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REQUEST FOR QUOTATIONS (RFQ)

PROCUREMENT OF HYGIENE PACKAGES

Project info:

PROJECT TITLE:

Emergency Appeal MDR66001 Ukraine and impacted countries

EXPECTED PROJECT DURATION: 1. 9. 2022. – 28. 2. 2023.

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1. GENERAL INFORMATION

1.1. Information on Procurement Authority:

Procurement Authority (PA): Croatian Red Cross

Address: Ulica Crvenog križa 14/1, 10000 Zagreb

Personal Identification Number: 72527253659

Phone: +385 1 4655 814; telefaks: +385 1 4655 365

1.2. Persons in charge for the contact with the bidders:

Ana-Marija Novak, e-mail: ana-marija.novak@hck.hr

Ognjen Puljak, e-mail: ognjen.puljak@hck.hr

1.3. Information on legal entities who have conflict of interest with Procurement Authority:

There are no economic entities with which the Procurement Authority and related persons may not conclude Procurement Contracts.

1.4. Procurement Procedure According to Technical Authorization Level

Public tender

1.5. Contract Type

Procurement Authority and the selected bidder will conclude the contract for the purchase of goods.

The contracting parties will execute contract for the purchase of goods in accordance with the conditions specified in the Request for Quotations and the Winning Bid.

1.6. Additional information, clarifications, and changes of Request for Quotations

During the deadline for the submission of bids, interested bidders may request explanations and changes related to the Request for Quotations, and the PA is obliged to make the answer available on the same website where the basic documentation is available without specifying the applicant's data. All questions related to this procurement procedure can be asked exclusively electronically, by sending inquiries to the following e-mail addresses: ana-marija.novak@hck.hr, ognjen.puljak@hck.hr.

The PA may at any time, and before the deadline for the submission of bids, for any reason, either on its own initiative, or in response to the interested bidder's request for additional information and explanations, change the Request for Quotations.

If the PA changes the RFQ during the deadline for the submission of bids, it will ensure that the changes are available to all interested bidders in the same places (media) where the basic Procurement Notice and RFQ were published. The extension of the deadline for the submission of bids will be proportional to the importance of clarifications/amendments/additions to the RFQ.

2. PROCUREMENT INFORMATION

2.1. Subject of the procurement

The subject of procurement are packages of hygiene necessities (hereinafter: hygiene packages) for the beneficiaries of the project in accordance with the technical specifications

and description found in the RFQ Cost Sheet, which is attached to this RFQ and forms an integral part of it.

The subject of procurement are hygiene packages for the Project's Beneficiaries, divided into three types of hygiene packages:

- a) Package A – Family hygiene package for beneficiaries in private accommodation
- b) Package B - Hygiene package for children aged 0-3 years
- c) Package C – Family hygiene package for beneficiaries in organized accommodation

2.2. Description and label of groups of subject of the procurement

The procurement subject is not divided into groups.

The bidder is obliged to offer every individual item that subject of the procurement consists

2.3. Quantity of subject of the procurement

The subject of procurement are three (3) types of hygiene packages according to the following approximate quantities, namely:

- a) Package A – Family hygiene package for beneficiaries in private accommodation in total quantity of 25,500 packages
- b) Package B - Hygiene package for children aged 0-3 years in total quantity of 2,880 packages
- c) Package C – Family hygiene package for beneficiaries in organized accommodation in total quantity of 3.350 packages

Which makes a total of 31,730 hygiene packages.

The quantity of procurement items is indicative and is based on an assessment of the PA's needs. The PA will order the subject of procurement according to his actual needs and is not obliged to order the exact quantities specified in this item and in the RFQ Cost Sheet. The above refers to the increase or decrease of the total number of packages by types and quantities.

The actual quantity realized during the duration of the Agreement may be higher or lower than the approximate quantities specified in this point of the RFQ and in RFQ Cost Sheet. The procurement of the total amount of hygiene packages for beneficiaries will be stipulated in the contract with selected bidder according to the unit prices of the subject of the procurement achieved in this procurement procedure and up to the amount of the estimated procurement value from of HRK 4.560.000,00 after VAT.

At least two orders are expected during the contract period.

The total price of the bid is formed by the Bidder for the estimated quantities of necessities for beneficiaries, which are specified in this point of RFQ above and in RFQ Cost Sheet (form 3).

2.4. Technical specifications

The RFQ Cost Sheet with the technical specifications of the subject of procurement is attached (Form 1) to this RFQ and forms an integral part of it.

When defining the technical specifications, the PA used commonly known and common descriptions used on the market.

The offered and delivered items must meet all the required minimum technical specifications specified in RFQ (bidding cost list).

Based on the information provided by the PA in the RFQ Cost Sheet, the PA must have clear information on whether the offered items meet all the required minimum technical specifications.

The quantity of all items that make up one package is expressed in net value without packaging value. The specified quantities of items are expressed as minimum, including unit quantities of products that are purchased in pieces.

When offering items with specified minimum packaging quantities in grams, kilograms and liters, the bidder may offer packaging with larger or smaller quantities of individual items, whereby the total quantity of the product must meet the minimum required. It is possible that the minimum quantities of products as a required condition of these items are fulfilled in one or more packaging units / wrappers.

No brands were used in the technical specification for the items of the RFQ Cost Sheet, PA specified that the name of the product, and the name of the manufacturer and/or dealer if a trademark is offered, should be entered in the appropriate columns of the RFQ Cost Sheet.

For any possible instruction accompanied by the phrase "or equivalent", in which case PA might indicate a brand, patent, type or which refers to a specific origin, bidders are free to offer equivalent solutions.

PA may not reject an offer because the offered goods are not in accordance with the technical specifications to which he referred, if the bidder in his bid satisfactorily proves to PA, by any suitable means, that the solutions he proposes meet the requirements defined in the technical specification of the item with an equivalent solution.

All goods to be delivered must be new, unused, in the original packaging with the mark of the market name and the name of the manufacturer or importer, and in all respects correspond to the requested technical characteristics.

In case of doubt about the veracity of the data specified in the technical specification column, PA reserves the right to verify the specified data by any suitable means/method (e.g. by checking the data published on the website of the manufacturer, distributor, or can contact the manufacturer, etc.).

The quality of delivered goods must comply with applicable laws, regulations, and other rules on the quality of goods in circulation and must be correctly declared. During delivery, all products in the package must be properly packed and marked and declared in the Croatian language and Latin script. The selected bidder is responsible for errors in product declaration.

All products must have a shelf life of at least 6 months at the time of delivery.

2.5. Labeling and packing of hygiene packages

Hygiene supplies are delivered packed in hygiene packages according to package type A), B) and C), in properly marked packaging with the logo of the IFRC and PA and the name: "HCK hygiene package - A, B or C" on the outside of the packaging and with list of items on cardboard boxes or packaging. There must be no other markings or names of the packaging manufacturer or the name of the bidder on the packaging.

Packages are delivered in appropriate paper packaging – a cardboard box or similar, which should be durable enough for the net weight of the package without packaging.

Hygiene packages are delivered packed on pallets of standard dimensions. When choosing packaging for food packaging, the Bidder should take care of handling the packaging and stacking it on pallets for transport to the destination, so that during transport there is no spillage of the contents and other manipulative problems.

The label placed on the packaging is found in Annex 1. The label is placed on the outside of the packaging and should be at least A5 in size. A larger mark is also possible according to the bidder's choice.

The list of items in the package (in accordance with the RFQ Cost Sheet) that is attached to the package is in Annex 2 - the specified list of items selected by the Bidder can be changed with the consent of PA to harmonize the list of items and the actual content of the package according to the RFQ Cost Sheet from the selected bid. The list of items in the package should be at least A5 in size. A larger format of the list of articles is also possible according to the bidder's choice.

During delivery, the list of items delivered with the packaging must correspond to the actual content of the package and the type of package (A, B or C).

The selected Bidder may not change the prescribed markings on the packaging of the package and on the list of items in the package in any way without the permission of PA.

When delivering a package for one hygiene order, the selected bidder must provide the beneficiaries with a statement on the shelf life of the items in the hygiene package of at least 6 months. If there are special storage conditions, the selected Bidder is obliged to communicate them to PA through the product information.

The delivery of the goods that is the subject of this procedure must be carried out in accordance with the rules of the profession.

2.6. RFQ Cost Sheet

RFQ Cost Sheet is attached to this RFQ (Form 3) as an excel file (.xls).

RFQ Cost Sheet is created with pre-designed formulas, and it automatically calculates the total price as a product of the unit price and the quantity of items after the bidder enters the unit price. The total price of the package and the price of the bid without VAT is automatically calculated as the sum of the total prices of all items without VAT. Bidders are required to enter unit prices without VAT, rounded to two decimal places, as well as the total price (no more than two decimal digits may be displayed in the cell and on the formula bar in the worksheet window).

If the bid price without value added tax stated in the RFQ Cost Sheet does not correspond to the bid price without value added tax stated in the bid sheet, the bid price without value added tax stated in the Bid Price List shall apply.

Bidders are not allowed to change the text of the RFQ Cost Sheet, the quantities or any part of the RFQ Cost Sheet, and the content of the RFQ Cost Sheet in the offer must correspond to the RFQ Cost Sheet in this RFQ.

In the places provided for this, bidders must enter the products they are offering with the correct packaging, wherever the minimum quantities are specified in the RFQ Cost Sheet.

The bidder should enter the data in RFQ Cost Sheet as follows:

- the price of the item (unit price) listed in RFQ Cost Sheet must be stated without VAT,
- item prices (unit prices) are stated with a decimal number with a decimal point and two decimal places,

- the bidder is obliged to enter the amount = 0.00 in the RFQ Cost Sheet if he will not charge for a certain item, i.e. if he offers it free of charge or if it is already included in the price of some other item from RFQ Cost Sheet,
- the bidder must fill in all the items of the RFQ Cost Sheet, in accordance with the form of the RFQ Cost Sheet, in such a way that the bidder precisely and completely states the unit price of the requested items, the VAT rate,
- when filling out RFQ Cost Sheet, the bidder calculates the total bid price as the product of the items "Quantity" and "Unit price of the package",
- all costs (packaging, printing of package labels and lists, stacking of packages, loading, delivery and unloading) and discounts must be included in the price of the offer.

Bidders shall enter the following in the RFQ Cost Sheet in the space provided:

- "NAME OF THE OFFERED PRODUCT from the CATALOG/DECLARATION" - from the catalog and/or information about the product/declaration
- "MANUFACTURER'S NAME (listed in the catalog and information on the product/declaration) and/or IF APPLICABLE STATEMENT OF THE ECONOMIC ENTITY THAT PLACES THE PRODUCT ON THE MARKET (if it is a trademark of the product)
- "PRODUCT DESCRIPTION (description and packaging/weight)" - pay attention to the requested description, product packaging -/quantity and measurement unit of the product/wrapper, and as stated in the instructions stated in the RFQ Cost Sheet.

Pursuant to the Law on the introduction of the euro as the official currency in the Republic of Croatia (Official Gazette No. 57/22, 88/22), and with the application of a fixed conversion rate of 7.53450, bidders are required to state all prices in euros.

If the bidder does not fulfill all the items of the RFQ Cost Sheet in accordance with the requirements of RFQ, changes the text or the quantities specified in RFQ, PA will consider such offer as an offer that is contrary to the provisions of RFQ Cost Sheet, and it will be rejected.

If the bidder does not act in accordance with the requirements of this point or changes the quantities specified in the RFQ Cost Sheet, it will be considered that such bill of costs is incomplete or invalid and the bid will be rejected as irregular.

If the bidder is not in the VAT system, the "VAT rate" column and the "VAT amount" cell remain empty, while the amount of the offer without VAT is written under "total price of the offer with VAT".

2.7. Deadline, means and location of delivery

The contract for the purchase of goods will be concluded for a period of 6 months.

The goods will be delivered in 5-6 orders.

The customer will issue an order with the indicated package quantities, delivery locations and other necessary information in written form via electronic mail.

The selected bidder is obliged to submit to PA a package delivery plan, according to locations for confirmation within 7 days at the latest of each order by the PA.

The deadline for the delivery of the goods is no later than 20 days from the date of confirmation of the package delivery plan of each order by the PA.

In case of exceeding the deadline, the selected tenderer undertakes to pay the Client a contractual penalty in the amount of 0.2% of the value without VAT for each calendar day of exceeding the deadline.

The total amount of the agreed fine amounts to a maximum of 10% (ten percent) of the total agreed value of this Agreement.

Orderly delivery or execution of the procurement item is confirmed by a delivery note (shipping note) or a corresponding record (work order) signed and certified by representatives of PA and authorized persons of the selected bidder. The delivery note (shipper) should clearly indicate the number and type of the delivered package and the date of delivery, which is written on the spot at the time of delivery.

Along with the delivery note of the subject of the procurement for each place of delivery, the selected Bidder is obliged to attach the delivery note or promissory note of the pallets on which the procurement item was delivered - the pallet promissory note with a clearly indicated date of delivery or debiting (which is entered at the time of delivery). The promissory note must be signed by an authorized person of the selected bidder and a representative of PA at the time of taking over the goods. The pallets must be returned to the selected Bidder no later than 15 days after the contract expires, that is, until the end of the Project. If the pallets are not taken over by the selected bidder by the specified deadline, PA is not obliged to return them after the deadline has expired or bear the cost of them. The return of packaging or pallets must also be recorded on the reverse side and signed by a representative of the Client and an authorized person of the selected Bidder.

By submitting a bid, the bidder guarantees that, with its logistical capacity, it can deliver the procurement items in accordance with the purchase orders within the terms specified in this point of RFQ. One of the conditions for meeting the minimum requirements of the Bidder's technical and professional ability is logistics capacity, primarily the number and different sizes of delivery vehicles, considering the large number of delivery locations and delivery deadlines, and considering the different capacities of the receiver's warehouse, which will need to adjust the dynamics deliveries.

During the delivery of the goods, the PA's representative will control the quantity of delivered goods and quality control by checking the composition of several hygiene packages according to the list delivered with the delivery note, which he will compare with the agreed composition and declared products in the hygiene package. In case of determination of quantitative or qualitative defects in the delivered goods, the selected bidder undertakes to deliver the missing quantity of products or replace the defective products without delay, and within 2 working days at the latest. If he is unable to replace or supplement certain items at the place of delivery within the specified period, the selected bidder undertakes to return the packages or goods and indicate this on the delivery note.

The PA must inform the Selected Bidder in writing about the subsequently determined hidden defects of the delivered products after discovering them, along with a record with a description of the discovered defects. The bidder undertakes, upon notification of hidden product defects, to replace and deliver the same products within 5 days.

If defects in the quantity and quality of the delivered goods are found more than three times, PA has the right to terminate the contract and charge the difference up to the price of the other bidder to be contracted and all costs related to such procurement.

The bidder will deliver the hygiene packages sorted according to the place of delivery and stacked on pallets of standard dimensions that should be lowered from the delivery vehicle.

The place of delivery of the goods is the location of the local and county branches of the Croatian Red Cross, cca 30 different delivery locations.

PA will give the exact delivery addresses of the goods to the selected bidder when issuing individual orders.

3. MANDATORY REASONS FOR EXCLUSION OF AN ECONOMIC ENTITY FROM THE PROCUREMENT PROCEDURE

The economic entity is excluded from the procurement procedure at any of its stages:

- a. if he or a person authorized for his legal representation has been legally convicted of the criminal offense of participation in a criminal organization, corruption, fraud, terrorism, terrorist financing, money laundering, child labor or other forms of human trafficking.
- b. if he has not fulfilled the obligation to pay due tax obligations and obligations for pension and health insurance, unless according to a special law he is not allowed to pay these obligations, or a payment delay has been granted.
- c. if he misrepresented or provided untrue information regarding the conditions that the client stated as reasons for exclusion or qualification conditions.
- d. if it is bankrupt, insolvent or in the process of liquidation, if its assets are managed by a bankruptcy administrator or a court, if it is in a settlement with creditors, if it has suspended business activities or is in any similar situation resulting from a similar procedure according to national laws and regulations.
- e. if in the last two years up to the beginning of the procurement procedure, he has committed a serious professional lapse, which the Client can prove in any way.
- f. if the products and services offered by the Provider were created in processes in which child labor was used.

As preliminary proof that the economic entity is not in one of the situations specified in this point of the RFQ, PA accepts a signed statement on the absence of reasons for the exclusion of the bidder by a person authorized to represent the economic entity submitted in the bid (the statement form is attached – Form 2). The statement must not be older than three months from the date of the start of the public procurement procedure.

In the case of a group of bidders or subcontractors, a statement on the absence of reasons for the exclusion of the bidder and a statement on non-punishment must be completed and attached to the joint bid by each economic entity.

PA may, at any time during the procurement process, in order to verify the above-mentioned circumstances, ask the bidder, and especially the selected bidder, to submit one or more documents that confirm that the bidder is not in the situations referred to in this point of RFQ before concluding the contract. offer. In the case of a community of bidders or subcontractors, the same applies to all members of the community of bidders and subcontractors.

4. PROVISIONS ON THE ABILITY OF THE BIDDERS

4.1. Conditions of legal and business capacity

The bidder must prove its registration in the business, judicial, trade, professional or other appropriate register of the state of the bidder's headquarters as proof that it has a registered activity related to the subject of procurement. Enrollment in the register is proven by an appropriate extract, and if these are not issued in the state of the economic entity's

headquarters, the economic entity can submit a statement with signature verification to the competent authority. The proof must not be older than 6 months from the date of publication of the procurement procedure.

In the case of a consortium of bidders or subcontractors for a part of the procurement, each economic entity involved in the bid must submit proof of legal and business capacity for the part of the contract that will be executed.

4.2. Economic and financial capacity

4.2.1. In the procurement process, the economic entity or potential bidder must prove that its total annual turnover in the last three available financial years (depending on the date of establishment or start of activity of the economic entity, if information on these turnovers is available) together is at least equal to or greater than the amount of the estimated value of the procurement.

With the required proof of financial capacity, the economic entity proves that it has stable financial operations in such a way that it will not doubtless bring into question the execution of its contractual obligations, and thus endanger its own or the PA's business.

In the case of a community of economic entities, members of the community can jointly prove this ability.

Document proving the required ability condition:

- a statement on the total annual turnover of the economic entity in the last three available financial years, depending on the date of establishment or start of activity of the economic entity, if information on this turnover is available.

The statement is made by a person legally authorized to represent the economic entity, whose signature does not have to be certified by the competent authority.

4.2.2. In the procurement process, the economic entity must prove that its account has not been blocked for more than 7 (seven) days in a row in the last 6 (six) months, i.e. no more than 10 (ten) days in total for the specified period, thereby proving that it has a stable financial business.

Data on the solvency of the economic entity must include the date of publication of the Call for Tenders.

In the case of a consortium of economic entities, members of the community can jointly prove this ability.

Document proving the required ability condition:

- bank form BON-2 / SOL-2 or other appropriate document of financial institutions, which has the same probative value as the requested proof

4.3. Conditions of technical and professional ability

4.3.1. List of major deliveries of goods

To prove technical and professional ability, the Bidder should attach the following documents:

- a list of the orderly fulfillment of the deliveries of goods in the last three years, which proves the satisfactory execution of at least 1 successful delivery and 5 at most, with the same or similar subject of the delivery as the subject of procurement, the total amount of which (without VAT) is at least equal to the estimated value of the procurement, which must

contain the following information: name and registered office of the contracting parties, date of the delivery, subject of the delivery, value of the delivered goods, place of delivery, indication of whether the goods were properly delivered. In the case of impossibility of obtaining a confirmation from the other contracting party, a certified statement of the bidder with the requested information and attached proof that such a confirmation was requested is valid. With the aforementioned evidence, the bidder must prove that for the past three years, he has properly fulfilled the assumed obligations for the delivery of hygiene packages or other related goods.

4.3.2. Logistics capacities of economic entity

- Logistic capacities of the business entity, that is, a list of the number, types, and capacity of delivery vehicles that will be used to deliver the procurement items. Logistic capacities should be at least: 10 delivery vehicles, of which at least 5 should be delivery vehicles with a capacity of 7.5 tons and more, and other delivery vehicles should have a capacity of at least 1t. In the declaration of logistics capacity, it must be stated that the Bidder will ensure the lowering of pallets from the delivery vehicle with the help of ramps in the vehicle or with a manual forklift at the delivery points.

4.3.3. Proof to be delivered with the samples of the packages

- product samples with a description (product information - catalog and/or excerpt from the catalog and/or manufacturer's prospectus with visible information about the product) which undoubtedly proves, and that PA can recognize, that the offered product corresponds to the specification of the RFQ Cost Sheet (text in the Croatian language, and exceptionally in a foreign language if an internationally recognized expression is used, i.e. so-called internationalisms, foreign words and adaptations). The bidder is obliged to submit sample packages marked in accordance with point 2.5 with the bid. of this Invitation and attach a description of all offered products in the package, which must contain:
 1. serial number and name of the item from the RFQ Cost Sheet,
 2. product name,
 3. name of the manufacturer
 4. quantity and packaging of filling,
 5. product description - a short specification (technical description) of the offered product with all the parameters on the basis of which the Client can undoubtedly determine the compliance of the offered product with all the Client's requirements from the description/specification of the procurement item - the product description can be replaced by a copy of the declaration in the Croatian language if they are here required data visible on the declaration (note: a copy of the declaration is a mandatory part of the attachment in the technical description of the product).
 6. for products included in: Package A items number 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12; Package B items number 1, 2 and 3; Package C items number 1, 2, 3, 4, 6, 7; it is necessary to submit an "Analytical report on the healthiness of the product certified by an authorized laboratory" for placing the product on the Croatian market.

All products in the package must meet all the requirements set by the applicable regulations regarding the healthiness of hygienic products, and their labeling. During delivery, all products in the package must be properly packed, marked and declared in the Croatian language. For irregularities in the declaration of products, which are determined by the inspection in PA's

business units, the fine imposed on the PA and the responsible person shall be borne by the selected Bidder.

All products in the package must meet all the requirements set by the applicable regulations regarding the healthiness of hygienic products, and their labeling. During delivery, all products in the package must be properly packed, marked and declared in the Croatian language. For irregularities in the declaration of products, which are determined by the inspection in the Client's business units, the fine imposed on the PA and the responsible person shall be borne by the selected Bidder.

If this ability is required only for the execution of a part of the procurement object, then this ability is proved by each member of the bidder community and/or subcontractor who will execute that part of the procurement object.

If deemed necessary, PA may request verification of the authenticity of the certificates.

4.4. Reliance on the ability of other economic entities

In the procurement process, the bidder can rely on the ability of other economic entities, regardless of the legal nature of their mutual relationship, in order to prove the fulfillment of the criteria for selecting an economic entity, which refers to technical and professional ability. The bidder can rely on the ability of other economic entities to prove the fulfillment of the criteria related to technical and professional ability, only if these economic entities will perform that part of the contract for which this ability is required.

The other economic entities must submit appropriate proof of technical and professional ability, which it will make available to the bidder.

The PA can check whether the mentioned economic entities on whose ability the bidder relies on meet the relevant criteria for the selection of the business entity and whether there are grounds for their exclusion. Consequently, the other economic entity must also sign the Declaration on the absence of reasons for exclusion - form 2.

The client will require the business entity to replace the business entity whose ability it relied on to prove the criteria for selection if, based on the verification, it determines that there are grounds for exclusion with that entity or that it does not meet the relevant criteria for the selection of the business entity.

The community of bidders can rely on the ability of community members or other entities under the conditions of this point of the Call.

The economic entity must prove to PA that it will have available the resources necessary for the execution of the contract, for example, by accepting the obligation of other entities to make these resources available to the economic entity. Under the same conditions, the community of bidders can rely on the ability of members of the community of economic entities or other entities.

4.5. Uvjeti Conditions of competence in the case of a community of bidders

In the case of a community of bidders, all members of the community are required to individually prove their legal and business capacity from point 4.1, while all of them together are required to prove the capabilities from point 4.2. and 4.3.

4.6. Rules for submitting documents

All documents required by the client in points 3 and 4 of this RFQ can be submitted by the bidder in the original or in an uncertified printout of an electronic document or in an uncertified copy.

Before concluding the contract, PA may ask the selected bidder to deliver originals or certified copies of one or more requested documents issued by competent authorities. If the selected bidder has already submitted certain documents in the offer in the original or a certified copy, he is not obliged to submit them again.

5. BID

5.1. Bid Content

Bidders must submit:

Bidders must submit:

1. Form 1 Bid sheet - independent bidder,
2. Form 1a Bid sheet - community of tenderers,
3. Form 2 Declaration on the absence of reasons for exclusion,
4. Form 3 RFQ Cost Sheet,
5. Requested evidence of legal and business capacity and technical and professional capacity specified in points 4.1. and 4.2.
6. Samples with a description of the offered products as specified in point 4.2.
7. Guarantee for the seriousness of the offer,
8. Other requested.

Bidders are obliged to carefully review the RFQ and familiarize themselves with all the PA's requirements and submit the bid according to the requested requirements from this RFQ with all required documents.

The bid must contain all the attachments specified in this section of the Invitation.

When compiling the offer, you **MUST NOT** add rows or columns or change the appearance of the form of the RFQ Cost Sheet, the RFQ Cost Sheet and others in any way.

All forms that are an integral part of the bid and are listed in this point of RFQ should be signed by a person authorized to represent the Bidder and certified with a seal, except for the statement on the absence of reasons for exclusion, which is signed by a person authorized by law to sign.

The offer must be bound as a whole with the specified list of all component parts of the offer at the beginning. The bidder can submit only one bid.

5.2. Method of determining the price of the bid

The bidder is obliged to:

- state the price of the bid on the Bid sheet, namely: package prices (A, B and C) without VAT, bid price without VAT, total offer price without VAT, total amount of VAT and total offer price with VAT, and everything is rounded to two decimal places
- in the RFQ Cost Sheet, state the unit prices of packages A, B and C, rounded to two decimal places, as well as the total price of the bid,
- prices in the offer sheet must be expressed in HRK and EUR figures
- fill in all the requested items from the Bid sheet form in accordance with point 2.6. of this RFQ

- the price must include all costs (packaging, preparation and printing of package labels and lists, stacking packages, loading, delivery and unloading) and discounts

Pursuant to the Law on the introduction of the euro as the official currency in the Republic of Croatia (Official Gazette No. 57/22, 88/22), and with the application of a fixed conversion rate of 7.53450, bidders are required to state all prices in euros.

When the price of the bid without value added tax expressed in the Price List does not correspond to the price of the offer without value added tax expressed in the Offer Sheet, the price of the offer without value added tax expressed in the RFQ Cost Sheet shall apply.

It is assumed that the Bidder has studied the valid regulations in the Republic of Croatia that relate to his business, especially those that relate to his obligations to pay fees, taxes and other levies, and that on that basis he will not request a change in the contracted price.

If the bidder is not in the VAT system, then on the Bid sheet, in the place provided for entering the price of the bid with VAT, enter the same amount that was entered in the place provided for entering the price without VAT, and leave the place for entering the VAT amount empty.

The unit prices of the package without VAT specified in the cost list are unchanged during the contract period. The unit prices of the package without VAT will be used to calculate the costs of the ordered quantity of packages, up to the total of the estimated purchase value.

All costs that appear above the offered prices in the tender price list are borne by the bidder himself.

In the event of a change in the regulations regulating the VAT rates, the unit prices may not be changed. PA reserves the right to increase the quantity, i.e. to order larger quantities of packages (goods) in the value of the difference resulting from the savings achieved in the event of a possible reduction in the VAT rate, up to the estimated purchase value at the most.

5.3. Bid currency

Prices are expressed in kunas and euros.

5.4. Criterion for the selection of the offer

The criteria for selecting the offer is the lowest price.

5.5. Language and letter of offer

The offer is submitted in its entirety in the Croatian language and Latin script.

5.6. Offer validity period

90 days from the date of expiry of the offer delivery deadline.

5.7. Alternative offers

Alternative offers are not allowed.

5.8. Clarifications and amendments

If the information or documentation submitted by the Bidder is or appears to be incomplete or incorrect or if certain documents are missing, PA may, during the review and evaluation of applications and bids, require those bidders to submit, supplement, clarify or complete the necessary data or documentation within an appropriate period.

Submitting, supplementing, clarifying or completing in relation to the documents requested for the purpose of assessing the existence of reasons for exclusion and fulfillment of the qualification conditions is not considered a change in the offer. PA can also ask for clarifications regarding the documents requested in the part that refers to the offered subject of procurement, whereby the clarification must not result in a change in the offer.

The PA's actions related to the clarification and completion of applications and offers, that is, PA's requests and actions, must be in accordance with the principles of equal treatment and transparency.

5.9. Modification, amendment or cancellation of the offer

During the deadline for the submission of bids, the bidder may change and supplement the offer, or withdraw from the offer based on a written statement. Bidders submit changes and additions to the bid, or withdrawal of the bid, in the same way as they submitted their bid. In case of withdrawal of the bid, the Bidder may demand the return of his unopened bid.

The bidder can change or withdraw his bid before the deadline for submission (opening) of bids expires. Any change or notice of withdrawal of the bid by the bidder must be closed and sealed in the same way as the bid, with the envelope being additionally marked with the text "WITHDRAWAL", "AMENDMENT" or "MODIFICATION", depending on the intention of the bidder. The bid cannot be changed or withdrawn after the deadline set for submission (opening) of bids.

OTHER PROVISIONS

5.10. Provisions on the community of bidders

If two or more economic entities join for the purpose of submitting a joint bid, the bid must state that it is a bid from a consortium of bidders.

The consortium of bidders is obliged to submit a statement on the joint liability of joint bidders. PA directly pays each member of the consortium of bidders that part of the public procurement contract that he executed, unless the consortium of bidders determines otherwise.

The bid of the consortium of bidders must contain:

- name and registered office, address and OIB of all members from the joint bid (or national identification number according to the country of residence of an individual member of the community), account number, indication of whether the member of the community of the offeror is in the VAT system, address for mail delivery, e-mail address post office, telephone, and fax number
- specify which part of the procurement subject will be performed by a particular member of the consortium of bidders (subject, quantity, value, and percentage part)
- name and headquarters of the bid holder
- data on the signatory(s) of the public procurement contract

The holder of the joint offer signs the bid unless the members of the consortium of bidders decide otherwise.

Each member of the consortium of bidders must prove that there are no mandatory reasons for exclusion listed in point 3 and prove legal and business capacity, and all members of the consortium of bidders are jointly required to prove their common capacity according to points 4.2. and 4.3. of this RFQ.

5.11. Provisions on subcontractors

If the economic entity intends to subcontract part of the procurement contract to one or more subcontractors, it must provide information about the part of the procurement contract that it intends to subcontract, namely:

1. Information about the subcontractor: company name, abbreviated company name, headquarters, OIB (or national identification number in the country of the economic entity's headquarters, if applicable) and account number;
2. Subject, quantity, value of the subcontract and the percentage of the procurement contract that is given in the subcontract, place and term of execution or provision of services.

The subcontractor is obliged to submit evidence that there are no reasons for exclusion and to prove his legal and business capacity, financial capacity, and technical and professional capacity if the Bidder relies on the subcontractor in that part.

The above data are also mandatory components of the procurement contract if there is a subcontractor.

If a part of the procurement contract is subcontracted, then the customer directly pays the subcontractor for the works, goods, or services to be performed, delivered or provided by the subcontractor.

The bidder must attach the invoices or situations of his subcontractors, which he has previously confirmed, about his account or situation.

During the execution of the procurement contract, the selected bidder may demand from the PA:

1. changing the subcontractor for that part of the public procurement contract that was subcontracted,
2. taking over the execution of the part of the procurement contract that was previously subcontracted,
3. the introduction of one or more new subcontractors whose total share may not exceed 30% of the value of the procurement contract, regardless of whether they previously subcontracted part of the procurement contract.

Before approving the request from the previous paragraph, PA will ask the selected bidder for valid documents proving that the new subcontractor fulfills:

1. 1. conditions from point 3 of RFQ,
2. 2. the conditions from point 4 of RFQ if the selected bidder in the public procurement procedure relied on the ability of the subcontractor, he is replacing for the purposes of proving technical and professional ability.

Provided that PA has agreed to the replacement of the subcontractor, the selected bidder must submit the following information for the new subcontractor to PA within 5 days from the date of consent:

1. subject, quantity, value, place, and term of execution of works or provision of services,
2. information about the subcontractor (company name, abbreviated company name, headquarters, OIB and account number).

PA will unilaterally terminate the contract:

1. If, during the performance of the contract, it is established that the contractor uses a subcontractor, and in the bid, he stated that he does not have one or one or more bidders introduced, without requesting the consent of the PA.
2. If, during the duration, a change of subcontractor is determined, without the PA's consent being requested.

The subcontractor's participation does not affect the Bidder's responsibility for the execution of the procurement contract.

5.12. Guarantees

Ponuditelji su dužni u izvorniku dostaviti sljedeća jamstva:

a. Guarantee for the seriousness of the bid

The bidder is obliged to submit a guarantee for the seriousness of the bid in the amount of HRK 100,000.00, with a validity period of 90 days from the date of expiry of the bid submission deadline in the form of a bank guarantee payable "at first call" and "without objection" or a blank promissory note or promissory note. In the case of a consortium of bidders, a guarantee is attached to the offer by the holder of the bid or all members of the community jointly or one member of the community of bidders with a note that the guarantee for the seriousness of the offer is given on behalf of the community. The guarantee for the seriousness of the bid should be inserted in a transparent, perforated, plastic sleeve that is bound into the whole of the bid. A guarantee for the seriousness of the bid should be issued in favor of the PA. After concluding the procurement contract with the selected Bidder, i.e. delivering the guarantee for the orderly fulfillment of the contract, PA will return the guarantee for the seriousness of the bid to all bidders.

The guarantee for the seriousness of the bid is a guarantee in case of:

1. Refusal of the bid by the bidder within its validity period;
2. Submission of untrue data in the sense of point 3 of this RFQ;
3. Non-agreement of the bid to the calculation correction of the bid;
4. Refusal to sign a public procurement contract;
5. Failure to provide a guarantee for the orderly fulfillment of the contract,

and in which cases PA can charge a guarantee for the seriousness of the bid. In the text of the bank guarantee, it is mandatory to list in detail all 5 cases for which the guarantee is issued, listed above in this point of RFQ from 1 to 5.

b. Guarantee for proper fulfillment of the contract

The selected bidder with whom the Contract will be concluded is obliged to submit a guarantee for the proper fulfillment of the contract in case of breach of contractual obligations in the amount of 10% of the entire value of the contract excluding VAT. The selected bidder is obliged to submit the specified guarantee within 15 (fifteen) days from the date of signing the contract with a validity period of 30 (thirty) days after the fulfillment of all contractual obligations.

The guarantee for the proper fulfillment of the procurement contract is submitted in the form of a bank guarantee payable "at the first call" and "without objection" or a blank promissory note or promissory note. Upon fulfillment of all contractual obligations from the procurement contract, PA shall return the guarantee for proper fulfillment of the contract within 15 (fifteen) days from the date of expiry of the Contract.

5.13. Time and place of bid delivery

- the deadline for submitting bids is: **December 12, 2022 by 12:00 p.m.**
- place of delivery of bids: Croatian Red Cross, Ulica Crveni križ 14-16, 10000 Zagreb

The bid must be delivered and received by the specified deadline for the delivery of the bid, regardless of the method of delivery. The bidder determines the method of delivery of the bid and bears the risk of possible loss, i.e. untimely delivery of his offer.

When the bidder directly submits an bid, amendment and/or supplement to the bid, or a written statement of withdrawal from the submitted bid, PA is obliged to issue him a confirmation of this.

Bids in paper form that are not received within the prescribed deadline for bid delivery will not be opened and will be returned to the bidder unopened.

Data on received bids, bidders and number of bids are confidential until bids are opened.

5.14. Method of bid delivery

The Bidder delivers its bid and package samples at its own expense without the right to claim compensation from PA on any basis.

The bid and package samples can be delivered by mail or personally to the address of PA in a closed envelope or packaging.

The bidder bears the risk of loss or untimely delivery of the bid.

The address should be stated on the envelope:

**Hrvatski Crveni križ,
Ulica Crvenog križa 14-16
10000 Zagreb**

and in the lower right corner of the envelope there should be an indication:

DO NOT OPEN – BID
Procurement subject: HYGIENE PACKAGES
REFERENCE NUMBER: 406-03/22-08/46

The packaging of the sample package should state:

**Hrvatski Crveni križ,
Ulica Crvenog križa 14-16
10000 Zagreb**

**Procurement subject: HYGIENE PACKAGES
REFERENCE NUMBER: 406-03/22-08/46**

**DO NOT OPEN – PART OF THE BID DELIVERED SEPARATLY
– SAMPLES OF HYGIENE PACKAGES**

The complete name and address of the Bidder should be indicated on the envelope/packaging for the purpose of recording the bids received or in case the bid is late so that it can be returned unopened to the Bidder.

If the envelope/packaging is not closed, sealed and marked as specified, PA bears no responsibility if the bid is opened prematurely.

5.15. Receiving offers

Every bid received on time is entered in the register of bids.

If an amendment and/or amendment to the bid has been submitted, the bid receives a new serial number according to the order of receipt of the last amendment and/or amendment to that bid. In this case, the bid is considered received at the moment of receipt of the last change and/or amendment.

The register of bids is drawn up and signed by an authorized person of PA.

A bid submitted after the deadline for the delivery of bids is not entered in the register of bids, it is recorded as a late bid and returned unopened to the sender without delay.

5.16. Opening of bids

Bids will be opened after the deadline for the submission of bids.

The opening of bids is not public.

5.17. Review and evaluation of bids

After the deadline for the submission of bids, PA will review and evaluate the content of the received bids in relation to the conditions of RFQ.

In the process of reviewing and evaluating bids, PA shall:

- Verification of the formal compliance of the offer with the terms of this RFQ
- Verification of fulfillment of conditions related to the subject of procurement and technical specifications, as well as fulfillment of other requirements, conditions and criteria established in the RFQ
- Evaluation of valid bids based on bid selection criteria

5.18. Decision on bid selection or annulment

The deadline for making a decision on selection or cancellation is 90 days from the deadline for submitting the bid.

PA makes a Decision on the selection of the most favorable bid, which will contain at least the name and address of the selected Bidder, the total value of the selected bid, with and without VAT, and the date of the Decision and the signature of the responsible person.

The customer will cancel the procurement procedure if:

- not a single bid was received;
- did not receive a single valid bid.

PA can cancel the procurement procedure if:

- the price of the most favorable offer is higher than the secured funds for the subject of procurement;
- during the procedure, it is determined that the Invitation to submit bids is deficient and as such does not enable effective conclusion of the contract (for example, RFQ contains incorrect quantities of procurement items, etc.);
- significant new circumstances have arisen related to the project for which the procurement procedure in question is being carried out.

In case of annulment of the procurement procedure, PA shall issue a Decision on annulment in which he shall at least state the subject of procurement for which the decision on annulment is made, the explanation of the reason for the annulment, the deadline by which he will initiate a new procedure for the same or similar procurement subject, if applicable, and the date of adoption and signature of the responsible person.

PA will inform all bidders about the final selection or cancellation of the procurement procedure, in writing in a verifiable manner.

5.19. Deadline, method and terms of payment

All payments will be made by PA to the business account of the selected Bidder.

The calculation and payment of the completed individual delivery of goods will be performed based on the submitted invoice in accordance with the actual delivered quantities of goods, and PA undertakes to make payment for the properly executed work within 30 days.

PA does not foresee the payment of an advance payment.

5.20. An unusually low price

If the offer contains an unusually low offer price or an unusually low individual unit price, which casts doubt on the possibility of delivering the goods that are the subject of procurement, the Client may reject such an offer. Before rejecting the offer, the Procurement authority will ask the Bidder in writing for an explanation with information on the constituent elements of the offer that it considers essential for the execution of the contract.

The Procurement authority will check the data on the constituent elements of the bid from the bidders explanation, taking into account the evidence provided.

6. FORMS AND ATTACHMENTS

Forms:

- 1) Form 1 Bid sheet - independent bidder

- 2) Form 1a Bid list – community of bidders
- 3) Form 2 Statement on the absence of reasons for the exclusion of the Bidder
- 4) Form 3 Bid cost sheet

Attachments:

- 1) Attachment 1 – Labels with the project logo for cardboard packaging
- 2) Attachment 2 – Package contents
- 3) Attachment 3 – Proposal of the Procurement Contract

Form 1

PROCUREMENT AUTHORITY: CROATIAN RED CROSS	SUBJECT OF SUPPLY: HYGIENE PACKAGES	REFERENCE NUMBER: 406-03/22-08/46
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BID SHEET

The economic entity in the bid submits a completed and signed (each page) bid sheet.

1. THE INDEPENDENT BIDDER PROVIDES THE REQUIRED INFORMATION

1. Name (company or abbreviated company name)

2. Headquarters and address

3. National identification number

4. Indication of whether the bidder is in the VAT system (write YES or NO)

5. Mail delivery address

6. E-mail

7. Bidder's contact person

8. Telephone number

Fax number

9. Authorized person for representation, signatory of the contract (enter first and last name and function)

2. BID PRICE

The bid price is expressed in HRK and EUR.

The price of the tender is written in numbers.

The price of the tender without VAT must include all costs (packaging, preparation and printing of package labels and lists, stacking packages, loading, delivery and unloading) and discounts.

Bid price without VAT	HRK	EUR
VAT 13%	HRK	EUR
VAT 25%	HRK	EUR
The price of the tender including VAT	HRK	EUR

(If the bidder is not in the value added tax system, the place provided for entering the VAT amount is left empty, and the same amount is entered in the place provided for entering the price of the offer with value added tax as entered in the place provided for entering the price without value added tax).

Place: _____	Signature and certification with the tenderer's seal
Date: _____	

PROCUREMENT AUTHORITY: CROATIAN RED CROSS	PROCUREMENT SUBJECT: HYGIENE PACKAGES	REFERENCE NUMBER: 406-03/22-08/46
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3. DEADLINE

The bidder hereby declares that he accepts:

- bid validity period: 90 days after the deadline for submitting tenders
- default deadline:
 - Conclusion of a contract for the purchase of goods for a period of 6 months
 - Delivery of the package delivery plan according to locations no later than 7 days from the day of receipt of the order, to the Customer for confirmation
 - The deadline for the delivery of goods is no later than 30 days from the date of confirmation of the package delivery plan by PA.
 - In case of exceeding the deadline, the selected bidder undertakes to pay PA a contractual penalty in the amount of 0.2% of the value without VAT for each calendar day of exceeding the deadline. The total amount of the agreed fine amounts to a maximum of 10% (ten percent) of the total agreed value of this Agreement.
- the payment term is up to 30 days from the date of receipt of a valid invoice issued on the basis of an individual delivery, and in accordance with the goods actually delivered.

4. DATA ON SUBCONTRACTORS

If the bidder intends to subcontract part of the contract to one or more subcontractors, he shall provide the necessary information in the tabular overview:

Name or company, headquarters, PIN (or national identification number according to the country of the economic entity's headquarters, if applicable) and IBAN and

- Subject, quantity, value of the subcontract and the percentage of the public procurement contract that is subcontracted

SUBCONTRACTOR'S NAME AND HEADQUARTERS	PIN	IBAN	WORK	PERCENTA GE	VALUE OF SERVICE PERFORMED

5. OTHER

By signing and notarizing, the bidder confirms that he is familiar with all conditions and requirements specified in the Call for Bids and submits the bid accordingly.

Place: _____ Date: _____	Signature and certification with the bidder's seal (of each member of the bidder's community or authorized representative) _____
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Appendix 1a

PROCUREMENT AUTHORITY: CROATIAN RED CROSS	PROCUREMENT SUBJECT: HYGIENE PACKAGES	REFERENCE NUMBER: 406-03/22-08/46
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BID SHEET

It is filled in in the case of a community of bidders, it is signed by each member of the community of bidders, or the authorized member/s.

1. THE BIDDER/COMMUNITY OF BIDDERS state the requested data

(The bidder community submits all data for each member of the bidder community with an indication in point 11 of the member of the bidder community who is authorized to communicate with the Client. In the event that the community consists of more members than the provided 3 places for registering members of the bidder community, add the required number rows)

1. Name (company or abbreviated company name)

1)
2)
3)

2. Headquarters and address

1)
2)
3)

3. National identification number

1)
2)
3)

4. IBAN

Bank

1)	1)
2)	2)
3)	3)

5. Indication of whether the bidder is in the VAT system (write YES or NO)

1)
2)
3)

6. Mail delivery address

1)
2)
3)

7. E-mail

1)

2)
3)

8. Bidder's contact person

1)
2)
3)

9. Telephone number

Fax number

1)	1)
2)	2)
3)	3)

10. Authorized person for representation, signatory of the contract (enter first and last name and function)

1)
2)
3)

11. U In the case of a community of bidders - indication of a member of the community of bidders who is authorized to communication with the Client and to whom the Client will deliver information, notifications, decisions and other.

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2. DATA ON THE PARTICIPATION IN THE CONTRACT OF MEMBERS OF THE OFFERING COMMUNITY

The joint offer must specify which part of the public procurement contract (subject, quantity, value and percentage) will be executed by each member of the community of bidders. The client signs the contract with all members and directly pays each member of the bidder community for that part of the public procurement contract that he executed, UNLESS the bidder community determines otherwise, about which he submits a written statement/agreement and fills in the information resulting from the attached statement/agreement here.

MEMBER OF THE COMMUNITY BIDDERS (NAME, HEAD OFFICE)	NATIONAL IDENTIFICATION NUMBER	IBAN	TYPE OF WORK	PERCENTAGE PART	VALUE OF SERVICES	CONTRACT SIGNER YES NO	NOTE TO WHICH MEMBER IT IS PAYING

3. TENDER PRICE

The price of the tender is expressed in HRK. The price of the tender is written in numbers.

The price of the tender without VAT must include all costs (packaging, preparation and printing of package labels and lists, stacking packages, loading, delivery and unloading) and discounts.

Tender price without VAT	HRK	EUR
VAT 13%	HRK	EUR
VAT 25%	HRK	EUR
The price of the tender including VAT	HRK	EUR

(If the bidder is not a part of the value added tax system, the space provided for entering the VAT amount is left empty, and the same amount is entered in the space provided for entering the price of the offer with value added tax as entered in the space provided for entering the price without value added tax)

4. DEADLINE

The bidder hereby declares that he accepts:

- tender validity period: 90 days after the deadline for submitting offers
- default deadline for work:
 - Conclusion of a contract for the purchase of goods for a period of 6 months
 - Realization of goods delivery through 5-6 orders
 - Delivery of the package delivery plan according to locations no later than 7 days from the day of receipt of the order, to the Customer for confirmation
 - The deadline for the delivery of the goods is no later than 30 days from the date of confirmation of the package delivery plan by the Procurement authority.
 - In case of exceeding the deadline, the selected tenderer undertakes to pay the Client a contractual penalty in the amount of 0.2% of the value without VAT for each calendar day of exceeding the deadline. The total amount of the agreed fine amounts to a maximum of 10% (ten percent) of the total agreed value of this Agreement.
- the payment term is up to 30 days from the date of receipt of a valid invoice issued on the basis of an individual delivery, and according to the goods actually delivered.

5. DATA OF SUBCONTRACTORS

If the tenderer intends to subcontract part of the contract to one or more subcontractors, he shall provide the necessary information in the tabular overview:

- Name or company, headquarters, national identification number according to the country of the economic entity's headquarters and IBAN and
- Subject, quantity, value of the subcontract and the percentage of the public procurement contract that is subcontracted

SUBCONTRACTOR'S NAME AND HEADQUARTERS	NATIONAL IDENTIFICATION NUMBER	IBAN	TYPE OF WORK	PERCENTAGE PART	VALUE OF SERVICES

6. OTHER

With their signature and certification, all members of the consortium of bidders declare that the guarantee for the seriousness of the offer has been submitted on behalf of all members of the community.

With their signature and certification, all members of the consortium of bidders confirm that they are jointly and severally responsible for the orderly fulfillment of the goods procurement contract in the event that their bid is selected.

By signing and notarizing, the bidder community confirms that it is familiar with all the conditions and requirements specified in the RFQ and submits the bid accordingly.

Place: _____ Date: _____	Signature and certification with the bidder's seal (of each member of the bidder's community or authorized representative)
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Form 2

STATEMENT ON BUSINESS ETHICS

which I:

(name and surname, address)

as an authorized person to represent the economic entity:

under material and criminal liability, I declare:

- that no final verdict has been made against me personally or against the above-mentioned business entity that I represent for the criminal offense of participation in a criminal organization, corruption, fraud, terrorism, terrorist financing, money laundering, child labor or other forms of human trafficking;
- that the above-mentioned business entity has fulfilled all obligations to pay due tax obligations and obligations for pension and health insurance;
- that no false information has been provided or false information has been provided regarding the conditions that the client stated as reasons for exclusion or qualification conditions;
- that the above-mentioned business entity is not bankrupt, insolvent or in the process of liquidation, that the property is not managed by a bankruptcy trustee or a court, that it is not in settlement with creditors, that it has not suspended business activities, that it is not in any similar situation resulting from a similar procedure according to national laws and regulations;
- that in the last two years until the start of the procurement procedure, no serious professional misconduct has been committed, which the Client can prove in any way;
- that the products and services offered by the Provider were not created in processes in which child labor was used.

In _____, _____ 2022.

.....
(signature of an authorized person)

Notes:

The statement must not be older than three months counting from the day the procurement procedure began

The statement must be signed by an authorized person

Appendix 3

Appendix 3 of the RFQ Cost Sheet is in a separate document that is attached to this RFQ and is an integral part of it.



**HYGIENE PACKAGE
CROATIAN RED CROSS
PACKAGE A**



**HYGIENE PACKAGE
CROATIAN RED CROSS
PACKAGE B**



**HYGIENE PACKAGE
CROATIAN RED CROSS
PACKAGE C**

Appendix 2

Package contents



HYGIENE PACKAGE

A

HYGIENE PACKAGE A – Family hygiene package for private accommodation

ITEM	UNIT OF MEASURE	AMOUNT
1. Liquid hand soap, 1 l	piece	1
2. Hair shampoo intended for all hair types, 1 l	piece	1
3. Shower gel, 600 ml	piece	1
4. Toothpaste, 75 ml	piece	1
5. Powder or liquid for washing clothes at low or high temperatures (30 do 90°C) – 3 kg	piece	1
6. Toothbrush	piece	1
7. Toilet paper, double-layer, 100% cellulose, pack 10/1	piece	1
8. Liquid for manual dishwashing, 500 ml	piece	1
9. Cleanser and disinfectant for sanitation, 750 ml	piece	1
10. Bleacher and disinfectant for rooms, 1 l	piece	1
11. Universal non-abrasive floor cleaner, 500 ml	piece	1
12. Abrasive cleaner for kitchen work surfaces, 500 ml	piece	1

Your Croatian Red cross!





HYGIENE PACKAGE

B

HYGIENE PACKAGE B – Package for children aged 0-3 years

ITEM	UNIT OF MEASURE	AMOUNT
1. Baby wipes – package 80/1	piece	1
2. Baby shampoo, 500 ml	piece	1
3. Baby cream, 200 ml	piece	1
4. Baby diapers up to 18 kg – package 40/1	piece	1

Your Croatian Red cross!





HYGIENE PACKAGE

C

HYGIENE PACKAGE C – Family hygiene package for organized accommodation

ITEM	UNIT OF MEASURE	AMOUNT
1. Liquid hand soap, 1 l	piece	1
2. Hair shampoo intended for all hair types, 1 l	piece	1
3. Shower gel, 600 ml	piece	1
4. Toothpaste, 75 ml	piece	2
5. Toothbrush	piece	2
6. Liquid for manual dishwashing, 500 ml	piece	1
7. Universal non-abrasive floor cleaner, 750 ml	piece	1

Your Croatian Red cross!



Proposal of the Procurement Contract

CROATIAN RED CROSS, Ulica Crvenog kriza 14, Zagreb, OIB: 72527253659, represented by the Executive President Robert Markt (hereinafter: Procurement Authority), and

_____, Zagreb, OIB: _____, represented by the director/president of the Management Board/... _____ (hereinafter: Supplier) they make

CONTRACT ABOUT PURCHASE AND SALE OF HYGIENE PACKAGES

SUBJECT OF THE CONTRACT

Article 1.

(1) This contract is concluded on the basis of the completed procurement procedure, as part of the project "Emergency Appeal MDR66001 Ukraine and impacted countries" financed by the Decision on the selection of the bid from _____.

(2) This Contract regulates the mutual relations, rights and obligations of the Client and the Supplier in the execution of the subject of the Agreement according to the Call for Bids in the procurement of hygiene packages and the bid of the selected Supplier number _____ (hereinafter: Bid), which is an integral part of this Agreement .

(3) The supplier undertakes to deliver roughly 31,730 hygiene packages (hereinafter: Goods), namely: 25,500 Packages A - Family hygiene package for private accommodation, 2,880 Packages B - Hygiene packages for children aged 0-3, and 3,350 Packages C – Family hygiene package for organized accommodation.

(4) PA reserves the right to order a smaller or larger quantity of hygiene packages at the unit prices expressed in the RFQ Cost Sheet, which is an integral part of this contract, up to the estimated value of the purchase at the most.

(5) During the execution of this Contract, within the framework of the agreed prices and approximate quantities, the supplier undertakes to ensure flawless quality, packaging method, transport method and other parameters related to the production, transport and placing on the market of hygiene and cosmetic items, and in accordance with the valid positive regulations of the Republic of Croatia.

TYPE, DEADLINE, PLACE AND METHOD OF DELIVERY OF GOODS

Article 2.

(1) The Supplier undertakes to deliver the Goods to PA in accordance with all the requirements stated in the technical specifications contained in the RFQ Cost Sheet, conditions and requirements from the Request for Quotation and their selected Bid.

(2) PA and the Supplier enter into this Agreement for a period of six (6) months and will deliver the Goods through 5-6 orders.

(3) PA will issue an order for a single delivery with stated package quantities, delivery locations and other information in written form via electronic mail.

(4) Within 7 days from the date of receipt of the individual order, the Supplier undertakes to submit to PA the confirmation for package delivery plan by location.

(5) The Supplier undertakes to deliver the Goods in accordance with the individual order no later than 20 days from the date of confirmation of the delivery plan by PA.

(6) In case of non-compliance with the beginning of the delivery period and the period for the entire delivery specified in points 5 and 6 of this article, i.e. a delay in the delivery of the Goods, a penalty in the amount of 0.2% of the total value of the individual order of the Goods will be charged to the Supplier VAT) for each calendar day of delay. At the same time, the total amount of the contractual penalty may not exceed the amount of 10% of the total value of the Agreement.

(7) PA reserves the right to change an individual order, about which he is obliged to inform the Supplier in writing immediately, at the latest before the confirmation of the Goods delivery plan.

(8) The supplier is fully responsible for the transportation and delivery of the Goods that are the subject of this contract.

(9) PA undertakes to inform the Supplier of the logistics capacity and the possibility of receiving the Goods by the recipient already with the first order, so that the Supplier can adjust the type of vehicle and the method of delivery of the Goods to the specified delivery location.

(10) The supplier undertakes to deliver the goods in packages according to types A, B and C, packed in appropriate packaging stacked according to the types of packages on pallets of standard dimensions, and to ensure that the packages are unloaded from the delivery vehicle. PA undertakes to return the pallets with each subsequent delivery or after the completion of the entire delivery, and at the latest until the completion of the project, which the Supplier can claim no later than 15 days from the date of expiry of this contract.

(11) The Supplier undertakes to mark the Goods during packaging with the markings established in RFQ. There must be a prescribed label on the outside of each hygiene package and a list of items in the package with each package.

(12) Quantitative and qualitative acceptance of the Goods will be performed by the PA's representatives at the recipient's addresses according to the Supplier's delivery documents and in accordance with the individual order.

(13) If the quantity of the delivered Goods corresponds to the quantity requested, the authorized person of the PA at the address of the recipient clearly writes the name and surname on the delivery document and signs and keeps one copy of the delivery document.

(14) In the event that a qualitative and/or quantitative defect in the Goods is determined during the takeover, the PA is obliged to draw up a record of the established fact and submit it signed and certified to the Supplier for the purpose of complaints and for the purpose of remedying the defect.

(15) The supplier undertakes to correct, eliminate, or compensate for the observed defect no later than within 2 (two) days from the day of receipt of the complaint.

(16) The client will take delivery of the delivered goods only if they are in accordance with the specifications in the contract price list. Changes in the contents of the package are possible only with the written approval of the Client, and at the request of the Supplier. The customer will accept changes in the contents of the package only if the items offered with the change are qualitatively and quantitatively equal or better compared to the contents of the package from the selected offer, and the reasons for the need for the change are explained in detail. No approved change in the contents of the package may result in a change in the unit price of the offered item without VAT.

PRICE, DEADLINE AND METHOD OF PAYMENT

Article 3.

(1) PA and the Supplier agree that the total price of the contracted Goods for the quantities referred to in Article 1, Paragraph 2 of this Agreement may amount to a maximum of:

_____ HRK without VAT
(in letters: _____ kuna _____ linden)

respectively

_____ HRK in total with VAT
(in letters _____ kuna _____ linden)

according to the unit prices of the hygiene package stated in the RFQ Cost Sheet as follows:
- for PACKAGE A – Family package for private accommodation _____ (in letters)
HRK without VAT,

- for PACKAGE B – Hygiene package for children from 0 to _____ (in letters)
HRK without VAT,
- for PACKAGE C – Family package for organized accommodation _____ (in letters)
HRK without VAT.

(2) In the event of a change in national legislation related to VAT rates, the unit prices of packages without VAT specified in paragraph 1 of this article may not be changed. PA reserves the right to increase the number of packages, i.e. to order larger quantities of Goods in the value of the difference resulting from the savings achieved in the event of a possible reduction in the VAT rate, up to the total value of the contract with VAT specified in paragraph 1 of this article.

(3) The agreed price from paragraph 1 of this article includes all costs of the Supplier related to packaging, preparation and printing of package labels and lists, stacking of packages, loading, delivery and unloading). The agreed unit prices from the RFQ Cost Sheet are unchanged for the entire duration of this contract. It is assumed that the Supplier has studied the valid regulations in the Republic of Croatia that relate to his business, especially those that relate to his obligations to pay fees, taxes (except VAT) and other duties, and that based on them he will not and cannot request a change in the total contracted price. Value added tax for delivered goods will be calculated according to the applicable legal regulations.

(4) PA shall pay the Supplier for the Goods actually and properly delivered.

(5) Upon completion of properly executed deliveries per order from this Agreement, the Supplier is obliged to issue an invoice to PA in accordance with the regulations governing the issuance of invoices.

(6) Payment for the delivered Goods is made by payment to the Supplier's account IBAN number: HR_____ opened at _____ bank, within 30 (thirty) days from the day of the duly completed individual delivery of the Goods.

(7) Good execution of the contract means the fulfillment of all obligations of the Supplier from this contract, that is, that the contracted deliveries of the subject goods are carried out in the agreed quality and within the agreed deadlines, and any defects are completely eliminated.

(8) Advance is excluded.

(9) The Supplier undertakes to deliver additional quantities of Goods from Article 1, paragraph 3 to PA at the unit prices from the Bid and based on an individual order.

GUARANTEE FOR PROPER PERFORMANCE OF THE CONTRACT

Article 4.

(1) Within fifteen (15) days from the date of conclusion of this contract, the supplier undertakes to hand over to the customer a guarantee for the orderly fulfillment of the

contract in the amount of ten percent (10%) of the total agreed without VAT in the form of a blank promissory note or promissory note or irrevocable and unconditional bank guarantee for the orderly performance of contractual obligations payable in favor of PA "at first call" and "without objection".

(2) The duration of the guarantee for the proper fulfillment of this contract must be valid for 30 (thirty) days after the fulfillment of all contractual obligations. The guarantee for proper fulfillment will be charged by PA if any of the following cases of non-fulfillment of the provisions of this contract, i.e. contractual obligations, occur:

- non-delivery of ordered goods,
- non-compliance with delivery deadlines,
- calculation of prices that are not contracted,
- non-compliance with the quality and quantity of the relevant Goods specified in the tender price list
- non-compliance with the agreed way of packing the Goods,
- failure to comply with PA's requirements regarding the place and method of delivery of the Goods.

(3) In the event of a breach of the contractual obligations from the previous paragraph of this article, PA will issue a warning to the Supplier demanding that the omission be corrected within the given time.

(4) In the event that the Supplier does not correct the omission within the deadline given in the warning, PA shall charge a guarantee for the orderly fulfillment of the contract and may also decide whether to terminate the contract or to maintain it in force, of which it shall notify the Supplier in a timely manner.

(5) If the guarantee for the proper fulfillment of the Contract has been charged, and the contract has not been terminated, the Supplier is obliged to deliver a new guarantee to PA within 10 (ten) days from the day of the delivery call. Otherwise, PA will terminate the contract.

SUPERVISION

Article 5.

1) The contracting parties agree that PA reserves the right to give proposals, instructions and remarks to the Supplier in connection with the implementation of the contracted work.

(2) The contracting parties are obliged to communicate with each other in writing or by electronic mail, and the contact information of both contracting parties will be exchanged immediately upon conclusion of this Agreement.

(3) In the event of a change in any data for sending notifications and communication, the Contracting Parties undertake to notify the other party in writing without delay.

CONFIDENTIALITY OF DATA

Article 6.

(1) The supplier undertakes to keep all information that he learns during the implementation of this contract confidential, i.e. not to make it available to third parties in whole or in part, duplicate it, use it or distribute it for other purposes, except for the purpose of implementing this contract. This obligation of the Supplier remains permanent, even after the expiration of this contract.

CONTRACT TERMINATION

Article 7.

(2) The contracting parties agree that the validity of this Agreement can be terminated before the expiration of its validity period by agreement of the contracting parties, or in the event of the following circumstances:

- if it is not possible to fulfill contractual obligations due to force majeure,
- if there is no longer a need to deliver the Goods,
- if any contractual party does not fulfill contractual obligations,
- in the cases specified in Article 4, paragraphs 2, 4 and 5 of this Agreement.

(2) In case of termination of this Agreement before the expiration of its validity period, the contracting parties retain all rights and obligations that arose during the validity of this Agreement.

FINAL PROVISIONS

Article 8.

(1) The relevant documentation for this Agreement is:

- Request for Quotation from
- Decision on the bid selection of
- Bid number _____ of _____
- guarantee for proper fulfillment of the contract,
- RFQ Cost Sheet.

Article 9.

(1) The supplier guarantees and undertakes that he has not committed any of the following actions, and that he will not commit, nor will any person act with his knowledge or consent commit any of these actions, namely:

- offering, giving, receiving or asking for any inappropriate benefits that would influence the actions of the PA's employees, in connection with the procurement process or the implementation of this contract;
- any act that inappropriately influences or attempts to influence the procedures of procurement or implementation of this contract to the detriment of the PA.

(2) The Supplier undertakes to inform the PA if it learns any information or fact that points to the possibility of committing any of the aforementioned acts.

Article 10.

(1) The contracting parties will try to resolve all possible disputes arising from this contract amicably. If they fail to do so, all disputes arising from this contract and in connection with it, including disputes related to questions of its valid creation, violation or termination, as well as the legal effects arising from it, will be finally resolved in the jurisdiction of the competent court in Zagreb.

Article 11.

(1) PA and the Supplier have agreed that everything that is not expressly stated in this contract, the corresponding provisions of the applicable regulations shall apply.

Article 12.

(1) This contract is made in 5 (five) identical copies, each of which has the force of an original, of which 3 (three) copies are for PA and 2 (two) for the Supplier.

REFERENCE NUMBER: _____

DOCUMENT NUMBER: _____

IN Zagreb, __. ____ 2022.

for Procurement Authority
Robert Markt, Executive President

For the Supplier
_____, director
