

PROCUREMENT DOCUMENTATION

OPEN PROCUREMENT PROCEDURE

CARD PERSONALISATION MACHINE

Zagreb, July 2022

AGENCIJA ZA KOMERCIJALNU DJELATNOST proizvodno, uslužno i trgovačko d.o.o. Savska cesta 31, 10000 Zagreb OIB: 58843087891	Procurement number: 10/INV/OPN
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1. Introduction

Based on Article 15 of the Ordinance of Procurement, AGENCIJA ZA KOMERCIJALNU DJELATNOST proizvodno, uslužno i trgovačko d.o.o. (AKD d.o.o.) as the Contracting Authority hereby lays down the terms and conditions for the supply of a Card Personalisation Machine in which any economic operator may submit a tender within the tender submission term with the aim to conclude a procurement contract.

2. Contracting Authority

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

Address: Savska cesta 31, 10000, Zagreb

PIN: 58843087891

Website: akd.hr

E-mail: akd@akd.hr

3. Person responsible for communication with economic operators

Contact person: Zlatko Čuletić

E-mail: zlatko.culetic@akd.hr

Communication and all other exchange of information between the Contracting Authority and the economic operators may take place in Croatian or English by e-mail, addressed to the person responsible for communication.

4. Procurement procedure

Procurement number	10/INV/OPN
Type of procedure	Open procurement procedure
Subject of procurement	Card Personalisation Machine
Type of procurement contract	Goods Procurement Contract
Final delivery date	12 (twelve) weeks of the execution of the contract signed by both parties
Estimated procurement value	HRK 4,000,000.00, exclusive of VAT i.e. EUR 532,402.84 exclusive of VAT

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	according to the Croatian National Bank's average exchange rate for EUR as of July 12, 2022 (1 EUR = 7.513108).
Date and method of delivery of Procurement Documentation to economic operators	On 12 July 2022, the Procurement Documentation will be published at the Contracting Authority website

The Contracting Authority retains the right to cancel the procurement procedure at any time until the execution of the procurement contract without need to specify the reasons.

5. Description of the subject of procurement, Technical Specification and Bill of Quantities

The subject of procurement is a Card Personalisation Machine, as described in the Technical Specification.

The Tenderers shall accompany their tenders with a filled-in, signed and certified Technical Specification and Bill of Quantities.

The precise quantity of the subject of procurement is laid down in the Bill of Quantities enclosed to the Procurement Documentation as an integral part hereof.

The Tenderer shall fill in the Bill of Quantities by entering each item (entering the unit price) and calculating the total item value (quantity multiplied by unit price) as well as total tender price (sum of total prices of all items). The tender price shall be expressed for the entire subject of procurement. Unit prices of each item of the Bill of Quantities and the total price shall be rounded to two decimals. All items of the Bill of Quantities must be filled in. Tenderers may not amend the Bill of Quantities.

Each Tenderer shall submit only one tender for the subject of procurement.

The Tenderer shall offer a Card Personalisation Machine in accordance with the Technical Specification enclosed to the Procurement Documentation or otherwise the Contracting Authority shall reject any tender non-compliant with the required technical specifications as unacceptable.

6. Place and date of delivery

The Card Personalisation Machine shall be delivered within 12 (twelve) weeks of the date of signing the procurement contract on CIP, AKD d.o.o., 10000 Zagreb, Savska cesta 31 (Incoterms 2020) basis.

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Due delivery of the Machine shall be confirmed with a Protocol of Delivery and Acceptance certified by representatives of the Contracting Authority and the selected Tenderer.

7. Contract term

The Contract shall be concluded for a term of 15 (fifteen) months of the execution date. Where the Tenderer offers a warranty term exceeding the minimum required, the Contract term shall be extended by an additional number of months.

8. Determination of capability of the economic operator (Tenderer)

8.1. Mandatory proofs of capability

8.1.1. Proof that responsible persons and economic operators have not been convicted by a final court judgment for criminal offence in accordance with the applicable laws:

The economic operator must prove that itself and its legally authorized representatives have not been convicted by a final court 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;
- 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;
- 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;
- 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,

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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;
- 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;
- 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;
- 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 that, according to the national laws of the country of business residence of the economic operator or the country of citizenship of the responsible person, encompass the reasons for exclusion under Art. 57(1) (a)-(f) of Directive 2014/24/EU.

Note:

The period of an economic operator's non-eligibility for the procurement procedure is 5 years from the date when the judgment becomes final, unless specified otherwise in the final judgment. The economic operator fulfilling the grounds for non-eligibility may provide the Contracting Authority with proofs of the steps taken by it to prove its eligibility notwithstanding the relevant grounds for non-eligibility. The fact that such steps have been taken may be proven by the economic operator:

- by payment of damages or taking other appropriate steps to pay any damages caused by a criminal offence or failure to act;
- through active cooperation with the competent investigating authorities to completely clear the facts and circumstance related to the criminal offence or failure to act;
- through appropriate technical, organizational, and personnel steps aimed to prevent further criminal offences or failures to act.

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Steps taken by an economic operator shall be evaluated taking into account the severity and the specific circumstances of the criminal offence or failure to act, with an explanation of the grounds for acceptance or non-acceptance of the steps.

The Contracting Authority shall not exclude an economic operator from the procurement process where it finds that the steps taken are adequate.

Method of proving:

To prove that the circumstances laid down in Article 8.1.1 do not exist, the economic operator shall accompany the tender with Statements of No Criminal Record as provided in Schedule IV and Schedule V to the Procurement Documentation given under oath or, if no statement under oath exists in the relevant country law, a statement with the signature certified by a relevant judiciary or administrative authority, notary public, or trade or commercial authority in the country of residence of the economic operator, or country of which the person is a citizen, not older than 30 days as of the publication of the Procurement Documentation on the Contracting Authority website.

In the case of a joint venture, each member shall submit a separate proof.

8.1.2. Proof of due payment of all outstanding tax dues and sums for pension and health insurance:

The economic operator must prove it has paid the outstanding tax dues and sums for pension and health insurance:

1. In the Republic of Croatia, if the economic operator has its business residence in the Republic of Croatia, or
2. In the Republic of Croatia or in the country of its business residence, if the economic operator does not have its business residence in the Republic of Croatia.

By way of exception, the Contracting Authority will not exclude a tender of an economic operator from the procurement procedure if the economic operator is not allowed to make payment pursuant to a special law or is allowed to make delayed payment.

Method of proving:

To ensure that the circumstances from Article 8.1.2 do not exist, the economic operator shall accompany its tender with a proof in form of:

- a) a certificate issued by the Tax Administration or another authority in the country of its business residence proving that the circumstances for the exclusion do not exist, not older than 30 days as of the publication of the Procurement Documentation on the Contracting Authority website.

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If no such documents are issued in the economic operator's country of business residence or the responsible person's country of citizenship, the economic operator shall submit:

- b) statement under oath or, if such a statement does not exist under the law of the respective country, a statement with the signature certified by a relevant judiciary or administrative authority, notary public, or trade or commercial authority in the country of residence of the economic operator, or country of which the person is a citizen, not older than 30 days as of the publication of the Procurement Documentation on the Contracting Authority website.

To prove the circumstances from Article 8.1.2, the economic operator shall submit the Statement from Schedule VI of the Procurement Documents.

In the case of a joint venture, each member shall submit a separate proof.

8.1.3. Registration in a court, trade, professional, or another appropriate register in the country of business residence

In order to prove the capability for the professional activity, the economic operator must prove its registration in a court, trade, professional, or another appropriate register in the country of its business residence.

Method of proving:

In order to ascertain the circumstances set forth in 8.1.3, the economic operator shall accompany its tender with a proof in form of an excerpt from a court, trade, professional, or another appropriate register kept in the country of its business residence, not older than 30 days as of the publication of the Procurement Documentation on the Contracting Authority website.

If no such documents are issued in the economic operator's country of business residence, they may be substituted with a statement bearing a signature notarized by a notary public.

In the case of a joint venture, each member shall submit a separate proof.

9. Joint Ventures

Several economic operators may submit a joint tender. The joint venture shall be jointly responsible for the performance of the contract.

The joint tender shall specify the part of the procurement contract (subject, quantity, value, percentage) which will be performed by a specific JV member. The joint tender shall also specify the JV member authorized for communication with the Contracting Authority.

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10. Publication of the Call for Tenders

On 12 July 2022, the Contracting Authority published the Procurement Documentation at the website: akd.hr.

During the tender submission period, the economic operator may request additional information, explanation, or amendments related to the Procurement Documentation, at latest by 12.00 noon, on 15 July 2022.

The Contracting Authority shall publish any amendments to the Procurement Documentation and reply to any Tenderer inquiries concerning the subject of procurement received at latest by 04.00 pm on 18 July 2022.

After the specified date, the Contracting Authority is not obliged to reply to the Tenderers' inquiries.

In the case of any substantial amendments to the Procurement Documentation, the Contracting Authority may extend the tender submission term.

The Contracting Authority shall publish amendments to the Tender Documents and responses to any Tenderer inquiries at its website: akd.hr within the above specified terms.

11. Tender preparation and contents

Cost of tender preparation and submission shall be entirely at the Tenderer's expense.

When preparing the tender, the Tenderer must comply with the requirements and conditions set forth in the Procurement Documentation and its schedules, which may not be amended or supplemented.

Tenders shall be submitted directly to the Contracting Authority registry or by registered mail to the Contracting Authority's address, in a sealed envelope featuring the Tenderer's name and address as well as the address and identification as follows:

- Front:

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„NE OTVARAJ“ (“DO NOT OPEN”)

- Back:

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Name and address of the Tenderer/JV members

The Tenderer shall independently determine the method of tender submission and shall entirely bear the risk of loss or untimely submission of the tender.

The tender should include:

1. Tender Form;
2. Table of contents;
3. Filled in and certified Bill of Quantities and Technical Specification;
4. Documents listed in Article 8 above (proofs of capability);
5. Tender Bond;
6. Statement of Warranty Term (if a longer warranty term is offered)
7. Statement of Integrity
8. Partner Due Diligence Questionnaire Form
9. Statement of acceptance of terms and conditions of the Procurement Documentation;
10. Other documents required in the Procurement Documentation.

In the case of a joint venture, the Tender Form shall include for each JV member: name or corporate name, corporate seat, OIB or national identification number, account number, information on whether the Tenderer is subject to VAT, postal address, e-mail address, Tenderer's contact person, telephone and fax number, with the mandatory identification of the leading JV member authorized for communication with the Contracting Authority.

A tender shall be bound into a unit in such a manner as to make impossible subsequent taking out or adding sheets or parts of the tender (e.g., by use of a security binding thread, both ends of which are affixed to the last sheet with a label and stamp).

Note: A copy of Technical Specification with proofs (catalogue or other manufacturer's technical documents) from this Article shall be submitted in the same manner as a Tender Bond in accordance with Article 19 of the Procurement Documentation, for easier review and evaluation of the tenders by the Contracting Authority.

In the case of any differences in the description of the offered subject of procurement between the two copies of the Technical Specification, the one submitted with the tender and not bound as the bond shall be applicable.

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The tender pages shall be numbered in such a manner that the page number and total number of pages are visible. If a tender consists of several sections, pages are marked in a manner to ensure that each following section begins with the sequential number continuing from the page number ending the preceding section.

Any corrections in the tender must be done in a manner to make sure the corrected text is visible (legible) or provable (e.g., no erasure, covering, or removal of any letters or prints is allowed). Corrections must be confirmed with the Tenderer's signature and date.

Documents forming the tender may be submitted in form of uncertified copies and the Contracting Authority is entitled to request the original from the selected Tenderer.

The Tenderer shall provide an appropriate proof in the tender showing that the offered subject of procurement fulfils the requirements from the Technical Specification or offers better technical feasibility and for that purpose shall submit in its Tender:

- a catalogue or other manufacturer's technical documents or a statement about the offered equipment by the manufacturer or its authorized representative.

To prove that the offered subject of procurement fulfils the technical characteristics laid down in the Technical Specification, the Tenderer shall enter a description and the required technical characteristic of the subject of procurement for each item in the column "Confirmed" as well as the page number and/or item number from the catalogue which doubtlessly shows that the Technical Specification requirements for the offered subject of procurement are met, unless where YES or NO answer is required. In that case, enter YES if the offered equipment has the required technical characteristic, or enter NO if the offered equipment does not have the required characteristic.

For the same purpose, instead of a catalogue, a reference may be entered to the page in the manufacturer's technical documents or to certified statements by the manufacturer or the manufacturer's authorized representative.

Tender documents may be submitted in form of uncertified copies, but the Contracting Authority reserves the right to request the selected Tenderer to provide the originals.

Equipment which is a prototype or trial series may not be offered.

If any requested proofs or documents submitted by the Tenderer are or appear incomplete or incorrect or any documents are missing, the Contracting Authority may, while respecting the principles of non-discrimination and transparency, ask the Tenderers to supplement, explain, complete, or provide required proofs and documents within 3 days.

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However, such act shall not lead to negotiation about the criteria for the tender selection or about the offered subject of procurement.

Warranty (except for its duration, provided that at the time of delivery it must cover the tender opening term) and prices/criteria for the economically most favourably tender selection cannot be subsequently supplemented.

The Contracting Authority is obliged to verify the numerical accuracy of the tender. If a tender includes a calculation error, the Contracting Authority shall ask the Tenderer to agree with the error correction. In the request, the Contracting Authority shall specify the part of the tender that has been corrected and the new Tender price calculated after the correction. Any calculation errors in Bill of Quantities or Tender Form shall be corrected by mathematical operations. If Tender price exclusive of VAT set forth in the Bill of Quantities does not correspond to Tender price exclusive of VAT set forth in the Tender Form, the Tender price provided in the Bill of Quantities shall be applicable. Calculation error shall be corrected by an annotation showing which parts of Tender Form or Bill of Quantities have been corrected.

Any tenders received by the Contracting Authority after the final tender submission date shall be marked as late tenders and shall be returned unopened to the Tenderer's address.

12. Language of the procurement and tender

All documents of the open procurement procedure shall be prepared by the Contracting Authority in Croatian and English and in Latin script.

The tender shall be prepared by the Tenderer in Croatian or English and in Latin script.

If the tender is submitted in English, the proofs of capability from Article 8 above and the statements requested in the Procurement Documentation shall be translated into Croatian.

13. Tender pricing

Unit prices of individual items and the Tender price shall be fixed throughout the Contract term. Tender price shall be expressed in numbers in absolute sum, in Croatian currency Kuna if the Tenderer has a place of business in the Republic of Croatia, or in euros if has a place of business outside the Republic of Croatia.

The Contracting Authority will compare the tender prices, according to the middle exchange rate for the euro of the Croatian National Bank in use on July 12, 2022 (1 EUR = 7.513108).

Tender price shall be written in figures and the Tenderers shall offer unit prices and total prices (rounded to two decimals) as well as Tender price exclusive of VAT, VAT amount, and Tender price inclusive of VAT, as laid down in the Bill of Quantities and the Tender Form.

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Price of the Card Personalisation Machine shall include the cost of delivery, packing, transport, installation, commissioning, training the operator for the operation on CIP basis AKD d.o.o., Zagreb, Savska cesta 31 (Incoterms 2020).

If the Tenderer is not a registered VAT payer or the subject of procurement is exempt from VAT, the amount exclusive of VAT shall be entered also in the field for entry of tender price inclusive of VAT, and the field for entry of VAT amount shall be left blank.

14. Tender validity term

Tender validity term shall be at least 60 days from the final tender submission date.

The tender shall be binding for the Tenderer until the expiry of the tender validity term and, at the Contracting Authority request, the Tenderer may extend the validity term of its tender.

15. Change and withdrawal of the tender

Within the tender submission term, the Tenderer may change or withdraw its tender. If the Tenderer amends the tender during the tender validity term, the tender shall be deemed submitted at the moment of submission of the most recent tender amendment.

After the final tender submission date, the tender may not be amended.

16. Declaration of Conformity

At the delivery of the subject of procurement, the Tenderer shall provide the Contracting Authority with a Declaration of Conformity whereby the supplier declares the marketed subject of procurement meets all relevant health and safety requirements, in accordance with the Croatian standards (HRN) harmonized with the EU standards (EN).

The subject of procurement must contain a visible conformity mark (CE mark).

17. Environment protection clause

The Supplier warrants to the Contracting Authority that the operation of the subject of procurement shall in no way harm the environment or its protection, and that the noise level emitted by the subject of procurement in operation is in accordance with the Croatian standards (HRN), which are in harmony with the EU directives and standards (EN). Acoustic power data must be marked on the product.

18. Warranty term and elimination of deficiencies

The selected Tenderer warrants that the Card Personalisation Machine is fully functional and has no deficiencies in design, material, or construction.

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Minimal warranty term shall be 12 (twelve) months of the execution of the Record of Delivery and Acceptance. A Tenderer offering a longer warranty term shall obtain additional scoring points based on the criteria for the selection of the economically most favourable tender as per Article 23 below.

The warranty term shall cover the cost of error diagnostics, spare parts, and other costs at the Tenderer's expense.

The selected Tenderer shall deliver to the Contracting Authority free spare parts within the offered warranty term. The spare parts shall be new and unused goods of identical or better technical specifications.

The principal parts repaired or replaced within the warranty term shall have warranty until the expiry of the agreed warranty term or minimum 12 months if replaced in the last year of the warranty term.

The selected Tenderer shall ensure servicing and diagnostics of any malfunction within 48 (forty-eight) hours of the report of the malfunction and shall repair the diagnosed malfunction in the shortest possible term, and at latest within 30 (thirty) calendar days of the diagnosis of the malfunction.

The warranty term shall be extended for the period in which repairs are done, if a repair exceeds 30 (thirty) calendar days of the defect report date. The warranty term shall be extended by one day for every started 24 hours.

The Tenderer shall accompany the tender with a signed Statement of Warranty Term (Schedule IX) if a longer warranty term is offered. Where the Tenderer does not submit a Statement of Warranty Term, a 12-month warranty term shall be deemed offered.

19. Types, instruments, and conditions of bonds

a) Tender Bond

Tender Bond shall be at least at the value of 5% (five) percent of the estimated value of the subject of procurement, and shall be collected in any of the following cases:

- Tenderer's withdrawal of the tender within its validity term;
- Failure to submit documents at the Contracting Authority request;
- Non-acceptance of correction of a calculation error;
- Rejection to sign a procurement contract; or
- Failure to submit a Performance Bond.

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Tender Bond shall be provided in the original. The original shall be submitted in a sealed plastic foil as an integral part of the tender.

The Bond shall not be in any way damaged (by perforation, stapling, etc.), with the exception of its binding by a notary public or a certified court interpreter. The plastic foil must be marked on the outside with the page number in the same manner as all the tender pages which are submitted in written form.

The economic operator shall submit a Tender Bond either in form of a promissory note, bank guarantee or as cash deposit.

The promissory note shall be certified by a notary public and filled in in accordance with the Ordinance on form and contents of a promissory note (Official Gazette, no. 115/12 and 82/17), without increase, with legal default interest at the rate laid down in Article 29, section 2 of the Obligations Act (Official Gazette, no. 35/05, 41/08,125/11, 78/15 and 29/18).

The bank guarantee shall state the following:

- That the Beneficiary is „AGENCIJA ZA KOMERCIJALNU DJELATNOST proizvodno, uslužno i trgovačko d.o.o. Savska cesta 31, 10000, Zagreb, OIB: 58843087891
- That the Client is the economic operator submitting the tender (in case of a Joint Venture tender, the Client shall either include all members or the Client shall be one of the JV members submitting the bank guarantee on behalf of the joint venture).
- By this Guarantee, the Bank undertakes to pay to the Beneficiary, irrevocably, unconditionally, at first written call, and without protest, the guaranteed sum in Kuna or Euros (depending on the value of the offer) based on the Beneficiary's written request stating the Client and/or JV member is in breach and the manner in which it is in breach, namely if the Tenderer:
 - withdraws its tender within its validity term;
 - fails to submit documents at the Contracting Authority request;
 - fails to accept a correction of a calculation error;
 - fails to sign the procurement contract; or
 - fails to provide a Performance Bond.

Note:

The bank guarantee shall include an exhaustive list of all above listed events for which the guarantee is issued.

The bank guarantee validity term shall be at least until expiry of the tender validity term.

If the Tenderer extends the validity term of its tender, the Tenderer shall also extend the bank guarantee term by the same time period.

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Instead of submission of a Tender Bond, the tenderer may make a cash deposit in the requested guarantee sum to the Contracting Authority account as follows:

IBAN: HR2423900011100369379

Model: HROO

Reference number: 247902-Tenderer's PIN (OIB)

Purpose of payment: Tender Bond, procurement procedure no. 10/INV/OPN

The deposit shall be remitted to the Contracting Authority account by the final tender submission date.

The Contracting Authority shall return the Tender Bond to the tenderers within ten days of the date of execution of the procurement contract, or submission of the Performance Bond.

b) Performance Bond

Within at most 8 days of the contract execution date, the selected Tenderer shall submit a Performance Bond for the case of breach of contractual obligations. The Performance Bond shall be submitted in form of a bank guarantee. The bank guarantee must be payable at first call, without protest, unconditional, and irrevocable. The guarantee shall be issued at 10% of the procurement contract value exclusive of VAT, with minimal validity 30 days of the Contract expiry date. Instead of submission of a bank guarantee, the selected Tenderer may pay a cash deposit to the Contracting Authority account.

In case of failure to supply or undue supply, the Supplier shall pay liquidated damages to the Contracting Authority equal to 0.5% of total agreed Contract value for each day of delay and shall compensate for any costs or damages arising from there. Total sum of liquidated damages for non-supply or undue supply shall not exceed 10% (ten percent) of the Contract value, which does not exclude the Contracting Authority right to apply for damages.

Instead of Performance Bond, the selected Tenderer may pay a cash deposit in the required guarantee sum to the Contracting Authority account as follows:

IBAN: HR4723400091100035352

Model: HROO

Reference number: 247902-Tenderer's PIN (OIB)

Purpose of payment: Performance Bond, procurement procedure no. 10/INV/OPN

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If the bond is not collected, it shall be returned to the Supplier within 5 days of the submission of the Warranty Bond.

c) **Warranty Bond**

Within at most 10 (ten) days of the execution of the Record of Delivery and Acceptance, the selected Tenderer shall provide a Warranty Bond.

Warranty based obligations do not exclude the Supplier's legal obligation for any material or legal deficiencies and do not affect the Contracting Authority's rights on any other basis. In any case, the Contracting Authority shall retain the right to any damages.

Warranty Bond shall be provided in form of a bank guarantee. The bank guarantee shall be payable at first call, without protest, unconditional, and revocable. The guarantee shall be issued at 10% of the procurement contract exclusive of VAT, with minimal validity 30 days of the expiry of the warranty term. Instead of submission of a bank guarantee, the Supplier may pay a cash deposit to the Contracting Authority account.

If the Supplier fails to provide maintenance and diagnostics of any malfunction within 48 (forty-eight) hours of the malfunction report, and repair of any diagnosed malfunction within 30 (thirty) calendar days of the diagnostics, the Supplier shall pay liquidated damages to the Contracting Authority equal to 0.5% of the offered price exclusive of VAT for each initiated hour (in case of maintenance and diagnostics) or for each initiated 24-hour period (in case of repair) and shall reimburse any expenses and damages arising from there.

Instead of a bank guarantee, the selected Tenderer may pay a cash deposit in the requested guarantee sum to the Contracting Authority account as follows:

IBAN: HR4723400091100035352

Model: HRO0

Reference number: 247902-Tenderer's PIN (OIB)

Purpose of payment: Warranty Bond, procurement procedure no. 10/INV/OPN

If the bond is not collected, it shall be returned to the Supplier within 5 days of the Warranty Bond expiry date.

20. Tender varieties

No tender varieties or alternative tenders are allowed.

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21. Final tender submission date

Final date for the tender submission shall be by 10:00 AM, on 22 July 2022, notwithstanding the manner of submission.

22. Date, time and place of tender submission and opening

Public opening of tenders shall take place at 10.00 AM on 22 July 2022 in Zagreb, at the Contracting Authority's address.

The Tenderers or their authorized representatives may be present at the public opening of tenders. The Tenderer's representatives shall prove their authorities in written form.

23. Tender selection criteria

In determining the Tenderer's capability, the Contracting Authority's procurement commission shall apply the criterion of economically most favourable tender to each received tender of an eligible tenderer.

Economically most favourable tender shall be a tender of an eligible capable Tenderer which fulfils all the requirements in these Procurement Documents, which is free of calculation errors, and therefore acceptable.

Total score for any eligible tender shall be calculated by the Contracting Authority by aggregating the points acquired based on individual criteria of economically most favourable tender.

In the scope of procurement, the relative share of price in the tender is 80% (80 points), while the remaining 20% (20 points) are awarded based on the quality criterion.

Criteria for selection of the economically most favourable tender and their relative ratio are:

CRITERION	CRITERION CODE	NUMBER OF POINTS	MAXIMUM RELATIVE RATIO
Tender Price	TP	80	80%
Warranty Term	WT	20	20%
TOTAL		100	100%

The economically most favourable tender is a valid tender obtaining the highest score according to the following calculation:

$$TS = TP + WT$$

Where:

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TS – total score

TP – “Tender Price” score

WT – “Warranty Term” score

The score shall be rounded to two decimals, based on the mathematical rule of rounding up.

Where two or several valid tenders have an equal score based on the selection criterion, the Contracting Authority shall select the tender which was received earlier.

A) Tender Price (TP)

Maximum number of percentage points: 80 (eighty) shall be awarded to the tender with the lowest price. Tender prices exclusive of VAT are used for the comparison. Depending on the lowest tender price, other tenders will be awarded a smaller score, according to the following formula:

$$TP = PI/Pt * 80$$

TP – score obtained by the tender for the offered price

PI – lowest price of a valid tender in the open procurement procedure

Pt – tender price subject to evaluation

80 – maximum score

B) Warranty Term (WT)

Maximum score for the warranty term is 20 (twenty) points:

Additional points based on quality criterion for the warranty term (WT) are awarded only to Tenderers offering a warranty term exceeding 12 (twelve) months of the execution date of the Record of Delivery and Acceptance. The Tenderer offering a minimum warranty term is awarded 0 points. In the “Statement of Warranty Term” the minimum time unit that may be offered for a longer warranty term is 3 (three) months.

Depending on the longest warranty term, the other tenders will be awarded a smaller number of points, according to the following formula:

$$WT = WTt/WTs * 20$$

WT – Tenderer’s score

WTs – longest warranty term offered in a valid tender (months)

WTt – warranty term offered in the tender subject to evaluation (months)

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24. Payment term, method and conditions

The Contracting Authority shall pay the contract price as follows:

- within 8 (eight) days of the last party signature on the procurement contract, advance payment of 40% of the contract price shall be made at the Supplier's request and upon receipt of the advance payment bank guarantee. The advance payment bank guarantee shall be issued by a first-class bank in full advance payment sum, irrevocable and unconditional, payable at first call and without protest, with the validity term exceeding by 100 (one hundred) days the last party signature date on the procurement contract.
- within 30 (thirty) days of the completed FAT, before delivery to the Contracting Authority, 50% of the contract price shall be paid,
- within 30 (thirty) days of the last party signature on the Record on Delivery and Acceptance, the remaining 10% of the contract price shall be paid.

The advance payment bank guarantee shall be returned by the Contracting Authority to the Tenderer within 10 (ten) days of the last party signature on the Record on Delivery and Acceptance.

25. Integrity clause

The Tenderer warrants its integrity in this open procurement procedure, as well as absence of any prohibited practices in relation to the procurement procedure (corruption or fraud, offering, giving or promising any inappropriate advantage which may affect an employee actions). The Tenderer agrees that the entire procedure may be audited by independent professionals, and accepts responsibility and any sanctions, including unconditional contract termination in case of breach.

As a proof of this clause, the Tenderer accompanies its Tender with:

- Statement of Integrity (Schedule VII).

In the case of a joint venture, each member shall submit a separate Statement.

26. Partner Due Diligence

By filling in the Partner Due Diligence Questionnaire Form, the Tenderer warrants under penal and financial responsibility for the authenticity, accuracy, and veracity of the data. The Tenderer acknowledges that the Tenderer is aware of the fact that the contract the Contracting Authority could conclude with the Tenderer shall be invalid if any or all statements in the Questionnaire Form is inauthentic, inaccurate, false, or unfounded.

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Due diligence is an additional target check by the Contracting Authority to prevent bribery, which is conducted with regard to any partner found by the Contracting Authority as posing medium or high inherent risk of bribery, in accordance with the Guidance for Due Diligence of Business Partners, UP-I-501 I dated 23 July 2021. Based on the collected additional information on its business partners, the Contracting Authority may decide that business cooperation with a partner is unacceptable, which may represent grounds to reject any such tender as unacceptable or for the Contracting Authority to reject a contract with the selected Tenderer even after coming into effect of a selection decision.

As a proof of this clause, the Tenderer shall accompany its Tender with:

- Partner Due Diligence Questionnaire Form (Schedule VIII).

In the case of a joint venture, each member shall submit a separate Form.

27. Decision on selection/cancellation and final date for decision making

Based on the facts and circumstances established in the procurement procedure, the Contracting Authority shall make a Selection Decision or, if there are reasons to cancel the procedure, a Decision on Cancellation, within 60 days from the public opening of tenders.

Decision on Selection or Decision on Cancellation of the procurement procedure shall be delivered to the participants in written form in a provable manner.

The procurement procedure ends in execution of a procurement contract.

28. Special and other conditions for the contract performance

The contract shall be made in written form within 5 (five) days of the obtained Supervisory Board approval.

The Supplier shall be responsible to continuously ensure legal requirements for the contract performance throughout its term.

FAT shall be conducted in the manufacturer's premises in presence of the Contracting Authority representatives, after the Supplier's notification of the readiness for FAT.

The Supplier and the Contracting Authority shall draw up a Record of Successful FAT. In case of negative/unacceptable results of completed FAT, i.e., if the Machine does not function properly, the Contracting Authority shall approve a 15-day term to the Supplier to correct any observed deficiencies. After the 15-day term, FAT shall be repeated, and a Record of Successful FAT shall be drawn up by the Supplier and the Contracting Authority. In the case of a repeated FAT, the Supplier shall bear the cost of transport, accommodation, and supplies. If the Machine

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still does not function properly after the 15-day term, the Contracting Authority is entitled to terminate the contract unilaterally and ask the Supplier for refund of the advance payment.

For FAT at the manufacturer's premises, the Contracting Authority's materials shall be used, according to the established test cases. The Supplier shall provide supplies specific for the Machine for the testing.

The Supplier shall complete the installation, SAT, and operator training within 10 workdays of the Machine delivery to the Contracting Authority premises.

The Contracting Authority shall not reject positive SAT results in case of minor deficiencies not significantly affecting the Machine operation provided they do not affect the quality of the final product and provided they are corrected by the Supplier in the shortest possible term.

SAT shall be conducted in the Contracting Authority premises after the Machine installation. The Supplier and the Contracting Authority shall draw up a Record of Successful SAT. For SAT at the Contracting Authority premises, the Contracting Authority's materials shall be used, according to the established test cases. The Supplier shall provide supplies specific for the Machine for the testing

In case of failed or undue delivery, or undue performance of the contractual obligations based on the Performance Bond or the Warranty Bond, the Contracting Authority shall notify the Supplier that in addition to the request for the supply of goods or performance of services, the Contracting Authority also retains the right to collect liquidated damages as per Article 353, paragraph 5 of the Obligations Act (Official Gazette, no. 35/05, 41/08, 125/11, 78/15, 28/18, and 126/21).

The Contracting Authority may collect liquidated damages as follows:

- at the invoice payment, the sum payable for the goods supplied or services provided in the invoice shall be reduced by the liquidated damages, on which the Contracting Authority shall notify the selected Tenderer in advance in written form; or
- the Contracting Authority shall notify the selected Tenderer about the decision to collect the liquidated damages, based on which the selected Tenderer shall pay the liquidated damages sum to the Contracting Authority account.

Where due to late delivery, failure to deliver, or non-performance of any contractual obligations based on Performance Bond and Warranty Bond, the loss incurred by the Contracting Authority exceeds 10% (ten percent) of the contract value, and the Supplier has continued being late with the performance of its contractual obligations, the Contracting Authority may terminate the contract and request the difference up to the full sum of loss.

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The Parties shall perform the contract in accordance with the terms and conditions set forth in the Call for Tenders and the selected tender. The Parties' responsibility for the performance under the procurement contract shall be governed by the relevant provisions of the Obligations Act (Official Gazette, no. 35/05, 41/08, 125/11, 78/15, 29/18, and 126/21).

Liquidated damages shall not be collected by the Contracting Authority if a delay is caused by force majeure. Force majeure shall include any event where the performance of a contractual obligation has become impossible due to extraordinary external circumstances which are out of the selected Tenderer's control, and which could not have been anticipated.

The Parties accept the responsibility for the performance of their contractual obligations and undertake to fulfil the specific obligations undertaken pursuant to the contract in a timely and due manner, with due diligence.

The Parties agree the Supplier shall indemnify the Contracting Authority in respect of any damages caused by intent, lack of care, or misconduct contrary to the provisions of the Contract, its annexes, or applicable legal provisions, and representing a breach of the Contract.

If the Contracting Authority during the contract performance acquires any knowledge about any professional omission on the part of the economic operator, the Contracting Authority is entitled to unilateral termination of the procurement contract.

All communication between the Contracting Authority and the Supplier related to any deficiencies in the contract performance shall be in written form in a provable manner.

Any disputes arising from or related to the Contract, including any disputes related to the matters of its valid execution, breach, or termination, as well as any legal effects arising from there, shall be resolved by the Parties amicably or, if they fail in reaching an amicable solution, any disputes shall be settled before the competent Croatian court. The exclusive applicable law shall be the Croatian law.

A professional misconduct in the performance of the procurement contract occurs when there are deficiencies in the Supplier's performance, e.g. if during the contract performance the Supplier fails to perform its obligations in accordance with the terms set forth in the contract, if the supplied goods have any major deficiencies, if the Supplier is late with the delivery, if its conduct towards the Contracting Authority staff is inappropriate, or in case of any similar conduct bringing in question its reliability as a contractual partner.

The Supplier's professional misconduct occurs in the contract performance where after the Contracting Authority's written reminder, the Supplier fails to correct deficiencies in its contract performance within the given term.

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Occurrence of professional misconduct shall be proven by the Contracting Authority based on an objective evaluation of the circumstances of each specific case.

29. Complaint to the Contracting Authority in the procurement procedure

For the protection of its rights, the Tenderer submitting a tender in a procurement procedure may within 3 (three) days from receipt of the written Decision on selection file a written complaint to the Contracting Authority.

The Contracting Authority shall respond to the Tenderer's complaint within at latest 5 (five) days from the complaint receipt date.

Number: 10/INV/OPN

Zagreb, 12 July 2022

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TECHNICAL SPECIFICATION: CARD PERSONALISATION MACHINE	

Shedule I

REQUIREMENT	MINIMUM REQUIRED CHARACTERISTICS	OFFERED
Card body individualisation machine	Base module	
	Transport assemblies	
	Card input module	
	Double card input detection	
	Optical input inspection	
	Magnetic stripe encoding unit with card surface cleaning assembly	
	8 encoding heads for simultaneous contact / contactless chip encoding	
	Monochrome and polychrome thermal transfer and thermal sublimation print	
	Card surface safety foil laminator	
	2 laser marking units	
	Optical output inspection	
	Card output module with rejected card storage	
	Control console	
	Particle and gas suction units	
	Computers with all required control and management software	
Modular structure with upgrade options		
ID1 card format	Card format: 85.60 x 53.98 mm Card thickness: 0.76 mm ±10%	
Capacity	1,200 to 1,500 card/h	
Power supply	240V or 400V AC, 50Hz-60Hz	
Operating system	Microsoft Windows 10 or higher	
Optical input inspection	Optical inspection of both card sides	
	Print position shift compared to pre-printed elements	
	Recognition of appropriate card body orientation	
	Recognition of MLI zone	
Magnetic stripe encoding	HiCo (2750-4000 Oe) and LoCo (300 Oe) magnetic stripe encoding in accordance with ISO 7811 Part 2 and 6	

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Chip encoding	Contact chips are coded according to the requirements of ISO/IEC 7816-3 and ISO/IEC 7816-4, T=0 / T=1 supported	
	Contactless chips are coded according to the requirements of ISO/IEC 15693 and ISO/IEC 14443 types A and B	
	Machine must have the option of simultaneous encoding of contact and contactless chips	
Thermal transfer and thermal sublimation print	CARD FRONT Monochrome thermal transfer and polychrome thermal sublimation print, application of transparent protective coating	
	CARD BACK Monochrome thermal transfer print, application of transparent protective coating	
Laminator	Sensor positioned, one-side lamination of transparent protective foil with or without holographic elements	
	Protective foil may be with or without opening at the contact chip position	
	Machine must have the option of card body alignment after protective foil lamination	
Laser units	Laser wavelength: 1064nm	
	Power: min. 20W	
	Resolution: ≤ 1200 dpi	
	Card body rotation for the laser marking of MLI zone	
Optical output inspection	Inspection of both card sides	
	Recognition and verification of personalized data	
User manual	User manual must be in Croatian – in paper (booklet) and digital form (PDF or another format on a CD, DVD, or USB)	YES/NO
Technical documents	Electricity and pneumatic schemes and list of spare parts are submitted in English – in paper (booklet) and digital	YES/NO

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TECHNICAL SPECIFICATION: CARD PERSONALISATION MACHINE	

	form (PDF or another format on a CD, DVD, or USB)	
Warranty term according to Article 18 of the Documentation	Warranty term of min. 12 (twelve) months or longer, according to "Statement of Warranty Term" of the Protocol of Delivery and Acceptance signing date.	YES/NO
Spare parts	The Tenderer warrants for the availability of spare parts for at least 10 (ten) years of the contract execution date.	YES/NO

Tenderer: _____

Date: _____

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BILL OF QUANTITIES CARD PERSONALISATION MACHINE	

Schedule II

No.	DESCRIPTION	Qty	Unit price (HRK, VAT exclusive)	Total price (EUR, VAT exclusive)
1.	CARD PERSONALISATION MACHINE	1		
Total (VAT exclusive)				
VAT amount				
Total (VAT inclusive)				

Tenderer: _____

Date: _____

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TENDER FORM	

Schedule 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	Card Personalisation 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		
Subject or quantity, value or percentage of the JV member		
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	
Validity term	_____ days of the final tender submission date (mandatory entry)

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TENDER FORM	

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	

Schedule 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 which, according to the national laws of the country of business residence of the economic operator or the country of my citizenship, encompass 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 Statement of No Criminal Record.

Place and date: _____, _____ 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 signatory.

Schedule 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 which, according to the national laws of the country of my citizenship or country/countries of their citizenship, encompass 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 Statement of No Criminal Record.

Place and date: _____, _____ 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 signatory.

Schedule VI

STATEMENT OF PAYMENTS OF PUBLIC DUES

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

ID document type and number _____ issued by
_____, as a person authorized to represent

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

declare that the above mentioned economic operator, which I represent, has fulfilled all its obligations regarding the payment of due taxes and dues for pension and health insurance in the Republic of Croatia or the country of its business residence, as the economic operator does not have a business residence in the Republic of Croatia.

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.

Stamp _____
(name)

(signature)

Place and date: _____, _____ 202_

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).

The signature on the Statement must be certified by the relevant 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 signatory. A Statement with a signature notarized by a notary public in the Republic of Croatia is also acceptable .

Schedule VII

STATEMENT OF ECONOMIC OPERATOR INTEGRITY

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

STATEMENT OF INTEGRITY

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)

guarantee for the correctness in this procurement procedure, as well as absence of any prohibited practices in relation to the procurement procedure (such as corruption or fraud; offering, giving or promising any inappropriate advantage that may affect actions of any of the Contracting Authority's employees), agree to a review of the entire procedure by independent experts, and accept the responsibility and any imposed sanctions, including an unconditional contract termination if any rules are breached.

Place and date: _____, _____ 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.

Schedule VIII

Dana in this Questionnaire Form are collected for **partner due diligence** purposes.

Tenderer

Name and legal form:	
OIB:	
Address (seat and address)	
Main activity: (based on the State Bureau of Statistics Classification -NKD 2007)	
Contact person for communication with the Contracting Authority:	
Telephone:	
E-mail:	
Web:	

Persons authorized for representation (Management Board members, directors, procurators)

Name:	Date of birth:
OIB:	
Residence address:	
Is the person a politically exposed person?*	
<input type="checkbox"/> YES <input type="checkbox"/> NO	

Name:	Date of birth:
OIB:	
Residence address:	
Is the person a politically exposed person?*	
<input type="checkbox"/> YES <input type="checkbox"/> NO	

Name:	Date of birth:
OIB:	
Residence address :	
Is the person a politically exposed person?*	
<input type="checkbox"/> YES <input type="checkbox"/> NO	

Name:	Date of birth:
OIB:	
Residence address:	
Is the person a politically exposed person?*	
<input type="checkbox"/> YES <input type="checkbox"/> NO	

Ownership structure:

a) natural persons (please list all persons with 5% or more share)

	Name:	OIB	Residence address:	Share (%)
1				
2				
3				
4				
5				

b) legal entities:

	Corporate name	Seat	OIB	Share (%)
1.				
2.				
3.				
4.				
5.				

Beneficial owners

A beneficial owner of a legal entity is any natural person (or persons) who is end owner or is controlling a party or on whose behalf a transaction is conducted and includes at least:

- A) A natural person (natural persons) owning and controlling a legal entity through direct ownership in form of a sufficient percentage of shares held, including bearer shares, or voting rights or interests in the legal entity. An indicator of direct ownership held by a natural person in a legal entity is ownership exceeding 25% shares, voting rights or other entitlements based on which the right to control the legal entity is effectuated, or ownership of 25% + 1 share;
- B) A natural person (natural persons) controlling a legal entity through indirect ownership in form of a sufficient percentage of shares held, including bearer shares, or voting rights or interests in the legal entity. An indicator of indirect ownership is ownership or control by the same natural person(s) over a legal entity (legal entities) individually or jointly holding over 25% interest or 25% + 1 share;
- C) A natural person (natural persons) holding a controlling position in the management of a legal entity assets through other means. A controlling position in the management of a legal entity assets through other means may refer to control criteria used in the preparation of consolidated financial statements, e.g. shareholders' agreement, through controlling influence and authority for appointment of senior management;
- D) Subsidiary beneficial ownership: exists where there are no natural persons corresponding to definition of a beneficial owner based on ownership or controlling position, in which case the beneficial owner(s) is (are) deemed to be the natural person(s) who is (are) member(s) of the Management Board or another management authority, or a person (persons) with equivalent functions;
- E) Beneficial owners of domestic and international associations and their federations, foundations, trusts, institutions, art organisations, chambers, trade unions, employers' associations, political parties, cooperatives, credit unions, or religious groups, is any natural person authorized for representation or any natural person holding a controlling position in the assets management.

Natural persons:

Owner 1

Name:	Date of birth:
Residence address:	
The person is: PLEASE SELECT: <input type="checkbox"/> DIRECT OWNER <input type="checkbox"/> INDIRECT OWNER	
Ownership type: PLEASE SELECT: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E	Percentage (please write the percentage):
Is the beneficial owner a politically exposed person?*	
<input type="checkbox"/> YES <input type="checkbox"/> NO	

Owner 2

Name:	Date of birth:
Residence address:	

The person is: PLEASE SELECT: <input type="checkbox"/> DIRECT OWNER <input type="checkbox"/> INDIRECT OWNER	
Ownership type: PLEASE SELECT: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E	Percentage (please write the percentage):
Is the beneficial owner a politically exposed person?* <input type="checkbox"/> YES <input type="checkbox"/> NO	

Owner 3

Name:	Date of birth:
Residence address:	
The person is: PLEASE SELECT: <input type="checkbox"/> DIRECT OWNER <input type="checkbox"/> INDIRECT OWNER	
Ownership type: PLEASE SELECT: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E	Percentage (please write the percentage):
Is the beneficial owner a politically exposed person?* <input type="checkbox"/> DA <input type="checkbox"/> NE	

*A politically exposed person, according to Article 46 of the Anti-Money Laundering and Terrorist Financing Act (Official Gazette, no. 108/2017, 39/2019) is: any natural person who acts or has acted during at least previous 12 months at a prominent public function in a member state or a third country, including their immediate family members or persons known to be close associates of a politically exposed person.

Natural persons who act or have acted at a prominent public function include: presidents of countries, prime ministers, ministers and their deputies and state secretaries and assistant ministers; elected members of legislative bodies; members of the governing bodies of political parties; judges of supreme or constitutional courts or other high ranking judicial officials against whose decisions, save for exceptional cases, legal remedies may not be applied; judges of courts of auditors; members of central bank councils; ambassadors, chargés d'affaires and high ranking officers of armed forces; members of management and supervisory boards in state-owned or majority state-owned legal persons and persons holding equivalent positions; directors, deputy directors and members of the board, as well as persons holding equivalent positions in international organizations; municipality prefects, mayors, county prefects and their deputies elected on the basis of the law regulating local elections in the Republic of Croatia.

Family members of a politically exposed person include: spouse, common-law partner, formal or informal life partner of a politically exposed person; children of a politically exposed person and children's spouses or children's common-law partners, formal or informal life partners; or parents of a politically exposed person.

Close associates of a politically exposed person include any natural person: who is known to have joint beneficial ownership of legal person or a legal arrangement or any other close business relations with a politically exposed person; who is the sole beneficial owner of a legal person or a legal arrangement for which is known to have been set up for the benefit of a politically exposed person.

In accordance with the Companies Act provisions, the following companies are affiliated with the Tenderer:

	Corporate name	Corporate seat	OIB
1			
2			
3			
4			
5			

Tenderer's corporate integrity

1. Is (or was) the company acting in the role of the Tenderer or any of its affiliates (legal entity or natural persons) subject to any investigation or has it been convicted/sanctioned for bribery or any other corrupt practices?

Yes No Unknown

If YES, please explain:

2. Does the Tenderer have a formally approved Bribery Prevention Policy with an explicit statement on zero tolerance for bribery?

Da Ne

3. The Tenderer maintains a Bribery Control Program/System, clearly and reasonably defining the measures applied to control bribery in the activities controlled by the company:

- a. Is there a procedure for regular corruption risk assessment?

Yes No

- b. Are there procedures for due diligence of transactions and partners?

Yes No

- c. Are there written policies and clear transaction rules for the business processes with assessed medium or high inherent risk; including procurement, sale, and corporate affairs, such as sponsorship and donations, gifts, and business entertainment?

Yes No

- d. Are there procedures ensuring that the employees are provided with appropriate training to ensure they clearly understand the Bribery Control Program and are aware of the company expectations and sanctions in case of violation?

Yes No

- e. Are there safe and accessible channels through which employees may raise their concerns and report any breach with confidence and without risk of retaliation?

Yes No

- f. Other measures to control bribery (please provide a short description of other measures):

4. Corruption Control Program/System maintained by the Tenderer has been reviewed and certified by an independent third party?

Yes No

Personal Data Processing

Agencija za komercijalnu djelatnost proizvodno, uslužno i trgovačko d.o.o. (AKD) shall process the collected data only for due diligence of the tenderers in the procurement procedures, in accordance with the AKD internal bylaws, with respect for all relevant regulations in the field of personal data processing and any AKD obligations arising from such regulations. The collected personal data shall not be made available to any unauthorized third party and shall be stored at the required sites with the implementation of suitable technical, organisational, and personnel safeguards, for as long as necessary to fulfil the purpose for which they are collected and to comply with the required storage periods, after which they will be permanently destroyed.

AKD shall make possible to persons whose personal data are processed to effectuate their rights related to personal data protection (right to information, right to access their personal data, right to rectification or erasure, right to restrict processing, right to data portability and right to complain) in written form to: Agencija za komercijalnu djelatnost proizvodno, uslužno i trgovačko d.o.o., Savska cesta 31, 10000 Zagreb, with a note "Personal Data Protection", or by e-mail (zastita.podataka@akd.hr) with a note "Personal Data Protection".

Statement of Accuracy of Information

By signing below, the issuer of this Statement declares under penal and financial responsibility, that the above data are authentic, accurate and true, and that the issuer is aware that the contract AKD might conclude with the Tenderer shall be invalid if any or all statements in this document are unauthentic, inaccurate or false, or lacking basis. The issuer of this Statement authorizes AKD to check the accuracy of all information provided herein and to notify AKD about any change of data subject to this document.

Authorized representative:

Name:	
Signature:	
Date:	