

PROCUREMENT DOCUMENT
OPEN PROCUREMENT PROCEDURE

PAPER SHEET COUNTING MACHINE

Zagreb, 10 December 2021

AGENCIJA ZA KOMERCIJALNU DJELATNOST proizvodno, uslužno i trgovačko d.o.o. Savska cesta 31, 10000 Zagreb VAT No.: 58843087891	Ref. 17/INV/OPN
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1. Introduction

Pursuant to Article 15 of its Procurement Policy, AGENCIJA ZA KOMERCIJALNU DJELATNOST proizvodno, uslužno i trgovačko d.o.o. (AKD d.o.o.) is conducting as the Contracting Entity an open procurement procedure and defines in this Procurement Document the requirements and rules for the procurement of a Paper Sheet Counting Machine, wherein each economic operator may submit its tender within the tender submission period for the purpose of entering into a supply contract.

2. Particulars of the Contracting Entity

Contracting Entity: AGENCIJA ZA KOMERCIJALNU DJELATNOST proizvodno, uslužno i trgovačko d.o.o.

Address: Savska cesta 31, 10000, Zagreb

VAT No.: 58843087891

Website: akd.hr

E-mail: akd@akd.hr

3. Particulars of the person responsible for communicating with economic operators

Contact: Zlatko Čuletić

e-mail: zlatko.culetic@akd.hr

contact: Petra Jozić

e-mail: petra.jozic@akd.hr

Communication and any other exchange of information between the Contracting Entity and economic operators may be conducted in Croatian or English, in writing by e-mail using the address of the person responsible for communication.

4. Particulars of the procurement procedure

Ref.	17/INV/OPN
Type of procedure	Open Procurement Procedure
Procurement object	Paper Sheet Counting Machine

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Type of contract	Goods Supply Contract
Delivery date	16 weeks of the date both parties execute the supply contract
Estimate value of procurement	EUR 98.405,00 excl. of VAT
Date and method of providing this Procurement Document to the economic operators	The Procurement Document was published on 10 December 2021 on the Contracting Entity's website

The Contracting Entity reserves the right to cancel the procurement procedure at any time before the execution date of the supply contract without giving its reasons.

5. Description of the procurement object, technical specification and schedule of prices

The procurement object is a Paper Sheet Counting Machine.

The tenderer is required to attach to its tender completed, signed and certified Schedule of Prices and Technical Specification.

As part of its tender, each tenderer must provide technical documentation obtained from the manufacturer, a catalog, pamphlet, brochure or the like, including a description of the technical characteristics of the goods being offered, which must allow the Contracting Entity to establish whether or not the goods offered satisfy the requirements defined in Appendix I – Technical Specification.

Appendix I – Technical Specification shall be completed by inserting YES or NO – if the goods offered have a required technical characteristic, YES should be inserted, whereas NO should be inserted if it does not have it, also referring to the relevant section (page or quote) in the tender or catalog or any other document showing that such characteristic exists.

The exact quantity of the procurement object is defined in the Schedule of Prices attached to this Procurement Document and being an integral part hereof.

The tenderer shall complete the Schedule of Prices by filling in (inserting the unit price of) each item and calculating the total price of each item (by multiplying the quantity by the unit price), as well as the total price of the tender (sum of the prices of all items). The tender price shall be stated for the entire procurement object. The unit price of each item in the Schedule of Prices and the total price must be rounded to two decimal places. Each item in the Schedule of Prices must be completed. The tenderer is not allowed to modify the Schedule of Prices.

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Each tenderer may only submit one tender for the procurement object.

The Paper Sheet Counting Machine offered by the tenderer must conform to the Technical Specification attached to this Procurement Document; otherwise, the Contracting Entity shall disqualify any tender not conforming to the required technical specification.

The tenderer must offer a new and unused Paper Sheet Counting Machine.

6. Place of delivery

The procurement object shall be delivered to the Contracting Entity's registered office at Savska cesta 31, 10000 Zagreb.

7. Date of delivery

The Paper Sheet Counting Machine must be delivered within 16 (sixteen) weeks of the date both parties execute the supply contract for the machine on a CIP - AKD d.o.o./Savska cesta 31/Zagreb basis (Incoterms 2020).

8. Eligibility of economic operators (tenderers)

8.1. Required evidence of eligibility

8.1.1. Evidence that economic operators and their responsible persons have not been effectively convicted of criminal offences under the applicable legislation:

The economic operator must demonstrate that neither the economic operator nor its legal representatives have been effectively convicted of:

- a) participating in a criminal organization:
 - criminal association, commission of a crime as part of a criminal association;
- b) corruption:
 - receiving bribe in economic operations, bribing in economic operations, abuse of a public procurement procedure, abuse of position and power, illegal favoring, receiving bribe, bribing, influence peddling, bribing for influence peddling;
- c) fraud:
 - fraud, fraud in economic operations, tax or customs duty evasion, subsidy fraud;
- d) terrorism or crimes associated with terrorist activities:

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- terrorism, public encouragement of terrorism, terrorist recruitment, terrorist training, terrorist association;
- e) money laundering or terrorist financing:
 - financing of terrorism and laundering of money;
- f) child labor or any other form of human trafficking:
 - human trafficking.

Note:

An economic operator is not allowed to participate in procurement procedures for five years of the effective date of the relevant judgment, unless otherwise defined in such judgment. Where there are valid grounds for excluding an economic operator, such economic operator may provide to the Contracting Entity evidence of any measures it may have taken to demonstrate its reliability irrespective of such relevant grounds for its exclusion. The economic operator shall demonstrate its implementation of such measures by:

- paying damages or taking any other appropriate measures to pay compensation for any loss caused by its criminal offence or omission;
- actively cooperating with the competent investigative authorities to completely clarify the facts and circumstance surrounding such criminal offence or omission;
- implementing appropriate technical, organizational or personnel measures to prevent any further crimes or omissions.

Such measures taken by the economic operator shall be evaluated on the basis of the severity of and specific circumstances surrounding the criminal offence or omission and it must be explained why specific measures are or are not accepted.

The Contracting Entity shall not exclude the economic operator from the procurement procedure if it finds such measures taken to be appropriate.

Method of demonstrating:

For the purposes of demonstrating the absence of any circumstances defined in Section 8.1.1, the economic operator must provide as part of its tender a declaration of no criminal record whereupon its signature must be notarized, dated no more than 30 days prior to the publication date of this Procurement Document.

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In case of a consortium, each consortium partner must separately provide such evidence.

8.1.2. Evidence of having duly paid all tax obligations and obligations for pension and health insurance:

The economic operator must demonstrate that it has duly paid all its tax obligations and obligations for health and pension insurance:

1. in the Republic of Croatia, if the economic operator is established in the Republic of Croatia; or
2. in the Republic of Croatia and in the economic operator's country of establishment if the economic operator is not established in the Republic of Croatia.

As an exception, the Contracting Entity shall not exclude a economic operator's tender from the procurement procedure if it is not allowed to pay such obligations or has been granted an extension under specific legislation.

Method of demonstrating:

For the purposes of demonstrating the absence of any circumstances defined in Section 8.1.2, the economic operator must provide as part of its tender a certificated obtained from the Tax Administration or any other competent authority in the economic operator's country of establishment, dated no more than 30 days prior to the publication date of this Procurement Document.

If no such documents are issued in the economic operator's country of establishment or if they do not include all relevant circumstances, they may be replaced by a declaration bearing a notarized signature.

In case of a consortium, each consortium partner must separately provide such evidence.

8.1.3. Registration in a commercial, craft, trade or any other relevant registry in its country of establishment

For the purposes of demonstrating its ability to perform its professional activities, the economic operator must demonstrate its registration in a commercial, craft, trade or any other relevant registry in its country of establishment.

Method of demonstrating:

For the purposes of demonstrating the absence of any circumstances defined in Section 8.1.3, the economic operator must provide as part of its tender an extract from a commercial, craft, trade or any other relevant registry maintained in the Member State where it is established, dated no more than 30 days prior to the publication date of this Procurement Document.

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If no such documents are issued in the economic operator's country of establishment or if they do not include all relevant circumstances, they may be replaced by a declaration bearing a notarized signature.

In case of a consortium, each consortium partner must separately provide such evidence.

8.2. Other evidence of eligibility

8.2.1. Technical and professional ability

The tenderer must provide:

- A) one or more certificate(s) of duly performed contracts for the same or similar procurement object over the past 3 (three) years, including the tenderer's name and registered office, subject-matter and value of the contract, and the place and time of its performance; and
- B) a List of Experts who shall be providing the relevant services.

The tenderer must have qualified experts available, who have been duly trained for the commissioning and maintenance of the procurement object – at least 2 (two) persons. The tenderer must provide a list of its technicians duly trained for providing maintenance services and servicing the procurement object.

A valid certificate of having been trained to operate the procurement object issued by the manufacturer of the procurement object or their authorized representative must be provided for each person appearing on such list.

The tenderer may provide one or more certificate(s) of duly performed contracts, the aggregate value of which must be equal to or greater than the total value of the tenderer's tender.

9. Consortium

Several economic operators may submit a joint tender. The consortium partners shall be jointly and severally liable for the performance of the contract.

The joint tender must indicate which part of the supply contract (subject-matter, quantity, value and percentage) shall be performed by each consortium partner. A tender submitted by a consortium must indicate which consortium partner is authorized to communicate with the Contracting Entity

10. Publication of the Call for Tenders

The Contracting Entity published this Procurement Document on 10 December 2021 on its website: akd.hr.

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The economic operator may within the tender submission period request additional information, explanations or modifications in connection with this Procurement Document, which periods ends at noon on 16 December 2021.

The Contracting Entity shall answer tenderers' questions regarding the procurement object if they are received no later than 4 p.m. on 17 December 2021.

On expiration of this period, the Contracting Entity shall no longer be required to answer tenderers' questions.

In case of any material modification of this Procurement Document, the Contracting Entity may extend the tenderer submission period.

The Contracting Entity shall publish any modifications of this Procurement Document and its answers to such questions on its website: akd.hr.

Tender preparation and contents

The tenderer shall be exclusively responsible for the cost of preparing and submitting its tender.

While preparing its tender, the tenderer must comply with the terms and conditions of this Procurement Document and its Appendices, which must not be altered or supplemented.

Tenders must be submitted directly at the Contracting Entity's Filing Office or sent by registered mail to the Contracting Entity's address, in a sealed envelope indicating the name and address of the tenderer and the following address and wording:

- On the front:

Contracting Entity: AGENCIJA ZA KOMERCIJALNU DJELATNOST proizvodno, uslužno
i trgovačko d.o.o. Savska cesta 31, 10000, Zagreb

Ref.: 17/INV/OPN

Paper Sheet Counting Machine

„NE OTVARAJ“

- On the back:

Name and address of the tenderer/consortium

The tenderer is free to choose one of the options for submitting its tender and shall bear the risk of loss or untimely submission of its tender.

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The tender must include the following:

1. Tender Sheet;
2. Contents of the tenderer;
3. Completed and certified Schedule of Prices and Technical Specification;
4. Documents listed in Section 8 of this Procurement Document (evidence of eligibility);
5. Tender Guarantee;
6. Declaration of Price Invariability;
7. Declaration of the Delivery Date;
8. Declaration of the Warranty Period in accordance with Section 17 of this Procurement Document;
9. Declaration of Conformity in accordance with Section 15 of this Procurement Document;
10. Declaration accepting a penalty equaling 0.5% of the offered price for each day of delay, but no more than 10% of the offered price in accordance with Section 27 of this Procurement Document;
11. Declaration of accepting the terms and conditions of this Procurement Document;
12. Other documents required under this Procurement Document.

In case of a consortium, the Tender Sheet must include the following particulars: personal/corporate name, registered office, VAT No. (OIB) or national identifier, account number, indication of whether or not the tenderer is subject to VAT, mailing address, e-mail address, tenderer's contact person, phone and fax numbers for each consortium partner, indicating which partner is the lead partner authorized to communicate with the Contracting Entity.

The tender must be bound as a single unit to prevent any subsequent extracting or inserting of sheets or parts of the tender.

Its pages must indicate each page number and the total number of pages. If the tenderer comprises several parts, the page numbering of each subsequent part shall follow the last page number of the preceding part.

Any corrections of the tenderer must be made in such a way that the corrected wording remains visible (legible) or demonstrable (e.g. it is not allowed to delete, overwrite or

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remove letters or print). Such corrections must be dated and certified by tenderer's signature.

Documents within the tenderer may be provided as uncertified copies and the Contracting Entity reserves the right to request their original versions from the selected tenderer.

If any required evidence or documents provided by the tenderer are incomplete or missing, the Contracting Entity may request of the tenderer to supplement, clarify, complete or provide such necessary evidence or documents within 5 days.

The Technical Specification, the Schedule of Prices, the Warranty and the tenderer price may not be varied.

Any tenders received by the Contracting Entity after the tender submission deadline shall be treated as late. The Contracting Entity shall return such late tenders unopened to the addresses of the respective tenderers.

11. Language of the procedure and tender

The Contracting Entity shall prepare all documents concerning the limited procurement procedure in the Croatian or English languages using the Latin script.

The tenderer shall prepare its tender in the Croatian or English language using the Latin script. If the tenderer submits its tender in English, the evidence of eligibility defined in Section 8 of this Procurement Document and the declarations required to be provided in this open procurement procedure must be translated into Croatian.

The user manual for the machine must be provided in Croatian.

Form of user manual: paper and digital formats.

12. Tender pricing

The price of the Paper Sheet Counting Machine appearing in the tender must be denominated in euros. The tender price includes all costs up to the point of delivery on a CIP AKD d.o.o./Savska cesta 31/Zagreb basis (Incoterms 2020), as well as the costs of training, installation, commissioning and any discounts exclusive of VAT.

The tender price shall be written in numbers and letters.

The tenderer is required to provide a Declaration guaranteeing that the price will remain invariable for the entire term of the contract.

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13. Tender validity period

The validity period of the tender shall be at least 90 (ninety) days following the public tender opening date.

The tender shall remain binding upon the tenderer until the end of the tender validity period and the tenderer may at Contracting Entity's request extend the tender validity period.

14. Tender modifications and tender withdrawal

The tenderer may before the tender submission deadline modify or withdraw its tender. If the tenderer modifies its tender before the tender submission deadline, such tender shall be considered submitted as of the date its last modification is submitted.

The tender may not be modified after the tender submission deadline.

15. Declaration of Conformity

The tenderer shall submit with its tender a Declaration of Conformity for the Paper Sheet Counting Machine (a CE mark must be affixed on the Machine) and the technical documentation in the English language, save for the Paper Sheet Counting Machine's operating instructions which must be provided in Croatian and include information about safety, method of use, maintenance and a recommended list of spare parts.

16. Environmental undertaking

As the manufacturer, the tenderer warrants the Contracting Entity that the operation of the Paper Sheet Counting Machine may have no adverse environmental impact and that the levels of noise generated by the machine are in compliance with the Croatian Standards (HRN) which are consistent with the relevant guidelines and standards of the European Union (EN), whereas the acoustic power particulars must be displayed on the product.

17. Warranty period and rectification of defects within the warranty period, service and support

The selected tenderer warrants that the Paper Sheet Counting Machine functions properly and that it has no defects with respect to its design, material or workmanship.

The warranty period for the Paper Sheet Counting Machine must be at least 12 (twelve) months following the signature date of the Handover Protocol.

The selected tenderer shall supply the Contracting Entity with replacement parts and other nonfunctional parts of the machine free of charge within the warranty period.

Any major parts repaired or replaced within the warranty period must have a warranty of at least 12 (twelve) months.

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The warranty period shall be extended for the number of days the machine was inoperable due to a defect, from the defect reporting date until the date the defect is repaired.

The selected tenderer shall ensure that the relevant service is provided and that the defect is diagnosed within 48 (forty-eight) hours after the defect is reported and shall ensure that the diagnosed defect is repaired as soon as possible but no later than 10 days thereafter.

The selected tenderer must warrant that spare parts shall remain available for 10 (ten) years following the signature date of the Handover Protocol.

18. Site Acceptance Test (SAT)

The Site Acceptance Test must be included in the tender price. Such SAT may take up to three hours. The machine must be installed, the SAT must be performed and the relevant training must be delivered no later than 15 days of receiving the machine.

19. Types, forms and terms of guarantees

a) Tender Guarantee

The economic operator must attach to its tender a tender guarantee in the form of a bank guarantee or cash deposit. The bank guarantee must state that:

- the beneficiary of the guarantee is “AGENCIJA ZA KOMERCIJALNU DJELATNOST proizvodno, uslužno i trgovačko d.o.o. Savska cesta 31, 10000, Zagreb, OIB: 58843087891”;
- that the instructing party is an economic operator submitting a tenderer (in case of a consortium, all consortium partners may be named the instructing party or only one consortium partner may provide such bank guarantee on behalf of the entire consortium);
- the Bank irrevocably and unconditionally undertakes under such guarantee to pay the guaranteed amount in EUR at first written demand and without protest after receiving a written request from the beneficiary declaring that the instructing party and/or a consortium partner is in default on its obligation(s) and how, in case:
 - the tenderer withdraws its tender within its validity period;
 - the tenderer fails to provide any documents required by the Contracting Entity;
 - the tenderer does not accept a miscalculation;
 - the tenderer refuses to sign the supply contract; or
 - the tenderer fails to provide a performance guarantee.

Note:

The wording of the bank guarantee must specify each case subject to the guarantee.

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The validity period of the bank guarantee may not be less than the tenderer validity period.

If the tenderer extends the validity period of its tender, it must extend the bank guarantee for the same period.

The tender guarantee must equal at least 5% (five percent) of the estimated value of the procurement object offered in the tenderer's tender.

The tender guarantee must be submitted in its original version. Such original shall be submitted in a sealed plastic folder and is an integral part of the tender.

The guarantee must not be damaged in any way (by puncturing or stapling, etc.), except where papers are bound by a notary public or licensed court interpreter. Such plastic folder must indicate the page number on its exterior, in the same way as all pages of the tenderer submitted in paper format.

The Contracting Entity shall return the tender guarantee to the tenderers within ten days of the execution date of the supply contract or the date the performance guarantee is provided.

Instead of providing a tender guarantee, the tenderer may pay a cash deposit equaling the guarantee amount to the Contracting Entity's bank account, using the following particulars:

IBAN: HR2423900011100369379

Model: HRO0

Ref. No.: 247902-tenderer's VAT No. (OIB)

Purpose: Tender Guarantee, Procurement Procedure No. 17/INV/OPN

The deposit must be credited to the Contracting Entity's account at expiry of the tender submission period.

b) Performance Guarantee

The selected tenderer shall within 10 (ten) days of the contract execution date provide a performance guarantee covering events of its default. Such performance guarantee shall be provided in the form of a bank guarantee. Such bank guarantee must be payable on first demand, include a "no protest" clause, unconditional and irrevocable. The guarantee must cover 10% of the value of the supply contract exclusive of VAT and remain valid for at least 30 days following the expiry date of the contract.

Instead of providing a tender guarantee, the tenderer may pay a cash deposit equaling the guarantee amount to the Contracting Entity's bank account, using the following particulars:

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IBAN: HR2423900011100369379

Model: HR00

Ref. No.: 247902-tenderer's VAT No. (OIB)

Purpose: Performance Guarantee, Procurement Procedure No. 17/INV/OPN

The guarantee shall be enforced in case any contractual obligations are breached by the selected tenderer. If the guarantee is not enforced, it shall be returned to the selected tenderer after it duly performs the contract.

c) Guarantee of rectifying defects within the warranty period

Within 10 (ten) day of the date the Handover Protocol is signed and before payment of Invoice, the tenderer shall provide a guarantee of rectifying defects within the warranty period. Such guarantee of rectifying defects shall be provided in the form of a bank guarantee. Such bank guarantee must be payable on first demand, include a "no protest" clause, unconditional and irrevocable. The guarantee must cover 10% of the value of the supply contract exclusive of VAT and remain valid for at least 12 months.

Instead of providing a tender guarantee, the tenderer may pay a cash deposit equaling the guarantee amount to the Contracting Entity's bank account, using the following particulars:

IBAN: HR2423900011100369379

Model: HR00

Ref. No.: 247902-tenderer's VAT No. (OIB)

Purpose: Guarantee of Rectifying Defects, Procurement Procedure No. 17/INV/OPN

20. Variants of the tender

No variants or alternative tenders are allowed.

21. Tender submission deadline

The deadline for submitting tenders is 10 a.m. on 23 December 2021 irrespective of how they are delivered.

22. Date, time and place of submitting tenders and public opening of tenders

The public opening of tenders shall start at 10 a.m. on 23 December 2021 at the Contracting Entity's address in Zagreb.

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Tenderers or their authorized representatives may attend the public tender opening. Such representatives of tenderers must demonstrate their authority in writing.

23. Tender selection criteria

After verifying tenderers' eligibility, the Contracting Entity's Procurement Committee shall apply the lowest-price criterion to each eligible tenderer's tender.

The most advantageous tender shall be one that is submitted by an eligible and able tenderer and fully complies with all requirements of this Procurement Document, contains no miscalculations, and is therefore eligible.

24. Payment date, method and terms

No amount is required to be prepaid.

The Contracting Entity shall pay the supplier the acknowledged and undisputed invoice within 30 (thirty) days of receiving such valid invoice.

25. Integrity clause

The tenderer warrants that it shall act fairly in this open procurement procedure and shall not engage in any prohibited practices in connection with the procurement procedure (corruption, fraud, or offering, giving or promising any undue advantage that may influence the actions of an employee) and agrees that the entire procedure may be audited by independent experts and accepts its liability and certain sanctions, including unconditional termination of the contract in case any applicable rules are violated.

26. Decision to select/cancel and time limit for its rendering

The Contracting Entity shall provide to the tenderers its decision to select or, if there is any reason to cancel the procedure, its decision to cancel it, within 60 days of the public tender opening date.

The Contracting Entity shall provide to the participants its decision to select or decision to cancel the procurement procedure in writing, in a demonstrable way.

The procurement procedure shall end as of the execution date of the supply contract.

27. Special and other requirements for contract performance

In case of failure to deliver or inadequate delivery, the supplier shall pay the Contracting Entity a contractual penalty equaling 0,5% of the total agreed value of the contract for each day of delay and shall compensate it for any expenses or losses it may incur as a result thereof. Such

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contractually penalty payable for failure to deliver or inadequate delivery may not exceed 10% (ten percent) of the agreed value, provided that the Contracting Entity remain entitled to claim damages.

In case the contractual penalty payable for delays reaches 10% (ten percent) of the total agreed value and the supplier continues to delay its obligations under the contract, the Contracting Entity may terminate the contract. If the Contracting Entity incurs a loss as a result of supplier's delay in excess of 10% (ten percent) of the contract's value, it may demand to be paid the difference up to the full amount of such loss by enforcing the performance guarantee.

Such contract shall be entered into in writing within 7 (seven days) of the date the Decision to Select is provided.

The parties to the contract shall perform the contract in accordance with the terms and conditions of this Procurement Document and the selected tender. Parties' liability for their obligations under the supply contract shall be subject to the relevant provisions of the Civil Obligations Act (Official Gazette No 35/05, 41/08, 125/11, 78/15 i 29/18).

The parties accept their liability for their obligations under the contract and undertake to perform each obligation in a timely, proper and diligent manner.

The parties agree that the supplier shall compensate the Contracting Entity for any loss caused by its wilfull misconduct, negligence or omission in violation of the contract, its annexes or any applicable legal standards and such conduct shall be treated as a breach of the contract.

If the Contracting Entity learns of any professional omission on the part of the economic operator in the course of performing the contract, the Contracting Entity may terminate the supply contract unilaterally.

All communications between the Contracting Entity and the supplier in connection with any default must be made in writing in demonstrable form.

The parties shall amicably resolve any disputes arisen from or in connection with the contract, including any disputes concerning its valid execution, breach or termination, as well as the resulting legal effects or, failing such resolution, they shall submit to the jurisdiction of the competent court of the Republic of Croatia. The contract shall be governed exclusively by Croatian law.

A professional omission shall be deemed to have occurred if the supplier fails to perform its obligatons under the contract in any way, for example, if it fails to comply with the terms of the contract, if there are any material defects in the goods supplied, if the delivery thereof is

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Procurement Document	

delayed, if it treats Contracting Entity's employees inappropriately, or if it engages in any other similar conduct that compromises its reliability as a contract partner.

The supplier shall be deemed to have made such professional omission if it fails to remedy its breach after receiving a written notice from the Contracting Entity inviting it to remedy it within a specific period allowed.

The Contracting Entity shall demonstrate such professional omission by objectively assessing the circumstances surrounding each case.

28. Lodging complaints with the Contracting Entity about irregularities in the procurement procedure

For the purpose of protecting its rights, a tenderer that has submitted its tender in this procurement procedure may within 3 (three) days of receiving a written decision to select lodge a written complaint with the Contracting Entity.

The Contracting Entity shall respond to such tenderer's complaint no later than 5 (five) days of receiving it.

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TECHNICAL SPECIFICATION	

Appendix I.

Component name	Technical requirements	Requirement is met
General	Type of machine: Paper Sheet counting machine with two counting heads	
	Counting technology: Disc	
	Counting method: Corner	
	Maximum declared sheet counting speed without tabbing (i.e., strip insertion): minimum 5'000 sheets/minute	
	Maximum declared sheet counting speed with tabbing (i.e., strip insertion): minimum 2'500 sheets/minute	
	Minimum counting sheet size, (using one counting head): 297x210 mm or smaller	
	Maximum counting sheet size, (using two counting heads): 1000x800 mm or larger	
	Maximum declared pile height: minimum 150 mm or higher	
Control unit	Programmable; colour touch screen input	
Disc set(s)	Counting paper* weight range: from 60 to 120 g/m ² or wider *Security and commercial uncoated paper	
	Specification of the discs included in the offer: the name/type and paper weights for which the discs are intended must be stated	
Tab inserters	The option to insert strips/tabs inside the pile of paper according to predefined quantities of sheets on both counting heads is required	
Working table	Type: Air float table	
	Height adjustment range: from 85 - 90 cm or	

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TECHNICAL SPECIFICATION	

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Additional requirements		Requirement is met
Safety	CE certificate	
Warranty	At least 12 months from the date of signing the handover record	
Installation, training and acceptance of equipment	Installation of the machine, commissioning and Site Acceptance Test at the customer's location: included	
	Training for the operators at the customer's location: Included	
Service and support	Spare parts availability for at least 10 years from date of purchase	
	Technical documentation, (operator manual) must be provided in Croatian language, (Digital and hard copy)	
	Support and service interventions by the supplier at the customer's facility should be provided upon request	
	The response for service intervention must not be longer than 48 hours from the call until the beginning of the service of the machine at the customer's location in Zagreb	
Delivery time:	No longer than 16 weeks from signing the contract	

Tenderer: _____, Date: _____

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SCHEDULE OF PRICES Paper Sheet Counting Machine	

Appendix II.

Contracting Authority: AKD d.o.o., Savska cesta 31, 10000 Zagreb

Procurement number: 17/INV/OPN

Subject of procurement: PAPER SHEET COUNTING MACHINE

No.	DESCRIPTION	Set	Unit price (EUR, VAT exclusive)	Total price (EUR, VAT exclusive)
1	Paper Sheet Counting Machine with two counting heads with discs and tab inserters	1		
2	Packaging and Delivery	1		
3	Installation & Commissioning	1		
	Total 1+2+3 (VAT exclusive)			
	VAT			
	Total, VAT inclusive			

Tenderer: _____, **Date:** _____

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TENDER FORM	

Appendix III.

Contracting Authority:

Name	AGENCIJA ZA KOMERCIJALNU DJELATNOST proizvodno, uslužno i trgovačko d.o.o.
Address	Savska cesta 31, 10000, Zagreb
PIN	58843087891
Subject of procurement	Paper Sheet Counting Machine

Tenderer:

Joint Venture (please encircle the correct answer)	YES	NO
Name and address of the Tenderer/JV member authorized for communication with Contracting Authority		
PIN		
IBAN:		
Economic operator subject to VAT (please encircle the correct answer)	YES	NO
Postal address		
E-mail address		
Tenderer contact person		
Telephone number		

Tender:

Tender number	
Tender date	
Delivery date	_____ days from the contract execution (mandatory entry)
Validity term	_____ days from final tender submission date (mandatory entry)

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Tender price for Paper Sheet Counting Machine:

Tender price exclusive of VAT	
VAT	
Tender price inclusive of VAT	

For the Tenderer: (responsible person name and title)	
Stamp (where applicable) and Authorized person signature	

Appendix IV.

STATEMENT OF NO CRIMINAL RECORD FOR THE ECONOMIC OPERATOR

As a legally authorized person for representation of the economic operator, I hereby issue the following:

STATEMENT OF NO CRIMINAL RECORD

Hereby I _____ residing in _____
(name) (residence address)

ID document type and number _____ issued by

_____, **on behalf of the economic operator:**

(economic operator name and address, PIN or ID number in the country of business residence)

declare that **the above mentioned economic operator** has not been convicted by a final judgment for:

a) participation in a criminal organisation, based on:

- Article 328 (criminal association) and Article 329 (perpetrating criminal offence through criminal association) of the Criminal Code, and
- Article 333 (association for the purpose of perpetrating criminal offences) of the Criminal Code (Official Gazette, no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11, and 143/12);

b) corruption, based on:

- Article 252 (accepting bribe in business operations), Article 253 (giving bribe in business operations), Article 254 (abuse in public procurement procedure), Article 291 (abuse of position and power), Article 292 (illegal favouring), Article 293 (accepting bribe), Article 294 (giving bribe), Article 295 (influence peddling), and Article 296 (influence peddling bribery) of the Criminal Code, and
- Article 294a (accepting bribe in business operations), Article 294b (giving bribe in business operations), Article 337 (abuse of position and power), Article 338 (abuse of government authority duties), Article 343 (illegal mediation), Article 347 (accepting bribe), and Article 348 (giving bribe) of the Criminal Code (Official Gazette, no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11, and 143/12);

c) fraud, based on:

- Article 236 (fraud), Article 247 (fraud in business operations), Article 256 (tax or customs duty evasion), and Article 258 (subsidy fraud) of the Criminal Code, and
- Article 224 (fraud), Article 293 (fraud in business operations), and Article 286 (tax and other duty evasion) of the Criminal Code (Official Gazette, no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11, and 143/12);

d) terrorism or offences linked to terrorist activities, based on:

- Article 97 (terrorism), Article 99 (public incitement to terrorism), Article 100 (recruitment for terrorism), Article 101 (training for terrorism), and Article 102 (terrorist association) of the Criminal Code, and
- Article 169 (terrorism), Article 169a (public incitement to terrorism), and Article 169b (recruitment and training for terrorism) of the Criminal Code (Official Gazette, no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11, and 143/12)

e) money laundering or terrorist financing, based on:

- Article 98 (terrorist financing) and Article 265 (money laundering) of the Criminal Code, and
- Article 279 (money laundering) of the Criminal Code (Official Gazette, no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11, and 143/12)

f) child labour and other forms of trafficking in human beings, based on

- Article 106 (trafficking in human beings) of the Criminal Code, and
- Article 175 (trafficking in human beings and slavery) of the Criminal Code (Official Gazette, no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11, and 143/12),

or for any equivalent criminal offences according to the national laws of the country of business residence of the economic operator or the country of my citizenship, encompassing the reasons for exclusion under Article 57(1) items (a) to (f) of the Directive 2014/24/EU.

By this Statement the economic operator proves the information provided in this document correspond to the actual state of facts at the time when submitted to the Contracting Authority and serve to prove what the economic operator stated in the Uniform Capability Proving Form (JODS).

Place and dated: _____, _____ 202_

Stamp

(name)

(signature)

NOTE: The Statement shall be signed by a person authorized for sole and independent representation of the economic operator (or persons authorized for joint representation of the economic operator).

Where two or several persons are authorized to represent the economic operator solely and independently, the Statement may be signed by one of such persons.

If the Statement is signed by a citizen of the Republic of Croatia, the signature must be notarized by a notary public.

If the Statement is signed by a person who is not citizen of the Republic of Croatia, the signature must be notarized by a competent court or administrative authority, notary public, or professional or trade authority in the country of business residence of the economic operator, or country of citizenship of the person signing.

Appendix V.

STATEMENT OF NO CRIMINAL RECORD FOR NATURAL PERSONS

As a legally authorized person for representation of the economic operator:

(enter the person's capacity: member of the management, controlling or supervisory body of the economic operator or with the authority for representation, decision-making or supervision of the economic operator)

in the economic operator:

(economic operator name and address, PIN or ID number in the country of business residence)

I hereby issue the following:

STATEMENT OF NO CRIMINAL RECORD

Hereby I _____ residing in _____
(name) (residence address)

ID document type and number _____ issued by

declare (please encircle A or B or both):

A) That I have not been convicted by a final judgement for

AND/OR

B) For and on behalf of all other members of the management, controlling or supervisory body of the economic operator or with the authority for representation, decision-making or supervision of the economic operator, that they have not been convicted by a final judgment for:

a) participation in a criminal organisation, based on:

- Article 328 (criminal association) and Article 329 (perpetrating criminal offence through criminal association) of the Criminal Code, and
- Article 333 (association for the purpose of perpetrating criminal offences) of the Criminal Code (Official Gazette, no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11, and 143/12);

b) corruption, based on:

- Article 252 (accepting bribe in business operations), Article 253 (giving bribe in business operations), Article 254 (abuse in public procurement procedure), Article 291 (abuse of position and power), Article 292 (illegal favouring), Article 293 (accepting bribe), Article 294 (giving bribe), Article 295 (influence peddling), and Article 296 (influence peddling bribery) of the Criminal Code, and

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

c) fraud, based on:

- Article 236 (fraud), Article 247 (fraud in business operations), Article 256 (tax or customs duty evasion), and Article 258 (subsidy fraud) of the Criminal Code, and
- Article 224 (fraud), Article 293 (fraud in business operations), and Article 286 (tax and other duty evasion) of the Criminal Code (Official Gazette, no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11, and 143/12);

d) terrorism or offences linked to terrorist activities, based on:

- Article 97 (terrorism), Article 99 (public incitement to terrorism), Article 100 (recruitment for terrorism), Article 101 (training for terrorism), and Article 102 (terrorist association) of the Criminal Code, and
- Article 169 (terrorism), Article 169a (public incitement to terrorism), and Article 169b (recruitment and training for terrorism) of the Criminal Code (Official Gazette, no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11, and 143/12)

e) money laundering or terrorist financing, based on:

- Article 98 (terrorist financing) and Article 265 (money laundering) of the Criminal Code, and
- Article 279 (money laundering) of the Criminal Code (Official Gazette, no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11, and 143/12)

f) child labour and other forms of trafficking in human beings, based on

- Article 106 (trafficking in human beings) of the Criminal Code, and
- Article 175 (trafficking in human beings and slavery) of the Criminal Code (Official Gazette, no. 110/97, 27/98, 50/00, 129/00, 51/01, 111/03, 190/03, 105/04, 84/05, 71/06, 110/07, 152/08, 57/11, 77/11, and 143/12),

or for any equivalent criminal offences according to the national laws of the country of my citizenship or country/countries of their citizenship, encompassing the reasons for exclusion under Article 57(1) items (a) to (f) of the Directive 2014/24/EU.

By this Statement the economic operator proves the information provided in this document correspond to the actual state of facts at the time when submitted to the Contracting Authority and serve to prove what the economic operator stated in the Uniform Capability Proving Form (JODS).

Place and dated: _____, _____ 202_

Stamp

(name)

(signature)

NOTE: The Statement shall be signed by each person who is a member of the management, controlling or supervisory body of the economic operator or with the authority for representation, decision-making or supervision of the economic operator.

The Statement may be issued on behalf of all the mentioned persons by a person authorized to represent the economic operator solely and independently (or persons authorized for joint representation of the economic operator).

In that case, it is not necessary to name individually each person who is a member of the management, controlling or supervisory body of the economic operator or with the authority for representation, decision-making or supervision of the economic operator, but the submitted joint Statement should show that it refers to all persons who are members of the management, controlling or supervisory body of the economic operator or with the authority for representation, decision-making or supervision of the economic operator.

If the Statement is signed by a citizen of the Republic of Croatia, the signature must be notarized by a notary public.

If the Statement is signed by a person who is not citizen of the Republic of Croatia, the signature must be notarized by a competent court or administrative authority, notary public, or professional or trade authority in the country of citizenship of the person signing.