

VOLUME 1

SECTION 1: INSTRUCTIONS TO TENDERERS

SECTION I INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: HUHR/1101/1.2.2./1011 – MV 04/13

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

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Practical Guide to contract procedures for EU external action, which is applicable to this call (available on the internet at this address: http://ec.europa.eu/europeaid/work/procedures/index_en.htm).

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GENERAL PART

1. GENERAL INSTRUCTIONS

1.1. Tenderers must tender for the whole of the works required by the dossier. Tenders will not be accepted for incomplete lots.

1.2. Timetable

	DATE	TIME*
Site visit - meeting point Beli Manastir, Kralja Tomislava 53	3.01.2014.	11:00
Deadline for requesting any additional information from the Contracting Authority	10.01.2014.	15:00
Last date on which additional information are issued by the Contracting Authority	20.01.2014.	-
Deadline for submitting tenders	31.01.2014.	15:00
Tender opening session	31.01.2014.	15:00
Notification of award to the successful tenderer	28.02.2014. [□]	-
Signature of the contract	31.03.2014 [□]	-

* All times are in the time zone of the country of the Contracting Authority

[□] Provisional date

2. FINANCING

The project is co-financed by the European Union, in accordance with the rules of Hungary-Croatia IPA Cross-border Co-operation Programme 2007-2013 programme.

3. PARTICIPATION

3.1.

Participation in the call for tender is open to all legal persons [participating either individually or in a grouping (consortium) or tenderers] established in one of the Member States of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the Hungary-Croatia IPA Cross-border Co-operation Programme 2007-2013 programme under which the contract is financed. Participation is also open to international organisations. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.

3.2. These terms refer to all nationals of the above states and to all legal entities, companies or partnerships established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law. In case of doubt, the Contracting Authority may ask the tenderer to provide evidence demonstrating actual compliance with the "establishment" criteria. For this purpose, legal person will have to demonstrate that their legal person is formed under the law of an eligible State and that its head office is within an eligible State. "Head office" must be understood as its central administration or principal place of business.

- 3.3. The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers. Every tenderer, member of a joint venture/consortium, every subcontractor providing more than 10% of the works and every supplier providing more than 10% of the works must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The Contracting Authority may accept other satisfactory evidence that these conditions are met.
- 3.4. Natural persons, companies or undertakings falling into a situation set out in section 2.3.3 of the Practical Guide to contract procedures for EU external action are excluded from participation in and the award of contracts. Tenderers must provide declarations to the effect that they are not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external action. The declarations must cover all the members of a joint venture/consortium. Tenderers guilty of making false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide.
- 3.5. The exclusion situation referred to in subclause 3.4 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers.
- 3.6. The upper limit authorised for subcontracting is 30% of the value of the tender.¹

4. ONLY ONE TENDER PER TENDERER

A company may not tender for a given contract both individually and as a member of a joint venture/consortium. Participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved. The same company may only participate as subcontractor in different tenders if that is justified by the specific nature of the market and cleared by the Contracting Authority.

5. TENDER EXPENSES

- 5.1. The tenderer will bear all costs associated with preparing and submitting the tender. The Contracting Authority will not be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 5.2. The Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of its tender.

6. SITE INSPECTION

- 6.1. The tenderer is strongly advised to visit and inspect the site of the works and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, the factors necessary for preparing its tender and signing the contract for the works. Date, time and place, see subclause 1.2..
- 6.2. A site visit will be held by the Contracting Authority [Date, time and place, see subclause 1.2. .

¹ If the tender includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

TENDER DOCUMENTS

7. CONTENT OF TENDER DOCUMENTS

The set of tender documents comprises the documents specified in the invitation letter.

Tenderers bear sole liability for examining with appropriate care the tender documents, including design documents available for inspection and any modification to the tender documents issued during the tendering period, and for obtaining reliable information on any conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for altering the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

8. EXPLANATIONS CONCERNING TENDER DOCUMENTS

- 8.1. Tenderers may submit questions in writing up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Contact Name	KORNELIJA PACANOVIĆ ZVEČEVAC
Address	BELI MANASTIR, ULICA KRALJA TOMISLAVA 53
Fax	031 710-222
E-mail	k.zvecevac@beli-manastir.hr

The Contracting Authority has no obligation to provide additional information after this date.

The Contracting Authority must reply to all tenderers' questions at least 11 days before the deadline for receipt of tenders.

- 8.2. The questions and answers will be published on the Grad Beli Manastir website at www.beli-manastir.hr.

9. MODIFICATIONS TO TENDER DOCUMENTS

- 9.1. The Contracting Authority may amend the tender documents by publishing modifications up to 11 days before the deadline for submitting tenders.

9.2. Each modification published will constitute a part of the tender documents and will be published on the Grad Beli Manastir website www.beli-manastir.hr, and delivered to tenderers by personal delivery.

- 9.3. The Contracting Authority may, as necessary and in accordance with Clause 18, extend the deadline for submitting tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

TENDER PREPARATION

10. LANGUAGE OF TENDERS

- 10.1. The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English. All correspondence relating to payments, including invoices and interim and final payment certificates, must also be sent to the Contracting Authority in English.

- 10.2. If supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is

strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.

11. CONTENT AND PRESENTATION OF TENDER

11.1. Tenders must satisfy the following conditions:

- 11.1.1. Tenders must comprise the documents and information in clause 12 below.
- 11.1.2. The tender must be signed by a person or persons empowered by power of attorney submitted in accordance with Form 4.3 in Volume 1, Section 4 of the tender dossier.
- 11.1.3. The relevant pages of the documents specified in clause 12 must be signed as indicated.
- 11.1.4. The tenderer must provide all documents required by the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no amendments made by the tenderer. Tenders which do not comply with the requirements of the tender dossier may be rejected.

11.2. Works have been divided into lots, the tenderer may submit a tender for one or both of the lots.

- 11.2.1. Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the entire quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration.
- 11.2.2. A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded to it. The discount should be clearly indicated in such a way that it can be announced at the public tender opening session.
- 11.2.3. Contracts will be awarded lot by lot, but the Contracting Authority must choose the most favourable overall solution taking account of the discounts offered.

12. INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER

12.1. All tenders must comprise the following information and duly completed documents:

- 12.1.1. Tender form and appendix, using the forms provided in Volume 1, section 2;
- 12.1.2. Documentation as required in the questionnaire in Volume 1, Section 4, including all forms attached;
- 12.1.3. The forms provided in Volume 4:
 - Volume 4.3.2 — Bill of Quantities;
 - Volume 4.3.3 — Price Schedule;
 - Volume 4.3.4 — Daily work Schedule;

12.1.3.1. The prices in Volume 4 are deemed to have been set on the basis of the conditions in force 30 days prior to the deadline for submitting tenders.

12.1.4. Cash flow statements.

- 12.1.5. Copies of the most recent documents showing the organisation chart, legal status and place of registration of the tenderer's headquarters, a power of attorney empowering the person signing the tender and all related documentation. These documents must follow the forms in Volume 1, Section 4 of the tender dossier:

[To be completed in accordance with the questionnaire in Volume 1, Section 4]

- general information about the tenderer (Form 4.1)
- organisation chart (Form 4.2)
- power of attorney (Form 4.3).

- 12.1.6. Evidence showing that the liquid assets and access to credit facilities are adequate for this contract, confirmed by a financial statement for the last three years verified by a chartered accountant. This evidence must be provided using Form 4.4, Financial statement, in Volume 1, Section 4 of the tender documents.

- 12.1.7. Financial projections for the two years ahead. This information must follow Form 4.4, Financial statement, provided in accordance with Volume 1, Section 4 of the tender documents.

- 12.1.8. Financial identification form (Form 4.5a, Volume 1) and Legal Entity File (Form 4.5b, Volume 1). If the tenderer has already signed another contract financed by the European Union, it may provide instead of the forms and supporting documents either the file numbers received or copies of the forms provided on that occasion, unless a change occurred in the meantime.

- 12.1.9. Information about the tenderer's technical qualifications. This information must follow the forms in Volume 1, Section 4 of the tender documents and include:

- a presentation of the tenderer's organisation, including the total number of staff employed (Form 4.6.1.1),
- a list of the staff proposed for execution of the contract, with the CVs of key staff (Forms 4.6.1.2 and 4.6.1.3),
- a list of plant for execution of the contract. The descriptions must demonstrate the tenderer's ability to complete the works and should include:
 - Trenching machines
 - Roller
 - Asphalt paver
 - Truck
 - Lifting equipment

The tenderer must indicate whether this equipment is owned, hired or used by a subcontractor. Manufacturer's documents fully describing the equipment must be submitted with the tender (Form 4.6.2);

- a list of materials and any supplies intended for use in the works, stating their origin;
- a work plan with brief descriptions of the main tasks (Form 4.6.3), showing the sequence and proposed timetable for implementing the tasks. In particular, the proposal must detail the temporary and permanent works to be constructed. The tenderer must take account of weather conditions and the requirement to prepare designs and obtain building permits prior to carrying out construction works. The tenderer must also submit a comprehensive method statement, with drawings if necessary, showing the methods by which it proposes to carry out the works. In particular, the tenderer must indicate the numbers, types and capacities of the plant and staff it proposes to use on the main areas of work;

- a critical milestone bar chart showing times and duties allocated for employees for this contract (Form 4.6.3);
- data on subcontractors and the percentage of works to be subcontracted (Form 4.6.3);
- evidence of relevant experience in carrying out works of a similar nature, including the nature and value of the contracts, works in hand and contractually committed (Form 4.6.4). The evidence must include successful experience as the prime contractor in construction of at least 2 projects of the same nature and complexity comparable to the works concerned by the tender during the last 5 years;
- information regarding the proposed main site office (Form 4.6.3);
- an outline of the quality assurance system(s) to be used (Form 4.6.7).
- if applicable, information on tenderers involved in a joint venture/consortium (Form 4.6.5);
- details of their litigation history over the last 3 years (Form 4.6.6);
- details of the accommodation and facilities to be provided for the Supervisor (Form 4.6.8);
- any other information (Form 4.6.9).

12.1.10. Proof documents, declarations and undertakings according to clauses 3.1-3.6 above. These documents should cover all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers as specified.

12.1.11. Unless otherwise provided in the contract, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93).

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 PRAG.

12.1.12. Modifications (if any);

12.1.13. Tender guarantee, using the form provided in Volume 1, Section 3:

12.2. In order to be eligible for the award of the contract, tenderers must provide evidence that they meet the selection criteria. This must be provided by tenderers using the forms described in 12.1 above and any additional forms tenderers may wish to use.

If a tender is submitted by a consortium, unless specified, the selection criteria will be applied to the consortium as a whole.

The selection criteria for each tenderer are as follows:

Economic and financial capacity of candidate:

- the average annual turnover of the tenderer in the past 3 years must be at least **4.200.000,00 HRK**, if tenderers submit offer for both lots, or **3.000.000,00 HRK** if tenderer submit offer for lot 1, and **1.200.000,00 HRK** if tenderer submit offer for lot 2.

Technical and professional capacity of candidate:

- it must have completed at least **2** projects of the same nature, amount and complexity as the works concerned by the tender and implemented during the following period: **31.01.2009.-30.01.2014**. The Contracting Authority reserves the right to ask for copies of certificates of final acceptance signed by the supervisors/contracting authority of the projects concerned.

(This means that the project the tenderer refers to could have been started/implemented/completed at any time during the indicated period but it does not necessarily have to be started and completed during that period, nor implemented during the entire period.)

- all its key staff must have at least **5** years' appropriate experience and proven qualifications relevant to works of a similar nature to this project.

An economic operator may, where appropriate and for a particular contract, rely on the capacity of other entities, regardless of the legal nature of the links which it has with them. Some examples of when it may *not* be considered appropriate by the Contracting Authority are when the tenderer relies mostly on the capacity of other entities or when it relies on key criteria. If the tenderer relies on other entities, it must prove to the Contracting Authority that it will have at its disposal the resources necessary to perform the contract, for example by producing an undertaking on the part of those entities to place resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator. Furthermore, the tender should include a separate document providing data on this third entity for the relevant selection criterion. Proof of capacity must be furnished at the request of the Contracting Authority.

12.3. Tenders submitted by companies in partnerships forming a joint venture/consortium must also fulfil the following requirements:

- The tender must include all the information required in 12.1 above for each member of the joint venture/consortium and summary data for execution of works by the tenderer.
- The tender must be signed in a way that legally binds all members. One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all members. See Form 4.6.5 in Volume 1 and the tender form.
- All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract. See the declaration in the tender form.

13. TENDER PRICES

13.1. The currency of the tender is the HRK (national currency).²

13.2. The tenderer must provide a Bill of Quantities and Price Schedule in HRK. The tender price must cover all works as described in the tender documents. All sums in the Bill of Quantities and Price Schedule, the questionnaire and other documents must also be expressed in this currency, with the exception of originals of bank and annual financial statements.

13.3. Tenderers must quote all components of the Bill of Quantities and Price Schedule. No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the Bill of Quantities and Price Schedule. Prices do not include taxes and fiscal duties, as exoneration is explicitly given in the contract. Non-exonerated

² The currency of tender will be the currency of the contract and of payment.

taxes and fiscal duties, apart from those stated separately in the financial tender templates, are covered in :

the prices of the Bill of Quantities, Price Schedule and the Daily work Schedule.

- 13.4. If a discount is offered by the tenderer, it must be clearly specified in the Bill of Quantities and Price Schedule/ in Volume 4 and indicated in the tender form in Volume 1, Section 1.2. The discount must be quoted for all works.
- 13.5. If the tenderer offers a discount, the discount must be included on each interim payment certificate and calculated on the same basis as in the tender.

14. PERIOD OF VALIDITY OF TENDERS

- 14.1. Tenders must remain valid for a period of 90 days after the deadline for submitting tenders indicated in the contract notice, the invitation to tender or as amended in accordance with Clauses 9 and/or 18.
- 14.2. In exceptional circumstances, the Contracting Authority may, before the validity period expires, request that tenderers extend the validity of tenders for a specific period, which may not exceed 40 days. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting its tender guarantee. If the tenderer decides to accept the request, it may not amend its tender and it is bound to extend the validity of its tender guarantee for the revised period of validity of the tender.
- 14.3. The successful tenderer must maintain its tender for a further 60 days. This period is in addition to the validity period, irrespective of the date of notification.

15. TENDER GUARANTEE

15.1. The tenderer must provide, as a part of its tender, a tender guarantee in the form set out in Volume 1, Section 3 of the tender dossier, or in another form acceptable to the Contracting Authority that meets the essential requirements set out therein. The tender guarantee must be for an amount of 11.250,00 HRK if tenderers submit offer for both lots, or 8.000,00 HRK if tenderer submit offer for lot 1, and 5.000,00 HKR if tenderer submit offer for lot 2.

- 15.2. The original guarantee must be included in the original tender.
- 15.3. It may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to the Contracting Authority.
- 15.4. The tender guarantee must remain valid for 45 days beyond the period of validity of the tender, including any extensions, and be issued to the Contracting Authority for the requisite amount.
- 15.5. The tender guarantees of unsuccessful tenderers will be returned together with the information letter that the tenderer has been unsuccessful.
- 15.6. The tender guarantee of the successful tenderer must be released when the tenderer has signed the contract and provided the requisite performance guarantee.

16. VARIANT SOLUTIONS

Variant solutions will not be taken into consideration.

SUBMISSION OF TENDERS

17. SEALING, MARKING AND SUBMITTING TENDERS

17.1. The complete tender must be submitted in one original, clearly marked 'original' and 2 copies, clearly marked 'copy'. In the event of any discrepancy between them, the original will prevail.

17.2. The technical and financial offers must be placed together in a sealed envelope. The envelopes should then be placed in another sealed envelope/package, unless their volume requires a separate submission for each lot.

17.3. All tenders must be received by the Contracting Authority before the deadline set in point 19 of the Contract notice, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by authorised clerk of Contracting Authority.

The tender must be sent to the following address:

GRAD BELI MANASTIR
ULICA KRALJA TOMISLAVA 53
31300 BELI MANASTIR

If tenders are hand delivered they should be delivered to the following address:

GRAD BELI MANASTIR
ULICA KRALJA TOMISLAVA 53
31300 BELI MANASTIR

1. FLOOR, ROOM 220, MONDAY –FRIDAY 7:00-15:00

17.4. Tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- (a) the above address;
- (b) the reference code of this tender procedure: HUHR/1101/1.2.2./1011 – MV 04/13;
- (c) where applicable, the number of the lot(s) tendered for;
- (d) the words 'Not to be opened before the tender opening session' in the language of the tender dossier and "NE OTVARAJ – OTVARA NATJEČAJNO POVJERENSTVO".
- (e) the name of the tenderer.

18. EXTENSION OF THE DEADLINE FOR SUBMITTING TENDERS

The Contracting Authority may, on its own discretion, extend the deadline for submitting tenders by issuing an amendment in accordance with Clause 9. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

19. LATE TENDERS

- 19.1. All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The guarantees will be returned to the tenderers.
- 19.2. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. ALTERING AND WITHDRAWING TENDERS

- 20.1. Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 20.2. Any notification of alteration or withdrawal must be prepared and submitted in accordance with Clause 17, and the envelope must be marked 'alteration' or 'withdrawal', as appropriate.
- 20.3. Withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee.

OPENING AND EVALUATING TENDERS

21. OPENING TENDERS

- 21.1. The purpose of opening and examining tenders is to check whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents are included and whether the tenders are generally in order.
- 21.2. Tenders will be opened in public session on the date and venue specified in subclause 1.2. by the committee appointed for that purpose. The committee will draw up minutes of the meeting, which must be available to tenderers on request.
- 21.3. At the tender opening session, the tenderers' names, the tender prices, any discounts offered, written notifications of alteration and withdrawal, the presence of the tender guarantee (if required) and such other information the Contracting Authority may consider appropriate may be announced.
- 21.4. After the public opening of the tenders, no information relating to the examination, clarification, evaluation or comparison of tenders or recommendations concerning the award of contract can be disclosed until after the contract has been awarded.

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

22. EVALUATING TENDERS

The Contracting Authority reserves the right to ask a tenderer to clarify any part of its tender that the evaluation committee considers necessary to evaluate it. Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders.

The Contracting Authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

22.1. Examination of the administrative compliance of tenders

The aim at this stage is to check that tenders comply with the requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

The evaluation committee will check that each tender:

- has been properly signed;
- includes a correct tender guarantee (if required);
- meets the requirements as set out in the administrative compliance grid;
- has complete documentation and information;
- substantially complies with the requirements of these tender documents.

If a tender does not meet the requirements set out in the administrative compliance grid, it may be rejected by the evaluation committee when checking admissibility.

22.2. Technical evaluation

The evaluation committee must evaluate only those tenders considered substantially compliant in accordance with Clause 22.1.

The purpose of the evaluation process is to identify the tenderer which for the lowest cost is most likely to enable the Contracting Authority to achieve its objectives of having a facility that is completed on time, meets the published criteria and is within the budget available. The evaluation of tenders may take into account not only the construction costs but, if necessary, the operating costs and resources required (ease of operation and maintenance), in line with the technical specifications. The Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

At this step of the evaluation procedure, the committee will analyse the tenders' technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.

22.3. Financial evaluation

Once the technical evaluation has been completed, the evaluation committee checks that the financial offers contain no arithmetical errors. If the tender procedure contains several lots, financial offers are compared for each lot. The financial evaluation will have to identify the best financial offer for each lot, taking due account of any discounts offered.

When analysing the tender, the evaluation committee will calculate the final tender price after adjusting it on the basis of Clause 23.

23. CORRECTING ERRORS

23.1. Possible errors in the financial offer will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

- 23.2. The amount stated in the tender will be adjusted by the evaluation committee in the event of error, and the tenderer will be bound by that adjusted amount. If the tenderer does not accept the adjustment, its tender will be rejected and its tender guarantee forfeited.

CONTRACT AWARD

24. AWARD CRITERIA

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

25. Notification of award, contract clarifications

Prior to the expiry of the validity period of tenders, the Contracting Authority will notify the successful tenderer, in writing, that its tender has been selected and draw its attention to any arithmetical errors corrected during the evaluation process. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must be prepared to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of such clarification will be set out in a memorandum of clarification, to be signed by both parties and incorporated into the contract.

Documentary evidence required from the successful tenderer:

Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or, for consortia, each of the companies) is established, to show that it does not fall into any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external action. This evidence, documents or statements must carry a date, which cannot be more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then. The above-mentioned documents must be submitted for the tenderer, every member of a joint venture/consortium, all subcontractors providing more than 10% of the works and every supplier providing more than 10% of the works. For any other subcontractor or supplier, the successful tenderer must submit a declaration from the intended subcontractor or supplier that it is not in one of the exclusion situations. In the event of doubt on this declaration of honour, the Contracting Authority must request documentary evidence that they are not in a situation of exclusion.

Evidence of financial, economic, technical and professional capacity according to the selection criteria specified in subsection 12.2 above will be requested unless satisfactory documents are already included in the tender.

If the successful tenderer fails to provide this documentary proof or statement within 15 calendar days following notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In this case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.]

After the contract has been signed and the successful tenderer has provided the performance guarantee, in accordance with Clause 26, the Contracting Authority will promptly notify the other tenderers that their tenders have not been successful and release their tender guarantees.

26. CONTRACT SIGNING AND PERFORMANCE GUARANTEE

26.1. Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

26.2. If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled, without prejudice to the Contracting Authority's right to invoke the

guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

- 26.3. The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released in accordance with the Special Conditions.

27. CANCELLATION OF THE TENDER PROCEDURE

In the event of cancellation of a tender procedure, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

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

In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the Contracting Authority has been informed of the possibility of damage. Publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

28. ETHICS CLAUSES

- 28.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.
- 28.2. Without the Contracting Authority's prior written authorisation, the Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 28.3. When putting forward a candidacy or tender, the candidate or tenderer must declare that it is not affected by any conflict of interest, and that it has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 28.4. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without the Contracting Authority's prior approval. It may not commit the Contracting Authority in any way without its prior written consent.

- 28.5. For the duration of the contract, the Contractor and its staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 28.6. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 28.7. The Contractor and its staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 28.8. The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during execution of the contract.
- 28.9. The Contractor must refrain from any relationship likely to compromise its independence or that of its staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 28.10. The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 28.11. All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 28.12. The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 28.13. Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.
- 28.14. The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

29. APPEALS

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide to contract procedures for EU external action.

VOLUME 1

**SECTION 2
TENDER FORM
APPENDIX TO THE TENDER**

TENDER FORM FOR A WORKS CONTRACT

Letter of invitation to tender reference: CLASS: 406-01/13-01/__; REF.NUMBER: 2100/01-01-03-13-1

Publication reference: HUHR/1101/1.2.2./1011-MV 04/13

Name of contract: WORKS ON CONSTRUCTION OF BICYCLE PATH “ŠEĆERANSKO JEZERO”

<Place and date>

A: GRAD BELI MANASTIR

ULICA KRALJA TOMISLAVA 53

31300 BELI MANASTIR <Name and address of Contracting Authority >.

One signed form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this form must concern only the legal entity or entities making the application.** The attachments to this form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted the originals must be sent to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing as much as possible.

Any additional documentation (brochures, letters, etc.) sent with the form will not be taken into consideration. Applications submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary to perform the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality ³
Leader ⁴		
Member 2*		
Etc ...		

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using this format.

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender No [HUHR/1101/1.2.2./1011-MV 04/13 of 30.12.2013. We hereby accept its provisions in their entirety, without reservation or restriction.
2. We offer to execute, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction, the following works:

³ Country in which the legal entity is established.

⁴ Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted).

Lot No 1: WORKS ON CONSTRUCTION OF BICYCLE PATH “ŠEĆERANSKO JEZERO”

Lot No 2: WORKS ON /CONSTRUCTION OF SUPERVISORY INFORMATION CENTER

3. The price of our tender [*excluding the discounts described under point 4*] is:

Lot No 1: [.....]

Lot No 2: [.....]

4. We will grant a discount of [%], or [.....] [*in the event of our being awarded Lot No ...and Lot No*].

5. This tender is valid for a period of 90 days from the final date for submission of tenders.

6. If our tender is accepted, we undertake to provide a performance guarantee, as required by Article 15 of the Special Conditions.

7. Our firm/company [*and our subcontractors*] has/have the following nationality:

<.....>

8. We are making this tender [on an individual basis/as member of the consortium led by < name of the leader / ourselves >]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member of the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract’s execution].

9. We are not in any of the situations excluding us from participating in contracts listed in section 2.3.3 of the Practical Guide to contract procedures for EC external action. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into these exclusion situations. The date on the evidence or documents provided will be no earlier than one year before the date of submission of tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

10. We agree to abide by the ethics clauses in Clause 28 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure.

11. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/EDF.
12. We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
13. We fully recognise and accept that we may be excluded from tender procedures and contracts, in accordance with the Section 2.3.4 of the Practical Guide to contract procedures for EC external action, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeated offence within five years of the above-mentioned date. Furthermore, we acknowledge that, should we make false declarations, commit substantial errors, irregularities or fraud, we shall also be subject to financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded. This rate may be increased to 4 % to 20 % in the event of a repeat offence within five years of the first infringement.
14. We are aware that, for the purposes of safeguarding the financial interests of the European Union, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

Name and first name: [.....]

Duly authorised to sign this tender on behalf of:

[.....]

Place and date: [.....]

Stamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]

APPENDIX TO TENDER FOR A WORKS CONTRACT

[.....]

Letter of invitation to tender reference: CLASS: 406-01/13-01/__; REF.NUMBER: 2100/01-01-03-13-1

Publication reference: HUHR/1101/1.2.2./1011-MV 04/13

Title of contract: WORKS ON CONSTRUCTION OF BICYCLE PATH “ŠEĆERANSKO JEZERO”

(Note: Tenderers are required to fill in the blank spaces in this Appendix)

	Subclauses of General Conditions or Special Conditions	
Name and address of the Contracting Authority	To be completed by the Contracting Authority	GRAD BELI MANASTIR UL. KRALJA TOMISLAVA 53 31300 BELI MANASTIR
Name and address of the tenderer	To be completed by the tenderer	
Name and address of the representative of the Contracting Authority	To be completed by the Contracting Authority	KORNELIJA PACANOVIĆ ZVEČEVAC UL.KRALJA TOMISLAVA 53 31300 BELI MANASTIR
Financing authority	To be completed by the Contracting Authority	VÁTI Nonprofit Kft
Deadline for notice to commence	33.1.	28.02.2014.

Period of Implementation	34.1.	6 months
Currency	44.1.	HRK
Law of the contract	69.1.	Croatian law
Language of the contract	2.1.	English
Language of communication	2.1.	English
Period of access to the site	9.1.	30 days after contract signing
Amount of performance guarantee	15.1.	10% of the Contract
Deadline for submitting the programme	17.1.	30 days after receipt of award notification
Normal working hours	14.2.	According to Croatian law
Period after the effective date during which the Contracting Authority's representative must issue notice to commence the works	33.2.	180 days after receipt of award notification
Liquidated damages for the works	36.1.	0,1% of the contract price per calendar day

Limit of liquidated damages for delays	36.1.	10% of the contract price
Percentage of retention monies	47.1.	10%
Minimum amount of interim payment certificates	50.1.	n/a
Percentage for adjustment of provisional sums	50.5.	15%
Amount of third-party insurance	16.4	200.000,00 HRK per accident with the number of occurrences unlimited
Periods for submitting insurance	16.4.	21 days

Signature _____

Capacity _____

duly authorised to sign for and on behalf of _____

VOLUME 1

**SECTION 3
TENDER GUARANTEE FORM**

TENDER GUARANTEE FORM

Works contract

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

GRAD BELI MANASTIR

ULICA KRALJA TOMISLAVA 53

31300 BELI MANASTIR

referred to below as the 'Contracting Authority'

Title of contract: **WORKS ON CONSTRUCTION OF BICYCLE PATH "ŠEĆERANSKO JEZERO"**

Identification number: HUHR/1101/1.2.2./1011-MV 04/13

We, the undersigned, [name and address of financial institution], hereby irrevocably declare that we will guarantee, as primary obligor, and not merely as a surety on behalf of [Tenderer's name and address], payment to the Contracting Authority of **11.250,00 HRK** if tenderers submit offer for both lots, or **8.000,00 HRK** if tenderer submit offer for lot 1, and **5.000,00 HRK** if tenderer submit offer for lot 2, this amount representing the guarantee referred to in Instructions to tenders in subclause 15.1.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of expiry of the tender validity period, including any extensions, in accordance with Article 15 of the Instructions to Tenderers [and in any case at the latest on (one year after the deadline for submitting tenders)].⁵

The law applicable to this guarantee shall be that of Republic of Croatia. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Republic of Croatia.

The guarantee will enter into force and take effect from the submission deadline of the tender.

⁵ This mention has to be inserted only where required, for example where the law applicable to the guarantee stipulates a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

Done at, ././..

Name and first name: On behalf of:

Signature:

[stamp of the body providing the guarantee]

VOLUME 1

SECTION 4: QUESTIONNAIRE

**VOLUME 1
SECTION 4
QUESTIONNAIRE
CONTENTS**

ADDITIONAL NOTICE TO TENDERERS

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FORM 4.3 POWER OF ATTORNEY

FORM 4.4 FINANCIAL STATEMENT

**FORM 4.5 a) FINANCIAL IDENTIFICATION FORM
b) LEGAL ENTITY FILES**

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4.6.8 ACCOMMODATION FOR THE SUPERVISOR

4.6.9 FURTHER INFORMATION

VOLUME 1

SECTION 4:

ADDITIONAL NOTICE TO TENDERERS

1. All questions contained in the forms must be answered by the tenderer.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, "not applicable" should be entered alongside with a brief explanation of why.
4. Every single page of each form must be numbered consecutively in the bottom right-hand corner.
5. Financial data and declarations presented by the tenderer must be given in euro or national currency. Original bank statements may be also attached for reference.
6. If the requested supporting documents/certificates are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union, other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.
7. Each member of a joint venture/consortium must fill in and submit every form.
8. Firms applying as a joint venture/consortium must also complete Form 4.6.5 concerning joint ventures/consortia.
9. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
10. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. The attention of tenderers is also drawn to the fact that the absence of some data may cause their non-compliance in the related item of evaluation.

VOLUME 1

SECTION 4

FORM 4.1 GENERAL INFORMATION ABOUT THE TENDERER

- 4.1.1. Name of company
.....
.....
- 4.1.2. Registered address
.....
.....Telephone
Fax..... Telex..... E-mail.....
- 4.1.3. Names and nationalities of principals/directors and
associates.....
.....
.....
- 4.1.4. Type of company (natural person, partnership, corporation,
etc.).....
- 4.1.5. Description of company (e.g. general civil engineering contractor)
- 4.1.6. Company's nationality
- 4.1.7. Number of years' experience as contractor
- in own country.....
- internationally.....
- 4.1.8. Registration details
.....
.....
Please attach copy of the registration certificate
- 4.1.9. Equity in the company
Shares (%).....
.....
- 4.1.10. Name(s) and address(es) of companies involved in the project and whether
parent/subsidiary/subcontractor/other:.....
.....
.....
- 4.1.11. If the company is a subsidiary, what involvement, if any, will the parent company have in the
project?
.....
- 4.1.12. Foreign companies must state whether they are established in the state of the Contracting Authority
in accordance with applicable regulations (for information only)

Signature:

(a person or persons authorised to sign on behalf of the tenderer)

Date:.....

VOLUME 1

SECTION 4

**FORM 4.2
ORGANISATION CHART**

Please give details here below of the organisation chart of your company, showing the position of directors, key staff and functions.

Signature.....

(a person or persons authorised to sign on behalf of the tenderer)

Date.....

VOLUME 1

SECTION 4:

**FORM 4.3
POWER OF ATTORNEY**

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature:

(a person or persons authorised to sign on behalf of the tenderer)

Date:

VOLUME 1

SECTION 4

FORM 4.4 FINANCIAL STATEMENT

Please provide all of the information required in HRK.

4.4.1 Basic capital

Amount..... HRK
 Currency..... HRK
 Authorised..... HRK
 Issued..... HRK

4.4.2 Annual value of construction work undertaken for each of the last three years, and projected for the next two years.

HRK	Year-3	Year-2	Last year	Current year	Year +1	Year +2
At home						
Abroad						
Total						

4.4.3 Approximate value of works in hand (at home and abroad)

..... (HRK)

4.4.4⁶ Please attach copies of the company's certified statements of account for the previous three years (with translations into the procedural language, if necessary) from which the following basic data will be abstracted. Please provide estimates of the same information for the next two years.

HRK	Year-2	Year-1	Last year	Current year	Year+1	Year+2
1.Total assets
2.Total liabilities
<i>Net Value (1 minus 2)</i>

⁶ Please see point 4 in Instructions to Tenders if documentary evidence/proof is needed.

3.Liquid assets	.....	.....	.....	.....	.....	.....
4.Short-term debts	....	.....	.....	.....	....	....
<i>Working capital (3 minus 4)</i>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>
5.Pre-tax profits	.....	.....	.....	.....	.....	.....
6.Losses	.....	.....	.....	.....	.....	.....

				

4.4.5 Name and address of banks (principal/others):

.....
.....
.....

4.4.6 Please enclose a reference/certificate about the financial situation of the company and its access to credit facilities (maximum amount of credit facility to be stated in euro or NC equivalent)

Signature:

(person(s) authorised to sign on behalf of the tenderer)

Date:

VOLUME 1

SECTION 4

FORM 4.5. a) +b)

FINANCIAL IDENTIFICATION

VOLUME 1

SECTION 4

FORMS 4.6.1 TO 9 TECHNICAL QUALIFICATIONS

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SECTION 4

FORM 4.6.1.1 OVERVIEW OF THE TENDERER'S STAFF

i - Overview	
a - Directors and management
b - Administrative staff	.....
c - Technical staff	
- Engineers	.....
- Surveyors	
- Foremen	.....
- Mechanics	
- Technicians	.....
- Machine operators	
- Drivers	.....
- Other skilled staff	
- Labourers and unskilled staff	.....
<hr/>	
Total	=====
ii - Site operatives to be employed on the contract (if relevant)	
a - Site management	.....
b - Administrative staff	.....
c - Technical staff	
- Engineers	.....
- Surveyors	
- Foremen	.....
- Mechanics	
- Technicians	.....
- Machine operators	
- Drivers	.....
- Other skilled staff	

- Labourers and unskilled staff

Total =====

Signature
(*person(s) authorised to sign on behalf of the tenderer*)

Date

VOLUME 1

SECTION 4

FORM 4.6.1.2

STAFF TO BE EMPLOYED ON THE CONTRACT

Position/Name	Nationality	Age	Education	Years of experience (with the company/in construction)	Major works for which responsible (project/value)
Quality control				/	
Others responsible for				/	
Others responsible for				/	

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date.....

VOLUME 1

SECTION 4

FORM 4.6.1.3

PROFESSIONAL EXPERIENCE OF KEY STAFF

CURRICULUM VITAE

(Maximum 3 pages + 3 pages of annexes)

Proposed position in the contract:

1. Surname:
2. Name:
3. Date and place of birth:
4. Nationality:
5. Civil status:

Address (phone/fax/e-mail):

6. Education:

<i>Institutions:</i>	
<i>Date:</i> <i>From (month/year)</i> <i>To (month/year)</i>	
<i>Degree or qualification:</i>	

7. Language skills

Indicate on a scale of 1 to 5 (1 — excellent; 5 — basic):

<i>Language</i>	<i>Level</i>	<i>Passive</i>	<i>Spoken</i>	<i>Written</i>
	<i>Mother tongue</i>			

8. Membership of professional bodies:
9. Other skills (e.g. computer literacy):
10. Current position:

- 11. Years of professional experience:
- 12. Key qualifications:
- 13. Specific experience in non-industrialised countries:

<i>Country</i>	<i>Date: from (month/year) to (month/year)</i>	<i>Name and brief description of the project</i>

- 14. Professional experience:

<i>Date: from (month/year) to (month/year)</i>	
Place	
Company/organisation	
Position	
Job description	

- 15. Others:

- 15a. Publications and seminars:

- 15b. References:

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date.....

VOLUME 1

SECTION 4

FORM 4.6.2

PLANT

Plant proposed and available for implementation of the contract⁷

	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Origin (country)	Current approximate value in euro or national currency
A)	CONSTRUCTION PLANT						
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		

⁷ Not all the plant owned by the company.

	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Origin (country)	Current approximate value in euro or national currency
B)	VEHICLES AND TRUCKS						
					/		
					/		
					/		
					/		
					/		
C)	OTHER PLANT				/		
					/		
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Signature

(person(s) authorised to sign on behalf of the tenderer)

Date.....

VOLUME 1

SECTION 4

FORM 4.6.3

WORK PLAN AND PROGRAMME

- 4.6.3.1 State the proposed location of your main office on the site, stations (steel/concrete/asphalt structures), warehouses, laboratories, accommodation, etc. (sketches to be attached as required).
- 4.6.3.2 Give a brief outline of your programme for completing the works in accordance with the required method of construction and stated time of completion.
- 4.6.3.3 Attach a critical milestone bar chart (schedule of execution) representing the construction programme and detailing relevant activities, dates, allocation of labour and plant resources, etc.
- 4.6.3.4 If the tenderer plans to subcontract part of the works, he must provide the following details:

Work intended to be subcontracted	Name and details of subcontractors	Value of subcontracting as percentage of the total cost of the project	Experience in similar work (details to be specified)

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1

SECTION 4

FORM 4.6.4

EXPERIENCE AS CONTRACTOR

4.6.4.1 List of contracts of similar nature and scale performed during the past 5 years

Name of project/type of works	Total value of works the Contractor was responsible for ²	Period of contract	Start date	Percentage of works completed	Contracting authority and place	Prime contractor (P) or subcontractor (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No
<i>A) In home country</i>							

Name of project/type of works	Total value of works the Contractor was responsible for ⁸	Period of contract	Start date	Percentage of works completed	Contracting authority and place	Prime contractor (P) or subcontractor (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No
<i>B) Abroad</i>							

4.6.4.2⁹ Please attach here available references and certificates from the relevant Contracting Authorities

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

⁸ Amounts actually paid, without the effect of inflation.

⁹ Please see point 4 in Instructions to Tenders if documentary evidence/proof is needed.

VOLUME 1

SECTION 4

FORM 4.6.5

DATA ON JOINT VENTURES

4.6.5.1 Name

4.6.5.2 Managing board's address

.....

Telex

TelephoneFax.....E-mail.....

4.6.5.3 Agency in the state of the Contracting Authority, if any (for joint ventures/consortia with a foreign lead member)

Office address

.....

Telex

TelephoneFax.....

4.6.5.4 Names of members

i)

ii)

iii)

Etc.

4.6.5.5 Name of lead member

.....

.....

4.6.5.6 Agreement governing the formation of the joint venture/consortium

i) Date of signature:

ii) Place:

iii) Enclosure — joint venture/consortium agreement

4.6.5.7 Proposed division of responsibilities between members (in %) with an indication of the type of work to be performed by each

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.....

Signature:

(person(s) authorised to sign on behalf of the tenderer)

Date:

VOLUME 1

SECTION 4

FORM 4.6.6

LITIGATION HISTORY

Please provide information on any history of litigation or arbitration resulting from contracts executed during the last **3** years or currently under execution.

A separate sheet should be used for each partner of a joint venture/consortium.

Year	Ruling FOR or AGAINST tenderer	Name of client, cause of litigation, and matter in dispute	Disputed amount (in HRK)

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1

SECTION 4

FORM 4.6.7

QUALITY ASSURANCE SYSTEM(S)

Please provide details of the quality assurance system(s) you propose using to ensure successful completion of the works.

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1

SECTION 4

FORM 4.6.8

ACCOMMODATION FOR THE SUPERVISOR

Please attach sketches and data detailing the accommodation and facilities intended to be provided by the tenderer under the relevant items in the bill of quantities/breakdown of the overall price.

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1

SECTION 4

FORM 4.6.9

FURTHER INFORMATION

Tenderers may add here any further information that they deem useful for the evaluation of their tenders.

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1

SECTION 5:

ADMINISTRATIVE COMPLIENCE GRID

1. ADMINISTRATIVE COMPLIENCE GRID

Contract title :	WORKS ON CONSTRUCTION OF BICYCLE PATH “ŠEĆERANSKO JEZERO”	Publication reference :	HUHR/1101/1.2.2./1011-MV 04/13
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Tender envelope number	Tenderer name	Tender submission form duly completed? (Yes/No)	Documentation complete (yes/No)	Includes a correct tender guarantee (yes/No)	Tenderer's declaration (signed by each consortium member, if appropriate)? (Yes/No)	Language as required?	Sub-contracting statement acceptable? (Yes/No/ Not Applicable)	Nationality of sub-contractors eligible? (Yes/No)	Overall decision? (Accept / Reject)
1									
2									
3									
4									
5									
6									
7									
8									

Chairperson's name	
Chairperson's signature	
Date	

VOLUME 1

SECTION 5:

EVALUATION GRID

2. EVALUATION GRID

(To be customised according to the project. The criteria indicated are used by the evaluation committee.) Must be completed by each member of the evaluation committee.

Contract title:	WORKS ON CONSTRUCTION OF BICYCLE PATH “ŠEĆERANSKO JEZERO”	Publication reference:	HUHR/1101/1.2.2./1011-MV 04/13
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3.

Tender envelope N°	Tenderer's name	Rules of origin respected? (Yes/No)	Economic and financial capacity- average annual turnover? (OK?)	Professional capacity? -2 project completed (OK?)	Technical capacity? – key staff have 5 years experience (OK/a/b/...)	Compliance with technical specifications? (OK?)	Ancillary services as required? (NA)	Nationalities of subcontractors eligible? (Yes/No)	Other technical requirements in tender dossier? (Not applicable)	compliance? Technical (Yes/No)	Observations

Evaluator's name	
Evaluator's signature	
Date	

