DOCUMENTATION KIT FOR THE OPEN PUBLIC PROCUREMENT
PROCEDURE NUMBER EVV-5/2011

The procurement of the Universal System for Textile Testing,
capacity 30 kN

CPV: 33262000

Zagreb, February 2011
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I. INSTRUCTIONS FOR THE TENDERER FOR COMPOSING THE TENDER

1. **Data on the Client:** University of Zagreb, Faculty of Textile Technology, Prilaz baruna Filipovića 28a, HR-10000 Zagreb, Croatia, PIN (OIB) 43097527965

2. **Data on the Client's contact person for the tenderers:** The Public Procurement Office, Mrs. Ankica Findrik, Chief Procurement Officer, Phone: +385 1 3712512, Fax: +385 1 3712599, e-mail: fakultet@ttf.hr

3. **The procedure and mode of public procurement:** Open public procurement procedure for the procurement of goods with a single commercial Tenderer to be chosen in accordance with the published criteria.

4. **The description of the subject of procurement:** Universal system for textile testing, capacity 30 kN.

5. **Public procurement file number:** EVV-5/2011.

6. **The type, quality, scope or quantity of the subject of procurement:** The type, quality, scope and quantity of the subject of procurement are described in detail under Section VII of this documentation kit: The Technical Specifications and the Bill of Quantities”. The Tenderer must clearly and unanimously fill in all required fields in the presented Specifications and the Recapitulation (the Bill of Quantities).

7. **Goods to be delivered to:** University of Zagreb, Faculty of Textile Technology, Department of Textile Chemistry & Ecology, Savska 16/9, HR-10000 Zagreb, Croatia.

8. **Delivery deadline:** The goods must be delivered and installed no later than 120 days after the signing of the Public Procurement Contract.
9. The description and list of groups or parts of the subject of procurement, if such mode of bidding is allowed: It is only allowed to bid the whole, inseparable and integral subject of procurement containing and compliant with all the items of the technical specifications in Section VII of this Documentation Kit.

II. THE PROOFS OF LEGAL CAPABILITY TO BID

10. Required proofs of the legal capability to bid in this call:

10.1. The proof of legal capability and incorporation

- An official document testifying to the registration in a commercial, court, professional, craftsmen’s, guild or other legal registry in the jurisdiction of the Tenderer’s registered offices. If such a document is not available or administrable in the jurisdiction of the Tenderer’s registered offices, a legally equivalent statement authorized (by signature, possibly a seal / stamp) by some other institution legally empowered and entrusted with the registration of the incorporated entities in the said jurisdiction.

In case of a joint tender, all the members of the Tenderer consortium are obligated to separately present the existence of legal and commercial capability.

Applicable proof must be presented in original form, or in a form of an authorized copy legally equivalent to an original document¹ (notarized) in compliance with the jurisdiction of the Tenderer’s registered offices, and not older than six (6) months counting from

¹ In the Republic of Croatia, a copy authorized by a public notary office.
the date of publication of this call in the Electronic Public Procurement Classifieds.

10.2. The Police Clearance Certificate

- The Statement of a representative with power of attorney for the Tenderer that there are no current and ongoing circumstances which would contradict Article 46 Item 1 of the Public Procurement Law of the Republic of Croatia (drafted in Section III), in those cases where it is legally impossible to obtain a valid Police Clearance Certificate or a legally equivalent certificate, statement, or edict to the same effect in compliance with the jurisdiction of the Tenderer’s registered offices.

The statement is to be issued by a physical person who is the representative with power of attorney for the incorporated Tenderer, in his/her personal name and in the name of the incorporated Tenderer. The statement must be notarized or authorized in another similar way in compliance with the jurisdiction of the Tenderer’s registered offices.

In case of a joint tender, all the members of the Tenderer consortium are obligated to separately present the Police Clearance Certificates or Statements to this effect.

The Police Clearance Certificate or the Statement issued in accordance with the above must be dated, and not older than thirty (30) days counting from the day of the publication of this call in the Electronic Public Procurement Classifieds.

10.3. Proofs of financial and commercial capability

- The certificate / statement testifying, in the jurisdiction of the Tenderer’s registered offices, of the fact that an office, institution, administration, service or agency legally entrusted with collection,
control, audit, reporting and enforcement of revenues and taxes, has cleared the Tenderers of any outstanding debt; Or another legally equivalent document, acceptable as evidence in court, that the Tenderer has fulfilled the obligations of paying all taxes and tax-like charges, welfare, pension and similar charges, and health, dental and other similar insurance charges.

In the case of a joint tender, all the members of the Tenderer consortium are obligated to separately present proofs of financial capability founded on the fulfilment of tax, revenue, welfare, pension, health, dental and other similar charges and obligations.

The applicable proof must be presented in original form, or in a form of an authorized (notarized) copy legally equivalent to an original document in compliance with the jurisdiction of the Tenderer's registered offices, and not older than thirty (30) days counting from the date of publication of this call in the Electronic Public Procurement Classifieds.

- The proof of accounting liquidity: a financial report acceptable as evidence in court, prepared in compliance with the jurisdiction of the Tenderer's registered offices, testifying to the accounting liquidity of the Tenderer.

This proof is offered in order to testify to the fact that the total profits for the last financially audited fiscal period are equal or greater than the final net total price requested in the tender.

Independent craftsmen must, instead of the BON-1 Form of the Tax Administration of the Republic of Croatia, attach the Certificate of Earnings

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2 In the Republic of Croatia, a copy notarized by a public notary office.
3 The BON-1 Form of the Tax Administration of the Republic of Croatia for the tenderers incorporated in the Republic of Croatia.
issued by the Tax Administration of the Republic of Croatia and a Profit and Loss Account for the last fiscal year.

The Tenderers whose proof of accounting liquidity attests to net losses are not considered financially capable for tendering. The proof of accounting liquidity must be presented in original form, or in a form of an authorized copy legally equivalent to an original document\(^4\) (notarized) in compliance with the jurisdiction of the Tenderer’s registered offices, and not older than six (6) months counting from the date of publication of this call in the Electronic Public Procurement Classifieds.

- The proof of solvency\(^5\): a document issued by banking or other financial institutions pertaining to the main current (liquid) account of the Tenderer, acceptable as evidence in court, on the solvency of the commercial subject – the incorporated Tenderer.

In the case of a joint tender, all the members of the Tenderer consortium are obligated to present proof (a legally binding Statement) of their responsibility for joint solvency in mutual solidarity.

The commercial subject – incorporated Tenderer can prove its financial and commercial capability using other forms of evidence, acceptable in court, if the described forms of proof are unobtainable within the framework of the administration, accounting and servicing of revenues regulated by the jurisdiction of the Tenderer’s registered offices. These documents must be acceptable as evidence in court and be legally equivalent to the described proofs of accounting liquidity and solvency.

**The proof of solvency must be presented in the original form, or in a form of an authorized copy legally equivalent to an original**

\(^4\) In the Republic of Croatia, a copy notarized by a public notary office.

\(^5\) The BON-2 or SOL-2 Forms of the Tax Administration of the Republic of Croatia for the tenderers incorporated in the Republic of Croatia.
document6 (notarized) in compliance with the jurisdiction of the Tenderer’s registered offices, and not older than thirty (30) days counting from the date of publication of this call in the Electronic Public Procurement Classifieds.

- The proof of technical and professional capability

The Tenderer must deliver a certificate on duly completed contracts (for the same or similar equipment): at least 5 in the last 3 years with the following data:

1) titles and headquarters of the contracting parties  
2) subject of the contract  
3) value of the contract  
4) time and place of completion of the contract  
5) statements on duly completed contracts signed by the other contracting parties

11. Form, manner and method of composing the tender and its obligatory contents:

11.1. Form and manner of composing the tender

The tender must be produced in a hard copy on paper in compliance and respecting the provided layout of the Documentation Kit. The itemized indicative bill of quantities must be printed in a hard copy on paper.

The tender with all its obligatory contents items, as well as appendices, attachments and addenda must be bound in an inseparable whole and a bulla affixed to the stitching in the back, in order to disallow removal or addition of printed sheets or parts of the tender after the fact.

The tender must be printed in non-erasable permanent ink, and all pages marked with the ordinal number of the page within the tender, separated by a slash from the total number of pages in the tender (eg. if the tender is

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6 In the Republic of Croatia, a copy notarized by a public notary office.
Corrections to the tender, if necessary, must be made by a method that assures that they are clearly evidenced and visible. All corrections must be counter-dated and counter-signed and sealed by a person with power of attorney of the commercial subject.

Page 1 of the tender must contain the title and address of the Tenderer and the title “DOKUMENTACIJA ZA NADMETANJE U OTVORENOM POSTUPKU JAVNE NABAVE BROJ EVV-5/2011”\(^7\) and the date on which the tender is compiled.

Page 2 of the tender must contain the contents listing the page or the range of pages for each obligatory item stated in this documentation kit (proofs of capability etc.), e.g. “Excerpt from the Commercial Register – pages 3 - 5”.

**Failure to abide by the instructions for the physical reproduction and formal layout of the tender stated herein are grounds for dismissal of the tender from the call.**

**11.2. Contents of the Tender Title Form (presented in Section IV)**

i. Title of the incorporated commercial subject tendering to the call, address of the registered offices from which the incorporated Tenderer operates, the electronic mail address of the Tenderer or an office, department or division of the Tenderer responsible for the collection and interior distribution of electronic mail.

In the case of a joint tender, the tender title form must contain:

- the titles and registered office addresses of all commercial subjects – incorporated in the joint tender,

\(^7\) Please observe the Croatian language wording and be careful to copy the exact wording using a computer or other means available.
- separately the title and registered office address of the titular head Tenderer,

- names and professional titles of persons responsible for procurement of items in the joint tender, for all incorporated members of the consortium,

- titles of all the persons with power of attorney that are empowered and will sign the Public Procurement Contract if the consortium is elected.

ii. Titles, types and file numbers of documents used (and attached) as proofs of capability, in compliance with this documentation kit, specifically Article 10, Items 1 – 3.

iii. List of obligatory parts / items or attachments to the tender: technical specifications and the bill of quantities, statements (see the following Sections).

iv. Recapitulated final net total price before taxes.

v. Tender validity deadline.

vi. The list of prescribed obligatory constituent parts, sections, items, attachments, appendices and addenda of the tender (separately and in addition to the contents on page 2 of the whole tender, described in Article 11, Item 1, Paragraph 6 herein).

vii. Continuation of the list in the preceding item with other attachments, appendices and addenda required in the documentation kit for the tender.

viii. The date, signature and seal of the representative of the Tenderer with power of attorney.

11.3. Means of delivering the tender:

The tender is to be delivered in a closed and sealed addressed envelope with the title and address of the Tenderer, the clearly stated file number of the Public Tender Invitation as determined by the Client, and the title and address of the Client: “Sveučilište u Zagrebu Tekstilno-tehnološki fakultet, Prilaz baruna Filipovića 28a, HR-10000 Zagreb, Croatia, and a warning “NE OTVARAJ – PONUDA ZA UNIVERZALNI UREĐAJ ZA
Within the tender delivery deadline, the Tenderer may use an additional, separate legally binding statement to alter, augment, generalize, particularize or void its tender. If the alterations result in a new final net total price before taxes, it must be clearly stated in number and letter form. Amendments to the tender must be delivered to the Client who has issued the public invitation in compliance with the provisions of the Public Procurement Law of the Republic of Croatia regarding the delivery of tenders and the Client is required to treat it as a tender. In case of tender annulment, the Tenderer may require the return of its unopened tender.

12. **Provisions for the delivery of the tender by electronic means:**

There is **NO** provision for the delivery of the tender by electronic means.

13. **Provisions for alternative tenders:**

There is **NO** provision for the delivery of alternative tenders by the same Tenderer.

14. **Provisions for the calculation of the final net total price of the subject of procurement, the items comprising the price and the provisions for the changing of the final net total price:**

The price stated on the tender is the final net total price for the whole, complete, integral and inseparable subject of procurement before taxes.

The Tenderer is obligated to list the final net total price both in EURO (EUR) and Croatian Kuna (HRK), CIF Zagreb, Croatia. The final net total price before taxes must be expressed in numbers and letters. If the amounts

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8 Please observe the Croatian language wording and be careful to copy the exact wording using a computer or by other means available.
expressed in numbers and letters disagree, the amount expressed in letters will be legally binding.

The final net total price must include all expenditures of the Tenderer CIF Zagreb, Croatia, and all penalties, bonuses, claims, charges, burdens, discounts and deals, before taxes and customs duties of the Republic of Croatia. The penalties, bonuses, claims, charges, burdens, discounts and deals must be stated separately in the currency (amount) form underneath the final net total price.

If the sum of all absolute values of accounting errors, either negative or positive ones, exceeds five percent of the final net total price stated in the tender, the tender will be disqualified from the call.

15. The currency of the tender:

The final net total price of the tender must be expressed both in EURO (EUR) and Croatian Kuna (HRK) CIF 10000 Zagreb, Croatia.

16. Deadline, means, conditions of payment:

Payment is to be made in advance in the amount of 50% of the price of the subject of procurement (without VAT) after the signing of the Contract. Upon the signing of the contract, the chosen Tenderer is also obligated to issue a bank guarantee in the amount of 50% of the total price. Final payment of the remaining amount of 50% of the total price is to be made within 30 days as of the installation and putting into operation.

17. Tender validity deadline:

The tender validity deadline must be clearly and unequivocally stated on the tender form and must be set at the minimum of sixty (60) days after the deadline for the final submission of tenders. The Client may demand in writing the statement on the extension of the tender validity deadline or a statement on the acceptance of the contract. In that case, the bid warranty deadline
must also be extended in accordance with the requested extension of the tender validity deadline.

18. Criterion for the grading and selection of the most favourable tender:
Criterion for the selection of the most favourable tender is the final net total price before taxes.

19. The language and script of the tender:
The language of the tender is either English or Croatian and the tender is to be produced in Latin script.

20. Date, time, place of delivery and the procedure for the opening of the tenders:
The tender is to be delivered in a closed and sealed addressed envelope with the title and address of the Tenderer, clearly stated file number of the Public Call to Procurement as determined by the Client, and the title and address of the Client: "Sveučilište u Zagrebu Tekstilno-tehnološki fakultet, Prilaz baruna Filipovića 28a, HR-10000 Zagreb, Croatia"9, and a warning "NE OTVARAJ – PONUDA ZA UNIVERZALNI UREĐAJ ZA ISPITIVANJE TEKSTILA, KAPACITETA 30 kN broj EVV-5/2011"10.

The tenders must be physically delivered to the Client no later than the 11th day of March, 2011, 12:00 (ante meridium, Central European Time11) using postal services, courier services or personal delivery to the Filing and Records Department of the Dean’s Office of the Faculty of Textile Technology at the address:

Sveučilište u Zagrebu Tekstilno-tehnološki fakultet,

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9 Please observe the Croatian language wording and be careful to copy the exact wording using a computer or by other means available.
10 Please observe the Croatian language wording and be careful to copy the exact wording using a computer or by other means available.
11 One solar hour in advance of the Universal Coordinated Time or Greenwich Main Time; GMT+1; UCT+1.
A tender arriving later than the said deadline will not be opened nor unsealed and will be returned to the Tenderer.

The public unsealing and opening of tenders will be held on the 11th day of March, 2011, 12:00 (ante meridium, Central European Time) at the premises of the Faculty of Textile Technology, at the Dean’s Office, immediately after the expiry of the tender submission deadline.

The public opening may be attended by affidavit-empowered representatives of the Tenderers on the basis of the Tenderers’ Affidavit of Right of Representation in the public opening of tenders (Section VIII) or persons with or without the status of an interested person13. The right of active participation in the procedure of the public opening of tenders is reserved for the representatives of the Client and the affidavit-empowered representatives of the Tenderers in compliance with Article 79, Item 1 of the Public Procurement Law of the Republic of Croatia.

21. Publication, dissemination and issuance of the Documentation Kit for the Open Public Procurement Procedure:

The Documentation Kit for the Open Public Procurement Procedure is disseminated, published and issued for use through the Electronic Public Procurement Classifieds.

The final non-extendible deadline for the receipt of the Documentation Kit is the 11th day of March, 2011.

22. Expenses of the production, publication and dissemination of the Documentation Kit for the Open Public Procurement Procedure:

12 Please observe the Croatian language wording and be careful to copy the exact wording using a computer or by other means available.

13 As recognized by the pertinent jurisdiction of the Republic of Croatia.
23. The Draft Public Procurement Contract

The Draft Public Procurement Contract must be appended to the tender and it represents an obligatory inseparable part of the tender. The Draft Public Procurement Contract must be signed by the person with power of attorney of the incorporated tendering party and stamped with the official seal / stamp of the incorporated tendering party.

Failure to append / annex the tender with the signed and stamped Draft Public Procurement Contract will be grounds for dismissal of the tender from the Call.

24. Deadline for the issuance of a decision on the choice of the tender or annulment of the Call:

The Client will issue a decision on the choice of the tender for contracting to procure the subject of the procurement no later than thirty (30) days after the expiry of the deadline for submission of tenders.

25. Surety for the execution of the Tenderer’s contractual obligations

Surety for the execution of the contractual obligations arising from the conclusion of the Public Procurement Contract concluded pursuant to the appended Draft Public Procurement Contract is a bank guarantee in the amount of 50% of the contractual value of goods to be procured. This surety is to be supplied by the chosen Tenderer no later than on the occasion of the signing and stamping of the Public Procurement Contract for the subject of procurement.

If the chosen Tenderer refuses to sign and stamp the Public Procurement Contract or fails to produce the required form of surety for the execution of contractual obligations as stated herein, the Procurer may annul and void the Public Procurement Contract and issue a new decision by which the next
best, applicable and qualified tender is accepted for contracting, or annul and void the entire Call.

26. Required Statements

The Tenderer must include a Promissory Statement to deliver the required bank guarantee in the amount equalling 50% of the contractual value of the goods to be procured if its tender is chosen for contracting by the Procurer. This is an obligatory (mandatory) part of the tender.

Failure to provide this statement will be grounds for dismissal of the tender from the call.

27. Legal Remedy Instructions:

A Complaint may be filed with the State Commission for the Control of Public Procurement Procedures of the Republic of Croatia, and submitted to the Client in written form by personal delivery or by registered mail, in compliance with Article 145 of the Public Procurement Law of the Republic of Croatia.

The plaintiff is required to deliver a copy of the Complaint contemporaneously and in the same way to the State Commission for the Control of Public Procurement Procedures of the Republic of Croatia.

The Complaint is to be filed in compliance with Article 147 of the Public Procurement Law of the Republic of Croatia within ten (10) days as of the day of:

a) publication of the Call if the claim in the complaint is that a failure to abide by the procedure for publication of the Call has occurred, or the claim is that false, misleading, illegal, erroneous or untrue information has been issued in the Call,
b) public opening of the received tenders if the claim in the complaint is that a failure to abide by the procedure for the handling of the documentation and executing the public opening of tenders has occurred; or in the case when there was no public opening, on the day of issuance of a decision on an individual right of public procurement if the claim in the complaint is that a failure to abide by the procedure of inspection, grading, sorting, assessing and applying criteria to the tenders has occurred,

c) receipt of a decision on an individual right of public procurement if the claim in the complaint is that a failure to abide by the procedure of inspection, grading, sorting, assessing and applying criteria to the tenders, or a failure to abide by procedure of assessing legal, incorporation, financial or professional capability of the Tenderer has occurred,

d) the expiry of the deadline for the issuance of a decision on an individual right of public procurement,

e) becoming acquainted with the illegality of an individual public procurement call, if this happens within one year of the public procurement call it pertains to.

The plaintiff who has failed to file a complaint in compliance with Article 147 of the Public Procurement Law of the Republic of Croatia waives the right to question the legality of the procurement procedure in a later stage of the procedure.

**THE RECAPITULATION OF THE ITEMIZED CONTENTS OF THE TENDER:**

- All Statements drafted hereafter or mentioned above, filled in appropriately by the Tenderer, signed, stamped and with pages enumerated in compliance with Article 11, item 1 of these Instructions (Section I of this Documentation Kit);
- These Instructions comprising Section I of this Documentation Kit, with pages enumerated in compliance with Article 11, item 1 herein, signed and stamped on the last page by the representative of the Tenderer with power of attorney to attest to the fact that the Tenderer has been informed, understands and is willing to abide by the instructions for the participation in the tendering procedure;

- A filled-in, signed and stamped Tenderer Title Form (Section IV of this Documentation Kit), with pages enumerated in compliance with Article 11, item 1 herein;

- Filled-in, itemized and detailed technical specifications of the subject of procurement (Section VII of this Documentation Kit), which needs to be signed and stamped by a representative with power of attorney of the Tenderer;

- A filled-in, signed and stamped Draft Public Procurement Contract.

- Reference list

L.S. _______________________

(signature of a representative with power of attorney for the Tenderer)
III. **STATEMENT LEGALLY EQUIVALENT TO THE POLICE CLEARANCE CERTIFICATE**

– DRAFT AND TEMPLATE IN DEMONSTRATION OF WORDING –

Pursuant to Article 50, and with regards to Article 46, item 1 of the Public Procurement Law of the Republic of Croatia (Official Gazette No. 110/07 and 125/08), under threat of perjury I deposit the following legally binding

**STATEMENT**

I, ____________________________, resident of ________________________

热血完全情案, resident of ________________________

(place of residence, ZIP/Postal code incl. P.O.Box, country)

solemnly and with full legal repercussion attest to the fact that there exist no circumstances in opposition to the Article 46, Item 1 of the Public Procurement Law of the Republic of Croatia (Official Gazette No. 110/07 and 125/08).

This Statement pertains to myself personally as a physical entity, and also, in my capacity as a person with power of attorney of ___________________________

(an incorporated legal entity)

with head offices registered in the jurisdiction of ___________________________

(place of registration of head offices, ZIP/Postal code incl. P.O. Box, country)

also for the said incorporated legal entity.

Deposited in ___________________________ L.S.

(place and country of deposition) (signature of the person with power of attorney making the deposition)

This Statement must be notarized in the public notary office or subject to a legally equivalent means of authorization recognized by the jurisdiction of the place of residence of the person making the deposition.
IV. THE TENDER TITLE FORM

1. BASIC INFORMATION ON THE TENDERER

1.1. Full registered title of the Tenderer\(^{14}\):

_________________________________________________________________

_________________________________________________________________

1.2. Registered address of head offices:

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

1.3. Registration/ file / tax number of the Tenderer or means of indexation of
the Tenderer’s legal entity in accordance with the jurisdiction of the
registered offices\(^{15}\):

_________________________________________________________________

1.4. Person with power of attorney representing the Tenderer in this tender:

_________________________________________________________________

1.5. Person serving as contact point for the Tenderer in matters of this tender:

Telephone number: ______________________
Fax number: ______________________
E-mail address: ______________________

2. LIST (RECAPITULATION) OF PROOFS OF COMMERCIAL, FINANCIAL
AND LEGAL CAPABILITY TO TENDER HERE TO APPENDED

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

3. OBLIGATORY (MANDATORY) PARTS OR APPENDICES TO THE
TENDER: (BILL OF QUANTITIES, TECHNICAL SPECIFICATIONS;
PROMISSORY STATEMENT)

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

\(^{14}\) including abbreviation of legal form of incorporation native to the jurisdiction e.g. in Croatia
“d.o.o.”, “d.d.”, in the USA: “Plc.”, “Inc.”, “Ltd.”, in Germany: “AG”, “GmbH” etc.

\(^{15}\) In Croatia this is OIB.
1. FINAL NET TOTAL PRICE REQUESTED
Having read, studied, interpreted and fully understood the Documentation Kit provided in the Invitation to Tender to the Procurement of the Universal system for textile testing, capacity 30 kN for the delivery of the subject of procurement in inseparable, integral and complete whole, we ask:

The total price (after summation of itemized bill of quantities), including warranty, CIF, HR-10000 Zagreb, Croatia in figures, in the currency of Euro € and HRK as well:

In letters: _____________________________
_____________________________________
_____________________________________

All applicable discounts, deals, offers and bonuses for the Client, in figures, in the currency of Euro € and HRK as well:

In letters: _____________________________
_____________________________________
_____________________________________

The FINAL NET TOTAL PRICE REQUESTED FOR IN THE TENDER, in figures, in the currency of Euro € and HRK as well:

In letters: _____________________________
_____________________________________
_____________________________________

2. TENDER VALIDITY DEADLINE
We are willing to ship the subject of the procurement within ______ (___ 17) days as of the day of signing the Public Procurement Contract.

The tender validity deadline will be sixty (60) days in accordance with Article 17 of Section I of the Documentation Kit.

(alternative wording when the deadline exceeds the length required in Article 17):

The validity deadline for this tender is _____________________________ 19 (___ 20) days.

3. THE SIGNED AND STAMPED DRAFT PUBLIC PROCUREMENT CONTRACT APPENDED (YES/NO): ________________________________

_____________________

16 Letters.
17 Figures.
18 If this option is elected, please remove the preceding two clauses under Article 5, leaving only the immediately following non-italicized wording, and also remove italic wording of the instructions, including the parenthesis flush-left under the alternative wording
19 Letters.
20 Figures.
4. MEANS, MODE AND TERMS OF PAYMENT

The payment will be effected by the Client within 7 days as of the receipt of
the finalized actual invoice or invoices by the Client.

Funds will be transferred to the account number:______________________ ,
operated by the bank: __________________________ ,
IBAN number: __________________________
Routing number: __________________________ ,
Registered offices at the address:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Concluded in:_______________ L.S. ______________________
(place and country where the tender is completed) (signature of the person with power of attorney)
V. THE TENDERER’S STATEMENT OF UNDERSTANDING

PURSUANT TO THE ARTICLE 73 OF THE PUBLIC PROCUREMENT LAW OF THE REPUBLIC OF CROATIA

– DRAFT AND TEMPLATE IN DEMONSTRATION OF WORDING –

Letterhead of the Tenderer containing:

__________________________________________  
(full title of the Tenderer)

__________________________________________  
(place of registration)

STATEMENT

Pursuant to Article 37, Section 1, Item 11 of the Public Procurement Law of the Republic of Croatia (Official Gazette no. 110/07), the person with power of attorney for the Tenderer states under full legal repercussion the following:

I, ____________________________________________  
(full first name, full middle name, full last name, Jr./Sr./IIIrd, day, month and year of birth in format dd.mm.yyyy)

do solemnly, with full legal repercussion attest to the fact that I am fully familiar, have read, understood and am willing to abide by the provisions of the Documentation Kit and that I accept them in full wording and without exception. I further attest to the fact that I am willing and able to procure the stated subject of procurement in full compliance of the said provisions and for the final net total price requested for in the Tender.

Deposited in: ________________________________  
(place and country of deposition)  
L.S.  
(signature of the person with power of attorney)
VI. THE TENDERER’S STATEMENTS OF COMPLIANCE TO THE TERMS OF THE OPEN INVITATION TO TENDER

1. The Tenderer as a legal entity solemnly attests under full legal repercussion that they are aware, have read, have understood and are willing to abide by the provisions of this Public and Open Invitation to Tender and that they are willing to abide by them in full compliance to all integral, inseparable and unanimously interpreted provisions.

L.S. ______________________
(signature of the person with power of attorney)

2. The Tenderer as a legal entity solemnly attests under full legal repercussion that they will, abiding by the deadlines specified and the demands of the Client, if such are issued, deliver a further written explanation of the mandatory and obligatory parts or elements of this tender in order to alleviate and remove any doubts in the capability to carry out the contractual obligations to procure the subject stated, if the final net total price requested for is unusually low.

L.S. ______________________
(signature of the person with power of attorney)

3. The Tenderer as a legal entity solemnly attests under full legal repercussion that they will inform the Client in writing, and abiding by the legal deadline, on the acceptance or refusal to accept the correction of the bill of quantities after the ascertainment of an error in calculation or numerical quantity.

L.S. ______________________
(signature of the person with power of attorney)

4. The Tenderer as a legal entity solemnly attests under full legal repercussion that they will abide by the acceptance of their stated terms of tender on any day prior to the expiration of the deadline stated in the Tender Title Form (Item 5).

L.S. ______________________
(signature of the person with power of attorney)

5. The Tenderer as a legal entity solemnly attests under full legal repercussion that they will treat any and all written materials, memoranda, depositions, statements, contract proposals and/or contracts, delivered to them by the Client, whether in finalized or draft form as correspondence that is of commercial and confidential nature, and will treat it as such in handling, storage, processing, archiving and all other activities.

L.S. ______________________
(signature of the person with power of attorney)
# VII. The Technical Specifications of the Subject of Procurement and the Bill of Quantities

## The Technical Specifications

Universal system for textile testing, capacity 30 kN

<table>
<thead>
<tr>
<th>No.</th>
<th>Minimal requests on device and its functionality for Universal device for testing textiles, the capacity of 30 kN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• The basic form of the device: two column device</td>
</tr>
<tr>
<td></td>
<td>• The setting up: table-model</td>
</tr>
<tr>
<td></td>
<td>• Horizontal test space minimum 400 mm</td>
</tr>
<tr>
<td></td>
<td>• Vertical test area at least 1100 mm</td>
</tr>
<tr>
<td></td>
<td>• The speed test from 0.005 mm/min (or less) to 500 mm/min (or higher), software controlled speed set up</td>
</tr>
<tr>
<td></td>
<td>• Maximum returning time to the starting position on the entire test area: 2 minutes or less</td>
</tr>
<tr>
<td></td>
<td>• Automated zeroing and system calibration</td>
</tr>
<tr>
<td></td>
<td>• Load measurement accuracy: Meets or exceeds ASTM E4, BS 1610, DIN 51221, ISO 7500/1, EN 10002-2, JIS B7721, JIS B773 and AFNOR A03-501 standards.</td>
</tr>
<tr>
<td></td>
<td>• A software package for device management and data logger with the possibility of export to another software</td>
</tr>
<tr>
<td></td>
<td>• Setting up (installation) devices, commissioning and training of staff for each measurement procedure</td>
</tr>
<tr>
<td></td>
<td>• Provided expert technical support at least during the device warranty period</td>
</tr>
<tr>
<td></td>
<td>• Required accessories for testing textile samples</td>
</tr>
<tr>
<td></td>
<td>• Load cell 1kN class 0,5</td>
</tr>
<tr>
<td></td>
<td>• Load cell 30kN class 0,5</td>
</tr>
<tr>
<td>a)</td>
<td>set of pneumatically operated clamps for all measurement ranges up to a maximum capacity of the device (10 kN) which satisfy the standard EN ISO 13934/1</td>
</tr>
<tr>
<td>b)</td>
<td>Automatic pretension grip control, for connecting to the source of air pressure 2-6 bar</td>
</tr>
<tr>
<td>c)</td>
<td>Burst ball compression fixture, satisfy the standards of ASTM D3787, D6797, capacity up to 10 kN</td>
</tr>
<tr>
<td>d)</td>
<td>CE certified and with calibration certificate</td>
</tr>
</tbody>
</table>
THE FINAL BILL OF QUANTITIES
SUBMITTED IN RECAPITULATION OF THE TECHNICAL SPECIFICATIONS

Universal system for textile testing, capacity 30 kN

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>EUR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>HRK</td>
</tr>
</tbody>
</table>

TOTAL
DISCOUNTS
SHIPPING AND INSURANCE
CIF ZAGREB, CROATIA
INSTALLATION OF DEVICE TTF, ZAGREB

FINAL NET TOTAL PRICE REQUESTED IN THE TENDER

This bill of quantities is dated, signed and stamped by the person holding power of attorney for the Tenderer in order to attest with legal strength of evidence given in court to the validity of the offer to procure the subject, fulfilling and in complete compliance of each and every item / capability in full, inseparable and unanimous wording presented in the Technical Specifications preceding, and for the final net total price asked as stated in the recapitulation.

Bill of quantities compiled and finalized in ____________________________, (place and country where bill of quantities was compiled and finalized),
on the ______ day of _____________ in year 2011.

L.S. ______________________
(signature of the person with power of attorney)
VIII. THE FORM OF THE TENDERER’S AFFIDAVIT OF RIGHT OF REPRESENTATION IN THE PUBLIC OPENING OF TENDERS

– DRAFT AND TEMPLATE IN DEMONSTRATION OF WORDING –

Letterhead of the Tenderer containing:

__________________________________________
(full title of the Tenderer)

__________________________________________
(place of registration)

University of Zagreb,
Faculty of Textile Technology
Prilaz baruna Filipovica 28a, HR-10000 Zagreb
Republic of Croatia

Subject: Affidavit on behalf of the legal entity of the Tenderer to a physical person to represent the Tenderer’s interests and presence at the procedure of the public opening of tenders

We hereby grant our representative, ____________________________,
carrying the passport of __________________________________ no. ___________
_______________________________________________
(country of issue) (passport number)
with the position of _________________ to represent us in the public opening of
tenders submitted in response to the Open Invitation to Tender to the Public Procurement of the Universal system for textile testing, capacity 30 kN EVV-5/2011, to be held on the

_________________________ 2011. at 12:00pm at the Client’s premises.
(day as ordinal no. and full month title)

L.S. _________________________
(signature of the person with power of attorney)

To be submitted to the Client’s Procurement Board before the beginning of the procedure of the public opening / unsealing of tenders.
IX. THE DRAFT OF THE PUBLIC PROCUREMENT CONTRACT PROPOSAL

THE UNIVERSITY OF ZAGREB, FACULTY OF TEXTILE TECHNOLOGY, HR-10000 Zagreb, Prilaz baruna Filipovića 28a, Republic of Croatia, OIB 43097527965 represented by the Dean, Prof.dr.sc. Darko Ujević (the Client)

AND

__________________________
____, _________________ 21, represented by ______________________, ____________ (the Supplier)

On this, ____ day of __________ of the year 2011 enter into the following:

CONTRACT ON THE PUBLIC PROCUREMENT OF THE UNIVERSAL SYSTEM FOR TEXTILE TESTING, CAPACITY 30 kN

EVV-5/2011

Article 1

In the preamble, both parties attest to the fact that the Client had publicized an Open Invitation to the Public Procurement Procedure for the Universal system for textile testing, capacity 30 kN _______________________ and has assessed through due procedure, on _____________ the tender of the elected Supplier, submitted in the said Invitation on the _____________, through a Decision filed under Classification ______________________, registry number _______________________ as containing the best Total Cost of Ownership for the elected technical criteria.

In the preamble, both parties attest to the fact that in the due moratorium deadline on the said Decision, no complaint was filed and that no legal impediment exists to the conclusion of this Contract.

By the act of signing of this Contract, the Client attests that the Supplier has secured and presented a bank guarantee for the sum of 50% (fifty percent) of the contracted value as Surety for the execution of contractual obligations and removal of

21 Please insert the Tax ID number, or some similar form of registry number, key, string, evidentiary number or code accepted in the jurisdiction of your registered offices.
inadequacies in the goods in the warranted period. The deadline for the bank guarantee does not exceed the deadline for the delivery of goods.

**Article 2**

The subject of this Contract is the supply of the Universal system for textile testing, capacity 30 kN in compliance with the Supplier-issued tender, submitted on ____________, appended to this Contract and regarded as its mandatory and obligatory inseparable part. Based on this Contract, the Client is indebted to pay the sum of Euro (€) _________________ in letters: ________________________________ Euro (€) and ______________ Cents.

The Supplier is contractually obligated to deliver and install the goods to the Client no later than 60-120 days counting from the day of signing of this Contract.

The Supplier is contractually obligated to respond in written form to a case of malfunction, error, failure in quality of workmanship and other warranted faults reported by the Client within 48 hours as of the receipt of the Client's report.

The Supplier is contractually obligated to proceed thereupon with the removal of the fault warranted-for as stated in the issued warranty.

**Article 3**

The Supplier warrants that the quality of the goods supplied to the Client based on this Contract is in line with the accepted standards of workmanship habitual and ascertainable for the kind, type and class of goods.

The warranty period, during which the Supplier warrants for the quality and working order of the goods, is prescribed by the warranty issued with the goods by the Supplier. During the warranty period prescribed therein, the Supplier is contractually obligated to perform necessary service on the goods and parts included in the Technical Specifications without extra charges, including but not limited to the replacement of parts, transport and shipping of parts, physical and intellectual work by employees or other charges arising from necessary interventions CIF the Client.
Should the period of necessary service of goods last longer than 15 (fifteen) days, the Supplier is contractually obligated to extend the warranty period for the duration of the period of service. Should the period of necessary service of goods last longer than 45 (forty-five) days, the Supplier is contractually obligated to ship and deliver temporary replacement goods of the same functionality.

**Article 4**

The Supplier is contractually obligated to abide by the net total amounts and prices as expressed in the bill of quantities attached to the tender submitted in response to the Open Invitation to Tender.

The prices expressed therein are final, fixed and unchangeable during the period of the legal validity of this Contract.

**Article 5**

The delivery is to be carried out CIF Zagreb. All charges, revenues, taxes, duties, forwarding and shipping costs and debts subsumed by CIF (and excluding any not explicitly subsumed by CIF) the Client’s physical address will be borne exclusively by the Supplier.

Any complaints regarding the quality and quantity of the delivered goods are to be filed by the Client and submitted to the Supplier using a clearly filled out complaint form and featuring the signature of the person that has first become aware of the inconsistent or unsatisfactory quality or quantity, no later than 15 work days (excluding weekends and bank holidays) as of the day of delivery at the Client’s physical address.

The payment of debts of the Client towards the Supplier arising under this Contract is to be effected on the basis of a signed and stamped / sealed invoice testifying to the existence of indebtedness. The payment will be effected to the account of the Supplier, number _________________________________ at the business bank of _________________________________.
The Supplier is obligated to deliver, with the goods, a bill of shipping / transport, the attached technical documentation pertaining to the goods and the signed, stamped and otherwise validated bills of warranty, to the Client’s physical address.

Article 6

In the event of the Supplier’s failure to supply the goods in accordance with the price as stated in the bill of quantities attached to the tender herein, or the failure to supply the goods of the adequate type, specifications, kind, mark, brand, quantity or contents, the Client reserves the right to demand of the Supplier to remove the inadequacies in the supplied goods or supply other, adequate goods instead of the supplied inadequate goods within the shortest possible deadline, not to exceed 15 days.

If the Supplier fails to meet the contractual obligations presented herein observing the contractual deadlines and durations, the Supplier is contractually obligated to pay a contractual penalty of 0.1% (zero point one percent) per working day (excluding weekends and bank holidays) of delay, not to surpass 10% (ten percent) of the net total summary contractual value.

Article 7

The Client can unilaterally sever the Contract in the events of:

- Inexcusable delay in delivery greater than 10 days in excess of the contractual deadline.
- Changes in the stated contractual prices.
- Changes in the quality and quantity of goods in relation to the contractual quality and quantity.

\[22\] Address of the bank branch operating the Tenderer's account.
Article 8

Any suits and actions arising from the failures of parties to abide by this Contract are to be settled primarily through out-of-court settlement. If out-of-court settlement cannot be reached, the case will be heard before the relevant arbitration body of the International Chamber of Commerce in observance of the Incoterms 2011.

The contractual parties agree that all the legal relationships forthcoming from any part of this Contract, and not explicitly defined by it alone will proceed in accordance with the Public Procurement Law of the Republic of Croatia, Contract Law of the Republic of Croatia and other positive legislation of the Republic of Croatia.

Article 9

The provisions of this Contract are a reflection of the rational will of the contractual parties which jointly attest to the fact that they have read and understood its contents in the inseparable and complete whole, that they have no complaints related to the wording and essence of the provisions contained herein and that they accept entirely and completely all the rights and obligations ensuing from it. The attestation is made by the signing of the contract by the explicitly named physical persons with power of attorney as stated in the preamble and the placement of the official stamps or seals of both the Client and the Supplier.

Article 10

The rights and obligations ensuing from this Contract come into force on the day of the signing of the last of the two contractual parties to the Contract.

Article 11

The contractual parties are free to extend, append, change, adapt, adjust and / or limit this Contract in writing, obeying the same form and jurisdiction in which the original Contract is entered into.

Article 12

This Contract is made in four (4) completely identical and legally equivalent copies, three (3) to remain on file of the Client and one (1) to remain on file of the Supplier.
For the Supplier:                      For the Client:

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The Dean Prof. Darko Ujević, PHD

In: _____________________ In Zagreb, Republic of Croatia,

(place and country where signing by Supplier's signatory has)  (taken place)

Classification:

Registry number: