

Hrvatska banka za obnovu i razvitak

HBOR



000009252

PUBLIC PROCUREMENT

No: MV 017-16

Zagreb, 20th June 2016

TENDER DOCUMENTS

In the negotiation procedure without prior publication,
for the procurement of services of annual subscription access to the BankScope database

1. GENERAL DATA

Contracting Authority: Hrvatska banka za obnovu i razvitak, (HBOR) Zagreb, Strossmayerov trg 9, PIN 26702280390, phone: +385 1 45 91 666, fax: +385 1 45 91 721, e-mail: nabava@hbor.hr, Internet address: www.hbor.hr

Names and addresses of the contracting authority's contact unit: Ivan Vrdoljak, Head of Procurement Unit, Strossmayerov trg 9, Zagreb, phone: +385 1 45 91 787, e-mail address: ivrdoljak@hbor.hr or Marijana Žutak, phone: + 385 1 45 91 573; e-mail: mzutak@hbor.hr

List of economic operators with whom is HBOR in conflict of interests:

- Arhitektonski ured za razvoj projekata nekretnina d.o.o., Andrije Žaje 58, Zagreb
- Specijalna bolnica za medicinsku rehabilitaciju Krapinske toplice, Gajeva 2, Krapinske toplice
- TUNEL d.o.o., Isce 12c, Zagreb
- VINKA d.d., Zavlaće bb, Vinkovci
- VTB Evaluator d.o.o., Januševečka 20, Zagreb
- Romicom d.o.o., Dragutina Golika 36, Zagreb
- Institut za razvoj i upravljanje dizajnom i intelektualnim vlasništvom –IDEA+, Kaptol 24, Zagreb
- Barbariga Nova d.o.o., Ulica Marana 1/A, Barbariga
- Barbariga Turist d.o.o., Trg Stara korta 3, Barbariga
- OPG Tomislav Panenić, Čakovačka 48, Berak.

Procurement procedure and type of contract: Contraction Authority is conducting negotiation procedure without prior publication, with indication to conclude public service contract.

Estimated value of procurement: 240.000 HRK, value-added tax not included.

2. SUBJECT MATTER DATA

Description of subject matter: Annual subscription access to the BankScope database as follows:

- BankScope World Coverage (World Banking information source).
- BankScope Ownership section.
- BankScope Ratings (S & P, Moody's and Fitch).
- BankScope BCR (Presenter software).
- BankScope Interims.
- BankScope Images of original documents.

Place of delivery: Zagreb, Croatia.

Delivery deadline: From 01st August 2016 to 31st July 2017.

3. EXCLUSION GROUNDS:

3.1 Mandatory reasons for the exclusion of tenderers

Tenderer shall be excluded from participation:

- a) If tenderer as legal entity and/or person authorized under law to represent the legal person of the tenderer company directors has been the subject of a conviction by final judgement for one or more following criminal offences stipulated in Croatian penalty act, as follows:
- fraud (art. 236), fraud in business activities (art. 247), accepting a bribe in business activities (art. 252), offering a bribe in business activities (art. 253), abuse of position in public procurement procedure (art. 254), tax evasion or custom evasion (art. 256), subsidy fraud (art 258), money laundering (art. 265), misusing office or authority (art. 291), illegal intercession (art. 292), accepting a bribe (art. 293), offering a bribe (art. 294), trading in influence (art. 295), offering a bribe regarding trading in influence (art. 296), criminal association (art. 328), criminal offence in criminal association (art 329).
 - fraud (art. 224), money laundering (art. 279), fraud in business activities (art. 293), accepting a bribe in business activities (art 294 a), offering a bribe in business activities (art. 294 b), associating for the purpose of perpetrating criminal offences (art. 333), misusing office or authority (art. 337), abuse in performing governmental duty (art. 338), illegal intercession (art. 343), accepting a bribe (art. 347), offering a bribe (art. 348), Croatian penalty act (110/97 ; 27/98 ; 50/00 ; 129/00 ; 51/01 ; 111/03; 190/03 ; 105/04 ; 84/05 ; 71/06 ; 110/07 ; 152/08 ; 57/11 ; 77/11 ; 143/12),

I.e. any criminal offence determined as such by regulations of the country of the place of business.

Evidence: Declaration made by the person who is authorized under law to represent the legal person of the economic operator.

- b) If tenderer failed to fulfil the obligation to pay all outstanding tax liabilities and contributions for pension and health insurance, unless the economic operator was granted delayed payment of the said obligation under special regulations or in case that payment is forbidden in accordance with the special law.

Evidence: Certificate issued by the tax authority concerning the state of debt or an equivalent document issued by the competent authorities of the country in which the economic operator is established, which may not be older than 30 days of the date of commencement of the public procurement procedure.

If certificate is not issued in the country in which the economic operator is established, it may be replaced by a declaration on oath or a corresponding declaration made by the person who is authorized under law to represent the economic operator before the competent judicial or administrative authority or the notary public or the competent professional or trade body in the country in which the economic operator is established, which may not be older than 30 days of the date of commencement of the public procurement procedure.

Tenderers established in Croatia must submit certificate issued by the tax authority concerning the state of debt not older than 30 days of the date of commencement of the public procurement procedure.

- c) If tenderer has submitted false information at the time of submitting documents in this procurement process.

Evidence: Statement on data authenticity (attached) made by the person who is authorized under law to represent the economic operator.

In the case of a group of tenderers, existence of mandatory reasons for the exclusion of tenderers shall be established for all members of the group separately.

4. EVIDENCE OF LEGAL AND BUSINESS CAPACITY OF TENDERERS AND JOINT TENDERERS:

4.1. Legal and business capacity is proven by:

- 4.1.1 Extract, proving tenderer's registration in the court, trades, crafts, professional or other appropriate register of the country in which tenderer is established and if those are not issued in the country in which the tenderer is established, the tenderer operator may submit a declaration on which the signature is legalized by the competent body.

The extract or declaration may not be older more than 3 (three) months before the date of commencement of the public procurement procedure.

4.2. Joint tenderers:

- For the purpose of establishing exclusion grounds all the tenderers in a joint tender must submit evidences referred to in Paragraph 3. a) and b) and c) and Paragraph 4.1.1 of this Tender Documents,

The liability of the tenderers in the joint tender is joint and several.

4.3 Integrity

Tenderer and each member of the group of tenderers guarantee a fair process and the absence of inadmissible practices in connection with the procurement process (any action representing corruption or fraud as well as offering, giving or promising any improper advantages which could affect actions of any person in connection with our tender), express consent with the review of the entire process to be implemented by independent experts and accept responsibility as well as certain sanctions, including unconditional cancellation of the contract in case of violation of rules.

Where there is doubt as to the truthfulness of the information in the documents or declarations presented by tenderers in this procurement process, the contracting authority reserve the right to address the competent authorities or other legal persons to obtain information concerning presented documents or declarations, and where the tenderers established in another state, the contracting authority may seek cooperation of the competent authorities and other legal persons in state where the tenderer is established.

All of the above mentioned documents can be submitted in original or copy certified before a notary public.

5. TENDER

a) Manner of drafting

Tender must include:

- Required documents regarding exclusion grounds from Paragraph 3. of this Tender Documents,
- Evidences of suitability from Paragraph 4. of this Tender Documents,
- Statement and all other requested elements from this Tender Documents.

The tender must be in hard copy, appropriately bound as a whole in manner that does not allow later changes, written in erasable ink, submitted in original which must be noted on tender. All corrections in the tender must be visible, accompanied by the date, verified by a valid signature of the tenderer's authorized person.

Each page must be marked by the page sequence number/total number of pages or by the total number of pages/page sequence number. In case that tender consists of two or more separate parts page must be marked in manner that each part of tender starts with page number that follows the last page number of the previous part. All corrections in the tender must be visible, accompanied by the date, verified by a valid signature of the tenderer's authorized person and sealed. The tender is submitted in a closed envelope containing the name and address of the Contracting Authority and the tenderer as well as the procurement subject matter.

The tender is submitted in a closed envelope containing:

- name and address of the Contracting Authority,
- name and address of the tenderer,
- procurement subject matter,
- public procurement number,
- notion "do not open"

Alternative tenders are not permitted.

The delivery of tenders by electronic means is not permitted.

b) Tender submission

Tenders shall be delivered by postal or courier service to the mail-room of the Contracting Authority at the address: Strossmayerov trg 9, Zagreb, Croatia, until 14:00 PM on 05th July 2016 at latest. The manner of delivery is determined independently by each tenderer, who bears the risk of untimely receipt of the tender.

Tender submitted until deadline will be opened on 05th July 2016 at 14:00 PM, at the mentioned delivery address by authorized representatives of the Contracting Authority.

c) Price

Price contained in a tender should be expressed in a manner to cover the entire procurement subject matter as specified in the tender form. Price must be quoted in numbers. The stated price shall include all expenses and possible total price discounts.

Prices can be expressed in HRK or in EUR.

The tender price is fixed. The tender price expressed in HRK indexed to a foreign currency is paid in accordance with the mean exchange rate of the Croatian National Bank for EUR valid on the payment date, rounded to two decimal places.

The tender price expressed in EUR shall be paid in EUR only to the tenderer who submitted its tender in EUR if it is a non-resident under the Foreign Exchange Transactions Act of the Republic of Croatia, in force.

d) Criteria for selecting the best tender

Acceptable, appropriate and correct tender containing the lowest price for the procurement subject matter.

e) Language and the script of the tender

The tender, together with the accompanying documentation, and evidences of suitability can be written in Croatian or English, in Latin script.

f) Tender validity period

90 (ninety) days from the acceptance of Invitation to negotiations.

6. OTHER PROVISIONS

a) Subcontractor

The tenderers intending to assign share of the contract to subcontractors are obliged to indicate share of the contract that they intend to assign to each subcontractor (by providing a description and a percentage of the total tender value), and to deliver following subcontractor data:

- Name and address,
- PIN and Bank account number.
- Subject matter, quantities, value of subcontract and percentage of public contract given to subcontractor,

Mentioned data are obligatory content of the contract with the chosen tenderer. Contracting authority shall transfer all due payments assigned to subcontractor, directly to subcontractor.

Tenderers with the intention to use subcontractors are obliged to attach in Tender evidences of non-existence of mandatory reasons for the exclusion of tenderers.

The assignment share of the contract to subcontractors does not affect the integrity of the obligation of the tenderer, who shall be entirely responsible to the Contracting Authority for the work of the subcontractors.

b) Terms, conditions and manner of payment

The Tenderer shall assume for the preparation of his Financial Proposal that payments will be made after the conclusion of this public procurement procedure, against invoice of the selected tenderer, within a period not shorter than 30 (thirty) days from the receipt of the invoice.

c) Legal remedy notice

Legal person, natural person and community of natural and/or legal persons that has a legal interest in winning a contract in the concerned public procurement procedure or that has incurred or might incur loss from the alleged violation of subjective rights, can apply for the protection of its rights to the State Commission for Supervision of Public Procurement Procedure, Koturaška 43/IV, Zagreb.

An appeal is submitted to the State Commission for Supervision of Public Procurement Procedure and at the same time to the Contracting Authority in a written form directly or by registered mail within 5 (five) days from public announcement of contract notice.

Authorized representatives of HBOR:

1. Marijana Žutak, v.r.

M. Žutak

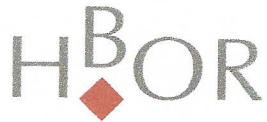
2. Nevena Savanović, v.r.

N. Savanović

3. Branka Biščan, v.r.

B. Biščan

HBOR
Hrvatska banka za
obnovu i razvoj
Strossmayerov trg 11
10000 Zagreb



Hrvatska banka za obnovu i razvitak

TENDER FORM

Contracting authority: Hrvatska banka za obnovu i razvitak, Zagreb, Strossmayerov trg 9

Negotiation procedure
without prior publication: Reference Number MV 017-16

Re: Annual subscription access to the BankScope database

Tenderer (company, headquarters and PIN, name and family name, residence and PIN, and in case of joint tender, please mark all participants in joint tender):

Place of delivery: Republic of Croatia

PRICE:

Price, VAT not included _____

VAT _____

Total price with VAT: _____

Tender validity period: 90 (ninety) days from the acceptance of Invitation to negotiations.

Payment period: _____

IN CASE OF JOINT TENDER

Name of the main tenderer - company, headquarters and PIN, or name and family name, residence and PIN

SUBCONTRACTORS

Manner of payment: Transfer order to the business account of the tenderer No.:

_____ held with _____ bank

Place and date of tender

(Name and family name of the person authorized under law to represent the tenderer)

(Title of the person authorized under law to represent the tenderer)

(Signature of the person authorized under law to represent the tenderer and seal)



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STATEMENT ON DATA AUTHENTICITY

Subject matter of the procurement: Annual subscription access to the BankScope database

Name of tenderer:

Headquarters:

PIN:

We hereby declare that to the best of our knowledge, the certificates and declarations provided in satisfaction of Sections 3.1 and 4.1 of Public Procurement MV 017-16 are true and we agree that the contracting authority may check their authenticity in the procedure of review and evaluation of tenders.

Person authorized under law to represent the tenderer:

(Signed and sealed)

In _____ on _____ 2016



Hrvatska banka za obnovu i razvitak

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**TENDERER'S STATEMENT ON THE ACCEPTANCE OF
TENDER TERMS, CONDITIONS AND INTEGRITY**

Subject matter of procurement: Annual subscription access to the BankScope database

Name of tenderer:
.....

Headquarters:

PIN:

We declare that we have studied and understood all provisions of the Tender documents in an open public procurement procedure, and that we agree with them and accept them.

We declare that we will implement the procurement procedure in accordance with the provisions of the Tender documents, at the price given in our bid.

We guarantee a fair process and the absence of inadmissible practices in connection with the procurement process (any action representing corruption or fraud as well as offering, giving or promising any improper advantages which could affect actions of any person in connection with our tender), express consent with the review of the entire process to be implemented by independent experts and accept responsibility as well as certain sanctions, including unconditional cancellation of the contract in case of violation of rules.

Person authorized under law to represent the tenderer:

(Signed and sealed)

In _____ on _____ 2016