

INVITATION TO TENDER



for the procurement of construction works for the renovation and physical planning of soccer pitches with hybrid grass in Croatia

Project: Renovation of football pitches of HT
Croatian First Football League

PROCUREMENT NUMBER 1542021-1

Contracting Authority: Croatian Football Federation
(CFF)

Date of issue: April 2021

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Dear Sir or Madam,
the Croatian Football Federation is conducting the procedure of selecting the most favorable tender for the reconstruction of football pitches at the following stadiums: FC Hajduk Split - Poljud City Stadium, FC Šibenik - Šubićevac Stadium, FC Velika Gorica - Velika Gorica City Stadium, FC Varaždin - FC Varaždin Stadium, in accordance with the terms of this Invitation to Tender (hereinafter the Invitation) and we invite you to submit your tenders based on the following requirements:

A GENERAL

1. Contracting Authority

Croatian Football Federation
Ulica grada Vukovara 269a
10 000 Zagreb
PIN (OIB): 08516152078,
IBAN: HR2523400091100187844

2. E-mail contact for procurement

E-mail: nabava@hns-cff.hr

3. Procurement number

Procurement number: 1542021-1

4. Clarification of terms

In this Invitation:

- (a) the term “in written form” means that communication takes place in writing (e.g. by post, e-mail, fax, telex), with a receipt notice;
- (b) if the context so requires, 'singular' means 'plural' and vice versa, and
- (c) 'day' means a calendar day.

5. Source of funds

The source of funds for this contract is UEFA - HatTrick V Croatia - the renovation and physical planning of soccer pitches of the Croatian First Football League

6. Estimated value of the procurement

The estimated value of the procurement for all procurement groups amounts to 2,500,000.00 Euro without VAT.

7. Fraud and corruption

The Contracting Authority requires tenderers, suppliers, contractors, and consultants to comply with the highest standards of ethics during the procurement and execution of works under this contract. In terms of the above, the Contracting Authority defines the following conditions, in terms of this provision:

(i) 'corruption' means offering, giving, receiving or soliciting, directly or indirectly, something of value which may affect the performance of a public official in the procurement process or in the performance of a contract;

(ii) 'fraud' means the misrepresentation or omission of facts to affect the procurement process or the performance of a contract;

(iii) 'agreement' means a scheme or agreement between two or more Tenderers, with or without the knowledge of the beneficiary, for the purpose of fixing a tender price at a fictitious, non-competitive level; and

(iv) 'coercion' means harming or threatening to harm, directly or indirectly, persons personally or their property in order to influence their participation in the procurement process or the performance of the contract;

A proposal for the award of works will be rejected if it is established that the Tenderer recommended for the award of works, directly or through an intermediary, has participated in corruption, fraud, collusion or coercion in the competition for the award of the subject matter contract;

8. Description of the subject of procurement

This procurement procedure is not carried out based on the Public Procurement Act.

The procurement procedure is carried out in order to procure works on the reconstruction of four football pitches, the renovation / physical planning of four high-quality football pitches with a hybrid grass system in Croatia, more precisely at the following stadiums: FC Hajduk Split - Poljud City Stadium, FC Šibenik - Šubićevac Stadium, FC Velika Gorica - Velika Gorica City Stadium, FC Varaždin - FC Varaždin Stadium in accordance with the technical documentation attached hereto, which forms an integral part of this Invitation.

9. Description and denomination of the groups of subjects of procurement

The subject of procurement is divided into 4 groups, and the Tenderer has to offer all 4 groups.

The tender price must be visible for each group separately.

Group A) Renovation and installation of a hybrid grass pitch in Split, Poljud City Stadium

Group B) Renovation and installation of a hybrid pitch in Šibenik, Šubićevac Stadium

Group C) Renovation and installation of a hybrid pitch in Velika Gorica, Velika Gorica City Stadium

Group D) Renovation and installation of a hybrid pitch in Varaždin, FC Varaždin Stadium

10. Communication with Tenderers

All potential Tenderers are expected to carefully study all components (content) of this Invitation, including technical/project documentation and specification of works/cost of works, the Contracting Authority will take into consideration only those inquiries on ambiguities or contradictions which may appear if made in writing and sent by email.

Questions related to this procedure of selecting the most favorable tender are also to be asked in writing, and forwarded to the e-mail registered for the receipt of all queries by general public:

nabava@hns-cff.hr

The answers to the questions forwarded by any of the Tenderers will be forwarded to all other Tenderers.

In the event of the Contracting Authority's assessment of the need to change the conditions from this Invitation, the Contracting Authority reserves the right to change any condition of this Invitation, including the deadline for the submission of tenders.

No later than 4 (four) days before the deadline for submission of tenders, the Contracting Authority may amend, correct, or supplement this Invitation.

In order for all interested economic operators to have sufficient time to take into account possible changes, corrections or additions to the documentation when preparing tenders, the Contracting Authority may extend the deadline for the submission of tenders.

If necessary, economic operators may, no later than 4 (four) days before the deadline for submission of tenders, request explanations and changes, such requests should bear the mark "Explanation of the invitation to tender - *PROCUREMENT NUMBER: 1542021-I*".

11. Quantity of the subject matter of the procurement

The type and quantity of the subject matter of procurement is stated in the TENDER BILL OF QUANTITIES AND IN THE PROJECT DOCUMENTATION.

The Contracting Authority does not undertake that the stated quantities will be fully realized. The actual quantity of individual items procured may be greater or less than the estimated quantity.

Tenderers are obliged to submit the electronic version (excel table) of the tender's bill of quantities together with the tender in paper form and in electronic form on CD or DVD media or USB stick.

The Tenderer undertakes to also perform all subsequent works, upon receiving the written consent of the Contracting Authority, however such works will be governed by an addendum to the contract which will be subsequently drawn up.

12. Location of performance of works

Renovation of football pitches will be performed in Split, Šibenik, Velika Gorica and Varaždin, according to the groups and subgroups of the subject matter procurement:

Group A) Renovation and installation of a hybrid pitch in Split, Poljud City Stadium

Group B) Renovation and installation of a hybrid pitch in Šibenik, Šubićevac Stadium

Group C) Renovation and installation of a hybrid pitch in Velika Gorica, Velika Gorica City Stadium

Group D) Renovation and installation of a hybrid pitch in Varaždin, FC Varaždin Stadium

13. Technical specification of the subject matter of procurement

Detailed explanation and technical specifications of the subject of procurement are described within the integral parts of this Invitation (projects) - Annex VII hereto, more precisely:

Map 1 - Renovation and installation of a hybrid pitch in Split, Poljud City Stadium

Map 2 - Renovation and installation of a hybrid pitch in Šibenik, Šubićevac Stadium

Map 3 - Renovation and installation of a hybrid pitch in Velika Gorica, Velika Gorica City Stadium

Map 4 - Renovation and installation of a hybrid pitch in Varaždin, FC Varaždin Stadium

As part of the tender, the Tenderers undertake to submit detailed technical specifications, which must contain:

- Evidence of hybrid pitch material quality
- Evidence of the quality of all materials that the Tenderer intends to install according to the bill of quantities
- Detailed instructions on maintenance and use of the hybrid pitch (number of hours of use of the hybrid pitch on a weekly, monthly, annual basis)
- Technical specifications of pitch maintenance machines and prices of machines that the user must have available for pitch maintenance
- The highest possible number of weekly hours of pitch use, provided that the pitch is in top quality which will be scored in accordance with criterion 2 for the selection of the most economically advantageous tender
- The highest possible number of weekly hours of pitch use

The Tenderer also undertakes to submit all guarantee sheets for all materials offered in the submitted tender.

As part of the Tender, the Tenderer undertakes to submit samples of the artificial part of the hybrid pitch and samples of the artificial pitch with the associated components.

The characteristics of the offered artificial grass system should meet all the requirements of the project documentation, applicable norms, propositions and guidelines governing the field of artificial grass for football pitches according to UEFA and FIFA standards - *UEFA and FIFA HIGHEST STANDARDS FOR PROFESSIONAL FOOTBALL*.

Confirm the design solution or submit the solution at the level of the main design /design solution if they consider that the design solution from this tender needs to be adjusted to the system of the Tenderer's hybrid pitch, according to the following aspects:

- Drainage system and all designed layers of the football field taking into account the microclimate conditions and the geographical position of each individual football pitch
- Plan of the football field with marked slopes and two profiles/sections (longitudinal and cross section of the football pitch with all of its associated layers), and the arrangement of drainage pipes with a section through the drainage ditch
- In the cross section it is necessary to consider the design solution of the installation position (irrigation system and terrain heating system), including the position of the drainage system, as well as to show the installation systems through the solution if the position of installation systems according to the design solution is not accepted.
- Composition, requirements/recommendations for crushed stone material that is, for all layers above the drainage pipes up to the installation level of the hybrid pitch made of crushed stone material

The scope of the main design of the Tenderer is shown in the sketches in the map - The scope of the main design.

When designing the installation part of the main design, it is necessary to perform calculations and draw connection/main lines (drainage line, water connection pipe, connection pipe for underfloor heating), all according to the sketches in the map - Zone of the main design and up to the zone of the main design (in sketches the zone is marked in red).

14. Hybrid pitch system and substitute items of the bill of quantities

Tenderers undertake to offer only a system of hybrid pitch according to "Hybrid grass technology", a hybrid pitch in wide rolls - composed of artificial and natural grass. Hybrid pitch as a system should be pre-grown, before cutting and delivery to the place of installation or assembly. The hybrid pitch is cut from cultivation into rolls and delivered in refrigerated trucks to the construction site, the football pitch where the installation and assembly of the hybrid grass is to be performed.

It is not allowed to offer a hybrid pitch system by sowing grass "in situ" on the football field, nor to offer a hybrid pitch system with machine stabbing of artificial threads of pitch "in situ" in the previously sown football pitch on the football field.

The characteristics of the offered hybrid grass system should meet all of the requirements of the project documentation, applicable norms, propositions and guidelines governing the topic of hybrid grass for football pitches according to UEFA and FIFA standards - *UEFA and FIFA HIGHEST STANDARDS FOR PROFESSIONAL FOOTBALL*.

The pitch irrigation system cannot be offered as an alternative, it is necessary to offer the **Rain Bird system for football pitches:**

- Šubićevac Stadium Šibenik
- City Stadium Velika Gorica, Velika Gorica
- FC Varaždin Stadium, Varaždin

For other items of BoQ, Tenderers can offer replacements of the items from the bill of quantities. In case of offering replacement items, the Tenderer is obliged to prove the equivalence of the offered items in relation to the requested one. The Contracting Authority, authorized representatives of CFF, designers and experts authorized by the Contracting Authority, upon conduction an analysis of the received tenders, will decide on the acceptance of the offered replacement cost items. In case of insufficient proof of equivalence, the Contracting Authority may reject such a tender.

The burden of proving the equivalence of the offered replacement/alternative items is borne by the Tenderer.

The drawings submitted in the tender are valid in PDF format.

15. Deadline for the start and completion of the works

A works contract will be concluded with the selected Tenderer whose tender is valid and selected no later than 24 May 2021. The introduction of the contractor to the works will be immediately upon signing the contract. The Tenderer undertakes to participate in the review of the performance of the works of the Users. The selected Tenderer is obliged to attend the handover, that is the takeover of the pitch by the User. The selected Tenderer will be notified in writing of the date of handover of each pitch and the takeover of it by the User.

The works will be performed in accordance with the harmonized time schedule of works to be agreed with the Contracting Authority and the Users of football pitches within 4 days from the signing of the contract to harmonize the works required to be performed by the User of the football pitch and the works to be performed by the CFF for the completion of all the works related to the installation of a hybrid pitch. The selected Tenderer undertakes to submit a time schedule which shall become an integral part of the tender, respecting the date of work introduction, the date of commencement of works on the football pitch and the date when the pitch must be ready for use either for playing or for hosting a football match.

The Tenderer undertakes to start work on the football field, according to the following schedule:

- City Stadium Poljud, Split no later than 5 June 2021 or earlier
- Šubićevac Stadium, Šibenik no later than 31 May 2021 or earlier
- City Stadium Velika Gorica, Velika Gorica no later than 31 May 2021 or earlier
- FC Varaždin Stadium, Varaždin no later than 31 May 2021 or earlier

The Tenderer hereby confirms that the football pitches will be completed and functionally ready for use to host football matches, according to the following schedule:

- Poljud City Stadium, Split 7 September 2021
- Šubićevac Stadium, Šibenik 22 July 2021
- City Stadium Velika Gorica, Velika Gorica 22 July 2021
- FC Varaždin Stadium, Varaždin 22 July 2021

It is considered that the football field is completed when it is functionally completely ready to host football matches, that is when any and all works have been completed in accordance with the Contract, deficiencies in works have been eliminated and the handover of works and user training for pitch maintenance finished, for these purposes Minutes on the handover of works and the Minutes on the training of users for pitch maintenance are to be compiled and signed.

The Tenderer will perform the subject matter works of this Contract in parallel with the works of the local utility company, works which fall under the obligation of the User, based and evident from the bill of quantities of the works and other project documentation. Works in the domain of the utility company are as follows:

- Drainage system
- Burying the drainage with drainage stone material
- Piping connecting the heating station to the public connection for the requirements of the pitch heating system
- Works on the plumbing installations from the connecting water shaft along the pitch up to the connection to the public water supply network
- Dismantling works of the existing pitch and of all its layers up to the height of the base
- Production of a bearing layer from stone material up to the level of quartz sand

If the selected Tenderer fails to complete the works within the contracted period, it is obliged to pay the Contracting Authority, at his request, penalties in the amount of 2 ‰ (two per mille) per day of the total value of contracted works for each day of delay, up to maximum 10% (ten percent) of the total value of work performed. The agreed deadline for the completion of works is considered to be the date when the football pitch should be ready to host a football match.

Normal weather and climatic conditions, for a particular geographical area at the location of the pitch, as well as normal wind and air temperature and precipitation during the performance of works for a particular pitch will not be considered a justifiable reason to extend the deadline for the contracted works.

B CRITERIA FOR THE SELECTION OF THE ECONOMIC OPERATOR - (ABILITY REQUIREMENTS)

16. Clean Criminal Record Certificate

In its tender, the Tenderer is obliged to submit proof that neither the economic entity nor the person authorized to represent the economic entity has been convicted of one or more of the following criminal offenses: association for committing criminal offenses, receiving bribery in business transactions, giving bribery in business transactions, abuse of position and power, abuse of public office, unlawful mediation, receiving bribery, giving bribery, fraud, computer fraud, fraud in business transactions or concealment of illegally obtained money, or for other criminal offenses as specified under the regulations of the country of residence.

- As a part of its tender, the Tenderer has to submit a Clean Criminal Record Statement (Annex II - Invitation to Tender), which may not be older than 30 days from the date of opening of tenders. The Statement is to be signed by the person authorized to represent the Tenderer.

17. Legal and business capacity of the Tenderer

Each competitor or Tenderer in the tendering procedure has to prove its registration within a court registry of companies or another state institution registering businesses or enterprises within its state of residence.

The entry in the register shall be proved by an appropriate extract, and in case such certificates are not being issued in the country of the economic operator's registered office, the economic operator may submit a statement certified by the competent authority.

The excerpt or statement must not be older than 6 (six) months from the day of the day designated for the opening of the tenders.

18. Financial ability

18.1. Payment of tax liabilities

The Contracting Authority will exclude the Tenderer in case it failed to fulfill its obligation to pay due tax liabilities and obligations for pension and health insurance. For the purposes of determining the circumstances referred to in paragraph 1 of this item of the Invitation to Tender, the Tenderer shall submit the following:

1. Certificate from the tax administration on the state of the debt, which must not be older than 30 days from the day of opening of the tenders.
2. a valid equivalent document issued by a competent authority in the state of registered seat of the Tenderer, if the certificate referred to in item 1 of this paragraph cannot be issued, or
3. A Statement under oath or a corresponding statement by a person authorized by law to represent the economic operator (company) before a competent judicial or administrative authority or certified by notary or a competent professional or trade body in the economic operator's country of residence or a certified statement by a notary, which may not be older of 30 days from the date of commencement of the procurement procedure, if the certificate referred to under point 1 or an equivalent document referred to in point 2 is not issued in the country of the economic operator's registered office.

18.2. Proof of financial capacity

Financial capacity is proved by a document issued by a bank or by another financial institution proving the solvency of the economic entity.

- The minimum requirement is that in the last 360 days, counting from the day of the opening of the tenders, the bank account of the Tenderer has never been blocked, not even for a single day.

19. Technical capacity of the Tenderer

19.1. List of contracts

List of contracts for the same or similar works performed in the last five (5) years, counting from the day of the opening of the tenders.

The same or similar works are considered to be works on the performance of a hybrid pitch on a professional football field with the characteristics of a hybrid loan pursuant to the requirements set forth within the Invitation to Tender.

The list of contracts contains the amount, date of commencement and completion of works, place of execution of works, name of the other contracting party and contact for data verification, deadline in which these works were performed, brief description of performed works (briefly describe the performed works and provide concise but specific information on the objectives and overall results of the works that were performed. Formulate a response in a way that will enable the Contracting Authority to objectively and unambiguously confirm the relevance of the work performed. Do not enter general or irrelevant information. Use full sentences, do not just use lists or enumerations. Your

answer should not be longer than 200 words. If necessary, the Contracting Authority may directly request the other party to verify the authenticity of the reference.

- The minimum condition is the construction of at least 4 (four) football pitches in the offered system of hybrid turf of the first rank of the league of EU member states in the past 3 (three) years as well as confirmation from the Contracting Authority that the works were performed well and within the agreed deadlines.

19.2. Professional staff

The Tenderer is obliged to provide professional staff in accordance with the conditions of the project and all positive legal regulations of the Republic of Croatia.

The Tenderer undertakes to provide the Project Manager for communication with all the participants in the project (CFF, the club, the pitch user, the supervising engineer).

19.3. A list of construction machinery and equipment that will be engaged in the execution of the contracted works

It is necessary to provide a complete list of construction machinery and equipment that are planned to be engaged for the realization of the contracted procurement.

The list of construction machinery and equipment must contain the exact factory name with key technical specifications of the construction machinery.

19.4. Statement of acceptance of all conditions of the Invitation to Tender

The Tenderer must submit a certified **Statement of acceptance of the conditions in the original** in their tender, signed and certified by the person authorized to represent the economic entity.

By the means of the statement, the tenderers confirm that they have read and studied all the provisions of this Invitation with all included attachments and that they are familiar with them and that they fully understand and fully accept them.

All documents required by the Contracting Authority in accordance with part of this Invitation marked as CRITERIA FOR SELECTION OF AN ECONOMIC ENTITY (TERMS OF CAPABILITY), tenderers may submit in an uncertified copy. An uncertified print of an electronic document is also considered an uncertified copy.

After ranking tenders according to the tender selection criteria and prior to making a decision about the selection, the Contracting Authority may request from the most favorable tenderer, with whom they intend to conclude a works contract, the submission of the original documents or certified copies of all the documents (certificates, documents, statements, authorizations, etc.) which have been requested, and which are issued by the competent authorities. If the tenderer has already submitted original or certified copies of certain documents in the tender, they are not obliged to resubmit them.

Originals or certified copies of documents do not have to correspond to previously submitted uncertified copies of documents, for example in terms of date of issue or age, but they must prove that the economic entity still meets the conditions set by the Contracting Authority in this Invitation.

If the most favorable tenderer does not submit all required originals or certified copies of documents within the prescribed period and/or does not prove that they still meet the conditions specified by the Contracting Authority, the Contracting Authority shall exclude such a tenderer, i.e., reject his tender. Should this occur, the Contracting Authority must repeat the ranking of tenders according to the

selection criteria without considering the tender of the tenderer they excluded, i.e., the tenderer whose tender was rejected, and invite the new most favorable tenderer to submit the requested.

20. Group of tenderers

Tenderers are allowed to submit tenders in the group of tenderers. The tender of the group of tenderers must also contain a letter of intent, i.e., a joint venture contract in the case of selection of a tender that must be signed by all the members of the group of tenderers. The tender must be binding on all members of the group of tenderers, and it must be clearly and unequivocally stated that all members of the group of tenderers are jointly and separately responsible for the execution of works under the conditions of this Invitation. It must be clear from the contract between all members of the tenderer group which of the members of the tenderer group is the lead partner. In case of selection of the tender from the group of tenderers, the mutual agreement between all the members of the group will be an integral part of the works contract.

The Lead Partner must have the approval of the other members of the group of tenderers to have the authority to settle the obligations on their behalf and to receive instructions on behalf and for the account of any partner in the joint venture. The execution of the entire contract, communication, payment, etc., is done exclusively with the appointed lead partner.

A Tenderer who has submitted a tender independently may not participate in the tender of the group of Tenderers at the same time, i.e., one Tenderer may participate in only one group of Tenderers.

If the tender is submitted by a group of Tenderers, each member of the group of Tenderers must meet the conditions, criteria set out in this Invitation, under point B criteria for the selection of an economic operator (requirements for the Tenderer's ability), sub-items: proof of impunity, legal and business capacity of the Tenderer, financial capacity.

For the technical capacity of the Tenderer, the group of Tenderers may rely on the total joint capacity of all members of the group of Tenderers.

One of the members of the group of Tenderers may not be a member of the group of another Tenderer without the written consent of the Contracting Authority. The group of Tenderers undertakes to submit a statement that the members of the group of Tenderers are exclusively members of that group of Tenderers.

21. Subcontractors

If the Tenderer intends to subcontract part of the procurement contract to one or more subcontractors, they are obliged to state in their tender the subject or quantity, value of the subcontract or a percentage of the works contract to be subcontracted

The participation of subcontractors does not affect the responsibility of the Contracting Authority for the execution of the works contract.

C INFORMATION ON THE TENDER

22. Method of delivery of documents that are common to several groups of procurement items

The Tenderer **must** submit a tender for **ALL** groups of procurement items, in accordance with this Invitation.

The Tenderer shall submit a tender for each group separately, provided that they may submit evidence of the Tenderer's ability and the other evidence required in the tender documents in each tender for the group or in one of the tenders, and in others submit a statement stating which tender contains the evidence of ability.

23. Withdrawal, replacement and modification of tenders

Tenderers may withdraw, replace or amend their tenders by giving written notice before the deadline for submission of tenders.

Any notice of withdrawal, replacement or amendment shall be prepared, sealed, marked and delivered in accordance with the terms of this Invitation, in an envelope additionally and appropriately marked 'WITHDRAWAL', 'REPLACEMENT', or 'AMENDMENT'.

Tenders cannot be modified or withdrawn after the deadline for the submission of tenders.

Tenderers may offer discounts or otherwise change prices in their tenders by the means of submitting changes to the tender in accordance with this provision or included in the initial tender.

24. Content of tender and method of tender preparation

The Tenderer must prepare an original of the documentation that makes up the tender.

The tender original must be typed or written in indelible ink and signed by the person or persons authorized to sign on behalf of the Tenderer. All pages of the tender on which additions or changes have been made must be signed by the person or persons signing the tender.

The tender may not contain amendments or additions, except those that are in accordance with the instructions of the Contracting Authority, or which were necessary to correct errors made by the Tenderer, in which case such corrections are signed by the person or persons signing the tender.

Content of tender and method of tender preparation

- a) the tender must be made in the form specified in this Invitation,
- b) the tender must be made in paper form, printed or written in indelible ink,
- c) tender pages are marked with the ordinal number of the page throughout the total number of tender pages,
- d) the tender must be bound in its entirety by the security cord, with a stamp on the back,
- e) corrections in the tender must be made in such a way that they are visible or provable,
- f) corrections must be certified by a valid signature and stamp of the authorized person of the economic operator, stating the date,

- g) the Tenderer is obliged to mark the parts of the tender that he considers secret, it cannot be considered that the secret parts of the tender are data on unit prices, individual item amounts, price of the tender and data from the tender regarding the criteria for selecting the most economically advantageous tender
- h) the tender guarantee - bank guarantee (it is wrapped in a transparent plastic foil, by the means of which it is bound with other documentation as a whole),
- i) a list and certificate of duly fulfilled contracts,
- j) detailed technical specifications of all materials that the Tenderer intends to install,
- k) detailed Instructions on the use and maintenance of the offered hybrid pitch system for each individual pitch, for a minimum period of one year from the moment of handing over the pitch

Content and order of binding the tender:

1. Tender form - filled in and signed by the authorized person appointed by the Tenderer, and stamped (Annex I),
2. Declaration of impunity (Annex II)
3. Declaration of acceptance of all conditions (Annex III)
5. Bill of quantities (Annex IV),
6. Document on entry in the business, court (commercial), professional, trade or other appropriate register,
7. Certificate of the tax administration on the state of debt - proof of proper fulfillment of obligations to pay due tax obligations and obligations for pension and health insurance,
8. Tender guarantee - bank guarantee,
9. A list and certificate of duly fulfilled contracts
10. CD or DVD media with a completed bill of quantities in a spreadsheet display (excel).
11. Filled bill of quantities in a spreadsheet display
12. All other conditions required by the documentation.

25. Tender price

The Tenderer submits one tender with the price expressed in euro for the execution of works and the price for the purchase of machines for daily maintenance of pitches for each individual group of procurement items. In addition to submitting the list of hybrid pitch maintenance machines, the Tenderer undertakes to submit complete technical characteristics and specifications of maintenance machines.

Unit prices include all labor costs (including possible night work or overtime, holidays and/or weekends), materials, machinery, transport, increased road overcrowding costs, fees, taxes, salaries, profits, utility costs, insurance, testing and proving the quality, preparatory works, use of land for the organization of the construction site, and all the other expenses of the contractor for the completion of works to the full functionality of all performed works.

The tender price for each group of procurement items is the tender price with value added tax and is reflected in the tender list.

Unit prices are **fixed and unchanged** throughout the term of the contract.

The Tenderer must state unit prices for all items of works described in the bill of quantities. Items for which the Tenderer does not enter the price, the Contracting Authority will not pay after the execution of works, and it will be considered that these items are covered by other prices in the bill of quantities.

Unit prices in the tender should be expressed with two decimal places.

The Contracting Authority does not undertake to procure pitch maintenance machines from the selected Tenderer for hybrid pitch performance.

26. Currency of the tender

The Tenderer must state unit prices and total prices in euro (EUR).

27. Tender validity period

The submitted tender obliges the Tenderer towards the Contracting Authority for 60 days counting from the day of tender submission, i.e. until the expiration of any subsequently extended deadline confirmed by a written response.

The tender validity period cannot be shorter than 60 days from the day of tender submission.

28. Tender costs

The Tenderer shall bear all costs related to the preparation and submission of the offer, and the Contracting Authority is in no case liable nor can they be sued for these costs.

29. Language in which the tender is submitted

The tender is made in the Croatian and/or English language and in the Latin script. All other documentation accompanying the tender must be in the Croatian and/or the English language.

Exceptionally, part of the accompanying documentation may be in another language, but in that case a translation by a certified court interpreter for the language from which the translation was made must be attached.

30. Tender delivery method

The Tenderer submits a tender for all groups of procurement items, in accordance with this Invitation. On the sealed envelope, the Tenderers must enter the procurement number of the invitation to tender 1542021-1.

The Tenderer competes simultaneously for all groups of procurement items. Tender forms (Annex I) and bill of quantities (Annex VI) as well as all other documentation shall be submitted in one sealed envelope.

The envelope must state the name and address of the Tenderer so that the tender can be sent unopened back to the Tenderer in case it is received after the deadline for the tender submission. If the envelope is not sealed and marked as above, the Contracting Authority does not take responsibility for the wrong postponement of the tender or its premature opening.

31. Criteria for the tender selection

The Contracting Authority points out here that they may withdraw their request for tender submission at any time, that they have no obligation to select any of the tenders received and that, until concluding a contract with the selected Tenderer, they may withdraw from this Invitation at any time, with no obligations to compensate the Tenderers' costs.

The Contracting Authority shall notify the Tenderers of their decision. Regardless of the above, and in the case of a selection decision - the criterion for tender selection is to select the most economically advantageous tender.

After the selection decision has been made, the selected Tenderer is obliged to conclude and sign a procurement contract with the Contracting Authority.

One acceptable tender for each group of procurement items is sufficient for the selection.

In order to select an acceptable tender, each group that is the subject of this procurement will be observed and evaluated separately, according to the following criteria:

No	Criterion	Mark	Maximum relative importance	Highest point number
1)	Tender price	P	90%	90
2)	The weekly number of hours of pitch use	U	10%	10
			TOTAL	100

The procedure for calculating the most economically advantageous tender on the basis of which the Tenderers' tenders will be ranked is as follows:

$$\mathbf{EAT = P + U,}$$

the meaning of which is the following,

EAT = economically most advantageous tender,

P = number of points for the price criterion,

U = number of points for the possible monthly number of hours of pitch use.

31.1. The tender price

The number of points that the tender will receive for criterion 1. TENDER PRICE, equals a maximum of 90 points, where the criterion is the amount of the total tender value. The tender, which offers the lowest total price compared to the other tenders, gets the most points.

The Contracting Authority will score the tenders according to the criterion of the tender price, up to 90 points, so that the tender with the lowest price will receive the highest number of points, and each subsequent in relation to the previous relatively smaller number of points, according to the equation:

$$P = LPO / TP \times 90,$$

the meaning of which is the following,

P – the number of points for the price criterion,

LPO = the lowest price offered,

TP = the considered tender price.

31.2. Weekly number of hours of pitch use

The number of points that the tender will receive for criterion 2. WEEKLY NUMBER OF HOURS OF PITCH USE, which will be used for matches and practice of the senior team equals a maximum of 10 points. As a criterion, the highest possible weekly number of hours of use of the senior team's pitch is used, whereby the pitch should be in top condition, provided that the pitch is maintained according to the Tenderer's instructions. The Tenderer guarantees that the pitch will be in top condition with the offered number of hours of weekly use of the pitch.

The Contracting Authority will score tenders according to the criterion of the Weekly number of hours of pitch use up to 10 points, according to the table below:

Weekly number of hours of pitch use	Number of points that will be awarded to the tender for criterion 2)
More than 10 hours of weekly use	10 points
From 8 to 9.99 hours of weekly use	6 points
From 6.01 to 7.99 hours of weekly use	3 points
6	0

Tenderers are required to offer a hybrid pitch system with the option of using a senior team pitch in top condition with a minimum of 6 hours per week.

31.3. General conditions following the tender

Tenderers are required to submit detailed Instructions on how to use and maintain the offered hybrid pitch system, which must describe in detail:

- technical specification and type of machines required for regular daily pitch maintenance,
- a list of production materials with annual quantities for pitch maintenance.

The Tenderer undertakes to prepare a daily, weekly, monthly and annual pitch maintenance plan, i.e. a maintenance plan for the entire warranty period, taking into account the geographical position of the football field, microclimatic conditions, weather conditions, number of times and method of pitch use, type of pitch irrigation system, type of pitch heating used, number of matches played, hours of pitch use on a weekly, monthly and annual basis. The maintenance plan must include the use of liquid and mineral fertilizers, instructions for the use of fungicides and everything else necessary to maintain the top quality of the pitch. In the maintenance program, the responsible person appointed by the Tenderer must specify the manner and frequency of maintenance of the top layer.

The warranty period of the offered hybrid pitch system cannot be shorter than 10 years from the day of the user's takeover of the pitch. When handing over the pitch to the user, the selected Tenderer is obliged to submit a warranty card.

The Tenderer will appoint a technical support expert during the warranty period for the maintenance of the hybrid pitch. Within the warranty period, the technical expert appointed by the Tenderer is expected to be available, i.e., to give an answer / answers, solutions within 24 hours to the questions asked, i.e., the problems encountered on the pitch.

If the problem on the pitch is more complex, and the solution cannot be given without an on-site inspection, the Tenderer is required to undertake an urgent pitch visit. An urgent pitch visit is considered to be a risk assessment that needs to be considered after the inquiry, the problems presented by the user and it is the responsibility of the Tenderer. The costs of going out to the pitch, the investigation, will be borne by the party responsible for the anomaly, the resulting defect.

By the conditions of the pitch maintenance, the Tenderer undertakes to make a minimum of 4 visits to the location of the hybrid pitch within the first 12 months of the pitch use from the moment of the pitch handover at equal time intervals (every 3 months), to inspect the pitch and its maintenance and to carry out all the necessary actions for pitch maintenance for the following period of pitch use prior to the next visit.

The description of the work to be performed during the maintenance of the pitch within the warranty period should provide concise, but specific information on the exact types of work/goods/services by the means of the results that will be a direct result of the work of the maintenance members within the warranty period.

D CONTRACT MODEL, CALCULATION OF WORKS AND METHOD OF PAYMENT

32. Contract model

The total offered price, i.e., the future contracted price from the submitted tender, is fixed and unchanging, and includes the value of all unforeseen works and surplus works ("turnkey" system).

The Contractor waives the right to request a price increase for any reason, including a change in the prices of materials, equipment, services and the like. The offered price includes all labor costs (including possible night work or overtime work, work on holidays and/or weekends), costs of materials, labor, transport, operation of machines, costs of using roads as well as costs for excessive use of roads, taxes, occupation of public areas, taxes, salaries, utilities, insurance, testing and proving the quality of materials and work performed, all transfers within the construction site and the construction, scaffolding, use of land for the organization of the construction site, cleaning during

and after the work, as well as all other Contractor's costs for the execution of contracted works until securing that all the executed works are fully functional.

The agreed price also includes all preparatory works, the arrangement of the construction site, the formation of an office on the construction site (for the management of the construction site), all materials, receipt and storage of materials and equipment on the construction site.

33. Calculation of works and method of payment

A control measurement book will be kept on the construction site for the control of monthly quantities performed, which will be certified by the representative for the works execution and the Supervising Engineer. It will be the basis for the calculation of performed works and the issuance of payment certificates, with the contracting parties explicitly stipulating that the total price stated in the tender is fixed, unchanging on a "turnkey" basis until full functionality is secured, which means that it includes the value of all unforeseen works, and surplus works and excludes the impact and/or the possibility of shortages of works on the agreed price. The "turnkey" provision means that no deviation is allowed in the final value (price) of the works from the offered/agreed price of the works.

At the request of the supervising engineer, the Contractor undertakes to supplement the accounting documentation, i.e., the control measurement book.

An integral part of the control measurement book, accounting documentation for the individual elements, parts of the construction and the individual elements of the equipment that are not visible or accessible in terms of measurement and control due to the performance of works which follow in the technological sequence of works

The contractor undertakes to photo-document, prepare photo documentation, and submit it as part of the control measurement book on the basis of issuing temporary and completed situations. Photo documentation that is an integral part of the control calculation of works is made in paper form and in the form of a CD/DVD.

The Contractor undertakes to perform, along with the contracted ones, the additional works at the invitation of the Contracting Authority, which are not covered by the Contract Bill of quantities and/or project.

The contracting parties undertake to determine the written prices of works and deadlines prior to the execution of additional works. The Contractor undertakes to perform all additional works that are not included in the contract bill of quantities or project documentation within the deadline set for the completion of total works.

For any additional works that are not foreseen and included in the Tender/Contract and/or the project documentation, the price will be determined according to the appropriate unit prices from the bill of quantities, and for works for which no unit price is specified in the bill of quantities, the Contractor undertakes to present the analyses of prices that will be made on the basis of the unit prices from the bill of quantities cost estimate which is an integral part of the Contract, the average standards in construction and the market prices of materials freely delivered to the construction site.

33.1. Additional works (subsequent works):

Additional works are works that are not provided for in the bill of quantities and are not necessary to be performed for the functioning of the construction. The Contractor is obliged to perform all additional works with the prior written consent of the Contracting Authority.

The Contractor should record the works performed in this way in the construction log.

If the works are performed without the prior consent of the Contracting Authority, they shall be borne by the Contractor.

33.2. Interim Certificates:

The interim certificate is submitted for payment after the execution of works in the previous month and is submitted to the Contracting Authority by the 5th (fifth) day of the month for works performed in the previous month, in 4 (four) copies.

The expert supervision is obliged to inspect and certify the Interim Situation within 10 (ten) days from the day of receipt of the Interim Situation and to present and deliver the undisputed amount under the Interim Situation to the Contracting Authority who is obliged to certify and pay the undisputed part to the Contractor within 15 (fifteen) days from the day of receiving the Interim Certificate by the expert supervision.

Each interim certificate is invoiced and charged in 100% amount up to a maximum of 90% fulfillment of the contract value.

33.3. The final payment certificate:

The final completed calculation of performed works will be undertaken after the successful handover of works, based on the certified Record on the handover of works between the authorized representatives of the Contracting Authority, the users of the pitch and the Contractor, on the basis of the record on the completed calculation, which is a prerequisite for the issuance of the final payment certificate.

The prerequisite for the successful handover of works is having the pitch fully functional for a football match, the elimination of all visible shortcomings by the contractor, the submission of complete technical attest documentation, including the Contractor's Statement on the performed works and the construction maintenance conditions, completed education of the Users/Contracting Authority for the pitch maintenance.

The Contractor is obliged to compile the Final Payment Certificate and submit it to the Contracting Authority no later than 7 (seven) days from the final calculation.

The expert supervision is obliged to inspect and certify the Final Payment Certificate within 7 (seven) days from the day of receipt of the Final Payment Certificate and to present and deliver the undisputed amount to the Contracting Authority who is obliged to certify and pay the undisputed part to the Contractor within 15 (fifteen) days from the day of receipt of the Final Payment Certificate from the expert supervisors, provided that the amount to be paid for all certificates, including the final, must not exceed the total offered/contracted amount, except when concerning the possible subsequent (additional) works requested by the Contracting Authority.

E GUARANTEES

34. The Tender Guarantee

The Tenderer is obliged to submit one tender guarantee in the form of a bank guarantee payable on first call from a first-class bank which equals 5% including VAT of the total tender amount valid until the expiration of the tender. The tender guarantee must be on "first demand" and "unconditional".

The Contracting Authority shall charge the tender guarantee in case the Tenderer withdraws their tender within its validity period, submits false information, fails to submit originals or certified copies in accordance with this Invitation, refuses to sign the works contract or fails to deliver a guarantee for the fulfillment of the contract.

The tender guarantee is submitted in its original form.

The original is delivered in a sealed plastic foil and is an integral part of the tender bound as a whole.

The guarantee must not be damaged in any way (by drilling, stapling, etc.). The plastic foil must be marked on the outside with the ordinal number of the page in the same way as all pages of the tender.

To the Tenderers with whom the Contracting Authority will not conclude the Contract, the tender guarantee will be returned immediately after the completion of the procurement procedure.

To the Tenderer with whom the Contracting Authority will conclude the Contract, the tender guarantee will be returned after the delivery of performance guarantee and the elimination of defects within the guarantee period.

35. Performance guarantee

A performance guarantee of the procurement of works contract in the form of a bank guarantee, equaling 15% of the total value of the contract is submitted only by the selected Tenderer for the selected group of procurement items (or one guarantee for all groups of procurement items).

The performance guarantee of the works contract shall be submitted within 7 (seven) days from the day of signing the contract, with a validity period of at least one month from the day of expiration of the works contract. The performance guarantee of the works contract will be charged on the "first demand" and "unconditional" in case of non-performance of one or more provisions of the work contract, as well as non-performance of obligations under the Physical Planning Act (OG 98/19, 39/19, 114/18, 65/17, OG 153/13), the Construction Act (OG 125/19, 39/19, 20/17 and 153/13), the Civil Obligations Act (OG 29/18, 78/15, 125/11, 41/08 and 35/05) and all other accompanying applicable laws and regulations.

If the Contractor does not provide the Contracting Authority with the specified security, the Contracting Authority may, in its sole discretion, retain a cash deposit of 15% of the gross amount due from each Interim Certificate, as a performance guarantee, until the acceptance of works and the verification of the completed situation.

The Contracting Authority has the right to use the stated performance guarantee for the purpose of collecting any receivables that it may have under this Contract against the Contractor, including receivables based on damages.

36. Guarantee for warranty period

The guarantee for the warranty period within the warranty period of 12 months from the successful handover of works to the User, in the form of a bank guarantee, equaling 15% of the total value of the contract is handed over to the Contracting Authority after the successful handover of works to the User and prior to the payment of the Final Payment Certificate.

The guarantee for the warranty period will be charged on "first demand" and "unconditionally" in case of serious defects during the Warranty Period, without being eliminated by the Contractor, and if the pitch does not meet the agreed conditions in terms of pitch quality a Contract for the execution of works has been concluded.

If the Contractor does not provide the Contracting Authority with the specified security, the Contracting Authority may, at their discretion, withhold a cash deposit of 15% of the gross amount due from the Final Payment Certificate, as a guarantee for the warranty period and the elimination of shortcomings.

The Contracting Authority has the right to use the stated guarantee for the warranty period for the purpose of collecting any receivables that it may have under this Contract against the Contractor, including receivables based on damages.

F REVIEW AND EVALUATION OF TENDERS, SELECTION DECISION

37. Clarification of tenders

In order to assist the Contracting Authority in the process of answering inquiries, evaluation and comparison of tenders, the Contracting Authority may, at their discretion, request from the Tenderer an explanation of their tender in the form of information or documentation which should have been submitted by the Tenderer, if it is incomplete or incorrect or appear to be such or if there are certain documents missing, the Contracting Authority may demand the Tenderers in question to supplement, clarify, complete or submit the necessary information or documentation within a reasonable period of at least two days. The request for clarification and the response must be in written form, but no change in the price or the essence of the tender will be requested, offered or allowed, unless it is necessary to confirm the correction of arithmetical errors discovered by the Contracting Authority during the evaluation of the tender. The Contracting Authority will check the calculation correctness of the tender. In the event of a calculation error, the Contracting Authority will ask the Tenderer for their consent to correct the calculation error.

38. Reasons for rejecting tenders

Based on the results of the review and evaluation of tenders, the Contracting Authority will reject:

- a tender of the Tenderer who has not proved his ability in accordance with the documentation,
- a tender that is not complete,
- a tender that is contrary to the provisions of the documentation,
- a tender in which the price is not expressed in the absolute amount,
- a tender that contains errors, shortcomings, or ambiguities if errors, shortcomings or ambiguities cannot be eliminated,

- a tender in which the error, shortcoming or ambiguity, has not been eliminated by clarification or completion,
- a tender that does not meet the requirements related to the properties of the subject of procurement, and thus does not meet the requirements of the documentation,
- an alternative tender that does not meet the minimum requirements,
- a tender of a Tenderer who has submitted two or more tenders in which he is a member of the group of Tenderers, except in the case of submitting an alternative tender if it is allowed,
- a tender containing harmful provisions,
- a tender which the Contracting Authority reasonably considers not to be the result of competition,
- a tender of an uninvited economic entity,

39. Procedure for making the Selection Decision or the Cancellation Decision

Based on the results of the review and evaluation of tenders, the Contracting Authority will make a Selection Decision until 14 May 2021 according to the criteria for selection of tenders or if there are reasons to cancel the procurement procedure, the Cancellation Decision.

If two or more valid tenders are ranked equally according to the criteria for tender selection, the Contracting Authority shall select the tender submitted earlier.

The Selection Decision or the Cancellation Decision will be delivered by the Contracting Authority to each Tenderer electronically (e-mail).

By way of a decision, the Contracting Authority may correct errors in names or numbers, spelling or calculations, and other obvious inaccuracies in the decision on selection that they have made. Correction of the error shall have a legal effect as of the date from which the decision on selection to be corrected shall have legal effect.

Based on the results of the inspection and evaluation, the Contracting Authority may refuse:

- late tender
- a tender for which the Tenderer did not accept the correction of the calculation error in writing,
- a tender containing harmful provisions,
- a tender of the Tenderer who did not provide the requested explanation within the set deadline or his explanation is not acceptable to the Contracting Authority.
- a tender which the Contracting Authority reasonably considers not to be the result of competition,

the Contracting Authority points out here that it can withdraw its request for tender submission at any time, that it has no obligation to select any of the received tenders and that it can withdraw from this invitation at any time (until concluding a contract with the selected Tenderer) without any obligation to reimburse costs and/or damages to Tenderers.

If the Contracting Authority does not receive any acceptable tender within the given deadline and/or if the Contracting Authority for any reason withdraws from this procurement procedure, they will make a Decision on cancellation.

Insight into the tenders of other Tenderers will not be allowed.

There is no possibility of appeal against the selection decision or the cancellation decision.

G OTHER PROVISIONS

40. Date, time and place of the delivery of tenders and opening of tenders

Tenders shall be submitted directly to the Contracting Authority's registry record or by registered mail to the address of the Contracting Authority, in a sealed envelope with the name and address of the Contracting Authority and the name and address of the Tenderer. The outer cover must bear the address and label of the following content:

CROATIAN FOOTBALL FEDERATION

Ulica grada Vukovara 269a - 10000 Zagreb

DO NOT OPEN - record number of the invitation to submit a tender 1542021-1

The tender, regardless of the method of delivery, must be submitted and received no later than **6 May 2021 by 13:00**.

The opening of tenders will be **on 6 May 2021 until 16:00**, at the premises of the Contracting Authority, at the address:

CROATIAN FOOTBALL FEDERATION

Ulica grada Vukovara 269a - 10000 Zagreb

The Contracting Authority may extend the deadline for tender submission by making an amendment in which case all rights and obligations of the Contracting Authority and Tenderers that were previously limited within the originally specified period, are now subject to a new period.

41. Tenders opening

The tenders are opened according to the order of receipt of tenders on the registry record of the Contracting Authority. For each open tender, it is determined whether it is signed, and it is read aloud:

– name and headquarter of the Tenderer,

- name of the group of procurement items and prices for each group of procurement items without value added tax and price of the tender with value added tax,

After the opening of tenders, the Minutes on the opening of tenders for the needs of the Contracting Authority shall be drawn up.

The opening of tenders will not be public.

42. Visit to the location where the works will be performed

Tenderers are invited at their own risk to visit and examine the location where the works will be performed and its surroundings, and to obtain all information necessary for the preparation of the tender and the conclusion of the contract for the execution of works. The costs of the visit to the location in question shall be borne by the Tenderer.

43. Data confidentiality

Information relating to inquiries, clarifications, review and evaluation of tenders and recommendations for the award of contracts shall not be disclosed to Tenderers or any other persons not officially involved in the procedure until it has been announced to which Tenderer the contract has been awarded. Attempts by the Tenderer to influence the Contracting Authority and its processing of tenders or to decide on the award of the work may result in the rejection of their tender. Notwithstanding the above, if any of the Tenderers from the moment of opening the tenders until the moment of awarding the contract wishes to contact the Contracting Authority on any issue related to the tendering procedure, this should be done in writing.

44. Other important conditions for the execution of the contract

The Contracting Authority will conclude a Works Contract with the selected Tenderer/Tenderers for each group separately after the finality of the Selection Decision. If the selected Tenderer refuses to sign the works contract, the Contracting Authority will re-rank the tenders for this group of subjects of procurement, according to the tender selection criteria, not taking into account the selected Tenderer's tender and make a decision on selecting the new most favorable valid tender, or, if there are reasons, cancel the procurement procedure for that group of subjects of procurement.

The Works Contract will be drawn up bilingually, in Croatian and English. The official language of the Contract is considered to be the Croatian language and the Latin alphabet, and the concluded Works Contract is subject to Croatian law.

All disputes that may arise in the execution of the concluded Works Contract, the Contracting Parties shall endeavor to resolve amicably, and if no agreement is reached, the Commercial Court in Zagreb shall have territorial jurisdiction to resolve them.

H ANNEXES

TENDER FORM

Subject of procurement: Reconstruction of four football pitches with a hybrid turf in Croatia at the following stadiums: City Stadium Poljud - Split, Stadium Šubićevac - Šibenik, City Stadium Velika Gorica - Velika Gorica, FC Varaždin - Varaždin

Tender number: _____ **Date of Tender:** _____

For Group: _____

Name and headquarter of the Tenderer or group of Tenderers			
PIN (OIB)		Giro account	
Address			
Phone		Fax	
E-mail			
Name, surname, and function of the person(s) authorized to sign the contract			
Name, surname of the project manager			

Having studied the Invitation to Tender of the Contracting Authority, the Croatian Football Federation, we offer the renovation of football pitches with hybrid turf in Croatia in accordance with all conditions of this Invitation for the above group of works at a price calculated in the manner prescribed in the amount of:

Tender Price excluding VAT (in Euros)	EUR
Value added tax (in Euros)	EUR
Total tender price (in Euros)	EUR

For criterion 2, in accordance with this Invitation, we offer a hybrid turf system with a possible weekly number of hours of use of the turf in which the pitch will be in top condition.		hours of use/week
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Tender option: 60 days from the date of the deadline for tender submission.

Name, surname, and function of the authorized person of the Tenderer:

Signature of the authorized person of the Tenderer: _____ L.S.

ANNEX II

CERTIFICATE OF NO CRIMINAL RECORD

I, _____ (name and surname) from _____ declare that I have not been convicted of any of the following criminal offenses or for appropriate criminal offenses under the regulations of the state of residence of the economic entity or the state of which the person authorized by law to represent the economic entity is a national: fraud, fraud in business transactions, receiving bribery in business transactions, giving bribery in business transactions, abuse in the public procurement procedure, tax or customs evasion, subsidy fraud, money laundering, abuse of position and authority, illegal facilitation, receiving bribery, giving bribery, trading in influence, giving bribes for trading in influence, criminal association and the commitment of any offense done within a criminal association of the Criminal Code, i.e. for criminal offenses: fraud, money laundering, fraud in business transactions, receiving bribes in business transactions, giving bribes in business transactions, associations for committing criminal offenses, abuse of position and power, abuse of public office, unlawful mediation, receiving bribery and giving bribery under the Criminal Code (OG 126/19, 118/18, 101/17, 61/15, 56/15, 144/12, 125/11).

I give this statement personally, for myself, as a person authorized by law to represent the economic entity

_____ (company) with its registered office in _____ and for the economic entity.

In _____, _____ 20__

ON BEHALF OF THE TENDERER:

(NAME AND SURNAME, and signature of the authorized person)

L.S. _____

STATEMENT OF ACCEPTANCE OF CONDITIONS

Tenderer (name and address): _____

Responsible person of the Tenderer (name and surname, and function):

In accordance with the terms of the Invitation to Tender of the Contracting Authority, the Croatian Football Federation, we offer the renovation of four football pitches with a hybrid turf in Croatia at the following stadiums: City Stadium Poljud - Split, Stadium Šubićevac - Šibenik, City Stadium Velika Gorica - Velika Gorica, Stadium FC Varaždin - Varaždin for the Contracting Authority Croatian Football Federation and we confirm the facts as follows:

1. We have fully understood all the substantive determinants of the Invitation to Tender, procurement number 1542021-1,
2. We have reviewed the attached project documentation with the corresponding bill of quantities, and we have no objections to it
3. We accept all conditions related to the evaluation of the tender, signing of the contract, execution of works, and the manner and deadlines for payment for the performed works.

In _____, _____ 20__

ON BEHALF OF THE TENDERER:

(NAME AND SURNAME, and signature of the authorized person)

L.S. _____