

## **DOCUMENTATION RELATED TO AWARDING A PUBLIC CONTRACT**

**SUBJECT MATTER OF THE TENDER: SUPPLIES**

### **SPINAL CORD AND DEEP BRAIN STIMULATION SYSTEMS**

**The public procurement was published on the public procurement portal on 04.02.2019, under the publication number JN000593/2019-B01 and in the Official Journal of the EU on 05.02.2019, publication number 2019/S 025-054697.**

Vsebina:

- A) Invitation to tender
- B) Instructions to tenderers for the development of the tender
- C) » Instructions for working with the program »Javna naročila UKC«
  - 1) Tender form (OBR-1)
  - 2) Draft framework agreement (OBR-2)
  - 3) Consent for obtaining personal data (OBR -3)
  - 4) Specifications of the contracting authority requirements
  - 5) Annex to the Specification of the contracting authority requirements
  - 6) Specification of quotations

Annex:

- ESPD (standard form for the European Single Procurement Document)

Invitation No.: 460-E-DS-22/19

Date: 30.01.2019

## **A) INVITATION TO TENDER**

You are invited to submit a tender for supply contracts:

### **SPINAL CORD AND DEEP BRAIN STIMULATION SYSTEMS**

It is required to draw up the tender in accordance with the instructions of this documentation related to public procurement.

Public procurement:

**SPINAL CORD AND DEEP BRAIN STIMULATION SYSTEMS**

**B) INSTRUCTIONS TO TENDERERS FOR THE  
DEVELOPMENT OF THE TENDER**

January 2019

## 1. GENERAL

### 1.1 Basic information

Subject matter of the tender:	<b>SPINAL CORD AND DEEP BRAIN STIMULATION SYSTEMS</b>  The subject matter of the tender is defined in detail under the Specification of the tenderer requirements, in the Annex to the Specification of the tenderer in the Section 2.11 of these instructions.  <b>The tenderer is required to offer 100% of tendered types and amount of goods from a group of goods in both tendered groups.</b>
Type of procedure:	The contracting authority will submit this public procurement following the open procedure in compliance with the Article 40 of the Public Procurement Act (Official Journal of the Republic of Slovenia, No. 91/15 and 14/18, hereinafter referred to as ZJN-3), with the purpose of concluding the framework agreement in compliance with the Article 48 of ZJN-3.
Duration of procurement:	Two years from the date the decision on awarding a public contract takes legal effect.
Deadline for submission of tenders:	The tenderers are required to submit a tender through the e-JN information system available at <a href="https://ejn.gov.si/eJN2">https://ejn.gov.si/eJN2</a> by <b>12.03.2019 until 12.00 AM</b> (See Section 2.4 of these instructions).
Public tender opening:	Tender opening will be performed automatically within the e-JN information system on <b>12.03.2019</b> and will start at <b>13.00</b> at the following website <a href="https://ejn.gov.si/eJN2">https://ejn.gov.si/eJN2</a> (See Section 2.5 of these instructions).

The contracting authority shall enter into a framework agreement under the suspensive condition for the spinal cord stimulation system with a rechargeable battery. The system includes the following items 414948, 822213, 822272, 852031, 873934, 922001 (for each listed item 4 pieces) as well as 822205 and 922002. The framework agreement will take legal effect only after and if the funds will be provided for items which compose this system.

In the event the contracting authority will receive tenders exceeding the provided funding, the contracting authority reserves the right:

- to award a tender only partially,
- not to award a public contract for the part (individual group of goods) where the tender exceeds the provided funds
- to decrease the amount of goods where the offered price exceeds the provided funds.

The contracting authority will enter into a framework agreement with the tenderer offering the best value for an individual group of goods.

### 1.2 Participation

Each legal or natural person registered to conduct activities, which are the subject matter of this public procurement and authorized to perform these activities, may compete in this procedure.

### 1.2.1 Foreign tenderers

For tenderers registered in a foreign country the contracting authority will establish the tenderer's eligibility as for all tenderers registered in Slovenia.

Foreign tenderers are required to provide supporting documents as listed in Section 2.10 of these instructions.

### 1.2.2 Joint tender

Groups of economic operators may submit a joint tender. In case of a joint tender, the contracting authority requires from the selected group a submission of a relevant instrument on joint tender unequivocally disclosing the following:

- appointment of the manager in performing the contract,
- authorizing the manager for signing the tender and framework agreement,
- statement that they are aware of the Instructions to tenderers for the development of the tender and tender specifications as well as award criteria and fully agree with them
- statement that they are familiar with the payment terms arising from the documentation and related to public procurement and that have unlimited joint and several liability to the contracting authority.

In case of a joint tender it is necessary to submit for each of the participating economic operator a separate European Single Procurement Document (hereinafter ESPD).

In case a group of tenderers submits a joint tender, the contracting authority will establish for each tenderer from the group the tenderer's eligibility arising from section 2.10 of these instructions, as follows:

- no reasons for exclusion should be provided,
- suitability to pursue the professional activity.

If any reason for exclusion listed in section 2.10 of these instructions will be provided for any of the joint tenderers, the contracting authority will act in compliance with the provision of Paragraph 9, 10 and 11 of Article 75 of the Public Procurement Act-3.

Financial insurance may be submitted by only one of the partners of the joint tender, whereby all requirements set out in these instructions must be met (height, validity, etc.).

### 1.3 Clarifications related to public procurement

Clarifications on the content of documentation related to public procurement may be requested only through the public procurement portal<sup>1</sup>. The clarifications will be **provided** on the public procurement portal.

If any tenderer requests any additional clarification related to the public procurement documentation or preparation of the tender, this should be requested **in a timely manner or** until **26.02.2019 12:00 AM** at the latest. The contracting authority will provide additional clarification six days prior to due date for public procurements at the latest, provided the request was submitted in a timely manner.

---

<sup>1</sup> <http://www.enarocanje.si>

## 1.4 Modifications and amendments of the documentation related to public procurement

The contracting authority reserves the right to amend or modify the documentation related to public procurement. If the contracting authority modifies or supplements the documentation related to public procurement, they will publish these modifications or amendments on their website (<http://www.ukc-mb.si>) and the public procurement portal.

After the deadline for submission of tender, the contracting authority will not modify or amend the documentation related to public procurement.

If the contracting authority modifies or supplements the documentation related to public procurement 6 days or less prior to deadline set for submission of tender, they will accordingly extend the deadline for submission of tender based on the extent and content of these modifications.

By exceeding the deadline for submission of tender, the rights and obligations of the contracting authority and tenderer are subject to/linked to new deadlines arising from the extended deadline for submission of tender.

## II TENDER

### 2 1 Language

The tenderer must prepare the tender in the Slovenian language, with the exception of catalogues, brochures, technical documentation etc. which can be submitted in the English language.

### 2.2 Admissibility of tender

The tender is admissible if no grounds for exclusion of the tenderer submitting this tender exist and the tenderer meets the requirements for participation and their offer meets the needs and requirements of the contracting authority set out in the technical specifications and the public procurement documentation which was submitted in due time and no evidence exists of collusion or corruption related to the tender and the contracting party did not assess the tender as unusually low and the price does not exceed the contracting authority's funds provided.

### 2.3 Submission of tender

The tenderer is required to submit the following:

1. completed tender form (OBR-1);
2. completed framework agreement form (OBR-2);
3. consent from the tenderer for obtaining personal data (OBR-3);
4. completed Specifications of the contracting authority requirements form (**for the group of goods subject to tender; printed copy + data.dat**)\*;
5. completed Tender specifications form with prices (**for the group of goods subject to tender; printed copy + data.dat**)\*;
6. completed ESPD form for all economic operators in the tender;

7. Act on joint performance (valid if the tenderer will perform the contract with a joint tender; see Section 1.2.2 of these instructions).

**\* Note to #4 and #5:** The tenderer should complete the **Contracting Authority Requirement Specification** form and the **Tender Specification Incl. Prices** form using the Public Procurement computer program. The tenderer then prints out the forms, signs the forms, and saves the scanned forms as a PDF file. In addition to the printouts, tenderers must provide data files for the IT Center of the Contracting Authority (see instructions for the "Public Procurement" program). **Files (Descriptions.tps, Data.dat and Tenderer.dat) that would otherwise be created by the public procurement program on a portable medium (CD, USB-stick) must be enclosed in the tender or uploaded to the section "Other Documents" in the e-JN information system!** In the event that the tenderers are facing any problems using the "Public Procurement" program or creating data files, they should contact the IT Center, Janez Kremlj at +386 2 / 321-27-30.

Forms from Sections 1, 2, 3, 4, and 5 are an integral part of this public procurement documentation. The tenderer is required to complete, sign and stamp with a single stamp. The documents are completed and signed by a legal representative or his duly authorised representative.

**The signed and stamped documents have to be scanned into a PDF file. The tenderer may complete the attached forms electronically and print them or save them into a PDF file, and the legal representative or his duly authorized representative signs the forms with an electronic signature.**

The documents are completed and signed by a legal representative or his duly authorised representative.

**With the exception of the ESPD form, the signed and stamped documents have to be scanned into a PDF file. The tenderer may complete the attached forms electronically and print them or save them into a PDF file, and the legal representative or his duly authorized representative signs the forms with an electronic signature.**

**The tenderer uploads the entire tender in an electronic form to the e-JN information system under heading "Drugi dokumenti (Other documents)".**

**The tenderer is required to upload in the e-JN information system under the heading »Predračun (Quotation)« a completed form »Specifikacija ponudbe s cenami (Tender specifications including prices) (for the group of goods subject to tender)« in a PDF file, which will be accessible at the public tender opening.**

**The user of the tenderer authorized for submitting a tender in the e-JN information system, submits a tender by clicking on »Oddaj« (»Submit«). The information system records the user's identity and time of tender submission. By submitting the tender the user indicates and states the will on behalf of the tenderer to submit a binding offer (Article 18 of Code of Obligations<sup>2</sup>). The submission of tender makes is binding for the period of time indicated in the tender, unless withdrawn or changed by the tenderer's user prior to the tender submission deadline.**

**The tenderer uploads their ESPD form under the heading »ESPD – ponudnik«, and the ESPD form of others participating in the tender under the heading »ESPD – ostali**

<sup>2</sup> Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text, 64/16 – Constitutional Court's decision and 20/18 – Authentic Interpretation of Article 631 of the Obligations Code - OROZ631)

**sodelujoči». The tenderer submitting a tender in the e-JN information system uploads an electronically signed ESPD form in the XML file format or unsigned ESPD form in the XML file format, in which case in compliance with the general conditions of use the submitted tender is legally binding document which has the same effect as the signed document.**

**The tenderer is required in Groups 1 and 2 to provide 100% of tendered types and amounts of goods from the group or groups.**

In the specification of contracting authority requirements, it is compulsory for the tenderer to enter the following data for each type of goods:

- packing,
- manufacturer,
- protected name,
- catalogue number or any other identification mark of goods.

**As the contracting authority is tendering on a single ident different forms and dimensions of the same kind of goods, the tenderer is required to attach the specification with catalogue numbers for all the offered dimensions and forms.**

The entry procedure is described in the additional instructions for working with the program »Javna naročila UKC«.

The tender specification with prices needs to include:

- price without VAT,
- tax rate (%).

If the tenderer will perform the contract with a joint tender, they are required to submit the following documents for each partner in a joint tender:

- completed tender form (OBR-1),
- ESPD form,
- Act on joint performance in compliance with section 1.2.2. of these instructions.

The age of the documents must not exceed the deadline as set out by the individual provisions of the public procurement documentation. In cases where the age of the documents is not defined, the document must demonstrate the legal relevant status of the economic operator on the day set for tender submission.

#### ESPD form

The ESPD form, which requires evidence that reasons for exclusion do not exist (Section 2.10.1. of these instructions) and evidence of eligibility defined in Section 2.10.2 of these instructions, includes an updated own statement by the economic operator as preliminary evidence that a specific economic operator is not in one of the positions defined in Article 75 of Law on public procurement (ZNJ-3) and meets the relevant criteria for participation, defined in this documentation.

The economic operator must enter in the ESPD form all data based on which the contracting authority will obtain the certificates or other information from the national database and the submit consent within the relevant form for the contracting authority to obtain the supporting documents.

If the economic operator submits the supporting documents regarding the statements from the ESPD form, the contracting authority reserves the right to verify the authenticity of the submitted supporting evidence with the signatory of this supporting evidence.



The economic operator is required to save the tenderer's ESPD form (XML file) into their computer and then export it to the public procurement portal<sup>3</sup>) choose the ESPD tab and then mark "Economic operator"). When saving the file, you are not allowed to change the file extension. This document must be completed.

The economic operator may re-utilize the ESPD used in the previous public procurement procedure, if they can confirm that the information in it is still accurate.

## 2.4 Manner and deadline for tender submission

**Tenderers must submit their tenders to the e-JN information system available at [https://ejn.gov.si/ponudba/pages/aktualno/vstopna\\_stran.xhtml](https://ejn.gov.si/ponudba/pages/aktualno/vstopna_stran.xhtml) in accordance with point 3 of the Instructions on how to use the e-JN information system for e-submissions of tenders: TENDERERS (hereinafter referred to as e-JN Instructions), which forms a part of these documentation relating to the award of contract and published at: [https://ejn.gov.si/documents/10193/191051/ejn\\_Navodila\\_za\\_uporabo\\_ponudniki.pdf](https://ejn.gov.si/documents/10193/191051/ejn_Navodila_za_uporabo_ponudniki.pdf).**

**Before submitting a tender, the tenderer needs to register at [https://ejn.gov.si/ponudba/pages/aktualno/vstopna\\_stran.xhtml](https://ejn.gov.si/ponudba/pages/aktualno/vstopna_stran.xhtml) in accordance with e-JN Instructions. If already registered, a login is required at the same address.**

**The user of the tenderer authorized for submitting a tender in the e-JN information system, submits a tender by clicking on »Oddaj« (»Submit«). The information system records the user's identity and time of tender submission. By submitting the tender the user indicates and states the will on behalf of the tenderer to submit a binding offer (Article 18 of Code of Obligations)<sup>4</sup>. The submission of tender makes is binding for the period of time indicated in the tender, unless withdrawn or changed by the tenderer's user prior to the tender submission deadline.**

A tender is deemed to be submitted on time, if the contracting authority receives it via the e-JN system at <https://ejn.gov.si/eJN2> by **12.03.2019 until 12.00 AM at the latest**. A bid is deemed submitted if marked "SUBMITTED" ("ODDANO") in the e-JN system.

Bidders may withdraw or amend their bids before the closing date or deadline for the submission of tenders. If a tenderer withdraws their tender from the e-JN system, it is deemed that no tender has been submitted and the contracting authority will not see it in the e-JN system. If a tenderer amends their tender in the e-JN system, the Contracting Authority sees the last tender submitted.

It is not possible to submit any tender after the expiry of the tender submission deadline.

The page for submitting an e-tender in this e-procurement procedure can be accessed here:

[https://ejn.gov.si/ponudba/pages/aktualno/aktualno\\_javno\\_narocilo\\_podrobno.xhtml?zadevald=6838](https://ejn.gov.si/ponudba/pages/aktualno/aktualno_javno_narocilo_podrobno.xhtml?zadevald=6838).

<sup>3</sup> [www.enarocanje.si](http://www.enarocanje.si)

<sup>4</sup> Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 – official consolidated text, 64/16 – Constitutional Court's decision and 20/18 – Authentic Interpretation of Article 631 of the Obligations Code - OROZ631)

## **2.5 Time and place of tender opening**

Tender opening will take place automatically in the e-JN information system on **12.03.2019** and will start at **13.00** at the following website: <https://ejn.gov.si/eJN2>.

The e-JN information system automatically displays at a certain hour set for public tender opening the data on the tenderer, variations if they were requested or permitted, and enables access to the PDF document, which is uploaded by the tenderer to the e-JN system under the heading »Predračun (Quotation)«. Public announcement is automatically terminated after 48 hours. The tenderers who have submitted their tenders can access these data in the e-JN information system under the heading »Zapisnik o odpiranju ponudb (Reports on tender opening)«.

## **2.6. Correction of errors**

Corrected errors must be marked with the initials of the person or persons signing the tender.

## **2.7. Permissible variations and supplementations of the tender**

If the information or documentation which must be submitted by the economic operators, incomplete or false, or if individual documents are missing, the contracting authority will act in accordance with the provision of Paragraph 5, 6 and 6 of Article 89 of Law on Public Procurement (ZNJ-3).

## **2.8. Indication of misleading information**

If the contracting authority has reasonable suspicion that an individual economic operator in the public procurement procedure has submitted a false statement or a counterfeit or a forged document, the contracting authority will submit to the National Commission for the review of awards of public procurement procedures a proposal for introducing infringement procedure from Subparagraph 5 of the 1 Paragraph or Subparagraph 1 of Paragraph 2 of Article 112 of Law on Public Procurement (ZNJ-3).

## **2.9. Costs of preparing the tender**

Tenderers bear the costs related to the preparation and submission of tender, including the costs of brochures, catalogues, if requested by the contracting authority, and samples if the contracting authority wishes to test them.

If the contracting authority requests from the tenderer to submit brochures, catalogues or samples, these need to be delivered with 7 days at the latest. If the tenderer does not deliver the requested brochures, catalogues or samples or delivers them past deadline, the contracting authority will exclude such tenderer from further public procurement procedure.

## **2.10. Establishing suitability of economic operators**

The contracting party will establish the suitability of economic operators as follows:

### **2.10.1. Exclusion grounds**

The contracting authority will exclude the tenderer from the public procurement procedure:

1. if carrying out a revision pursuant to Articles 77, 79 and 80 of Law on Public Procurement the contracting authority establishes or is else takes notes that the economic operator or person, which is a member of administrative, management or supervisory authority of this economic subject or has been authorized for their representation or decision making or supervision, has been the subject of a conviction by final judgment which contains elements of the following criminal offences laid down in the Criminal Code (Official Journal of the Republic of Slovenia, No. 50/12 - official consolidated text and 54/12; hereinafter referred to as: KZ-1):

- terrorism
- terrorist financing, (Article 109 of KZ-1),
- provocations and public glorification of terrorist acts (Article 110 of KZ-1),
- recruitment and training for terrorism (Article 111 of KZ-1),
- bringing another person into slavery (Article 112 of KZ-1),
- human trafficking (Article 113 of KZ-1),
- bribery during elections (Article 157 of KZ-1),
- breach of a workers' fundamental rights (Article 196 of KZ-1),
- fraud (Article 211 of KZ-1),
- unlawful restriction of competition (Article 225 of KZ-1),
- causing bankruptcy by fraud or negligent business operations (Article 226 of KZ-1),
- impoverishment of claimants, (Article 227 of KZ-1),
- business scams (Article 228 of KZ-1),
- fraud against the European Union (Article 229 of KZ-1),
- circumvention at acquisition and use of loan or benefits (Article 230 of KZ-1),
- circumvention at investment banking (Article 231 of KZ-1),
- circumvention of buyers (Article 232 of KZ-1),
- unauthorized use of foreign marking or model (Article 233 of KZ-1),
- the use without due cause of foreign invention or topography (Article 234 of KZ-1),
- falsification or destruction of business records (Article 235 of KZ-1),
- disclosure and unlawful acquisition of trade secrets (Article 236 of KZ-1),
- abuse of information system (Article 237 of KZ-1),
- abuse of internal information (Article 238 of KZ-1),
- abuse of markets in financial instruments (Article 239 of KZ-1),
- breach of position or trust in economic activities (Article 240 of KZ-1),
- unauthorized acceptance of gifts (Article 241 of KZ-1),
- unauthorized giving gifts (Article 242 of KZ-1),
- currency counterfeiting (Article 243 of KZ-1),
- forgery and use of false securities (Article 244 of KZ-1),
- money laundering (Article 245 of KZ-1),
- abuse of non-cash means of payment (Article 246 of KZ-1),
- use of falsified non-cash means of payment (Article 247 of KZ-1),
- production, acquisition and disposal of accessories for counterfeiting (Article 248 of KZ-1),
- tax evasion (Article 249 of KZ-1),
- smuggling (Article 250 of KZ-1),
- abuse of official position or official rights (Article 257 of KZ-1),
- harm to public funds (Article 257.a of KZ-1),
- disclosure of classified information (Article 260 of KZ-1),
- receiving bribery (Article 261 of KZ-1),
- giving bribery (Article 262 of KZ-1),
- accepting benefits for illicit brokering (Article 263 of KZ-1),
- giving gifts for illicit brokering (Article 264 of KZ-1),
- conspiracy (Article 294 of KZ-1).

**Supporting evidence:** ESPD form for all economic operators in the tender.

2. if carrying out a revision pursuant to Articles 77, 79 and 80 of ZJN-3 the contracting authority establishes that the economic operator does not comply with the compulsory duties and other non-tax monetary liabilities pursuant to the law regulating the Financial Administration and collected by a tax authority in compliance with the legal provisions of the country in which it is established or the regulations of the contracting authority's country if the value of these outstanding liabilities amount to 50 euros or more on the day of tender submission. It is also considered that the economic operator does not comply with the obligations from the previous paragraph if on the day of tender submission he did not submit all payments of withholding tax for employment incomes for the period of the last five years until the day of tender submission.

**Supporting evidence:** ESPD form for all economic operators in the tender.

3. if the tenderer is excluded on the day the period for the submission of tenders shall expires from the public procurement procedures on account of being listed as an economic operator with negative references.

**Supporting evidence:** ESPD form for all economic operators in the tender.

4. if during the last three years before the expiry of the deadline for the submission of tenders, the competent public authority of the Republic of Slovenia or another Member State or a third country has identified at least 2 (two) infringements related to work remuneration, working hours, rest and rest periods, work based on civil-law contracts although the elements of employment relationship exist, or in relation to undeclared work for which they were issued a final decision or several final decisions to impose a fine for the offense.

**Supporting evidence:** ESPD form for all economic operators in the tender.

## **2.10.2. Conditions for participation**

### **2.10.2.1 Suitability to pursue the professional activity:**

1. registered with the competent court or other authority

**Supporting evidence:** ESPD form for all economic operators in the tender.

2. included in the business registry of operators performing wholesale distribution of medicinal products at the Agency for Medicinal Products and Medical Devices of the Republic of Slovenia (valid for tenderers established with a registered office in the Republic of Slovenia)

*or in case of a foreign tenderer*

included in the business registry of operators performing wholesale distribution of medicinal products in compliance with the legislation of the country in which the operation is established.

**Supporting evidence:** ESPD form for all economic operators in the tender.

## 2.11 Technical specifications

The contracting authority will also reject the tender not meeting all the technical requirements for the offered types of goods from the relevant tender. Technical requirements are defined in this section, in the Specification of requirements of the contracting authority and in the Annex to the Specification of requirements of the contracting authority.

The tenderer is required for both tendered groups of goods to provide 100% of tendered types and amounts of goods from the tendered groups.

All tendered types of goods must have the CE marking which the tenderer will prove upon the contracting authority's request by submitting relevant documents.

## 2.12 Bidding value

The prices must be in euros (EUR).

The price without VAT must include all costs (transport costs, forwarding costs, customs expenses, and other possible costs), discounts and rebates). Specifically, value added tax rate needs to be invoiced.

It is necessary to indicate the final value of the tender, which it is obtained by multiplying the prices with the amounts and sum the. The tendered value must include all costs.

Price per item must remain fixed during the entire duration of the framework agreement.

## 2.13 Criteria

- **the lowest final value of an individual group of goods, VAT excluded.**

In case more tenderers offer the same price without VAT for the same group of goods, the contracting authority will perform a drawing for this group of goods.

Only those tenderers who have offered the same price can be present at drawing. The contracting authority will notify the tenderers in writing regarding the date, time and place of drawing. The contracting authority will carry out the drawing. The contract will be awarded to the tendered who will be drawn first.

## 2.14 Selection of tenderer

A successful tenderer will be the one who:

- submits an admissible tender and
- offering the lowest final value of an individual group of goods, VAT excluded.

The chosen tenderer is required to submit **within 8 days** from the receipt of invitation from the contracting authority data on:

- **his founders, members, shareholders, or other owners and data on equities of listed persons;**
- **economic operators which are considered as involved companies based on the provision of law regulating companies.**

## **2.15 Tender validity**

The tender must be valid until 12.09.2019.

Only after exceptional circumstances can the contracting authority request that the tenderers extend the tender validity for a certain additional period. The request and the replies of tenderers must be provided in a written form. The tenderer may decline the request. Apart from the extension of the tender validity, the tenderer agreeing with the request will not be required or allowed to change the tender in any other manner.

## **2.16 Variants**

Variants are not allowed.

## **III FINANCIAL COLLATERAL**

The chosen tenderer is required to submit to the contracting authority the following:

1. bill of exchange statement and signed bill of exchange with authorization for its completion in the amount of 5% from the value of the framework agreement or purchase agreement in case the value exceeds 50.000,00 EUR, VAT excluded and is lower than 134.000,00 EUR, VAT excluded. The tenderer is required to ensure that the bill of exchange is negotiable for the duration of the framework agreement or purchase contract; or
2. guarantee (by the bank/insurance company) for proper execution of contractual obligations in the amount of 5% from the value of the framework agreement or purchase contract in case the value is the same or higher than 134.000,00 EUR, VAT excluded.

The validity of the bill of exchange or guarantee for proper execution of contractual obligations must remain valid at least 10 days after the validity of the framework agreement and/or purchase contracts.

In case of realization of the bill of exchange or guarantee for proper execution of contractual obligations, the tenderer will have to appropriately substitute the realized bill of exchange or guarantee with a new one.

## **IV AWARD OF THE FRAMEWORK AGREEMENT**

### **4.1 Award of the framework agreement**

The contracting authority will conclude a framework agreement with the tenderer offering best value and chosen based on the criteria set out in Section 2.13 of these instructions according to the framework agreement draft defined in Subparagraph 2 of Section 2.3 of these instructions.

The framework agreement is concluded for a period of two years from the date the decision on awarding the contract takes legal effect.

The contracting authority shall enter into a framework agreement under the suspensive condition for the spinal cord stimulation system with a rechargeable battery. The system includes the following items 414948, 822213, 822272, 852031, 873934, 922001 (for each listed item 4 pieces) as well as 822205 and 922002. The framework agreement will take legal effect only after and if the funds will be provided for items which compose this system.

The tenderer is required to sign the framework agreement within 10 days after the receipt of the contracting authority's invitation to sign the framework agreement or the contracting authority will consider that the tenderer does not to enter into transactions.

## 4.2 Entering into agreement

In case of tenderer's potential inability to settle the liabilities within 60 days, the contracting authority will propose an **agreement on the manner and date from which default interest is payable**. The conclusion of this agreement will not affect the validity of the framework agreement.

Along with the signed framework agreement the contracting authority will send the tenderer the agreement on the manner and date from which default interest is payable. The agreement will clearly define the position of both contracting parties in case the contracting party fails to settle the liabilities towards the supplier within 60 days from the day of receiving the invoice.

## V FINAL PROVISIONS

Along the provisions in these instructions, the provision from the framework agreement and the entire public procurement documentation are valid. In case of doubt, individual provisions are assessed pursuant to the articles of ZNJ-3 and Criminal Code (Official Journal of the Republic of Slovenia, No. 97/07).

## VI LEGAL PROTECTION

Legal protection of tenderers during the award procedure is ensured in accordance with the provisions of the Legal Protection in Public Procurement Procedures Act (Official Gazette of Republic Slovenia, No. 43/11, 60/11 - ZTP-D, 63/13, 90/14 - ZDU-11 and 60/17) and according to the procedure and the manner provided by law.

A legal protection request during award procedures can be filed in against any conduct of a contracting authority, unless otherwise provided by the law governing public procurements or the Legal Protection in Public Procurement Procedures Act. A legal protection request can be filed by a person with locus standi as specified in the Article 14 of the Legal Protection in Public Procurement Procedures Act.

The application for a review must include:

1. Name and address of the applicant (hereinafter referred to as applicant) and a contact person,
2. Name of the contracting authority,
3. Public procurement label or decision to award a public procurement or qualitative selection,
4. Subject of public procurement,
5. Powers of representation during the pre-audit and audit process, if the applicant is represented by a delegate,
6. Certificate of payment of fee.

Alleged violations as well as facts and evidence, which prove the violations, must be contained in the application for a review.

The applicant must pay a tax in the amount of EUR 4,000 to the following sub-account 01100-1000358802 (Bank of Slovenia) – budget implementation of the RS, stating pre-audit and review procedure as the purpose and indicating the following reference No.: 11 16110-7111290-00059319.

The application for review shall be submitted in writing directly with the contracting authority by registered mail with returned receipt to the following address:

**UNIVERZITETNI KLINIČNI CENTER MARIBOR**  
**Služba za nabavo medicinskega materiala in storitev**  
**Ljubljanska ulica 5**  
**2000 Maribor.**

The application for review relating to the content of a contract notice, an invitation to tender or a tender dossier must be filed within ten working days of the date of publication of the contract award notice or receipt of the invitation to tender. In the event that the contracting authority amends or supplements the entries in the publication, the invitation to tender or the tender dossier, the application for review relating to the amended, completed or explained content of publication, invitation or tender dossier or an entry directly associated with the original publication, invitation to tender or tender dossier can be filed within ten working days of the date of publication of additional information, information concerning pending procedures or corrections, if this publication amends or supplements the requirements or selection or award criteria.

Where the contracting authority establishes that the conditions laid down in the first, third, fourth or fifth indent of the first paragraph of Article 26 of ZPVPJN-B had not been fulfilled, the application of review shall be rejected by a decision not later than three working days from the receipt.



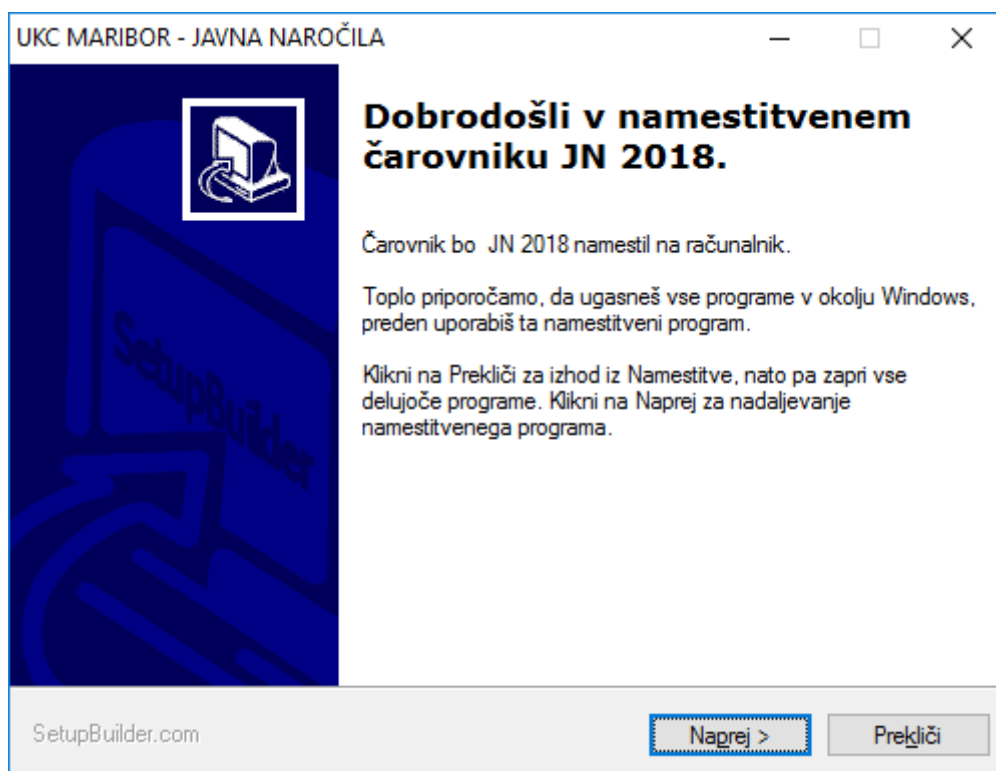
## C) NAVODILA ZA DELO S PROGRAMOM "JAVNA NAROČILA UKC MARIBOR"

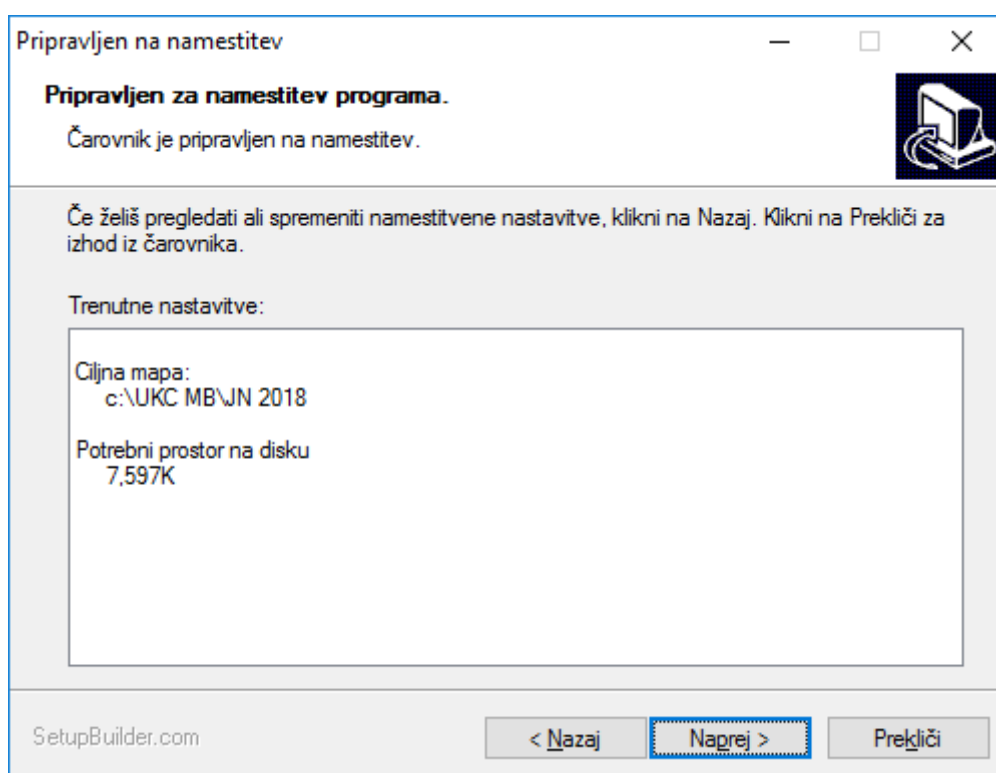
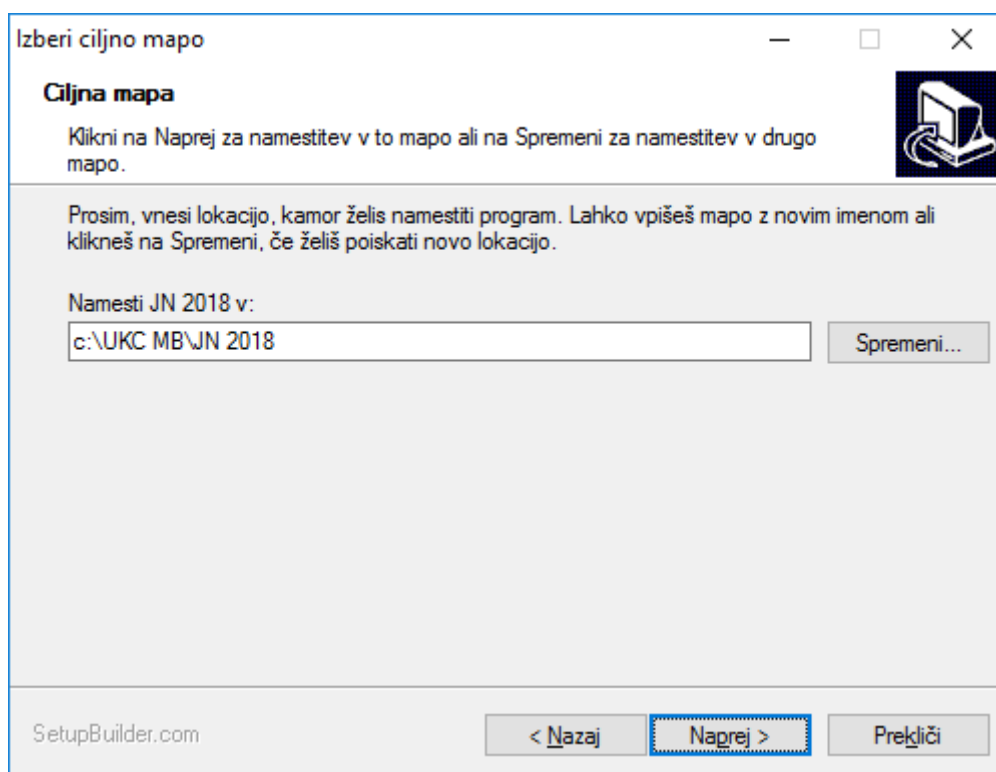
### I. POTEK NAMESTITVE PROGRAMA:

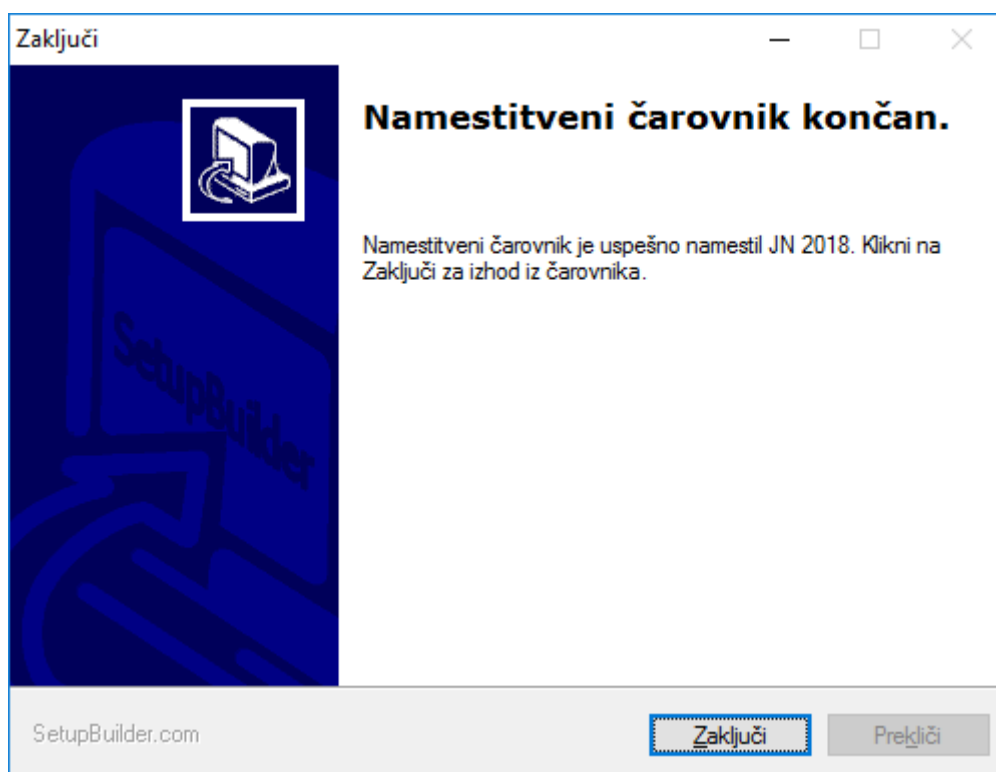
1. V okolju Okna XP, VISTA, Windows 7, Windows 10 izberite ikono **START** | **ZAŽENI** | vpišite **CD ENOTA:SETUP** | pritisnite **ENTER**.

Če uporabljate Windows z angleškimi ukazi pa izberite **START** | **RUN** | vpišite **ENOTA:SETUP** | pritisnite **ENTER**.

2. Sledite navodilu za namestitev programa (3x kliknite naprej in 1x »Zaključí«). Privzeti cilj namestitve programa lahko poljubno spreminjate.

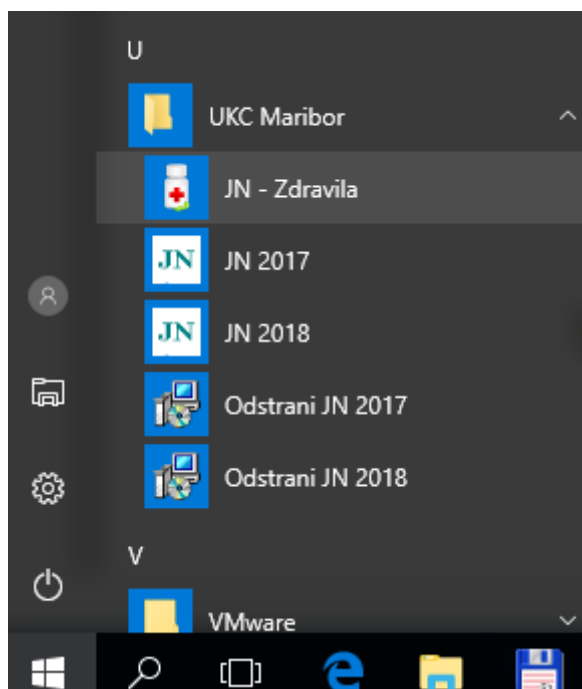






3. Po uspešni namestitvi se bo prikazalo sporočilo z opozorilom, da je program uspešno nameščen.

Zdaj so se na vašem računalniku ustvarile naslednje bližnjice v skupini **PROGRAMI**:



➤ **Javna naročila UKC MARIBOR** - glavni program za:

- vpis cen
- vpis podatkov o artiklu

↩ **Odstranitev programa** (briši program iz sistema)

4. Sedaj ste opravili vse potrebne prenose za delo s programom Javna naročila UKC Maribor (glej točko II).

## II. DELO S PROGRAMOM "JAVNA NAROČILA UKC MARIBOR"

Program poženete s klikom na:

**START | PROGRAMI | UKC MARIBOR – Javna naročila za leto 2018 - | Javna naročila UKC MARIBOR.**

JN UKC MARIBOR - PONUDBA za JN 2019

Datoteka Ponudba Dodatni opisi Oddaja podatkov na portal Vizitka

Nastavitev tiskalnika...

Izvoz podatkov v excel

Uvoz podatkov iz excel-a

Podatki o ponudniku

Izhod

11 SRČNI SPODBUJEVALNIKI

po nazivu Cena = 0 Izbor skupine: 01 Srčni spodbujevalniki, tip SSIR (VIR/AAIR)

Naziv materiala: št. vseh zapisov: 1 št. zapisov s ceno = 0: 1

BLAGO - OSNOVNI PODATKI					CENA brez DDV, stopnja DDV				KOLIČINA		Proizvajalec	
JR	SK	Naziv materiala	Ident JN	EM	MDC brez DDV	Cena brez DDV	Rabat%	DDV%	nabave	pogodbene		
11	01	Spodbujevalnik SSIR s pripadajočo elektrodo	911001	KPL						144	144	

Spodbujevalnik SSIR s pripadajočo elektrodo

Proizvajalec: \_\_\_\_\_ Kataloška: \_\_\_\_\_

Paralela: \_\_\_\_\_ Pakiranje: 0

Zahteve naročnika Ponudba s cenami Uporabniki Dopolni ponudbo Ponudnik Briši Zapri

JN UKC MARIBOR - PONUDBA za JN 2019

Datoteka Ponudba Dodatni opisi Oddaja podatkov na portal Vizitka

11 SRČNI SPODBUJEVALNIKI

po nazivu Cena = 0 Izbor skupine: 01 Srčni spodbujevalniki, tip SSIR (VIR/AAIR)

Naziv materiala: št. vseh zapisov: 1 št. zapisov s ceno = 0: 1

BLAGO - OSNOVNI PODATKI					CENA brez DDV, stopnja DDV				KOLIČINA		Proizvajalec	
JR	SK	Naziv materiala	Ident JN	EM	MDC brez DDV	Cena brez DDV	Rabat%	DDV%	nabave	pogodbene		
11	01	Spodbujevalnik SSIR s pripadajočo elektrodo	911001	KPL						144	144	

Spodbujevalnik SSIR s pripadajočo elektrodo

Proizvajalec: \_\_\_\_\_ Kataloška: \_\_\_\_\_

Paralela: \_\_\_\_\_ Pakiranje: 0

Zahteve naročnika Ponudba s cenami Uporabniki Dopolni ponudbo Ponudnik Briši Zapri

## Meniji:

### a) Datoteka

- *Nastavitev tiskalnika* (izberemo privzeti tiskalnik)
- *Izvoz podatkov v Excel* (prenos podatkov v Excel obliko)
- *Uvoz podatkov iz Excel-a* (uvoz podatkov iz Excel oblike)
- *Podatki o ponudniku* (vpišete vaše podatke; ki se izpišejo na specifikaciji ponudbe)
- *Izhod* (zaključek dela s programom)

### b) Ponudba (glavni del programa)

☞ V tem meniju boste dobili možnost **pregleda vseh podatkov po skupinah**. Izdelek lahko iščete po skupini ali po nazivu. Omogočen je tudi prikaz tistih artiklov za katere ni vpisana cena (izbor : **CENA = 0**).

#### ☞ (Vnos in) Spreminjanje podatkov

Podatek vnesete in spremenite tako, da označite vrsto blaga in izberete "**Dopolni ponudbo**" ali pritisnete "**Alt+D**" ali pa izberete "**ENTER**". Prikaže se vam novo okno v katerega vpišete vaše podatke. Za skupine je :

- **omogočen** vpis podatkov kot so: proizvajalec, zaščiteno ime, pakiranje, kat. št.
- **omogočen** vpis podatkov kot so: pakiranje, cena brez DDV in stopnja DDV. V kolikor ne želite podati ponudbe za določen artiklov, ne vpišete nobenega podatka v omenjena polja.

Če ste podatke pravilno vpisali in izbrali "**Potrdi**", se bodo vpisani ali spremenjeni podatki prikazali pri izbranem artiklu.

JN UKC MARIBOR - PONUDBA za JN 2019

Datoteka Ponudba Dodatni opisi Oddaja podatkov na portal Vizitka

11 SRČNI SPODBUJEVALNIKI

po nazivu Cena = 0 Izbor skupine: 01 Srčni spodbujevalniki, tip SSIR (VVIR/AAIR)

Naziv materiala: š. vseh zapisov: 1 št. zapisov s ceno = 0: 1

JR	SK	Naziv materiala	Ident JN	EM	MDC brez DDV	Cena brez DDV	stopnja DDV	Rabat%	DDV%	KOLIČINA nabave	pogodbene	Proizvajalec
11	01	Spodbujevalnik SSIR s pripadajočo elektrodo	911001	KPL						144	144	

**PODATKI O PONUDBI**

Ponudba

**IZHODIŠČNI PODATKI**

šifra JR: 11 Skupina: 01 Ident JN: 911001

Naziv materiala: Spodbujevalnik SSIR s pripadajočo elektrodo

**PODATKI O BLAGU**

Proizvajalec: Uporabnik:

Paralela/Zaščiteno ime:

Kataloška številka:

Pakiranje (numerično):

**CENA brez DDV, stopnja DDV**

Cena brez DDV: 0,0000 € stopnja DDV: ☐ 0% ☐ 9.5% ☒ 22%

MDC brez DDV: 0,0000 €

Rabat:

**KOLIČINA**

Letna: 144 KPL

Predvidena: 144 KPL

Zahteve naročnika

#### ↳ Dodatni opisi

Dodatne opise za posamezne artikle lahko vpišete če v osnovnem meniju izberete možnost »**Dodatni opisi**« / »**Vnos in urejanje**«. Po izboru ustreznega artikla lahko dodajate, spreminjate ali brišete dodatne opise posameznih artiklov (izbor »**Dodaj**«, »**Uredi**« ali »**Briši**«).

Izpis tako urejenih dodatnih opisov lahko naredite z izborom možnosti »**Tiskaj**«. Izvoz in uvoz podatkov je omogočen z izborom »**Izvoz podatkov v excel**« ali »**Uvoz podatkov iz excela-a**«.

Vnos in urejanje

Izvoz podatkov v excel

Uvoz podatkov iz excel-a

Izvoz Uvoz

### JN 11 SRČNI SPODBUJEVALNIKI

po nazivu Izberi skupino: 01 Srčni spodbujevalniki, tip SSIR (VVIR/AAIR)

Naziv materiala: št. vseh zapisov: 1

JR	SK	Naziv materiala	Ident JN	EM
11	01	Spodbujevalnik SSIR s pripadajočo elektrodo	911001	KPL

BLAGO - OSNOVNI PODATKI

Kataložka Opis

+ Dodaj Uredi Briši

Iiskaj Zapri

### JN 11 SRČNI SPODBUJEVALNIKI

po nazivu Izberi skupino: 01 Srčni spodbujevalniki, tip SSIR (VVIR/AAIR)

Naziv materiala: št. vseh zapisov: 1

JR	SK	Naziv materiala	Ident JN	EM
11	01	Spodbujevalnik SSIR s pripadajočo elektrodo	911001	KPL

BLAGO - OSNOVNI PODATKI

#### KATALOŽKA ŠTEVILKA Z DODATNIM OPISOM

OPISI

JR: 11

SK: 01

Ident JN: 911001

Naziv: Spodbujevalnik SSIR s pripadajočo elektrodo

Kataložka: opis:

OK Opusti

↶ Izpisa specifikacije



11 SRČNI SPODBUJEVALNIKI

po nazivu Cena = 0 Izbor skupine: 01 Srčni spodbujevalniki, tip SSIR (VVIR/AAIR)

Naziv materiala: št. vseh zapisov: 1 št. zapisov s ceno = 0: 1

JR	SK	Naziv materiala	Ident JN	EM	MDC brez DDV	Cena brez DDV	Rabat%	DDV%	KOLIČINA nabave	KOLIČINA pogodbene	Proizvajalec
11	01	Spodbujevalnik SSIR s pripadajočo elektrodo	911001	KPL					144	144	

Spodbujevalnik SSIR s pripadajočo elektrodo Proizvajalec: Kataloška: Paralela: Pakiranje: 0

Zahteve naročnika Ponudba s cenami Uporabniki Dopolni ponudbo Ponudnik Briši Zapri

Če izberete polje **"Zahteve naročnika"** boste dobili izpis *"Specifikacija zahtev naročnika"*, in sicer s količinami za 2 leti.

Predogled izpisa

Datoteka

Strani za izpis: 1 od 5 Korak: 20

Stran: Velikost

2	6,908
3	7,070
4	9,888
5	6,960

PONUDBNIK: NAROČNIK: UNIVERZITETNI KLINIČNI CENTER MARIBOR  
Ljubljanska ulica 5, 2000 MARIBOR Datum: 22.06.2018 Stran: 1

**SPECIFIKACIJA ZAHTEV NAROČNIKA**

Predmet JN: 11 Srčni spodbujevalniki  
01 Srčni spodbujevalniki, tip SSIR (VVIR/AAIR) CPV: 33182210

Z.Š.	Naziv artikla	Ident JN	EM	Razp. kol. za 12 mes	Pakir.	Proizvajalec	Zaščiteno ime	Kataloška številka
1	Spodbujevalnik SSIR s pripadajočo elektrodo	911001	KPL	144				

ŽIG IN PODPIS:

Če označite polje **"Ponudba s cenami"** boste dobili izpis *"Specifikacija ponudbe s cenami"*, in sicer s količinami za 2 leti.

Predogled izpisa

Datoteka

Strani za izpis: 1 od 5 Korak: 20

Stran: Velikost

2	7,370
3	7,362
4	10,036
5	7,414

PONUDBNIK: NAROČNIK: UNIVERZITETNI KLINIČNI CENTER MARIBOR  
Ljubljanska ulica 5, 2000 MARIBOR Datum: 22.06.2018 Stran: 1

**SPECIFIKACIJA PONUDBE S CENAMI - za 1. obdobje**

Predmet JN: 11 Srčni spodbujevalniki  
01 Srčni spodbujevalniki, tip SSIR (VVIR/AAIR) CPV: 33182210

Naziv artikla	Ident JN	Predv. količ	EM	Cena brez DDV	DDV%	Vrednost brez DDV	Proizvajalec
Spodbujevalnik SSIR s pripadajočo elektrodo	911001	144	KPL				

VREDNOST SKUPAJ: 1 0,00 € ŽIG IN PODPIS:

Izpisi vam omogočajo izpis podatkov na tiskalnik, zaradi lažje kontrole vpisanih podatkov. Pri izpisu lahko uporabljate različne možnosti (izpis določene strani, predogled, povečava...). Če ste si premislili in ne želite izpisa, izberite **"Izhod"**.

Opomba: Potrebno je natisniti oba izpisa »**Specifikacija zahtev naročnika**« in »**Specifikacija ponudbe s cenami**«.

Predložiti je potrebno predračun v PDF obliki ter zahtevane datoteke iz računalniškega programa v elektronski obliki na portal:

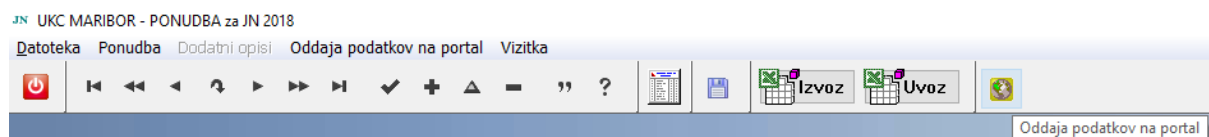
[https://ejn.gov.si/ponudba/pages/aktualno/vstopna\\_stran.xhtml](https://ejn.gov.si/ponudba/pages/aktualno/vstopna_stran.xhtml).

↳ S klikom na gumb "**PONUDBNIK**" lahko vpišete vaše podatke. Podatke o ponudniku morate vpisati, saj sicer ne boste mogli izvesti izpisa.

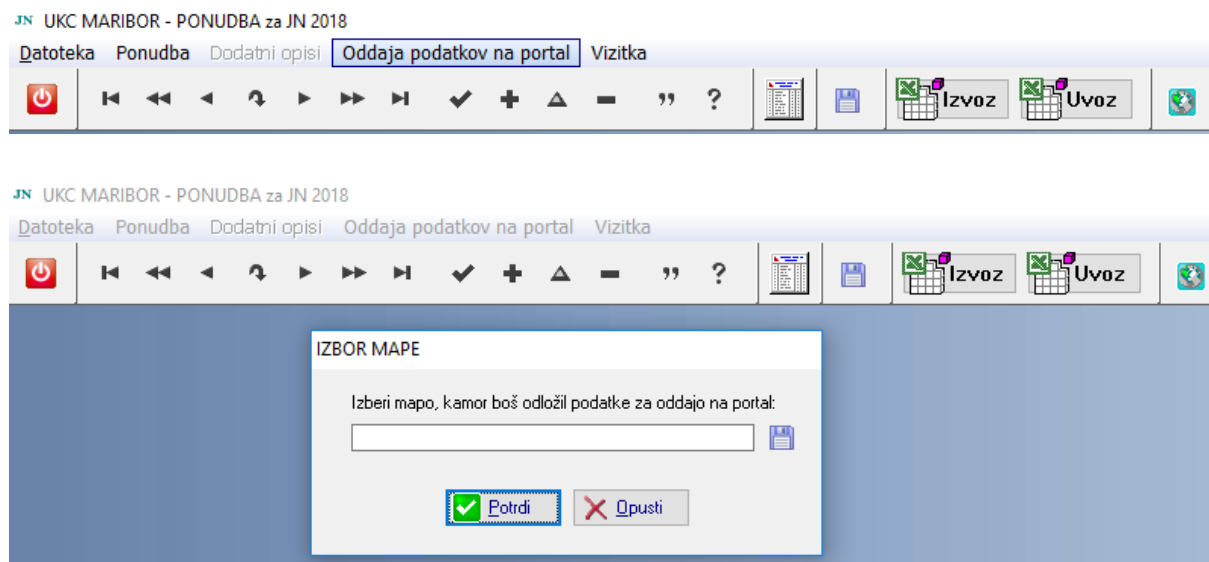
↳ Po izbiri "**Zapri**" se boste vrnili v osnovni meni.

c) **Priprava podatkov za oddajo na portal ejn.gov.si: klik na ikonico s simbolom  ali izbor iz menija »Oddaja podatkov na portal«**

Ta izbira vam omogoča pripravo podatkov za oddajo na portal ejn.gov.si za vrste blaga oz. skupine, na katere se prijavljate in podatki o cenah z vključenimi popusti. Po končanem vnosu podatkov prenesete podatke na portal [https://ejn.gov.si/ponudba/pages/aktualno/vstopna\\_stran.xhtml](https://ejn.gov.si/ponudba/pages/aktualno/vstopna_stran.xhtml).



ali



### Opozorilo:

Pred pripravo podatkov/cen za oddajo na portal morate biti v osnovnem meniju. Če boste poskušali shraniti podatke in boste imeli odprto datoteko s podatki (na zaslonu se vidi okno s podatki), se bo računalniški program odzval z opozorilom, da je pristop do podatkov onemogočen. Po prenosu

podatkov preverite ali so podatki dejansko shranjeni v izbrano mapo ali medij. Datoteke priložite k ponudbi na portalu: [https://ejn.gov.si/ponudba/pages/aktualno/vstopna\\_stran.xhtml](https://ejn.gov.si/ponudba/pages/aktualno/vstopna_stran.xhtml).

**e) Vizitka**

Ta izbira vam bo dala na zaslonu podatke o kontaktni osebi iz UKC Maribor v primeru morebitnih nejasnosti v zvezi s samim programom: Center za informatiko – Janez Krempel, tel.: 02/321-27-30.

**ŽELIMO VAM USPEŠNO DELO!**

## ... TENDER

**Manner of tender submission:**Joint tender: (indicate: yes/no).<sup>1</sup>

<b>1. Description of the subject matter of the procurement:</b>	
<b>SPINAL CORD AND DEEP BRAIN STIMULATION SYSTEMS</b>	
Public procurement was published on the public procurement portal, date of publication 04.02.2019, number of publication JN000593/2019-B01 and in the EU Official Journal, date of publication 05.02.2019, number of publication 2019/S 025-054697.	
<b>2. Quoted value in EUR, VAT excluded:</b>	
<b>3. Information on the tenderer:</b>	
3.1 Company or name:	
3.2 Address:	
3.3 Legal representative:	
3.4 Identification number for VAT:	
3.5 Registration number:	
3.6 Account number:	
3.7 telephone number:	
3.8 Fax number:	
3.9 E-mail:	
3.10 Contact person:	
3.11 Person responsible for signing the framework agreement:	

Date:

Stamp and signature of the tenderer:

.....

<sup>1</sup> In the event of a joint tender, each partner of the joint tender is required to complete this form.

# DRAFT FRAMEWORK AGREEMENT

Entered into by:

UNIVERZITETNI KLINIČNI CENTER MARIBOR, Ljubljanska ulica 5, 2000 Maribor (hereinafter: UKC Maribor), represented by professor Dr. Vojko FLIS, MD, (hereinafter: Contracting authority), VAT identification no.: SI56644817, matriculation no. of Contracting authority: 5054150

And business entity:

, represented by director (hereinafter: party to the Agreement), VAT identification no.: , matriculation no. of Party to the Agreement: .

## I INTRODUCTORY PROVISIONS

### Article 1

Contracting authority and party to the Agreement find that the contracting authority became acquainted with the procedure of award of contract for procurement of goods »SPINAL CORD AND DEEP BRAIN STIMULATION SYSTEMS«, by open procedure under article 40 of the Public Procurement Act (Official Journal of RS, no. 91/15 and 14/18, hereinafter: ZJN-3), with the purpose of entering into framework agreement under article 48 of ZJN-3, as published on site of public procurement, publication date 04.02.2019, publication no.: JN000593/2019-B01 and in EU Official Journal, publication date 05.02.2019, publication no. 2019/S 025-054697.

### Article 2

By this framework agreement (hereinafter: Agreement) Contracting authority and Party to the Agreement agree on general and special terms and conditions of the Framework Agreement implementation.

## II SUBJECT OF AGREEMENT

### Article 3

Parties to the Agreement agree to enter into the Agreement per individual type of goods, as laid down in the List of goods (hereinafter: List).

Offer no.: ....., dated ....., List referred to in article hereto, documentation in conjunction with award of public procurement shall be component part of Agreement hereto.

Parties to the Agreement expressly agree that the contracting authority shall, during the effectuation of Agreement hereto, purchase from Party to the Agreement only those types and quantities of goods, which it shall be needful during the period hereto.

quantities of goods are indicative in nature. Contracting authority shall not be bound to award certain quantities of goods.

### **III PRICES**

#### **Article 4**

Should Contracting authority find Party to Agreement had per goods subject of Agreement hereto, during effectuation of Agreement hereto, decreased prices or should other offerors decrease them, ones also offering same type goods at comparable terms and conditions, it retains right to endeavour to agree with Party to Agreement on appropriate decrease of price under Agreement.

Prices per individual types of goods from offer are fixed during the entire Agreement hereto effectuation.

In the price of individual goods items, all expenses (customs, forwarding and other expenses, if any), all deductions and rebates, as well as the value added tax, are covered. Prices are in force contracting authority ddp storage, disassembled.

Should a change in law governing value added tax, by which tax rate be altered per types of goods subject of offer during Agreement hereto effectuation, prices referred to in offer may be corrected exclusively in amount of tax change having come about.

### **IV AWARING GOODS AND DELIVERY TIME**

#### **Article 5**

Contracting authority shall, per individual type of goods needed during the Agreement hereto effectuation, purchase from Party to the Agreement under purchase orders in writing issued. Contracting authority shall lay down types and quantities of goods items in purchase orders.

Party to the Agreement binds itself that it shall supply the goods not later than within 48 hours i.e. in urgent cases within 24 hours upon receipt of purchase order at issue and that it shall with respect to each individual purchase order supply the entire quantity of goods ordered.

Goods need to be supplied ddp Univerzitetni klinični center Maribor – disassembled into storage premises of Contracting authority.

Party to the Agreement binds itself to provide, bearing entire expenses incurred, scavangery of packaging, subject of goods supplied.

Should during time of Agreement implementation, an exchange of goods, per which Agreement is entered into come about (in case of technological advance,...) prior to supply commencement of new goods, Contracting authority having presented reasons for change of goods and having proven that the new item is at par as to quality and as to functionality with the previous one and having received consent in writing for item change, under equal price.

## **V TAKE-OVER OF GOODS**

### **Article 6**

Contracting authority binds itself to take over goods ordered in entirety, as under purchase order. Purchase order needs to be written in Slovene language and mandatorily needs to contain purchase order number.

Goods supplied under purchase order need always to bear same title as ordered, equal measurements and equal catalogue number. Supplied goods also need to be designated by bar code, containing particulars of item, including serial number and lot. Catalogue numbers need always to be the equal (dots, commas, spaces, ....) on all documents (purchase order, invoice) and goods sticker on box.

Quantitative take over of goods shall be rendered at take over, whereas qualitative take over shall be implemented under time limits in customary practice.

## **VI QUALITY OF GOODS**

### **Article 7**

Quality of goods shall comply to standards existing and quality declared in goods packaging.

## **VII TERMS OF PAYMENT**

### **Article 8**

Contracting authority shall pay entire amount of goods received to Party at Agreement to transaction account no. \_\_\_\_\_, not later than within 60 days as of date of having been served correctly submitted invoice upon goods having been taken over. Invoice needs mandatorily to contain entire purchase order number. Total amount of individual types of goods shall be computed by goods being multiplied by number of items supplied.

Total value of goods supplied shall be calculated by adding all values of each all goods supplied, computed in and referred to in previous paragraph of article hereto.

Party to the Agreement needs to serve all invoices to Contracting authority exclusively in electronic form (e-invoice), in conformity with Provision of payment services for budget users act (Official Journal of RS, no. 77/16).

Should there be lateness as to payment, Contracting authority shall pay statutory lateness interest.

## **VIII AGREEMENT ADMINISTRATOR**

### **Article 9**

Agreement Administrator for Contracting authority shall be: .....  
 Agreement Administrator for Party to the Agreement shall be: .....

## IX COLLATERALISING OBLIGATIONS

### Article 10

Party to the Agreement shall present the Contracting authority at signing the Agreement hereto, as instruments of collateral:

- Bill of exchange statement and own signed bill of exchange with authorisation in amount of 5% of the Agreement value, should value exceed 50.000,00 EUR DDV excluded and lower than 134.000,00 EUR, VAT excluded. Party to the Agreement need to assure that the bill of exchange be cashable the entire time of the Agreement; i.e.
- guarantee (by bank or insurer) for good performance of contractual obligations in amount of 5% of Agreement value, should the value be equal or exceed 134.000,00 EUR, VAT excluded.

Validity of financial collateralisation instruments referred to in previous indents needs to be not less than 10 days upon the Agreement validity.

Should cashing bills of exchange i.e. warrantees for good performance come about, Party to Agreement shall be needful to replace the cashed bill of exchange i.e. warrantee by a new one.

Should Party to the Agreement with respect to cashing the bills of exchange not dispose of sufficient funds on account, Contracting party shall sever Agreement with it.

Contracting authority shall cash the bill of exchange i.e. warrantee, should goods ordered at individual supply:

- not correspond to standards and quality;
- not receive them within time limit and in quantities laid down in purchase order,
- in other cases of violation of Agreement hereto.

## X ENTERING AGREEMENT, AGREEMENT EFFECTUATION AND AGREEMENT WITHDRAWAL

### Article 11

Agreement hereto is entered into for period of two years as of conclusiveness of decision on award of public procurement; the Agreement is entered into on date of signing by Contracting authority and Party to the Agreement and when Party to the Agreement serves collateral instruments referred to in article 10 of Agreement hereto.

Agreement hereto shall cease to effectuate, should Contracting authority become acquainted of violation of obligation under article 3 ZJN-3, para. 2, which has been conclusively established by court, as perpetrated by the Party to the Agreement, or its sub-contractor, further, should the Contracting authority become acquainted of competent state authority having established the Party to the Agreement or its sub-contractor, during the effectuation of Agreement hereto, not less than two violations have been perpetrated relating to payment for work, working time, repose, conducting work by civil law contracts, in spite of labour law elements existing, or relating to illegal work, where a fine for misdemeanour was pronounced to it by a conclusive decision or by multiple conclusive decisions.

The resolutive condition referred to in previous paragraph shall be rendered provided that the time period since being acquainted with the violation and the expiry of validity shall be not less than six months, in case of sub-contractor appearing further that violations



established with sub-contractor Party to the Agreement has not appropriately replaced or replaced the sub-contractor within time limit of 30 days as of becoming acquainted with violation.

Should resolatory condition be met, it shall be considered Agreement hereto to be dissolved on the date of entering into new framework agreement on implementation of public procurement i.e. on thirtieth day as of acquaintance with violation, should Contracting authority not commence with awarding public procurement without delay i.e. not later than within 30 days as of acquaintance with violation.

## **Article 12**

Contracting authority shall communicate in writing all complaints relating to the Agreement implementation to parties to the Agreement. Should Party to the Agreement not take into consideration legitimate complaints by the Contracting authority, Contracting authority may exclude Party to the Agreement from Agreement hereto. Contracting authority shall inform Party to the Agreement in writing.

Contracting authority may withdraw from Agreement hereto should Party to the Agreement:

- reject a purchase order without foundation,
- be late with purchase order implementation,
- implement a purchase order in a manner lacking quality.

## **XI ANTI-CORRUPTION CLAUSE**

### **Article 13**

Agreement hereto shall be null and void, should it be established that, at the implementation of the public procurement, under which Agreement hereto was entered into, or at the implementation of Agreement hereto, anyone on his own behalf or on behalf of the Agreement counterparty had promised, offered or had given any inadmissible benefit for the attainment of the transaction or entering into transaction hereto under more favourable conditions or for failure of due supervision of contractual obligations implementation or for other conduct or failure to conduct, under which damage was afflicted to organ or organisation from public sector or for the attainment of inadmissible benefit has been enabled to organ representative, organ or organisation from the public sector, intermediary to a representative of the Contracting authority and intermediary of the Contracting authority or another organ or organisation from the public sector, the contractual counterparty or its representative, agent, intermediary.

## **XII FINAL PROVISIONS**

### **Article 14**

Terms and conditions laid down in Agreement hereto shall be in force for the entire period of Agreement effectuation.

Agreement hereto may be altered or amended by annex in writing, adopted and signed by all Parties to the Agreement. Should any of the Agreement provisions be or become invalid, this shall have no effect upon other Agreement provisions. The invalid provision shall be replaced by a valid one, to the most appropriate to the intent, pursued by the invalid provision.

**Article 15**

Disputes under Agreement hereto, if any, which Parties were not able to resolve by agreement, shall be resolved by competent court in Maribor.

**Article 16**

Agreement hereto has been drafted in two equal copies, of which each Party to the Agreement shall retain one.

	No. ....
In            on	In Maribor, on.....
Party to the Agreement:	Contracting Authority:
	UKC Maribor:
Director:	UKC Director:
	prof. dr. Vojko Flis, MD

## CONSENT FOR OBTAINING PERSONAL DATA

### 1 TENDERER'S DATA:

Tenderer's name: .....  
 Address: .....  
 City and postal code: .....  
 VAT no. .... ID number: .....  
 Court registry number (application no.) .....

### 2 Legal representative data<sup>1</sup>:

2.1 Legal representative: .....

Address: .....

Address of permanent residence

City and postal code: .....

ID number: .....

2.2 Legal representative: .....

Address: .....

Address of permanent residence

City and postal code: .....

ID number: .....

2.3 Legal representative: .....

Address: .....

Address of permanent residence

City and postal code: .....

ID number: .....

2.4 Legal representative: .....

Address: .....

Address of permanent residence

City and postal code: .....

ID number: .....

University Medical Center Maribor, Ljubljanska ulica 5, 2000 Maribor (as the contracting authority), is given the consent in accordance with Article 77 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, no. 91/15 and 14/18, hereinafter referred to as ZJN-3), to deliver the following supplies within the public procurement: SPINAL CORD AND DEEP BRAIN STIMULATION SYSTEMS, published at the Public Procurement Portal, date of publication 04.02.2019, No. of publication

\_\_\_\_\_  
 In the event that the tenderer operates with more legal representatives than provided in this form, it is necessary to use a form with all representatives listed.

JN000593/2019-B01 and in the Official Journal of EU, date of publication 05.02.2019, No. of publication 2019/S 025-054697, obtains information from the relevant Ministry of Justice, that there are no exclusion grounds listed in Article 75 of ZJN-3.

1. ....  
(Legal Representative's Signature)

Stamp:

2. ....  
(Legal Representative's Signature)

Place and date: .....

3. ....  
(Legal Representative's Signature)

4. ....  
(Legal Representative's Signature)

This consent is an integral part of the tender for public procurement: Spinal cord and deep brain stimulation systems.

**CONTRACTING AUTHORITY  
REQUIREMENT SPECIFICATION**Subject of **022****001 Spinal Cord and Deep Brain Stimulation System 2019-2020 Spinal Cord**

CPV: 33196000

No.	Item	Ident.	EM	Quantities tendered	Pack aging	Manufacturer	Protected Name	Catalogue No.
1	Stimulator protection cap	852031	PCS	10				
2	Surgical lead, min. 16 electrodes	414867	PCS	2				
3	Multi-test cable	822213	PCS	10				
4	Neurostimulation device; non-rechargeable	415111	PCS	6				
5	Neurostimulation device; rechargeable	922002	PCS	4				
6	Percutaneous lead, min. 8 electrodes	822272	PCS	10				
7	Extension wire, 40 and 60cm in length	873934	PCS	10				
8	Patient programming device	414948	PCS	10				
9	Neurostimulation device charging system	822205	PCS	4				
10	Tunneling Lead	922001	PCS	10				

STAMP AND SIGNATURE:

## CONTRACTING AUTHORITY REQUIREMENT SPECIFICATION

Subject of **022****002 Spinal Cord and Brain Core Stimulation System 2019-2020 Spinal Cord**

CPV: 33196000

No.	Item	Ident.	EM	Quantities tendered	Pack aging	Manufacturer	Protected Name	Catalogue No.
1	DBS Quad Electrode, set excl. Stimloc, STN, distance between electrodes 0.5mm, electrode length 6mm, various lengths	822132	PCS	6				
2	DBS Quad Electrode, set excl. Stimloc, to stimulate the ventral intermediate nucleus of the thalamus (VIM), the internal globus pallidus (GPi), distance between electrodes 1.5mm, electrode length 6mm, various lengths	873926	PCS	6				
3	Microrecording Electrodes	822175	PCS	6				
4	Monitoring and stimulation wire	822183	PCS	6				
5	EQUIPMENT RENTAL - surgery computer system	990099	PCS	6				
6	Neurostimulation device; non-rechargeable	873691	PCS	10				
7	Stretch-Coil extension , various lengths	873977	PCS	12				
8	Patient programming device	873705	PCS	6				
9	StimLoc base ring to secure electrodes	873993	PCS	12				
10	Extension lead	873985	PCS	6				
11	Lead for the insertion of microrecording electrodes	822191	PCS	6				

STAMP AND SIGNATURE:

## **ANNEX TO THE CONTRACTING AUTHORITY REQUIREMENT SPECIFICATION**

### **CONTRACTING AUTHORITY REQUIREMENT SPECIFICATION**

#### **Deep Brain Stimulation Systems**

- The system should include trial intracranial leads, neurostimulation electrodes, permanent stimulation electrodes, fixation (anchoring device), electrode-extension wires of several lengths, neurostimulator
- Programming device for both clinician and patient
- MRI-compatible material under certain conditions (electrodes, extension wires, neurostimulators, MRI-compatible fixing systems)
- Enables the interleaving stimulation using electrodes (various parameters located on two different contacts of the same electrode enable enhanced stimulation with less adverse effects)
- Enables to program several stimulation groups using the clinician programmer (4 groups) for the patients to choose from using their own programmer (A-group: walk, B-group: talk, C-group: rest, etc.)
- The patient's programmer should enable options to change amplitudes, pulse width, and frequencies (rate)
- Amplitude measured as voltage/amperage
- Neuromonitoring wire must be compatible with computer system
- Technical support for each procedure should be provided in Slovene language
- User manual for the patient's programmer should be provided in Slovene language
- 24/7 helpline providing technical support to all patients with an implanted DBS system.

#### **Brain Cord Stimulation Systems**

- Stimulators delivering HD, HF, and BURST stimulations
- MRI-compatible electrodes
- Data download to external media enabled
- Stimulation adjustment according to the patient's body position
- Clinician programming device to program stimulations included
- Patient programming device
- External stimulator for trial period included
- Rechargeable and non-rechargeable battery driven devices
- Surgical electrodes
- Percutaneous external trial leads
- Connecting wires of several dimensions
- Technical and educational support offered by the manufacturer

## TENDER SPECIFICATION INCL. PRICES

Subject of **022 Spinal Cord and Deep Brain Stimulation System 2019-2020 001 Spinal  
Cord Stimulator System**

CPV: 33196000

Item	Ident.	Anticipated Qnt.	EM	Price excl. VAT	VAT%	Price excl. VAT	Manufactur
Stimulator protection cap	852031	10	PCS				
Surgical lead, min. 16 electrodes	414867	2	PCS				
Multi-test cable	822213	10	PCS				
Neurostimulation device; non-rechargeable	415111	6	PCS				
Neurostimulation device; rechargeable	922002	4	PCS				
Percutaneous lead, min. 8 electrodes	822272	10	PCS				
Extension wire, 40 and 60cm in length	873934	10	PCS				
Patient programming device	414948	10	PCS				
Neurostimulation device charging system	822205	4	PCS				
Tunneling Lead	922001	10	PCS				

TOTAL VALUE: 10 0,00 € IP AND SIGNATURE:



## TENDER SPECIFICATION INCL.

Subject of **022 Spinal Cord and Deep Brain Stimulation System 2019-2020 002 Spinal  
Cord Stimulator System**

CPV: 33196000

Item	Ident. Qnt.	EM Price excl. VAT	VAT	VAT%	Price excl. VAT	Manufactur
DBS Quad Electrode, set excl. Stimloc, STN, distance between electrodes 0.5mm, electrode length 6mm, various lengths	822132	6	PCS			
DBS Quad Electrode, set excl. Stimloc, to stimulate the ventral intermediate nucleus of the thalamus (VIM), the internal globus pallidus (GPi), distance between electrodes 1.5mm, electrode length 6mm, various lengths	873926	6	PCS			
Microrecording Electrodes	822175	6	PCS			
Monitoring and stimulation wire	822183	6	PCS			
EQUIPMENT RENTAL - surgery computer system	990099	6	PCS			
Neurostimulation device; non-rechargeable	873691	10	PCS			
Stretch-Coil extension , various lengths	873977	12	PCS			
Patient programming device	873705	6	PCS			
StimLoc base ring to secure electrodes	873993	12	PCS			
Extension lead	873985	6	PCS			
Lead for the insertion of microrecording electrodes	822191	6	PCS			

TOTAL VALUE: 11 0,00 € AND SIGNATURE: