit does not exist according to the governing law of the relating country, a statement bearing a signature certified by a competent judicial or administrative body, a notary public or a professional or trade body within the country of establishment or the country that the person is the citizen of.

3.3 Self-cleaning Provisions

The Economic Operator which demonstrates grounds for exclusion stated in Items 3.1. and 3.2. of this Tender Documentation may submit to the Contracting Authority evidence of measures taken to

demonstrate its reliability, regardless of the existing relevant ground for exclusion. Such an Economic Operator shall describe the measures taken in relation to 'Self-cleaning' in the ESPD Form, Part III. Exclusion, Section A: Grounds Relating to Criminal Convictions.

The Economic Operator shall demonstrate the measures taken by:

1. Paying damages, compensation or taking other adequate measures in order to compensate damage caused by the committed criminal act or failure,
2. Actively cooperating with competent investigative bodies in order to fully explain the facts and circumstances relating to the criminal act or failure, and
3. Implement adequate technical, organisational and human resources measures in order to prevent any further acts or failures.

In order to prove the measures have been taken as stated above, the Bidder shall, in its Bid, provide evidence on the measures it has taken.

The measures taken by the Economic Operator shall be assessed taking into consideration the significance and specific circumstances of the criminal act or failure, and the Economic Operator shall explain the reasons for accepting (or not) the measures.

The Contracting Authority shall not exclude the Economic Operator from the Public Procurement Procedure if it has determined that the measures taken are adequate.

The Economic Operator which is banned from participating in Public Procurement Procedures or granting concessions for a limited period of time based on a valid court ruling shall not have the right to submit evidence on the measures taken to demonstrate its reliability regardless of the existing ground for exclusion, until the ban has expired in the country in which the ruling is in force.

The exclusion period relating to an Economic Operator demonstrating grounds for exclusion laid out in Item 3.1.1. of this Tender Documentation shall be five years as of the validity date of the ruling, unless the valid ruling stipulates otherwise.

The exclusion period relating to an Economic Operator demonstrating grounds for exclusion laid out in Item 3.2. of this Tender Documentation shall be two years from the day of the event.

4 ECONOMIC OPERATOR AWARD (SELECTION CRITERIA) AND DOCUMENTS SERVING AS EVIDENCE OF CAPACITY

4.1 CAPACITY TO PERFORM PROFESSIONAL ACTIVITIES

An Economic Operator must submit evidence of registration into a court, trade, professional or other equivalent register in an Economic Operator's country of establishment.

An Economic Operator shall, as preliminary evidence, submit a completed European Single Procurement Document (ESPD) Form, Part IV, Selection Criteria, Section A: Suitability to Perform Professional Activities

The Contracting Authority, prior to making a decision on a Bidder whose submitted bid was assessed as the most economically advantageous may, within an appropriate deadline of no less than five days, request that updated supporting documentation is submitted that further proves the capacity stated in this Item, in particular:

An excerpt from a court, trade, professional or other equivalent register in an Economic Operator's country of establishment.

4.2 TECHNICAL AND PROFESSIONAL CAPACITY

4.2.1 The Economic Operator must demonstrate that, during the year in which the Public Procurement Procedure was initiated and the three preceding years, it delivered goods of the same or similar nature as the subject of procurement, and must further prove that it completed not less than one and not more than three contracts relating to the same or similar subject of procurement and whose total value amounts to a minimum of HRK 400,000.00.

The Economic Operator shall, as preliminary evidence, submit a completed European Single Procurement Document (ESPD) Form, Part IV, Selection Criteria, Section C: Technical and Professional Capability; Point 1b.

The Contracting Authority, prior to making a decision on a Bidder whose submitted bid was assessed as the most economically advantageous may, within an appropriate deadline of no less than five days, request that updated supporting documentation is submitted that further proves the capacity stated in this Item, in particular:

A list of main deliveries of goods which are the same or similar to a subject of procurement supplied during the Start Year in which the Public Procurement Procedure was initiated or the three preceding years. The list should include the amount, delivery dates and the name of the other contracting party involved

4.3 RELYING ON CAPACITIES OF OTHER ECONOMIC OPERATORS

4.3.1 In order to prove its technical and professional capacity, an Economic Operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them.

In order to prove compliance with criteria related to education and professional qualifications, an Economic Operator may rely to capacities of other entities only if these entities will provide services for which these capacities are required.

If the Economic Operator relies on the capacity of other operators it shall prove to the Contracting Authority that it will have at its disposal all the necessary resources required to complete the contract, e.g. by providing confirmation from other operators that they will put at the disposal of the Economic Operator their resources.

Under the same conditions, an Association of bidders can rely on the capability of its members or other entities.

5 EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD FORM)

5.1 ESPD Form as Preliminary Evidence

As preliminary evidence in the place of certificates issued by public authorities or third parties which prove that an Economic Operator:

1. Is not in any of the aforementioned situations which would or could exclude an Economic Operator from the Public Procurement Procedure (grounds for exclusion), or
2. Meets the required selection criteria relating to Economic Operators.

a Bidder shall file the European Single Tender Documentation – ESPD).

5.2 Instructions on How to Fill-in the ESPD Form (Indication of Mandatory Details to be Submitted in the ESPD by an Economic Operator)

Since 18th April 2018, in compliance with the Public Procurement Act (Official Gazette No. 120/2016), the European Single Procurement Document shall be submitted exclusively in an electronic form (as an e-ESPD Form).

Based on the information included in this Tender Documentation, the Contracting Authority has created in the Croatian Electronic Public Procurement Classifieds (*Elektronički oglasnik javne nabave RH* – EOJN RH) an electronic version of the ESPD Form in .xml format – an e-ESPD Request, in which it had entered general details and defined required evidence. Such a created e-ESPD Request (in .xml and .pdf formats) has been enclosed to this Tender Documentation. In the e-ESPD Form (in .xml format) Economic Operators must create and submit their responses in accordance with the defined Contracting Authority's requirements. Economic Operators shall download the e-ESPD request in the.xml format from the list of announcements, as part of the tender documents, and via the EOJN Platform create their response. Select 'My ESPD' from the 'ESPD' main menu and then 'New ESPD Response'

When completed, the Economic Operators shall reload the ESPD request in the.xml format following which the EOJN RH shall automatically list general details of the procedure. Economic Operators then enter the required details using EOJN RH navigation ('*Dalje*' (Next), '*Spremi i dalje*' (Save and Next) and '*Natrag*' (Back)). The e-ESPD response is generated in .pdf and .xml formats and the Economic Operator must download the .zip file onto his/her personal computer. When submitting the electronic Bid, the Economic Operator shall enclose the generated e-ESPD Form – Response in the .xml format.

In addition to completing the e-ESPD Form via the EOJN RH Platform, the Economic Operator may submit the e-ESPD Form completed via the electronic ESPD fill out service (in .xml format) of the European Commission, which is available at website: (<https://ec.europa.eu/growth/tools-databases/espdc/filter?lang=hr>)

Detailed instructions on the e-ESPD Form are available on the EOJN RH websites: <https://eojn.nn.hr/Oglasnik/>.

Completed and enclosed to electronic Bid, the ESPD represents the statement provided by the Bidder that it complies with the conditions and requirements laid out in Items 3 and 4 of this Tender Documentation.

The ESPD includes a list of bodies that issue supporting documents and contains a statement that the Economic Operator will be able to, upon request and without delay, deliver these documents to the Contracting Authority.

If the Contracting Authority can get the supporting document directly, by accessing the database, Economic Operator shall state in its ESPD the necessary details, e.g. the database internet address, all ID details and the consent, if applicable.

5.2.1 Instructions on How to Fill-in the ESPD Form

5.2.1.1 The ESPD Form must be completed in:

Part II. Economic Operator's Details

- Section A – Economic Operator' Details,
- Section B – Details of Economic Operator's Representative,
- Section C – Details on Relying on the Capacity of other Entities – if applicable, and
- Section D – Details on Sub-contractors on whose Capacities the Economic Operator does not rely – if applicable.

Part III. Grounds for Exclusion

In accordance with Item 3 of this Tender Documentation:

- Section A: Grounds Relating to Criminal Convictions,
- Section B: Grounds Relating to the Payment of Taxes or Social Security Contributions, and
- Section C: Grounds Relating to Insolvency, Conflict of Interest or Professional Misconduct: in part relating to the stated ground for exclusion.

Part IV. Economic Operator's Award Criteria

In accordance with Item 4 of this Tender Documentation:

- Section A: Capacity to Perform Professional Activity: Point 1), and
- Section C: Technical Capacity: Point 1b)

Part VI. Final Statements

Completed and enclosed with the electronic Bid, the ESPD represents the statement provided by the Bidder that it complies with the conditions and requirements laid out in Items 3 and 4 of this Tender Documentation.

The ESPD includes a list of bodies that issue supporting documents and contains a statement that the Economic Operator will be able to, upon request and without delay, deliver these documents to the Contracting Authority.

If the Contracting Authority can obtain the supporting documentation directly by accessing a database, the Economic Operator should provide all necessary details in its ESPD, e.g. the database internet address, all ID details and consent, if applicable.

5.2.1.2 Submitting the ESPD According to the Type of Participation:

a) An Economic Operator Participating Alone

The Economic Operator which participates **alone** and **does not rely** on capacities of other entities in order to comply with the award criteria, it shall fill out **one** ESPD Form.

b) An Economic Operator Participating Alone but Relying on Capacities of Others

The Economic Operator is participating and relying on the capacities of at least one other entity, it must make sure that the Contracting Authority receives its ESPD together with a **separate** ESPD stating all relevant details (see Part II, Section C) **for every entity it intends to rely upon**.

If the Economic Operator intends to rely on the capacity of another entity (also applicable for the Sub-contractor if it intends to rely upon another sub-contractor) and in order to provide evidence of its capacity (i.e. the criteria for quantitative selection of an Economic Operator), the Bidder shall provide in its Bid a separate ESPD confirming that the Economic Operator:

- Is not currently in any of the situations which would cause it to be excluded from the Public Procurement Procedure (grounds for exclusion) in accordance with this Tender Documentation, and that
- It can fulfil the reference award criteria applicable for Economic Operators – i.e. those points or conditions indicated in Tender Documentation compliance to which the Bidder has evinced by relying upon another entity.

c) An Economic Operator Hiring a Sub-Contractor

If the Economic Operator, in order to perform a part of the Contract, hires one or more Sub-contractors on whose capacity it is not reliant for the bid, it shall provide a separate ESPD confirming, for each of the Sub-contractors, that:

- It is currently not in any of the situations which would cause the Economic Operator's exclusion from the Public Procurement Procedure (grounds for exclusion), in accordance with **Items 3.1.** and **3.2.** of this Tender Documentation.

An Economic Operator which intends to sub-contract any part of the Contract to third parties shall make sure that the Contracting Authority receives its ESPD together with a separate ESPD which states relevant details (see Part II, Section D) for every Sub-contractor it relies on.

d) An Economic Operator Participating Together with Other Economic Operators

If groups of economic operators, including temporary associations, jointly participate in the procurement procedure, it is necessary to submit a separate ESPD which determines details required in Parts II through V, for every economic entity participating in the procedure.

5.2.1.3 Verification of Information Stated in the ESPD

The Contracting Authority may, at any time during the Public Procurement Procedure and, if it is necessary for accurate implementation of the procedure, verify information stated in the ESPD with the competent body in charge of official records on such details (e.g. criminal records) in accordance with a separate list,

and may also request a certificate to be issued thereof by analysing supporting documents or evidence it already has or by direct access via electronic communication media to a free national database in a language stated in Article 280(2) of the 2016 Public Procurement Act.

If such verification is not possible or if a certificate cannot be obtained, the Contracting Authority may request that the Economic Operator provide, within a reasonable deadline which is not shorter than 5 (five) days, all or part of the supporting documents or evidence.

Before making its decision in the Low-value Public Procurement Procedure, the Contracting Authority may request from the Bidder, whose submitted bid was assessed as the most economically advantageous and within an appropriate deadline of no less than 5 (five) days, updated supporting documents, unless the CA already has them in their possession.

An updated supporting document is any document containing valid details which comply with the actual stated facts at the time of their submission to the Contracting Authority and which prove what the Economic Operator has stated in the ESPD. Updated supporting documents may be provided by the Bidders as non-certified copies via electronic means of communication or by any other verifiable way. A non-certified copy is any non-certified hard copy of an electronic document.

For further verification of information the Contracting Authority may request that the original or certified copy/copies of one or more of the required documents be submitted or made available for analysis.

The rebuttable presumption is that the evidence stated in Article 265(1) of the 2016 Public Procurement Act (evidence of no existing grounds for exclusion) shall be considered updated if it is no older than the Bid Submission Deadline.

The Contracting Authority shall retain the right, following the receipt of updated supporting documents, to verify the facts stated in these documents in accordance with Articles 262 and 264(4) of the 2016 Public Procurement Act.

If the Bidder who has submitted the most economically advantageous Bid fails to provide supporting documentation within the given deadline or, on their basis, fails to prove its compliance with the conditions laid out in Article 260(1), Art. 1 and 2 of the 2016 Public Procurement Act, the Contracting Authority shall reject the Bid submitted by this Bidder and shall either invite the Bidder who has submitted the second most advantageous Bid to provide supporting documents or shall annul the Public Procurement Procedure, if reasons for its annulment exist.

6 THE BID'S DETAILS

6.1 Content of the Bid and Method of Creation:

A Bid is a statement from the Bidder given in writing concerning the delivery of goods, the provision services or the completion of works in accordance with the conditions and requirements of the Tender Documentation.

When creating its Bid the Bidder shall observe the requirements and conditions given in Tender Documentation and shall not modify or amend the wording of Tender Documentation.

The Bidders shall create their Bid through the EOJN system, containing as a minimum:

1. A completed Bid Form, including binding of the Bid, created via EOJN,
2. A completed Bill of Quantities,
3. A completed eESPD Form, and
4. Other details as requested in this Tender Documentation.

6.2 Method of Bid Submission:

All documents requested by the Contracting Authority in accordance with Articles 251 through 259 of the Public Procurement Act can be attached as a certified or non-certified photocopy, in Croatian or English, except for the Bid Bond which, if a deposit is not given, must be provided in the original.

Mandatory Submission of Bids in an Electronic Form

Bidders shall submit their bids electronically, via the Electronic Public Procurement Classifieds of the Republic of Croatia (hereinafter referred to as: the 'EOJN RH'). The users shall use the EOJN RH in accordance with the provisions laid out in the Public Procurement Act and by-laws adopted based on that Act, terms and conditions of operation and IFUs, and shall be solely responsible for authenticity of details provided therein.

The electronic transfer and publication of the Public Procurement Notice, Tender Documentation, Participation Application, Qualification Application, plans and project shall be conducted via EOJN RH. If the electronic bid comprises more parts, the Bidder shall ensure safe binding of all parts of the Bid by applying the advanced electronic signature. In relation to this, the Bill of Quantities attached to the Tender Documentation does not have to be additionally certified by electronic signature.

The Bidder shall submit its bid electronically and, if for technical reasons it is not possible to securely connect all parts of a bid and/or apply the advanced electronic signature, the **Contracting Authority shall accept delivery as hard copies of those parts that cannot be submitted electronically (e.g. samples)** or parts which, due to their specific features, require special document formats not supported by the available general applications or parts whose processing, owing to the procurement item specifics, require special document formats included in licensed right schemes diagrams, as a result of which they are not available for direct use by the Contracting Authority.

The requested **Bid Bond** stated in Item 7.3.1. of this Tender Documentation cannot currently be sent and received as an electronic document. Therefore, an Economic Operator shall, within a bid submission deadline, deliver to the Contracting Authority a Bid Bond in a closed envelope preventing any unauthorised opening, bearing the name and the address of the Contracting Authority (Dobrota 24, 20 213 Čilipi, Upravna zgrada -protokol), including the name, address and the Croatian Personal Identification Number (OIB) of a Bidder or the Tax ID No. of a Bidder in its country of residence and the subject matter of the Procurement designated as follows:

„NE OTVARAJ“
DIO/DIJELOVI PONUDE O NABAVI
BN. 13/19 MV

‘(‘DO NOT OPEN’
PART(S) OF THE PROCUREMENT
PN. 13/19 MV’

The time of submission shall be considered the time when a Bid was received through the Electronic Public Procurement Classifieds of the Republic of Croatia.

When submitting the electronic bid, any communication, exchange and storage of information between a Bidder and the Contracting Authority shall observe the integrity of information and confidentiality of bids. Authorised persons of the Contracting Authority shall be allowed access to the content of bids only upon expiry of a bid submission deadline. In the event that the Contracting Authority suspends the Public Procurement Procedure as a result of an action filed on Tender Documentation if the Public Procurement Procedure is annulled before a bid submission deadline has expired, access to all bids that have been electronically submitted up to that point shall be permanently disabled by the Electronic Public Procurement Classifieds ensuring that no one has access to the content of these submitted tenders. In the event that a bidding process is resumed, the Bidder shall have to re-submit its bid.

If during the period of four (4) hours prior to expiry of a submission deadline, due to technical or other reasons caused by the EOJN RH, the EOJN RH is not available, a submission deadline shall be suspended during the period of inaccessibility or until the Contracting Authority extends a submission deadline in accordance with Article 240 of the Public Procurement Act.

In the event of EOJN RH inaccessibility stated in Paragraph 1 of this Article, Narodne novine d.d. (plc) shall, without delay, notify the central state administration authority competent for public procurement policies thereon and publish the notice on inaccessibility on their websites.

When the EOJN RH is accessible again, Narodne novine d.d. (plc) shall, without delay, notify the central state administration authority competent for public procurement policies and all Contracting Authorities thereon, via EOJN RH, and shall publish the notice on accessibility on their websites

Detailed instructions relating to electronic submission of bids are available at the EPPC website, on <https://eojn.nn.hr/Oglasnik/>.

The Contracting Authority is not obliged to extend a submission deadline if additional information, explanations or modifications have not been requested in due time or if their importance is insignificant for the preparation and delivery of the tailored bids.

The Bid submitted via electronic means of communication through EOJN RH shall be binding for the Bidder throughout the period of Bid Validity, regardless whether or not it has been signed, and the Contracting Authority cannot reject such a Bid based solely on this reason.

6.3 Method of Calculating the Bid Price:

6.3.1 A bid price shall be unchangeable throughout the period of contract duration.

6.3.2 The bid price shall include all costs stated in the Bill of Quantities and shall be expressed as:

1. The overall amount, in Croatian Kunas or Euros without VAT - in numbers,
2. The overall amount of VAT, in Croatian Kunas or Euros – in numbers, and
3. The overall amount, in Croatian Kunas or Euros with VAT-in numbers.

The Bid Price shall be expressed for the entire subject of procurement. The Bid Price exclusive of the VAT shall comprise all costs, including specific taxes, excise duties and customs duties if applicable, and discounts.

If the Bidder is not a VAT Payer or if the subject of procurement is excluded from VAT payment, in the Bid Form and the Bill of Quantities, fields intended for the Price inclusive of the VAT shall be completed with the same amount as the one entered into the field intended for the Price exclusive of the VAT, and the field intended for the VAT amount shall remain empty.

The Bidder shall not designate as confidential any details on the Unit Rate(s), amounts of individual items and overall Bid Price.

6.3.3 A Bid Price shall be stated in numbers.**6.4 Currency in which the Bid Price shall be expressed:**

A Bid Price shall be expressed in Croatian Kuna or EUROS.

6.5 Award Criteria and Criteria Relative Weight

The award criteria are the most economically advantageous bid.

The most economically advantageous bid criterion includes:

1. The Price, and
2. The Delivery Deadline

Relative criteria weighting

- Bid Price 90% (90 Points), and

- Delivery Deadline 10% (10 Points).

Criterion	Points	Maximum Points
Price	P	90
Delivery Deadline	DD	10
TOTAL		100

Bid Price**Criterion 1 – Bid Price – Maximum Number of Points**

The number of points that a Bid will receive for Criterion 1 shall be determined by applying the formula below.

For this criterion the Bidder may receive up to 90 points. The Bid which, compared to all other bids offers the lowest overall price exclusive of VAT and inclusive of all costs, discounts and duties, shall receive maximum number of points.

The Contracting Authority will award the bids with up to _____ points, so that the cheapest bid receives the highest score and every subsequent bid shall receive a proportionally lower score in relation to the previous, according to the equation:

$$C = C_{min}/C_n \times 90$$

Where:

C – number of points awarded for the criterion of price,

C_{min} – the bid with the lowest overall price, and

C_n – the overall price of the compared bid

The Bid Price shall be entered into the Bill of Quantities.

Criterion 2 – Delivery Deadline (RI) – Maximum Number of Points 10

The applicable criterion shall be the Delivery Deadline of the subject of procurement.

The Contracting Authority has determined the maximum delivery deadline of 150 working days as of the receipt of the relevant Purchase Order. It is mandatory that the delivery deadline is expressed in days. In the Bid, the Bidder shall provide a proposal of the delivery deadline in the form of a statement given by the person authorised for representation of the Economic Operator.

The Bidder who does not provide the proposed delivery deadline in its Bid shall be considered to have offered the maximum deadline defined in this Tender Documentation.

The points awarded for a shorter delivery deadline shall be calculated according to the following scale:

Delivery Deadline	Number of Points (RI)
From 100 to 150 working days	0
From 50 to 100 working days, including day 100	5
From 0 to 50 working days, including day 50	10

Calculation

The points awarded to the Bid according to the above criteria will be added up according to the following formula

$$BP = C + RI$$

Where

BP – total number of points awarded to the Bid,

C – number of points awarded for the criterion of price, and

RI – number of points awarded for the criterion of delivery deadline.

The points awarded per stated criteria will be summed up.

The most economically advantageous Bid shall be the valid Bid with the highest number of points.

If, according to the Bid selection criterion, two or more valid Bids have the same ranking, the Contracting Authority shall select the Bid which had been received earlier.

6.6 Language and Script of the Bid

A Bid shall be produced in the Croatian or English Language and in Latin script.

If any of the parts of the Bid required in Tender Documentation are in different foreign languages, the Bidder shall, with the required document, provide a translation of the document into Croatian or English certified by a Licensed Court Interpreter.

The certified translation completed by a Licensed Court Interpreter shall contain certification of the Licensed Court Interpreter which confirms that the translation is true to the original composed in a foreign language, as stipulated by Article 19 of the Ordinance of Licensed Court Interpreters (Official Gazette No. 88/08 and 119/08).

6.7 Bid Validity:

The Bid validity shall be minimum 3 months as of the day determined for submission of the Bid.

7 OTHER PROVISIONS

7.1 Provisions Relating to the Association of Economic Operators

The association of Economic Operators may rely on the capacity of members of an association or other Economic Operators under conditions laid out in Article 390 of the Public Procurement Act.

If a bid is submitted by an association of Economic Operators, a bid Form available in the EOJN RH shall be populated with the name of a bidder or names of all members of an association.

A Bid Form shall clearly state details on all members of an association as well as details on which part of the Public Procurement Contract (subject matter, quantity, value and percentage) will be completed by each member of an association.

The EOJN RH Bid Form may, exceptionally, be e-signed and certified only by one member of an association of bidders-the member authorised for communication with the Contracting Authority, providing all members of an association had empowered/authorised a bidder to sign a bid or a bound bid. In such case the authorisation/power-of attorney (as mandatory certified by the notary public) has to be enclosed to a bid as its integral part.

If the joint bid is selected as the most economically advantageous bid, an Economic Operator who is the lead partner in a bid shall, within eight days from the issuance of a valid decision on selection of the most economically advantageous bid, submit to the Contracting Authority a legal act (an agreement on establishment of an association) which shall include all elements referred to in a statement of an association of bidders and additional elements clearly indicating which part of a bid and the contract shall be executed by each Economic Operator participating in an association of bidders. The agreement shall be signed and certified by all members of a joint bid.

7.2 Provisions Relating to Subcontractors

7.2.1. The Contracting Authority shall not request that Economic Operators sub-contract part of the Public Procurement Contract or to hire certain sub-contractors, nor shall they impose any limitation to them unless there is a special regulation or international agreement stipulating otherwise.

7.2.2. Grounds for exclusion stated in Article 252(1) of the Public Procurement Act shall apply to the subcontractors, the Sub-contactors' subcontractors and the entities listed lower in the chain of sub-contractors.

If the Contracting Authority determines that there are reasons for exclusion of any sub-contractor, it shall request that the Economic Operator replace a sub-contractor within a reasonable deadline which is not shorter than five (5) days.

7.2.3. In its Bid the Economic Operator that intends to sub-contract a part of public procurement contract shall:

1. State which part of the contract will be sub-contracted (subject matter or quantity, value or percentage),
2. State details of a sub-contractors (name or company name, seat, OIB (Croatian Personal Identification Number) or national identification number, account number and the Sub-contractor's legal representatives), and
3. Provide the European Single Procurement Document (ESPD) for a sub-contractor.

If the Economic Operator has sub-contracted a part of the Public Procurement Contract, the details stated in the Items 1 and 2 above also have to be included in the Public Procurement Contract.

7.2.4. The Contracting Authority shall make payments directly to a sub-contractor, for the part of the contract it completed unless the Contracting Authority can prove that liabilities towards a sub-contractor relating to this part of the Contract have already been settled.

The contractor's invoice or intermediate report shall be enclosed with an invoice or intermediate report of its sub-contractors which it had previously verified.

During completion of the Public Procurement Contract a contractor can request that the Contracting Authority:

1. Replace a sub-contractor for the part of the Public Procurement Contract which it had previously sub-contracted
2. Introduce one or more sub-contractors whose total share shall not exceed 30% of the Public Procurement Contract value without VAT, regardless of whether it had sub-contracted any part of the Public Procurement Contract or not, and
3. Accept completion of part of the Public Procurement Contract which it had previously sub-contracted.

Enclosed to its request a contractor shall deliver to the Contracting Authority details and documents relating to the new Sub-contractor in accordance with Article 222 (1) of the Public Procurement Act.

The Contracting Authority shall not accept the request submitted by a contractor:

1. In the event stated in Article 224(1) Cl. 1 and 2 of the Public Procurement Act if, in the Public Procurement Procedure, to prove its capacity to meet the selection criteria relating to the Economic Operator, a contractor relied on the capacity of a sub-contractor which it is currently replacing and the new sub-contractor does not meet the same requirements or there are reasons for its exclusion,
2. In the event stated in Article 224(1) Cl. 3 of the Public Procurement Act if, in the Public Procurement Procedure, to prove its capacity of meeting the selection criteria relating to the Economic Operator, a contractor relied on the capacity of a sub-contractor to complete this part of the contract and a sub-contractor does not have the necessary capacity or this part of the contract had already been completed.

Participation of sub-contractors shall be without prejudice to any responsibility of a contractor to complete the Public Procurement Contract.

Details of the appointed Sub-contractors (name or company name, seat, Croatian Personal Identification Number (OIB) or National Identification Number, account number, legal representatives of the Sub-contractor) and of the parts of contract they will perform (subject matter or quantity, value or percentage) are mandatory components of the Public Procurement Contract.

- In the event that a part of the contract is sub-contracted, the payment shall, as mandatory, be made to the Sub-contractors.

7.3 Type, Instruments and Terms of Warranty

7.3.1 Bid Bond

As Bid Bond the Bidder shall provide a Bank Guarantee including the clause 'payable on the first written demand of the beneficiary' and 'without objection' amounting to HRK 15,000.00 valid in accordance with the period of Bid Validity or, as a minimum, 3 months from the expiry of the Bid Submission Deadline.

The Contracting Authority has the right to recovery from the provided Bid Bond in the following instances:

- The Bidder has withdrawn from its Bid within the Bid Validity Period,
- The updated supported documents according to Article 263 of the Public Procurement Act were not provided,
- The calculation error correction has not been accepted, and
- The signing of the Public Procurement Contract was rejected or the Performance Guarantee was not provided.

The Bid Bond shall be provided as original document separately from the Bid submitted electronically, as a hard copy inserted in a transparent, perforated, plastic folder, in a closed envelope directly to the protocol of the Contracting Authority or as a recorded mail sent to the address of the Contracting Authority. The envelope shall be marked as follows: Name and address of the Contracting Authority, name address and the Croatian Personal Identification Number (OIB) of the Bidder or the Tax ID according to the country of residence/headquarters, and designation:

('DO NOT OPEN', PART(S) OF ELECTRONIC BID
Aircraft Boarding Passes and Baggage Tags – BN.13/19 MV)

If during the Public Procurement Procedure the Bid validity and the Bid Bond validity expires, the Contracting Authority shall prior to selection require for the extension of the Bid validity and the Bid Bond from the Bidder which has submitted the most economically advantageous Bid within the period not shorter than five days.

The Bid Bond shall be returned to the Bidder within ten days as of signing of the Public Procurement Contract or the Framework Agreement, or the provision of the Performance Guarantee for the public procurement, and a copy of the guarantee shall be filed.

7.3.2 Performance Guarantee in the Event of Breach of Contractual Liabilities

The selected Bidder shall, within a period of 8 (eight) days as of the day of signing the contract provide a Performance Guarantee in a form of a Bank Guarantee including a clause 'payable on the first written demand of the beneficiary' and 'without objection' amounting to 10% of the contract value without VAT, valid throughout the entire contract duration period.

7.3.3 Money Deposit

Notwithstanding the form of the guarantee determined by the Contracting Authority, the Bidder may pay-in a money deposit in the required amount to the account of the Contracting Authority with Erste & Steiermarkische Bank d.d. No.:

IBAN: HR8724020061100554933
Reference: Bidder's OIB
Description of Payment: Guarantee BN. 13/19 MV

If the Bidder provides a money deposit as a bid bond, the evidence of payment shall be attached to the Bid.

State budget users operating via single state budget account do not have to provide the guarantee required according to provisions of this Item of Tender Documentation.

7.4 Date, Time and Place of (Public) Opening of Bids

The Bid Submission Deadline is by 31.05.2019.

Public opening of Bids shall take place at **10:00 AM in the Meeting Hall of Dubrovnik Airport Administrative Building, Dobrota 24, 20 213 Čilipi.**

Public opening of the Bids may be attended by authorised representatives of the Bidders and other persons. The right to actively participate in the public bid opening procedure shall only be with the Members of the Professional Committee for Public Procurement and authorised representatives of the Bidders.

7.5 Special Contract Performance Conditions

7.5.1 The Selected Bidder shall perform the contracted subject of procurement according to the quality, characteristics, unit rates stated in the Economic Operator's Bid, completed Bill of Quantities and conditions stated in Tender Documentation, which are all integral part of the Public Procurement Contract.

7.5.2 In accordance with the 2010 – 2020 Anti-corruption Programme for Majority State Owned Companies and the 2015 – 2020 Strategy of Prevention of Corruption, the Public Procurement Contract shall include an integrity clause reading:

The selected Bidder warrants and undertakes that it, or anyone it is aware of, has not committed any of the following actions, and that it, or any entity acting with its knowledge or consent, will commit any of the following actions:

a) Offering, giving, taking or demanding any inappropriate benefit with which it would affect activities of a Managing Director or employees of the Contracting Authority in relation to the relevant subject of procurement or implementation of the Contract concluded based thereon,

b) Any act which inappropriately affects or tries to affect the procurement procedure or the implementation of the concluded contract detrimental to the Contracting Authority, including collusion among Bidders.

In that regard, if any Board Member of the Selected Bidder, the Project Manager or Official is familiar with certain facts, the selected Bidder shall be considered familiar with them as well.

The selected Bidder shall notify the Contracting Authority if it becomes aware of any information or fact which indicates any potential commitment of any act(s) stated above.

7.5.3 In accordance with Dubrovnik Airport Information System Security Policy and the Ordinance on Managing Services provided by third Parties, the Public Procurement Contract shall contain a clause on the IS Security reading:

The selected Bidder declares that it is familiar with the Contracting Authority's IS Security Policy and the supporting regulations, in particular with the Ordinance on Adequate Use of the Information System, Ordinance on Managing Services provided by third Parties and Ordinance on Remote Access to the Information System, and declares that it agrees with them entirely.

The selected Bidder shall not disclose any data available to it during and in relation to the performance of this Contract, nor make them available to third parties in any other way, except with expressive written consent provided by the Contracting Authority, and shall take all available security measures to ensure data confidentiality.

The selected Bidder shall take all necessary measures to ensure that its employees, when remotely connecting to the Contracting Authority's information act with due care necessary in such events, and shall in particular warrant that its employees will in such an event act in accordance with the Contracting Authority's Ordinance on Remote Access to the Information System.

7.5.4 Any disputes resulting from this Contract, including disputes relating to issues of its valid creation, infringement or termination, as well as any legal effects resulting from it shall be directed for reconciliation in accordance with the applicable Ordinance on Reconciliation of the Croatian Chamber of Economy.

If these disputes are not resolved in an amicable way within 30 days following the proposal to initiate the reconciliation procedure or within any other deadline agreed by the parties, they will be finally resolved by arbitration in compliance with the applicable Rules of Arbitration of the Permanent Court of Arbitration, Croatian Chamber of Economy (Zagreb Rules).

7.6 Selection Decision Deadline

The Contracting Authority shall without delay deliver the Decision on the Results of the Public Procurement Procedure (selection of the most economically advantageous bid or cancellation of the Public Procurement Procedure) to every Bidder, in a verifiable way within 60 days as of expiry of the Bid Submission Deadline.

7.7 Payment Deadline, Method and Terms

The Contracting Authority shall settle the invoices within 30 (thirty) days following the receipt of duly delivered goods.

7.8 Deadline for Filing an Appeal on the Tender Documentation and Title and Address of the Appellate Body

Any appeal shall be submitted to the State Committee (Koturaška Cesta 43/4 10 000 Zagreb). It shall be submitted in writing and delivered in person or via licensed postal service provider or via electronic means of communication through interconnected information systems of the State Commission and the EOJN RH.

The Appellant shall deliver a copy of the appeal to the Contracting Authority within the appeal submission deadline.

When an appeal is filed by a licensed postal service provider, the day of delivery to the Contracting Authority shall be the day when the appeal was submitted for delivery to the licensed postal service provider.

Timely filing of the appeal shall be determined by the State Committee. Any appeal that has not been delivered to the Contracting Authority in accordance with Paragraph 3 of this Article shall be considered not filed in due time.

The form and the method of filing the appeal via electronic means of communication, method of information system interconnections and other essential issues relating to an electronic appeal shall be stipulated by the head of the central administration body competent for public procurement policy, in a relevant Ordinance.

In an open procurement procedure, the appeal shall be filed within ten (10) days starting from the:

1. Publication of the Contract Notice, when relating to the content of the Notice or Tender Documentation;
2. Publication of the Corrigendum, relating to the content;
3. Publication of any modification of Tender Documentation, when relating to the content of Tender Documentation;
4. Opening of Bids, when relating to failure of the Contracting Authority to timely respond to a submitted request for justification or amendment relating to Tender Documentation and the bid opening procedure, and
5. The receipt of the decision on the selection or annulment, when relating to the procedure of review, evaluation and selection of bids or reasons of annulment.

The Appellant, having failed to submit an appeal during certain stage of the open Public Procurement Procedure in accordance with Paragraph 1 of this Article shall have no right to appeal during any later stage of the procedure.

If the appeal was filed for Tender Documentation or its amendment, the Contracting Authority shall, immediately upon the receipt of the appeal, publish information stating that an appeal was filed on the documentation and that the Public Procurement Procedure has been suspended, and shall do so in the same manner and on the same websites where the original Tender Documentation was published.

The EOJN RH shall permanently disable access to bids or applications for participation submitted electronically during the period of the Public Procurement Procedure suspension, and the Contracting Authority shall return to Economic Operators unopened bids, Applications for Participation or their parts and any other documents or items delivered via means of communication other than electronic.

ANNEX 2 DELIVERY DEADLINE STATEMENT

In accordance with Item 6.5. of Tender Documentation, in the Public Procurement Procedure relating to AIRCRAFT BOARDING PASSES AND BAGGAGE TAGS, Procurement Number 13/19 MV, I hereby give the following

DELIVERY DEADLINE STATEMENT

Confirming that I, _____ , _____ ,
(First Name and Surname) (OIB or ID Number)

as the Authorised Representative of _____ ,
(Economic Operator's Name and Address, OIB)

declare the deadline for the delivery of goods in the procedure AIRCRAFT BOARDING PASSES AND BAGGAGE TAGS is _____ days.

Completed in _____ , on _____ 2019
(Place) (Date)

(Name and surname of Authorised Representative)

(Place for the Stamp)

(Signature of Authorised Representative)