



Embassy of the Republic of Croatia in the Kingdom of the Netherlands  
Surinamestraat 11, NL-2585 GG Den Haag  
tel. (+31-70) 362-3638  
e-mail: vrhhaag@mvp.hr

Klasa: 406-01/23-02/1  
Ur. broj: 521-NLD-01-23-4  
Den Haag, 12 September 2022

## INVITATION TO SUBMIT AN OFFER

Please send us your valued offer for:

Name of the subject of procurement: Execution of renovation works on the exterior of the Embassy of the Republic of Croatia in the Kingdom of the Netherlands, Groot Hertoginnelaan 30, 2517 EG.

By submitting his bid, the Offeror fully and without any restrictions accepts all conditions from this Invitation to submit a bid. An offer is a written statement of the Offeror's willingness to deliver goods, provide services or perform works in accordance with the conditions and requirements specified in the Invitation to submit an offer.

### 1. INFORMATION ABOUT THE CLIENT

Name: Embassy of the Republic of Croatia  
Headquarters: The Hague  
Address: Surinamestraat 11, NL-2585 GG, Den Haag  
Telephone number: +31 70 362 3638  
E-mail address: vrhhaag@mvep.hr

The Client is not in the PDV-VAT system.

Information about the person in charge of communication with Offerors:

Contact person: Frédérique Sonnemans, Royal Haskoning DHV  
Phone: +31 6 132 58 748  
e-mail: [frederique.sonnemans@rhdhv.com](mailto:frederique.sonnemans@rhdhv.com)

### 2. DESCRIPTION OF THE PROCUREMENT ITEM

The subject of procurement is the implementation works of the renovation of the Embassy of the Republic of Croatia building in Groot Hertoginnelaan 30, 2517 EG in accordance with the technical description and accompanying attachment (attachment IV and V) prepared by the consulting company Royal Haskoning DHV.

The works are clearly, completely and neutrally described in the technical description and accompanying attachment as an integral part of this Invitation. Interested Offerors can download the documentation by submitting the request for download to the person in charge of communication with Offerors.

The technical description and accompanying attachment of the works is delivered to the interested Offeror in digital form together with the Invitation to Submit Bids.

The subject of procurement consists of the following works:

a. Construction and crafts works

It will be considered that the Offeror, before submitting the bid, is fully familiar with the object and the location where the works will be performed, with all the conditions for the execution of the works and the valid regulations that affect the execution of the procurement subject according to this call for bid submission, its attachments, and with project documentation and associated descriptions.

The contract for the performance of the works ends after the handover minutes have been accepted and certified by the supervisor and the contracting parties (the Contractor and the Client) and all the defects listed in the handover minutes have been eliminated.

b. Technical specification

The Offeror is obliged to carefully study the technical specification and familiarize himself with all the requests of the Client and submit the offer in accordance with the notes and the requested conditions. It describes the Client's requirements regarding the conditions for performing construction works that must be met in the offer in order for the offer to be valid.

The requirements of the technical specifications of the procurement items, their type, quality and quantity are fully stated in the price list of works.

c. Technical description

The tenderer should make its own estimate of the quantities to the extent not mentioned in the Technical description. The product listed in the technical description of this call for tenders is considered offered if the Offeror does not list other products in the place provided for that in the Estimates. All products that are described in the Price List along with the trade mark/brand are accompanied by the wording "or equivalent".

The Offeror is obliged to offer proof of equivalence. This evidence can be technical specifications and manufacturer's technical sheets, catalogues, etc. for the purpose of evaluating whether the attached products have the required product characteristics. If the submitted evidence of equivalence cannot be compared with the parameters from the description of the item in the technical description, the evidence of equivalence will not be accepted as compliant.

If the Offeror does not complete the Price list in accordance with the requirements of this call for bid submission or changes the text or quantities specified in the technical description, such cost estimate will be considered incomplete and invalid and the bid will be rejected.

When filling out the Price List, the Offeror will offer a unit price for each individual item from the price list, and calculate the total price of the item as the product of the quantity of the item and the unit price of the item. The price of the offer with VAT represents the sum of the total prices of the price list.

d. Place of execution of works:

The place of work is the business premises of the Embassy of the Republic of Croatia at Groot Hertoginnelaan 30, The Hague.

e. Visit to the facility and information on bodies from which the Offeror can obtain valid information about obligations

The Client will allow interested Offerors to visit the facility, with prior written notice from interested Offerors min. 48 hours earlier to the communication address specified in the Invitation to Bid. The announcement must contain information about the Offeror, i.e. name and address, JIB/IDB or national identification number, contact telephone number, contact person and e-mail address. In this way, the location can be visited during the Client's working hours, any working day including the working day preceding the deadline for the submission of offers. On the day when the deadline for the submission of bids expires, the Client will not provide a tour of the location.

An interested Offeror can inspect the future construction site and the surrounding area. If the Offeror does not carry out an inspection, it will be considered that he is familiar with the condition and special conditions of the location.

#### f. Summary of Additional Information and Changes

You may submit your questions in the model questions Note of Enquiry (Attachment III) and send them by email to Frédérique Sonnemans, frederique.sonnemans@rhdhv.com

The deadline for submitting questions is Friday, 22 September 2023 until 2pm.  
Questions will be answered by Friday, 29 September 2pm at the latest, by email.

### **3. DEADLINE FOR EXECUTION OF THE CONTRACT/PERFORMANCE OF WORKS**

After the assignment is granted, you should start the work within a foreseeable time, but within 1 month at the latest.

The deadline for the execution of the procurement item is a maximum of 120 days from the day of introduction into the business.

We ask you to provide an overview planning with your offer.

The deadline for the execution of the works determined by this Call for Tenders can exceptionally be extended in cases where, due to significantly changed circumstances, force majeure or non-fulfilment of the Client's obligations, the Contractor was prevented from performing the works, in which circumstances he is obliged to request in writing an extension of the deadline for the completion of the works until the termination circumstances.

Changed circumstances are considered to be circumstances that occur after the conclusion of the Agreement, the occurrence of which the Contractor could not foresee at the time of the conclusion of the Agreement, and are of such a nature that the Contractor was prevented from executing the Agreement within the written deadline. The reason for the extension of the deadline for the execution of the Contract can only be those changed circumstances that the Contractor did not cause himself or for reasons for which the Client is responsible.

### **4. CONTRACT PENALTY**

If due to the fault of the contractor, the deadline for the execution of the contract is exceeded, the Client has the right to charge the contractor a contractual penalty for the delay. The Client's right to a contractual penalty does not affect the other rights he has under the Contract.

The contractual penalty is determined in the amount of 0.1% of the total contracted price without VAT for each day of exceeding the deadline, with the fact that the total contractual penalty cannot exceed 10% of the total contracted price without VAT.

In the event that the contractual penalty on the basis of delay reaches the maximum amount of 10% (ten percent) of the total contracted value of the works and in the event that the contractor continues to be late with the performance of obligations under the Agreement, the Client is authorized to terminate the agreement.

The due amount of the contractual penalty can be collected by the Client in a way acceptable to the Client:

- when paying the invoice, the amount for the completed works from the submitted invoice is reduced by the amount of the contractual penalty, of which the Supplier is obliged to inform the Supplier in writing beforehand, or
- submit in writing to the Supplier a decision on the collection of the contractual penalty, on the basis of which the Supplier is obliged to pay the amount of the contractual penalty to the state budget within 7 (seven) days, or
- by activating the guarantee for the orderly fulfilment of the contract.

If, due to the contractor's delay, the Client suffers damage that is greater than the maximum allowed amount of the contractual penalty, he has the right to demand the difference up to the full compensation for the damage, which he has the right to collect from the guarantee for the proper fulfilment of the contract.

The Client will not charge a contractual penalty if the delay is due to force majeure.

## **5. FORCE MAJOR**

The executor is released from responsibility in the case of impossibility of fulfilment as well as in the case of delay if he proves that he could not fulfil his obligation, i.e. that he was late in fulfilling his obligation due to external, extraordinary and inviolable circumstances that arose after the conclusion of the Public Procurement Agreement that he could not prevent, eliminate or avoid.

The Client does not have the right to collect a guarantee for the orderly execution of the contract, that is, he does not have the right to collect a contractual penalty due to non-execution and/or irregular execution of contractual obligations by the Executor, if and to the extent that his non-execution and/or irregular execution of contractual obligations is the result of "force majeure".

In the event of "force majeure", the Executor is obliged to inform the Client in writing of the occurrence of the same immediately after becoming aware of it within no longer than 7 (five) days after becoming aware, with the delivery of appropriate evidence if necessary, otherwise the appeal to "force majeure" will not be recognized force".

If due to the occurrence of "force majeure" there is an extension of the terms of performance of the service, the Client may terminate the contract by means of a written notification.

Force majeure means an exceptional event or circumstance.

Force majeure includes the following:

- war, hostilities (whether announced or not), invasions, attacks by foreign enemies;
- rebellion, terrorism, revolution, uprising, military or usurped power or civil war;
- riots, riots, riots, strikes or suspension of work by persons who do not belong to the Contractor and its subcontractors;
- natural disasters such as earthquakes, hurricanes, typhoons or volcanic activity,
- those pandemics.

## **6. MANDATORY CONDITIONS FOR PARTICIPATION IN THE PROCUREMENT PROCEDURE**

The Offeror must prove that:

1) has not been convicted by a final judgment in criminal proceedings for criminal acts of organized crime, corruption, fraud or money laundering, in accordance with the applicable regulations in the Kingdom of the Netherlands or the country in which he is registered;

as evidence in the offer, an extract from the criminal records of the Court of the Kingdom of the Netherlands and an extract from the competent court according to the Offeror's headquarters, that he has not been convicted in criminal proceedings by a final verdict for criminal offenses of organized crime, corruption, fraud or money laundering, in accordance with the regulations in force in the Italian Republic or the country in which it is registered;

Note: The Offeror is obliged to submit a certificate issued by the Court of the Kingdom of the Netherlands, as well as a certificate from the competent court according to its seat, from which it is evident that no final judgment has been pronounced against him in criminal proceedings.

The evidence submitted by the selected Offeror cannot be older than three months, counting from the moment of submission of the bid. Namely, the selected Offeror must fulfil all conditions at the time of submitting the bid, otherwise it will be considered that he has made a false statement.

2) In order to prove the ability to perform professional activities, the Offeror is obliged to prove that he is registered to perform activities related to the subject of procurement.

As proof, the relevant Decision on registration in the court register, a current extract from the court register or another equivalent document, which confirms that the Offeror is registered to perform a professional activity with a certification date no older than 3 months from the date of submission of bids, will be taken into account.

In the case of a group of Offerors/subcontractors, each member of the group/all subcontractors individually submits evidence of fulfilment of the mandatory conditions for participation in the procurement process.

The offer of a Offeror who does not submit proof of fulfilment of the mandatory conditions for participation in this procurement procedure will be rejected.

## **7. PROVISIONS ON OFFEROR'S ABILITY**

Professional technical ability

1) proof of possession of a valid license, namely:

- - Certification for working on monumental buildings, BRL3000 or being able to submit 3 reference projects;

If the Offeror does not provide the above evidence of ability, his bid will be rejected as incomplete.

If necessary, the offer can also rely on the ability of other subjects, regardless of the legal nature of their mutual relations. In this case, the Offeror must prove that he will have available the resources necessary

for the execution of the contract and attach evidence of this (for example, a statement of acceptance of the obligation of other entities to make the resources available, a mutual agreement, etc.).

#### Provisions related to the group of Offerors

Several economic entities/Offerors can join together and submit a joint offer, regardless of the arrangement of their mutual relationship. The offer must state that it is the offer of a group of Offerors.

The offer of the group of Offerors must contain data for each individual member of the group of Offerors (name and seat, address, JIB/IDB or national identification number according to the country of the headquarters of the group of Offerors, account number, indication of whether the member of the group / Offeror is in the VAT system a, postal delivery address, e-mail address, telephone number, fax number and contact), as specified in the bid sheet, with the mandatory indication of the member of the group of Offerors who, on behalf of the group of Offerors, is authorized to communicate with the Client.

It must be clear from the offer itself which part of the procurement contract (item, quantity, value and percentage) will be performed by each member of the group of Offerors. In the event that the offer of a group of Offerors is selected in this procurement procedure, each member of the group of Offerors will issue an invoice to the Client for the completed part of the procurement contract that he specified in the offer/contract, and the Client will pay directly to each member of the group of Offerors, if the group of Offerors is not specified otherwise.

If a joint offer is selected, the ordering party may, after selection, require a certain legal form/act from the group of Offerors to the extent that this is necessary for the satisfactory execution of the contract. The specified legal form/act must be signed and certified by all members of the Offeror group.

The responsibility of each member of the group of Offerors is joint and several.

A Offeror who submitted a bid independently may not participate in a joint bid at the same time.

All members of the group of Offerors sign the bid and/or it is signed by the holder of the joint bid, if the members of the group of Offerors jointly determine this.

#### Provisions relating to subcontracting

If the Offeror intends to subcontract part of the public procurement contract to one or more subcontractors, then in the offer and later in the procurement contract, he must provide the following information:

- work to be performed by the subcontractor,
- data on the subcontractor (name, company, abbreviated company, registered office, JIB/IDB, transaction account number and name of the bank where it is kept.).
- subject, quantity, value of the subcontract, place and term of performance of works.

The participation of subcontractors does not affect the responsibility of the Offeror for the execution of the public procurement contract.

#### Important note:

The contractor must conclude contracts with the subcontractors, before the start of the works that he entrusted to them and which they will perform, and deliver them to the Client without delay, and the Client is obliged to immediately pay for the works that the subcontractor will perform.

The selected tenderer will be obliged to attach the invoices or situations of his subcontractors that he has previously confirmed to his invoice or situation.

The participation of subcontractors does not affect the responsibility of the Contractor for the performance of the contract.

During the performance of the public procurement contract, the selected tenderer may not submit a written request to the Client for:

- a) by changing the subcontractor for that part of the public procurement contract that was previously subcontracted,
- b) taking over the execution of the part of the procurement contract that was previously subcontracted,
- c) the introduction of one or more new subcontractors whose total share may not exceed 30% of the value of the procurement contract, which he previously subcontracted or not.

Along with the request for issuing the Client's consent under a) and c), the selected tenderer must provide the Client with information on:

- data on the subcontractor (name, company, abbreviated company, registered office, JIB/IDB, transaction account number and name of the bank where it is kept.).
- subject, quantity, value of the subcontract, place and term of performance of works.

All required documents and evidence of ability can be attached in uncertified copies. An unauthenticated printout of an electronic document is also considered an unauthenticated copy. In case of doubt as to the veracity of the data specified in the submitted documents, the Client, in order to verify the veracity of the data, will ask the Offeror to submit the originals or certified copies of these documents within a reasonable period of time and/or will contact the issuer of the document and/or the competent authorities.

Clarification and completion of documents and elements of the offer

In the process of reviewing and evaluating bids, the ordering party may invite the Offeror to clarify or complete the documents and evidence required by this invitation to remove errors, deficiencies or ambiguities that can be removed. Documents that are or appear to be unclear are considered errors, omissions or ambiguities. The Client will give the Offerors an acceptable deadline to clarify individual elements of the bid in the part that refers to the offered procurement item. Clarification of the offer must not result in a change of the offer.

## **8. INFORMATION ABOUT THE OFFER**

The offer contains at least:

- a) Completed bid sheet (form: Bid sheet – Attachment I of this Call for bid submission with completed Appendices I and/or II to the bid sheet if necessary),
- b) Completed price list of works,
- c) Documents as proof of fulfilment of the mandatory conditions for participation in the procurement procedure (Attachment II),
- d) Requested evidence of ability,

The offer is made in a way that makes it whole. If, due to scope or other objective circumstances, the offer cannot be made as a whole, then it is made in two or more parts.

The offer is bound in such a way as to prevent the subsequent removal or insertion of the sheets (e.g. by the guarantor - with a ribbon, both ends of which are attached on the last side with a sticker over which the Offeror's seal is printed in such a way that it includes part of the last page of the offer and part of the attached label).

If the offer is made in two or more parts, each part is bound in such a way as to prevent subsequent removal or insertion of sheets.

The pages of the offer are marked with a number in such a way that the serial number of the page and the total number of pages of the offer are visible (e.g. 1/25 or 25/1). When the offer is made of several parts, the pages are marked in such a way that each subsequent part begins with a serial number that continues to the serial number of the page with which the previous part ends. If part of the offer is originally numbered (for example, catalogues), the Offeror does not have to renumber that part of the offer.

The corrections in the offer must be made in such a way that the corrected text remains visible (legible) or demonstrable (e.g. erasure, coating or removal of letters or prints is not allowed). Corrections must be confirmed by the tenderer's signature along with the date of correction.

Criterion for the selection of the offer

1. The criterion for selecting the offer

The criterion for selecting the offer is the economically most favourable offer, price 100%.

## 9. METHOD OF DELIVERY OF THE OFFER

**The deadline for submitting the offer is Monday, 11 October 2023 until 4:00 p.m.**

The offer is delivered in a sealed envelope to the customer's address specified in the invitation to deliver the offer. Offers are submitted directly to the customer's address or by registered mail to the customer's address, in a sealed envelope that must be marked

- on the front of the envelope:

Embassy of the Republic of Croatia  
Surinamestraat 11, NL-2585 GG, Den Haag

PERFORMANCE OF WORK ON THE ADAPTATION OF THE BUILDING OF THE EMBASSY  
OF THE REPUBLIC OF CROATIA IN THE KINGDOM OF THE NETHERLANDS - THE HAGUE  
"DO NOT OPEN"

- on the back of the envelope:

Offeror's name and address

The Offeror independently determines the method of delivery of the offer and bears the risk of possible loss or untimely delivery of the offer. A confirmation of receipt of the offer will be issued for directly delivered offers. The cost of creating and submitting the offer is fully borne by the Offeror. Offers submitted after the specified deadline, as well as those that are not sealed or incomplete, will not be considered.

## 10. WARRANTIES

The Offeror whose offer is selected as the most favourable is obliged to deliver to the ordering party within 10 days of concluding the contract on public procurement:

- Guarantee for proper fulfilment of the Agreement. The contractor is obliged to deliver to the Client an irrevocable and unconditional payment on first call, a bank guarantee in the amount of 10% of the contracted value without VAT.

Guarantee for the elimination of defects within the guarantee period. The contractor is obliged no later



than 24 hours before the expiration date of the Guarantee for the orderly fulfilment of the Contract to deliver to the Client an irrevocable, unconditional bank guarantee payable at the first call in the amount of 10% of the value of the performed works, in the event that the Client does not fulfil the obligation to eliminate defects within the guarantee period on the basis of a guarantee or on the basis of compensation for damages.

The guarantee for the works in question amounts to a minimum of 5 years, or as long as stated in the technical description.

The deadline for making a decision on the selection is 10 days from the day the bids are opened.

The Client will enter into a contract with the selected Offeror on the execution of renovation works of the Embassy of the Republic of Croatia in the Kingdom of the Netherlands in The Hague, with a validity period of up to 120 days.

Payment 30 days from the date of delivery of the invoice for delivered temporary monthly situations certified by the supervisory body and 30 days from the date of delivery of the invoice of the final settlement, all according to the actual quantities, certified by the Supervision of Works to be carried out after technical acceptance. The unit price must be fixed for the duration of the contract.

All provisions of the Ordinance on public procurement in diplomatic missions and consular offices of the Republic of Croatia abroad are applied to this tender, Official Gazette 69/2017 (July 14, 2017).

We await your valued offer and we warmly welcome you.



*Dubravka Plejić Marković*

Dubravka Plejić Marković, Ambassador

#### ATTACHMENTS:

- I - Registration Note (Inschrijfbiljet),
- II - Self Declaration (Eigen verklaring),
- III. - Model bill of Information (Bijlage 3: model nota van inlichtingen),
- IV - Report - Technical description, maintenance exterior,
- V. - Report - Attachments to the technical description,
- VI - Draft Acceptance Agreement,
- VII - Control of the roof construction,
- VIII - Asbestos inventory report.