

**SCHOOL OF MEDICINE, UNIVERSITY OF ZAGREB
ŠALATA 3, 10000 ZAGREB**

**Subject of procurement
ACQUISITION AND INSTALLATION OF A PRECLINICAL MAGNETIC RESONANCE IMAGING
(MRI) SYSTEM FOR SMALL LABORATORY ANIMALS**

Procedure: Open procurement procedure

**Invitation for tenders in the open public procurement procedure,
Number: VN 02/2013**

Zagreb, September 2013

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1. GENERAL INFORMATION

1.1. Contract authority's information

Contract authority's title and head office: **SCHOOL OF MEDICINE, UNIVERSITY OF ZAGREB/MEDICINSKI FAKULET SVEUČILIŠTA U ZAGREBU**

Personal Identification Number (OIB): 45001686598, MBS: 3270211

URL: www.mef.unizg.hr

1.2. Communication and exchange of information between the contract authority and economic entities

Contact person: Mrs. Maja Džapo

Telephone: ++385-1/4566-992

E-mail: maja.dzapo@mef.hr

The tender documentation has been published in the Electronic Public Procurement Classifieds of the Republic of Croatia. According to the Article 78. (Official Gazette No. 83/2013), documentation can be published in foreign language, but in case of any controversy, tender documentation in Croatian language is relevant.

Based on Article 54, paragraph 1 of the Public Procurement Act (Official Gazette No. 83/2013), communication and any other exchange of information between the contracting authority and economic entities **is carried out by e-mail stated above or directly throughout post service.**

At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract and tender specifications.

Such requests for clarification, together with the responses, will be published by the contracting authority via Croatian Official Gazette internet address indicated below:

<https://eojn.nn.hr/Oglasnik/clanak/electronic-public-procurement-of-the-republic-of-croatia/0/81/>

and the contract authority's internet address indicated below:

<http://www.mef.unizg.hr/druga.php?grupa=020209010000>

Requests for additional information received less than six (6) days before the final date for submission of tenders will not be processed.

The contracting authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders. This information will be published by the Contracting Authority via internet addresses indicated above.

Communication between the contracting authority and economic entities must be composed in Croatian and/or English language.

1.3. Procurement registry number: VN 02/2013

1.4. List of economic entities In accordance with Article 13 of the Public Procurement Act:

According to the Article 13 of the Public Procurement Act (Official Gazette No. 83/2013), the School of Medicine, University of Zagreb, is not allowed to conclude public procurement contracts (as a Tenderer, member of a Consortium or subcontractor to a selected Tenderer) with the following business entities:

1. Spartak d.o.o., Mala Kosnica 3, Velika Gorica OIB: 24207363440
2. Odvjetnički ured Velebit Božikov, Jure Petrekovića 21, 10290 Zaprešić.
3. Poliklinika "Šalata", Novakova 17, 10000 Zagreb, OIB: 11497218731
4. Klinički bolnički centar Zagreb, Kišpatićeva 12, OIB: 46377257342
5. Patinac d.o.o, Horvatovac 6, 10000 Zagreb, OIB: 84137313628
6. LTD savjetovanje d.o.o. Zagreb, Palinovečka 19E, OIB: 83253866952

1.5. Type of public procurement procedure

Open public procurement procedure based on Article 2, section 15 and Article 31 of the Public Procurement Act (Official Gazette No. 83/2013).

1.6. Estimated value of procurement

The estimated maximum amount for the execution of all the tasks in this call for tenders is 9.000.000,00 Kunas.

1.7. Type of public procurement contract

Contract on the public procurement of goods.

1.8. Statement on whether a public procurement contract or a framework agreement is concluded

A contract on the public procurement of goods is concluded.

1.9. Statement on non-application of electronic auction

Electronic auction is not applied.

Electronic submission of bids is not allowed.

2. INFORMATION ON THE SUBJECT OF PROCUREMENT

2.1. Subject of procurement

Acquired is a preclinical magnetic resonance imaging (MRI) system for small laboratory animals, in particular mice and rats, with ultra-high magnetic field strength of at least 7T and all accompanying subsystems for anesthesia control, physiological monitoring and body temperature control – 1 piece
Numerical code of the subject of procurement from the Common Procurement Vocabulary (CPV):
33111610-0

2.2. Description and technical specification of the subject of procurement

Type, quality and quantity of the subject of procurement are listed under Section 8. – Description of the subject of procurement – technical specifications.

2.3. Location of delivery of the subject of procurement

Place of delivery and installation of the subject of procurement is the School of Medicine, University of Zagreb, Šalata 11, HR 10000 Zagreb.

2.4. Term of delivery of the subject of procurement/fulfillment of contractual obligations

Contractual obligations (delivery, installation until the full function of the subject of procurement) shall be fulfilled by the Supplier within a term not longer than 14 months from the date of the signing of the contract.

3. EXCLUSION CRITERIA

3.1. Obligatory reasons for the exclusion of a Tenderer (Article 67, paragraph 1, sections 1, 2 and 3 of the Public Procurement Act, Official Gazette No. 83/2013):

In accordance with Art. 67, the contract authority must exclude a tenderer from further public procurement procedure in the following cases:

3.1.1. if an economic entity or a person authorized by law to represent the economic entity has been convicted of any of the following offenses or for equivalent offenses under the relevant regulations of the state of Croatia or the state where the economic entity is established;

a) fraud (Article 236), fraud in business activities (Article 247), acceptance of bribery in business transactions (Article 252), giving bribery in business transactions (Article 253), abuse of the procurement procedure (Article 254), evasion of payment of taxes or duties (Article 256), subsidy fraud (Article 258), money laundering (article 265), abuse of position and authority (Article 291), illegal facilitation (Article 292), acceptance of the bribery (Article 293), giving bribery (Article 294), trading in influence (Article 295), bribery of trading in influence (Article 296), criminal association (Article 328) and the offenses within the criminal association (Article 329) of the Croatian Criminal Law,

b) fraud (Article 224), money laundering (article 279), fraud in business activities (Article 293), acceptance of bribery in business transactions (Article 294), giving bribery in business transactions (Article 294b), organizing association to commit a crime (Article 333), abuse of position and authority (article 337), abuse of public office authority (Article 338), illegal mediation (Article 343), acceptance of bribery (Article 347) and giving bribery (Article 348) of the Croatian Criminal Law ("Official Gazette", no. 110/97., 27/98., 50/00., 129/00., 51/01., 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. i 143/12.),

Document by which economic entities prove that there are no circumstances leading to their exclusion from the further public procurement procedure is:

- Declaration on Honor, duly signed and dated by an authorized representative, stating that the tenderer is not in any of the situations of exclusion listed above. In the case of a joint tender or subcontractors whose intention is to share the contract, each member of the consortium/subcontractors shall provide its Declaration of Honour.

Document or the statement, must not be older than three (3) months from the date when the public procurement procedure was published.

3.1.2. if the economic entity has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes, unless the payment was postponed according to specific regulations.

Document by which economic entities prove that there are no circumstances leading to their exclusion from the further public procurement procedure is:

- Tax administration certificate issued by the authorized body of the state of residence of the economic entity, proving they have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

If the Tax administration certificate is not issued in the state of residence of the economic entity, it can be replaced by a sworn statement or a solemn statement by a person legally authorized to represent the economic entity before the authorized judicial or administrative body or notary or the authorized professional or trade body in the state of residence of the economic entity.

Document or the statement, must not be older than thirty (30) days from the date when the public procurement procedure began.

3.1.3 if the economic entity has submitted false information as a proof that there are no reasons for exclusion and that economic entity qualifies for execution of procurement.

In the case of Joint tenders, regarding the requirements under paragraphs 3.1.1, 3.1.2.,3.1.3., all members are **obliged to prove their capacity individually.**

3.2 Other reasons for the exclusion of tenderer (Article 68, paragraph 1, sections 1, 2, 3 and 4 of the Public Procurement Act, Official Gazette No. 83/2013):

The contract authority will exclude tenderers from further public procurement procedure if:

3.2.1 they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

3.2.2 they launched preliminary proceedings in order to determine the conditions for the opening of bankruptcy, or liquidation ex officio, or procedure before the court to set the person who will manage liquidation, or an arrangement with creditors, or similar procedure under regulations of the state where the economic entity is established.

Documents by which economic entities prove that there are no circumstances leading to their exclusion from the further public procurement procedure are:

- Excerpt from the court, or other appropriate register of the state of residence of the economic entity, that should not be older than three (3) months from the date of commencement of the procurement procedure or,
- equivalent document issued by a competent judicial or administrative authority in the state of residence of the economic entity, if the document aforementioned is not issued or it does not contain all the information needed to determine required circumstances or,

- statement under oath or equivalent statement from the person who is legally authorized to represent the economic entity before a competent judicial or administrative authority, or a notary, or a competent professional, or trade body in the state of residence of the economic entity, or a statement certified by a notary.

3.2.3 in last two years to the beginning of this public procurement procedure, they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify. Grave professional misconduct responds to professional activity contrary to relevant regulations, collective agreements, rules of the profession or the agreement on public procurement, which is of such nature that makes tenderer inappropriate and unreliable for conducting public procurement contract or framework agreement that contracting authority intends to conclude. Difficult professional negligence in the execution of public contracts result a significant and / or repeated deficiencies in the performance of the essential requirements of the agreement that led to his early termination, damage or other similar consequences. The existence of serious professional failure, the contracting authority will prove on the basis of an objective assessment of the circumstances of each case.

In the case of Joint tenders, regarding the requirements under paragraphs 3.2.1,3.2.2.,3.2.3., all members are **obliged to prove their capacity individually.**

Contract authority will review, evaluate and compare tenders received and will exclude from further procurement procedure tenderers found to have FAILED to submit evidence in accordance with the required in 3.1.1.3.1.2., if the economic entity submitted false information in this tender documentation.

The documents requested by the contract authority in this tender documentation for the purpose of proving that there are no reasons for exclusion and that the tenderer has proven its capacity, can be submitted as unverified copies. An unverified print of an electronic document is also deemed an unverified copy.

After the evaluation of submitted tenders and according to the selection criteria, before making the decision on the selection, the contract authority may ask the winning tenderer/consortium with whom it intends to make a public contract or framework agreement to submit the original or certified copies of one or more documents required, in accordance with Articles 67 and 68 of Public Procurement Act.

If the contract authority requests the submission of the original or certified copies, the winning tenderer will submit originals issued by the competent authorities or certified copies of all required documents (certificates, documents, statements, authorizations, etc.) no later than 5th day from the day of receipt of the request. The originals or certified copies of documents may differ from previously submitted uncertified copies of the documents, for example in respect of the issue date or age, but they must prove that the tenderer continues to meet the requirements specified by the contracting authority in the procurement process.

4. PROVISIONS REGARDING TENDERER CAPACITY

4.1. Conditions for a tenderers legal and business capacity (*Article 70 of the Public Procurement Act*)

4.1.1. In this public procurement procedure, the tenderer must prove its business and legal capacity by submitting a valid excerpt of the court, trade, professional or another appropriate register of the state of residence of the economic entity, which proves that economic entity is registered for conducting business required in this tender documentation. If none of the above evidence are issued in the country of residence of the tenderer, the tenderer may submit an equivalent certified statement of registry from authorized body. The excerpt or Statement by which the economic entity proves the existence of legal and business capacity must not be older than three (3) months, calculating from the date when the public procurement procedure began.

The tenderer is capable if registered to perform requested operations, as requested in Sec. 4.1.1. of the procurement documentation.

In the case of joint tenders, all members are obliged to prove their capacity individually, as requested in Sec. 4.1.1. of the procurement documentation and in accordance with Art. 70, Pars. 1 and 5. of the Public Procurement Act)

The documents requested by the contract authority in this tender documentation, for the purpose of proving that there are no reasons for exclusion and that the tenderer has proven its capacity, can be submitted as unverified copies. An unverified print of an electronic document is also deemed an unverified copy.

If the contract authority requests the submission of the original or certified copies, the winning tenderer will submit originals issued by the competent authorities or certified copies of all required documents (certificates, documents, statements, authorizations, etc.) no later than 5th day from the day of receipt of the request. The originals or certified copies of documents may differ from previously submitted uncertified copies of the documents, for example in respect of the issue date or age, but they must prove that the tenderer continues to meet the requirements specified by the contracting authority in the procurement process.

4.2. Financial capacity conditions (*Article 71 of the Public Procurement Act*)

Tenderers must prove their financial and economic capacity by supplying the following documents:

- the document issued by a bank or other financial institution proving the solvency of the economic entity. Evidence is provided in uncertified copies and must not be older than 30 days from the start of the procurement procedure
- balance sheets for the last two years (2011 and 2012) and
- profit and loss accounts for the last two years for which accounts have been closed,

The documents requested by the contract authority in this tender documentation, for the purpose of proving that there are no reasons for exclusion and that the tenderer has proven its capacity, can be submitted as unverified copies. An unverified print of an electronic document is also deemed an unverified copy.

If the contract authority requests the submission of the original or certified copies, the winning tenderer will submit originals issued by the competent authorities or certified copies of all required

documents (certificates, documents, statements, authorizations, etc.) no later than 5th day from the day of receipt of the request. The originals or certified copies of documents may differ from previously submitted uncertified copies of the documents, for example in respect of the issue date or age, but they must prove that the tenderer continues to meet the requirements specified by the contracting authority in the procurement process.

4.3. Technical and professional capacity conditions (*Article 72 of the Public Procurement Act*)

Tenderers must prove sufficient technical and professional capacities for satisfying contractual provisions by submitting the following evidence:

4.3.1. List of trained experts responsible for installation and training related to the subject of procurement (Article 72, paragraph 3, section 3 of the Public Procurement Act).

4.3.2. Catalog/or photographs/or sketches of the subject of procurement, whose authenticity must be verified at the contract authorities request, which must be submitted in Croatian or English language.

4.3.3. List of completed deliveries of the same kind like in this tender documentation in the last three years (preclinical magnetic resonance imaging (MRI) system for small laboratory animals, in particular mice and rats, with magnetic field strength of at least 7T or more), which must contain at least 5 deliveries (devices sold and put in use) in the European Union in order to prove the quality assurance of the fulfillment of specific legal provisions regarding medical and technological criteria related to proper installation of devices with strong magnetic fields. The list must include details of the client (the institution), date and place of delivery, a brief description of the installed system, and contact information of the accountable officer of the client.

4.3.4. Evidence of compliance of equipment offered with the following EC directives:

- 2004/108/EG Electromagnetic compatibility
- 2006/95/EEC Safety of Low Voltage Electrical Equipment

The documents requested by the contract authority in sections 4.3.1, 4.3.2, 4.3.3, and 4.3.4 for the purpose of proving that there are no reasons for exclusion and that the tenderer has proven its capacity, can be submitted as unverified copies. An unverified print of an electronic document is also deemed an unverified copy.

If the contract authority requests the submission of the original or certified copies, the winning tenderer will submit originals issued by the competent authorities or certified copies of all required documents (certificates, documents, statements, authorizations, etc.) no later than 5th day from the day of receipt of the request. The originals or certified copies of documents may differ from previously submitted uncertified copies of the documents, for example in respect of the issue date or age, but they must prove that the tenderer continues to meet the requirements specified by the contracting authority in the procurement process.

5. TENDER INFORMATION

5.1. Contents of the tender

The tender shall contain and be bound as follows:

1. Authorization form 7.6.1 (not to be bound within the tender)
2. Tender form -7.1 or 7.2 or 7.3
3. Declaration of Honor
4. Tax administration certificate on the debt status or an equivalent document
5. Excerpt from the court, trade, professional or other register that proves legal and business capacity or an equivalent document
6. Document from the bank that proves solvency of the tenderer
7. Balance sheets for 2011 and 2012
8. Profit and loss accounts for 2011 and 2012
9. List of trained experts responsible for the installation and training
10. List of completed equivalent deliveries in the past 3 years
11. Evidence of compliance with EU directives
12. Bid bond (in PVC folder) according to the bid bond template (7.6.2)
13. Statement form
14. Statement - guarantee for the performance of the contract (filled, signed and stamped)
15. Statement – warranty assurance bond (filled, signed and stamped)
16. Statement – acceptance of general and special conditions of this tender documentation
17. Contract proposal – filled and signed
18. Signed and stamped technical specification with the indications that the offered subjects of procurement meet the required parameters.
19. Catalogue/photographs/sketches with clear indication of the number of all technical specification items related to the functionality of the procurement subject.
20. Other items requested in tender documentation

A part of the tender, related to the requirements on the properties of the subject of procurement, as described and required under section 8 of this tender documentation, must be delivered completely filled out for all items, on paper with a clear indication of the item and an indication of the page from the manufacturer's technical specification (catalogue), and clearly and unambiguously marked in the catalogue/photographs/sketches for all items related to the functionality of the procurement subject. The offered subject of procurement must fully meet all the required technical conditions from the description of the subject of procurement and technical specifications.

As proof of meeting all the required conditions from the description of the subject of procurement and technical specifications in this tender documentation, the tenderer must attach the catalogue/photograph/sketches and technical specification, made and certified by the manufacturer of the offered subject of procurement.

The catalogue/photographs/sketches and technical specification must be delivered with the description of the subject of procurement in Croatian or English language.

The tender is made in such a way that it must be bound as a single unit. If due to its size or other objective circumstances, the tender cannot be made in a way that it is a single unit, it is made in two or more parts.

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

Parts of the tender, such as catalogues, which cannot be bound, shall be marked by the tenderer with a title and stated in the tender contents as a part of the tender. If the tender consists of several parts, the tenderer must state how many parts the tender consists of in the contents. Page numbering of the tender must be in the form of number of page/total number of pages (1/33, 2/33, 3/33....) When the tender consists of several parts, the pages of the tender are number-coded in such a manner that each subsequent part starts with the number which is a continuation of the page number with which the previous part ends. If a part of the bid has been numbered originally (e.g. catalogs), the Bidder is not obliged to renumber this part of the bid.

The tenders are written in non-erasable ink. Corrections in the bid must be made in such a way that they are visible. Corrections must bear an indication of the correction date and be certified by the tenderers's signature.

When creating the tender, the tenderer must comply with the requirements and conditions from this tender documentation published in the Electronic Public Procurement Classifieds. The text of the tender documentation must not be altered or supplemented. The tender must be made as a hard copy and using the tender templates which are the basis for creating the tender.

Together with the corresponding documents, the tender is composed in Croatian or English language. Catalogues/photographs/sketches can be submitted in English language.

If the tenderer agrees with the contract authority's request for the extension of the validity of the tender, the bank guarantee (bid bond) must also be extended in accordance with the extension of the validity of the tender.

The offered subject of procurement must fully comply with all requests stated in technical specification and subject of procurement description.

Variants – are not allowed

Lots - **not** applicable to the present invitation to tender.

Joint tenders are allowed.

A Consortium is an association of several economic entities which has submitted a joint tender timely.

The tender contains individual information for each consortium member: title and head office, address, the national identification number according to the country of residence of the economic entity, if applicable, account number, e-mail address, contact person, number of telephone and fax.

Tenders from consortiums of economic operators must specify the part, quantity and the price of the part of the tender they should execute for each of the members of the consortium. The tender shall be submitted jointly by the economic operators, who shall also assume joint liability for the tender submission. The payments shall be made to each member of the consortium individually, if consortium does not indicates differently.

The member of the Consortium authorized to communicate with the contract authority must be indicated in the tender file.

Subcontractors

Subcontracting is defined as the situation where a contract has been or is to be established between the contracting authority and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the work.

Subcontracting is permitted in the tender but the contractor will specify the part, quantity and the price of the part of the tender to be executed for each of the subcontractor, and shall supply for each subcontractor the following information that is the integral part of the public procurement contract:

- Name and head office of the tenderer, address, national identification number, in accordance with the country of residence of the economic entity and account number of subcontractor
- part, quantity and the price of the part of the tender to be executed by the subcontractor

The payments shall be made to each subcontractor individually. The successful tenderer has to along with its invoices also submit invoices of its subcontractors that were previously confirmed by the contractor itself.

During the execution of public procurement contracts, the successful tenderer may require from the contracting authority:

- a change of the subcontractor for that portion of the public procurement contract that was previously subcontracted
- to take over a portion of the public procurement contract that was previously subcontracted,
- to introduce one or more new subcontractors whose total share may not exceed 30% of the value of public procurement contracts regardless of whether or not parts of the public procurement contract had previously been subcontracted. Along with the request, selected tenderer must submit general information about subcontractor (name, address, account number, ID number).

Prior to request approval the Contract authority may require additional valid documents which prove that the new subcontractor fulfills the following;

- conditions stated in Article 67. and 68. of Public Procurement Law if they applied to subcontractors in procurement procedure (Official Gazzette 90/11, 83/13)
- conditions stated in Article 71.and 72. of Public Procurement Law if the selected tenderer relied upon replaced subcontractor's capacities when proving its financial and technical capacity (Official Gazette 90/11, 83/13)
- possession of valid authorization or guild membership according to Article 70., paragraph 4 of Public Procurement Law (Official Gazette 90/11, 83/13) if applicable.

Participation of the subcontractor does not relieve the selected tenderer of any responsibility in executing of public procurement contract.

5.2. Tender submission rules.

The tender is delivered in a closed envelope to the contract authority's address stated in tender documentation.

On the tender envelope, the following must be given:

- Name and address of contract authority,
- Name and address of tenderer,
- Registration number of procurement (VN 02/13),
- Name of the subject of procurement,
- "do not open" mark.

5.3. Manner in which documents common to lots are submitted

Not applicable.

5.4. Modifications and/or amendments to the tender and renouncing the tender

The tenderer can, before the tender submission deadline, deliver modifications and/or amendments to the tender.

Modifications and/or amendments to the tender are delivered in the same manner as the basic tender, however, stating that they are modifications and/or amendments.

The tenderer can, before the tender submission deadline, renounce the delivered tender by written statement. The written statement is delivered in the same manner as the tender, with an indication of the renouncement of the tender. In this case, the tender is returned to the tenderer unopened.

5.5. Tender price

The tenderer expresses the tender price in Euros. The tender price is stated in numbers and letters, in accordance with the tender forms.

The tender price without VAT must include all expenses (packing, transport, delivery, rigging and installation at the provided installation site, education, site planning) and discounts.

The tender price is unchangeable.

Tenderers should offer a price not greater than the estimated value of this procurement procedure (kn 9,000,000.00). In order to compare the offered amount in Euros with the estimated value in kunas, the tenderer, when calculating the price in Euros, is obliged to apply the middle exchange rate of Croatian National Bank on July 16th 2013.(1 Euro = 7.530095 Kuna), which was valid when a prior information notice was published in Electronic Public Procurement Classifieds of the Republic of Croatia.

5.6. Tender creation fee

Tender documentation is free of charge.

5.7. Tender selection criteria

The selection criterion is the lowest price on the basis of Article 82, paragraph 1, section 2 of the Public Procurement Act.

5.8. Tender validity term

The tender validity term must be stated in the tender and cannot exceed **90 days** from the day of public tender opening. The contract authority can request the extension of the tender validity in writing.

5.9. Payment term, method and conditions

Payment is made on basis of public procurement contract signed with selected tenderer, in accordance with the contract proposal herein included.

The contracted price shall be paid as follows:

- 1st installment – in the amount of 25.00 % of the agreed price, advance payment upon tender selection and contract signing.
- 2nd installment – in the amount of 50.00 % of the agreed price, upon successfully completed delivery.
- 3rd installment - in the amount of 25% of the agreed price, upon successful rigging, installation and test operation, completed basic education and after signing the handover report.

Issuing the pro-forma invoice and invoices:

Pro-forma invoice and invoices are to be issued without calculated and expressed VAT!

1. The successful tenderer shall, upon signing the contract, deliver to the contract authority the pro-forma invoice on the amount of the advance payment (25% of the total price). After completed payment according to the pro-forma invoice, the winning tenderer will issue an invoice for the amount paid in advance, on which the balance of all other installments to be paid by the contract authority shall be indicated .
2. After completed delivery, the winning tenderer will likewise provide the invoice for second installment payment of 50% of the total price and will on the same invoice specify the amounts already paid and the remaining amount that the contract authority must pay.
3. After completed education, the winning bidder will likewise provide the invoice for the third installment payment of 25% of the total price and will on the same invoice specify all amounts already paid.

The template of the Handover report is located on the internet address below:

<http://www.mef.unizg.hr/druga.php?grupa=110300000000>

6. OTHER PROVISIONS

6.1. Bank guarantees

Bid bond - In the tender, the tenderer must submit a **bank guarantee /bid bond** in accordance with the form attached to this tender documentation, or make a deposit on the amount of 50,000.00 Euros (fifty thousand Euros), or equivalent amount in kunas by using exchange rate on the day that guarantee or deposit are prepared or made.

Bank guarantee shall be payable on the first call, without complaint (protest) and unconditionally. The expiry term for the bank guarantee must not be shorter than the expiry term of the tender (90 days). If the tenderer accepts the contract authority's request for an extension of tender validity term, the bid bond shall be prolonged in accordance with the extended term. For this purpose, the contract authority shall give the tenderer an appropriate deadline.

If the bid bond was submitted in the form of deposit, the deposit shall be deposited into the account of the contract authority stated below:

For Kuna deposit: HR842340009-1110024619

For Euro deposit:

BANK NAME: PRIVREDNA BANKA ZAGREB d.d.

BRANCH ADDRESS: RAČKOGA 6

TOWN/CITY: ZAGREB

POST CODE: 10000

BIC/SWIFT CODE: PBZGHR2X

IBAN CODE: HR50 2340 0091 3105 3150 6

ACCOUNT NUMBER: HR50 2340 0091 3105 3150 6

In this case the tenderer is required to provide proof of payment of the deposit from which it must be evident that the transaction was executed.

The contract authority may claim the amount of the tender guarantee in the case of:

- a) withdrawal of tender within tender validity,
- b) providing false information in the sense of Article 67 Paragraph 1 Item 3 Public Procurement Act,
- c) failure to provide the original or certified copies in accordance with Article 95 item 4. Public Procurement Act,
- d) refusal to sign the public procurement contract or framework agreement,
- e) failure to provide guarantees for the proper performance of the contract/performance bond.

Contract authority shall return the bid bond to those tenderers whose tender was not selected immediately after completion of the procurement procedure.

The contract authority will return the bid bond within 8 days after the completion of the public procurement procedure (signing the contract), provided that the performance bid was submitted.

Bid bond is an integral part of the tender and shall be bound into a whole, by placing it in PVC folder sealed on top with a previously stamped label, in order to prevent the taking out of the bond from the open side of the folder without authorisation. The external bottom of the PVC folder shall be numbered like all other pages in the tender by using label.

Performance bond - Selected tenderer will submit a guarantee that shall be payable on the first call, without complaint (protest) and unconditionally, on the amount of 25% of the total price in accordance with the contract, valid as long as the contractual obligations and not less than 14 months plus 15 days. The selected tenderer shall submit the guarantee for the good performance of the contract within 8 days of the signing of the public procurement contract.

Selected tenderer will submit a warranty assurance bond that shall be payable on the first call, without complaint (protest) and unconditionally to the amount of 10% of the total cost in accordance with the contract, within 8 days from signing the handover report. The warranty applies to the entire system and all its components and is valid and enforceable within 1 (one) year.

6.2. Necessary statements

Necessary statements on the acceptance of general and special conditions listed in this tender documentation must be verified by the tenderer's signature and stamp.

6.3. Date, time and place of opening the tenders

Contract authority announced prior information notice on June 16th 2013 in Electronic Public Procurement Classifieds of the Republic of Croatia No.: 2013/S 001-0063590. Accordingly the tenders must be delivered not later than **October 18th, 2013 by 11.00 a.m. to the address: Medicinski fakultet, Šalata 3, 10000 Zagreb – registry office, by registered mail or by personal delivery.**

Opening of tenders shall take place on October 18th, 2013 at 11.00 a.m. at the Old Council Chamber on the 2nd floor of the Dean's office building of the Faculty of Medicine, Šalata 3, 10000 Zagreb.

The tenders shall be opened publicly in the presence of the, at least two, authorized representatives of the contract authority.

Authorized representatives of the tenderer and other persons can be present at the tender opening.

Tenderer's authorized representatives submit their authorizations (form 7.4.1) immediately before the public bid opening.

Tenders not received by the prescribed deadline shall not be entered in the Tender Registry, and shall be marked as delayed and immediately returned to the sender unopened.

In accordance with Article **87, paragraph 4** of the Public Procurement Act, within the tender delivery term, the tenderer can alter the tender, supplement it or renounce it. In accordance with Article **14** of the Directive on the Composition and Treatment of tender documentation and tenders (Official Gazette No. 10/2012), the tenderer can, before the deadline for the delivery of tenders, submit a modification and/or amendment to the tender. Modification and/or amendment to the tender is delivered in the same manner as the original tender, with the indication of being a modification and/or amendment to the tender. The tenderer can, before he deadline for the delivery of tenders, renounce the submitted tender by a written statement. The written statement is delivered in the same way as the tender, with the obligatory indication that this is a renouncement of the tender. In this case, the unopened tender is returned to the tenderer.

6.4. Decision on the selection or the decision on annulment

The term for deciding on the selection or the deciding on annulment of the entire procedure runs from the day of the tender delivery deadline.

The term for deciding on the selection or the deciding on annulment of the entire procedure is 30 days from the expiry of the tender delivery deadline.

The decision on the selection or the decision on annulment, together with the copy of the tender review and evaluation minutes, shall be immediately delivered to all the tenderers in a provable manner (delivery note, return receipt, successful fax message report).

In the case of annulment of the public procurement procedure on the basis of provision of Article 100, paragraph 4, section 3 of the Public Procurement Act, the Annulment Decision shall be published in the Electronic Public Procurement Classifieds of the Republic of Croatia on the basis of Article 101, paragraph 9 of the Public Procurement Act.

6.5. Stating the appeal

The deadline to state the appeal is ten (10) days from the occurrence of events listed under Article **146, paragraph 1** of the Public Procurement Act.

The Bidder shall state the appeal in writing, in accordance with the provisions of Articles **145 and 159** of the Public Procurement Act.

The appeal is delivered directly or by mail to the **State Commission for Public Procurement Procedures Control, Koturaška cesta 43/IV, 10000 Zagreb, Republic of Croatia, telephone: ++385 1 4559930, telefax: ++385 1 4559933, e-mail: dkom@dkom.hr.**

Simultaneously with the delivery of the appeal to the State Commission, the Appealing Party must also deliver a copy of the appeal to the contract authority in a provable manner.

6.6. Proposal of the procurement contract

Proposal of the contract for the subject of procurement is included in this tender documentation.

By signing the Proposal Contract, the tenderer accepts the given conditions for the contract to be concluded when the decision on the tender selection becomes executive, in accordance with Article 99 of the Public Procurement Act.

6.7. Other essential conditions for procurement and other necessary information

6.7.1. The supplier is obligated to give a statement that in the event of failure of the device service support will be provided in the form of telephone support, monitoring and troubleshooting the system via the Internet, and, if necessary, on-site service within a maximum of 5 working days from the day the failure was reported.

6.7.2. The supplier is required to service and repair the delivered and installed subject of procurement for a period of at least 1 year, and to service its magnet-cooling subsystem (helium compressor and necessary parts according to wear and tear) for a period of three (3) years from the successful handover and at least once in two years.

6.7.3. The selected Supplier must deliver the device in accordance with the Cost Estimate/Technical Specification, which is an integral part of this tender documentation.

6.7.4. The supplier is obliged to provide basic safety training at the site of installation (on-site) for the installed system immediately after putting in function, and provide additional training / education on-site lasting at least 4 days at a later time, as agreed with the contract authority.

7. TENDER FORMS - TEMPLATES

7.1 Tenderer's/Consortium/Subcontractor/ - Forms

Name and head office of the tenderer, address, national identification number, in accordance with the country of residence of the economic entity,_____

Account number:_____

Indication of whether the tenderer is in the VAT system: N/A

Address for mail delivery:_____

E-mail address:_____

Contact person:_____

Telephone number:_____, **fax number:**_____

Bid number and date: _____

Subject of procurement: preclinical magnetic resonance imaging (MRI) system for small laboratory animals, in particular mice and rats, with ultra-high magnetic field strength of at least 7T and all accompanying subsystems for anesthesia control, physiological monitoring and body temperature control.

TENDER PRICE WITHOUT VAT:

(in letters:.....)

Bid validity term is 90 days.

Delivery term is not more than 14 month after the signing of the contract.

(Date, tenderer's signature and stamp)

7.2 Subcontractor form

Information on the Subcontractor name, company, short company name, account number national identification number, in accordance with the country of residence of the economic entity,

Name/company: _____

Short company name: _____

Head office: _____

Account number: _____

Part of the public procurement contract which the contract authority pays to the Subcontractor directly:

The Subcontractor shall execute the part of the contract related to _____

namely: item _____, quantity _____, value _____, location and deadline _____ of the job.

The tenderer is obliged to attach the Subcontractor's previously verified bills/invoices with the tenderer's bill/invoice. **Direct payment to the Subcontractor is obligatory.**

In the course of execution of the contract, the tenderer can change the Subcontractor/s for the part of the contract which the tenderer ceded to subcontract only with the consent of contract authority.

Subject of procurement: preclinical magnetic resonance imaging (MRI) system for small laboratory animals, in particular mice and rats, with ultra-high magnetic field strength of at least 7T and all accompanying subsystems for anesthesia control, physiological monitoring and body temperature control.

TENDER PRICE WITHOUT VAT:

(in letters:.....)

Bid validity term is 90 days.

Delivery term is not more than 14 month after the signing of the contract.

(Date, subcontractor's signature and stamp)

(NOTE: each subcontractor shall fill this form individually)

7.3 Consortium form

Name and head office of a member of the consortium, address, national identification number, in accordance with the country of residence of the economic entity, _____

Account number: _____

Indication of whether the tenderer is in the VAT system: N/A

Address for mail delivery: _____

E-mail address: _____

Consortium contact person: _____

Telephone number: _____, fax number: _____

The consortium member shall execute the part of the contract related to _____

namely: item _____, quantity _____, value _____, location and deadline _____ of the job.

Subject of procurement: preclinical magnetic resonance imaging (MRI) system for small laboratory animals, in particular mice and rats, with ultra-high magnetic field strength of at least 7T and all accompanying subsystems for anesthesia control, physiological monitoring and body temperature control.

TENDER PRICE WITHOUT VAT:

(in letters:.....)

Bid validity term is 90 days.

Delivery term is not more than 14 month after the signing of the contract.

(Date, consortium members' signature and stamp)

(NOTE: each consortium member shall fill this form individually)

MEMBER OF THE CONSORTIUM AUTHORIZED FOR COMMUNICATION WITH THE CONTRACT AUTHORITY:

7.4 Declaration of Honor

Tenderer's/consortium member/subcontractor's name: _____

Address: _____

Telephone: _____ Telefax: _____

E-mail _____

I _____ the authorized representative of economic entity _____ hereby declare that nor me or the company that I represent were convicted of any of the following offenses or for equivalent offenses under the relevant regulations of the state of Croatia or the state where the economic entity is established;

3.1.1. a) fraud (Article 236), fraud in business activities (Article 247), acceptance of bribery in business transactions (Article 252), giving bribery in business transactions (Article 253), abuse of the procurement procedure (Article 254), evasion of payment of taxes or duties (Article 256), subsidy fraud (Article 258), money laundering (article 265), abuse of position and authority (Article 291), illegal facilitation (Article 292), acceptance of the bribery (Article 293), giving bribery (Article 294), trading in influence (Article 295), bribery of trading in influence (Article 296), criminal association (Article 328) and the offenses within the criminal association (Article 329) of the Croatian Criminal Law,

b) fraud (Article 224), money laundering (article 279), fraud in business activities (Article 293), acceptance of bribery in business transactions (Article 294), giving bribery in business transactions (Article 294b), organizing association to commit a crime (Article 333), abuse of position and authority (article 337), abuse of public office authority (Article 338), illegal mediation (Article 343), acceptance of bribery (Article 347) and giving bribery (Article 348) of the Croatian Criminal Law ("Official Gazette", no. 110/97., 27/98., 50/00., 129/00., 51/01., 111/03., 190/03., 105/04., 84/05., 71/06., 110/07., 152/08., 57/11., 77/11. i 143/12.),

In _____, date _____

Authorized representative:

Name and surname

(Signature and stamp)

7.5 Statement Form for tenderers/subcontractors/consortium members

7.3.1. The payment for the delivered and installed subject of procurement shall be carried out on the basis of the concluded Procurement Contract with tenderer/subcontractor/consortium member, in accordance with the proposal contract, to the account number: _____, with the commercial bank _____,

(signature and stamp of tenderer/subcontractor/consortium member)

7.3.2. We assume the obligation, should our tender be selected, to deliver and install the subject of procurement (in accordance with the conditions prescribed by the Description of the subject of procurement in this tender documentation) and put into operation within 14 month from the conclusion of the procurement contract.

(signature and stamp of tenderer/subcontractor/consortium member)

7.3.3. We offer a guarantee period for the delivered and installed subject of procurement and its parts in the duration of one (1) year from the day of signing the handover report.

(signature and stamp of tenderer/subcontractor/consortium member)

7.3.4. We declare that we will maintain the magnet cooling subsystem (3) three years after the successful handover and at least once every two years. Travel and accommodation costs and costs of spare parts will be paid by the supplier.

(signature and stamp of tenderer/subcontractor/consortium member)

7.3.5. We hereby state that we accept the obligation to submit the bank guarantee for the removal of deficiencies within the guarantee period, in the amount of 10% of the total contracted value.

(signature and stamp of tenderer/subcontractor/consortium member)

7.3.6. We are committed to provide basic security training at the installation site (on-site) immediately after delivery and the installation, and additional training / education lasting four days also at the installation site when determined.

(signature and stamp of tenderer/subcontractor/consortium member)

7.3.7. We declare that in case of device failure we will provide service support in the form of telephone support, monitoring and troubleshooting in the system via the Internet, and if necessary, and on-site service within a maximum of 5 working days of application failure.

.....
(signature and stamp of tenderer/subcontractor/consortium member)

NOTE: Please print as many of these Statement Forms as there are Subcontractors or Consortium members!

7.6. Other forms

7.6.1. Form for the tenderer's Authorization to Represent and participate in the Public Opening of Tender Procedure

(Tenderer's memo)

Medicinski fakultet
Šalata 3, 10000 Zagreb

RE: Authorization to represent and participate in the public opening of bids procedure – granted

We hereby authorize our representative (first and last name)_____

from _____ job title _____, to represent us and participate in the public opening of tender procedure in the open public procurement procedure, public procurement registration number VN 02/2013.

(Tenderer/Consortium member/subcontractor signature)

This form is submitted to the authorized representatives of contract authority before the start of the public opening of tenders.

7.6.2. BID BOND TEMPLATE

This bid bond is issued in favor of Medical school in Zagreb, Salata 3, OIB 45001686598, hereinafter referred to as the Beneficiary.

_____ Bank was informed that _____, hereinafter tenderer, submitted their bid number _____ of _____ for procurement and installation of preclinical magnetic resonance imaging (MRI) system for small laboratory animals, in particular mice and rats, with ultra-high magnetic field strength of at least 7T and all accompanying subsystems for anesthesia control, physiological monitoring and body temperature control.

Regarding the above, _____ Bank irrevocably guarantees to the beneficiary that on his first written request, without complaint (protest) and unconditionally, from either Bank or tenderer, the amount of

50.000,00 Euro (in letters: fiftythousandeuros)

is to be paid to beneficiary within 7 days from the date when the bid bond was claimed and in these cases:

- a) withdrawal of tenderer's tender within its validity,
- b) providing false information,
- c) failure to provide the original or certified copies
- d) refusal to sign the public procurement contract or framework agreement,
- e) failure to provide guarantees for the proper performance of the contract/performance bond.

To activate the claim, the beneficiary needs to specify the number and the amount of guarantee and point conditions under which the claim is made. This guarantee is valid until _____(date).

For all claims under this guarantee the competent law court is the one established in the place of Bank's headquarters.

7.6.3. STATEMENT - GUARANTEE FOR THE PERFORMANCE OF THE CONTRACT

TENDERER (name) _____

ADDRESS: _____

TELEPHON: _____

TELEFAX: _____

E-MAIL: _____

INTERNET PAGE: _____

ID no.: _____

IBAN: _____

AUTORIZED REPRESENTATIVE: _____

Authorized representative of the tenderer is declaring as follows:

I _____
(name and surname, day, month, year and place of birth, place and home address)

declare that if our bid is accepted as the best and selected for the contract, the tenderer I represent

(name and address of the tenderer)

will:

- submit proper performance of the contract guarantee that shall be payable on the first call, without complaint (protest) and unconditionally ;
- the amount of the bank guarantee will be 25% of the contract value excluding VAT;
- that the bank guarantee for the proper performance of the contract will be submitted within 8 days of the signing of public contracts with a term of validity until the last contractual obligation but not less than 14 months, plus 15 days;
- I agree that the bank guarantee for the proper performance of the contract can be claimed in case of a breach of contractual obligations.

In _____, _____ 2013

Signature and stamp _____

7.6.4. STATEMENT – WARRANTY ASSURANCE BOND

TENDERER (name) _____

ADDRESS: _____

TELEPHON: _____

TELEFAX: _____

E-MAIL: _____

INTERNET PAGE: _____

ID no.: _____

IBAN: _____

AUTHORIZED REPRESENTATIVE: _____

Authorized representative of the tenderer is declaring as follows:

I _____

(name and surname, day, month, year and place of birth, place and home address)

declare that if our tender is accepted as the best and selected for the contract, the tenderer I represent

(name and address of the tenderer)

will:

- submit a warranty assurance bond in the form of an unconditional bank guarantee on first demand and without protest;
- the amount of bank guarantee will be 10% of the contract value excluding VAT;
- that the bank guarantee will be submitted within 8 days of the signing of handover report
- I confirm that the warranty issued for the system applies to the entire system and all its components and is valid and enforceable within 1 (one) year.

In _____, _____ 2013

Signature and stamp _____

7.6.5. STATEMENTS - ACCEPTANCE OF GENERAL AND SPECIAL CONDITIONS OF THIS TENDER DOCUMENTATION

1.1. We declare that we understand and accept all of the terms and conditions of the tender documentation. We will fulfill all terms and conditions in accordance with these terms and for the prices that are listed in our tender.

Signature and stamp of tenderer/consortium member/subcontractor

1.2. We declare that we will submit a written explanation and analysis of our tender, upon contract authority's request, in order to eliminate any doubt as to the possibility of execution of the contract, if the price of our tender is unusually low.

Signature and stamp of tenderer/consortium member/subcontractor

1.3. We declare that we will inform the contract authority, in the legal deadline, of the acceptance or rejection of calculation errors that were found in the tender.

Signature and stamp of tenderer/consortium member/subcontractor

7.7. Contract Proposal

The School of Medicine, University of Zagreb, Šalata 3, (OIB: 45001686598, MBS: 3272011), represented by Davor Miličić, member of the Academy of Arts and Sciences (hereinafter: Purchaser) and

_____ (Company ID No.:.....)

from _____, represented by _____ (hereinafter: Supplier) conclude

The Contract on Public Procurement and Installation of a preclinical magnetic resonance imaging (MRI) system for small laboratory animals, in particular mice and rats, with ultra-high magnetic field strength of at least 7T and all accompanying subsystems for anesthesia control, physiological monitoring and body temperature control

I. SUBJECT OF THE CONTRACT

Article 1

1.1.

The Purchaser verifies, and the Supplier is obliged to, according to the conditions of this Contract and the tender selected by the Decision, class: _____; file number: _____; of _____ 2013, in the open public procurement procedure VN 02/2013, invitation for tenders, number: _____, published in the Electronic Public Procurement Classifieds of the Republic of Croatia on _____ 2013, carry out the delivery and installation of a preclinical magnetic resonance imaging (MRI) system for small laboratory animals, in particular mice and rats, with ultra-high magnetic field strength of at least 7T and all accompanying subsystems for anesthesia control, physiological monitoring and body temperature control to full use.

II. VALUE OF THE SUBJECT OF THE CONTRACT

Article 2

2.1.

The contract value of the subject of procurement under Article 1 of this Contract, upon the fulfillment of all obligations under this Contract, on the basis of DDP parity, delivered and cleared, unloaded on the location of installation, installed and put into use, amounts to:

Contract value:.....EURO without VAT
in letters: (.....)

The contract value includes the following costs:

- delivery and installation of the subject of procurement until fully functional,
- all dependent connection and access elements necessary to install the subject of procurement according to the Technical Specification in the bid,
- providing the Bank guarantee for performance of the contract,
- providing the Bank guarantee as warranty assurance bond within the guarantee period,
- delivery of technical documents for operating the subject of procurement, in Croatian or English,
- training of the personnel, and
- other costs incurred related to the realization of the subject of this Contract.

2.2.

Any changes to the circumstances pertaining to any of the parties of this Contract cannot affect the contract value.

III. TERM FOR THE FULFILLMENT OF THE SUPPLIER'S CONTRACT OBLIGATIONS

Article 3

3.1.

The Supplier agrees to complete the contractual obligations (delivery, installation and putting into full operation of the subject of procurement) within 14 month from the day the Contract is concluded.

3.2.

The Supplier agrees to meet the contractual obligations in full and that the handover report shall be composed after the delivery, installation and placement in full operation of the subject of procurement.

The day when the handover report is signed by all parties of this contract shall be deemed as the completion of the task.

3.3.

The Supplier is entitled to an extension of the deadline in accordance with the measures established by the state body enactments, occurrence of natural disasters (earthquakes, floods etc.) or due to other changes affecting the delivery and installation of the subject of procurement, which could not be predicted.

3.4.

The Supplier is obliged to submit the request for an extension of the deadline to the Purchaser in writing, not later than 8 (eight) days from the cessation of the event due to which the Supplier was prevented from meeting the contractual obligations. The extension of the deadline for delivery, installation and placement in operation under this Contract shall be given in writing, as an Annex to this Contract.

IV. GUARANTEE FOR PROPER PERFORMANCE OF THE CONTRACT AND WARRANTY ASSURANCE BOND

Article 4

4.1.

The Supplier is obliged to submit proper performance of the contract guarantee within 8 days of the day of concluding the Contract, to the amount of 25% of the contract price without VAT, with the validity term until the day of successful delivery and receipt of the device.

Should the Supplier fail to deliver to the Purchaser the Bank guarantee for proper performance of the contract to the amount of 25% of the contract price without VAT, with the validity term until the day of successful delivery, the Purchaser shall protest the bank guarantee for the bid bond.

The Bank guarantee must be stated in the contract currency. The text of the guarantee must include the bank's obligation to pay the guarantee amount unconditionally on first demand and without protest.

In the case that the Supplier is in breach of the contractual obligations, the Purchaser shall notify the Supplier on the intent to collect the bank guarantee for proper performance of the contract in writing, and in the same communication, set an appropriate deadline for due fulfillment of contractual obligations.

Should the Supplier fail to proceed and be timely in the fulfillment of contractual obligations, even after the expiry of the appropriate deadline set in the communication, the Purchaser is entitled to collect the bank guarantee for proper performance of the contract.

Should the term for the completion of task under Article 3 of this Contract be extended, the Supplier is obliged to deliver to the Purchaser a new bank guarantee for proper performance of the contract with the validity term in accordance with the contract.

Should the Supplier fail to deliver to the Purchaser a new or extended bank guarantee for of the proper performance contract with the validity term in accordance with the contract within 15 days before the expiry of the bank guarantee for proper performance of the contract, the Purchaser is authorized to collect the amount of the valid bank guarantee in full, as a contractual penalty.

The Purchaser is obliged to return the bank guarantee for proper performance of the contract to the Supplier after successful delivery and receipt of the subject of procurement.

4.2.

The Supplier is obliged to deliver to Purchaser and within 8 days from the day of signing the handover report, the bank guarantee to the amount of 10% of total contract value without VAT as warranty assurance bond within guarantee period of 1 year.

The text of the guarantee must include the bank's obligation to pay the guarantee amount unconditionally on first demand and without protest.

V. METHOD OF PAYMENT

Article 5

5.1. The Purchaser is obliged to make the payment of the contract price, as follows:

- 1st installment – in the amount of 25.00 % of the agreed price, advance payment upon tender selection and contract signing.
- 2nd installment – in the amount of 50.00 % of the agreed price, upon successfully completed delivery.
- 3rd installment - in the amount of 25% of the agreed price, upon successful rigging, installation and test operation, completed basic education and after signing the handover report.

Issuing the pro-forma invoice and invoices:

Pro-forma invoice and invoices are to be issued without calculated and expressed VAT!

- The Supplier shall, upon signing the contract, deliver to the Purchaser the pro-forma invoice on the amount of the advance payment (25% of the total price). After completed payment according to the pro-forma invoice, the Supplier will issue an invoice for the amount paid in advance, on which the balance of all other installments to be paid by the Purchaser shall be indicated.
- After completed delivery , the Supplier will likewise provide the invoice for second installment payment of 50% of the total price and will on the same invoice specify the amounts already paid and the remaining amount that the Purchaser must pay.
- After completed education, the Supplier will likewise provide the invoice for the third installment payment of 25% of the total price and will on the same invoice specify all amounts already paid.

The template of the Handover report is located on the internet address below:

<http://www.mef.unizg.hr/druga.php?grupa=110300000000>

VI. SUPPLIER'S RIGHTS AND OBLIGATIONS

Article 6

6.1.

The Supplier is obliged to deliver, install and put into operation the device which is the subject of this contract according to the Purchaser's request, the rules of the profession, applicable standards, norms, laws and technical regulations of the Republic of Croatia.

6.2.

The Supplier is obliged to inform the Purchaser in writing of the date of delivery and installation of the subject of procurement, at least 15 days before the delivery.

6.3.

The supplier will maintain device and all its parts within the warranty period of at least one year. Further, Supplier agrees to maintain the magnet cooling subsystem for (3) three years from the successful handover and at least once every two years. Supplier will bear all accommodation and travel costs, spare parts costs according to wear and tear, and other costs related to the maintenance.

6.4.

The Supplier is obliged to deliver the subject of procurement according to the Technical Specification from the tender documentation and its tender.

6.5.

The Supplier is obliged to deliver to the Purchaser the Bank guarantee in the amount of 10% of the total contract value without VAT as warranty assurance bond that will be valid for 1 year

6.6.

The Supplier has the right to interrupt activities in the case of the Purchaser's failure to meet the obligations under Article 5 and Article 8 of this Contract and the right to compensation for damage resulting from the interruption and resumption of the contracted activities.

6.7.

If the Supplier, without any responsibility on the part of the Purchaser's, unilaterally cancels the Contract, the Supplier must pay to the Purchaser any funds which the Purchaser had paid to the Supplier on the basis of contractual obligations, with the legal default interest up to the moment of the cancellation of the Contract and compensate the incurred damage to the Purchaser.

6.8.

The Supplier is obliged to provide basic safety training at the site of installation (on-site) for the installed system immediately after putting in function, and provide additional training / education on-site lasting at least 4 days at a later time, as agreed with the Purchaser.

6.9.

The Supplier is obliged in the event of device failure to provide service support in the form of telephone support, monitor and troubleshoot the system via the Internet, and, if necessary, on-site service within a maximum of 5 working days from the failure.

VII. PURCHASER'S RIGHTS AND OBLIGATIONS

Article 7

7.1.

The Purchaser is obliged to provide the Supplier with all necessary power sources for the purpose of delivery and installation of the subject of procurement which is the subject of this Contract, at the Purchaser's expense.

The Purchaser is obliged to provide the Supplier with free space in order to allow the Supplier to proceed with the fulfillment of the contractual obligations under this Contract.

7.2.

From the conclusion of the contract until the fulfillment of all contractual obligations, the Purchaser is obliged to provide a contact person for the Supplier for any questions related to the operation of the delivered device.

7.3.

The Purchaser can cancel this Contract even before the expiry, to the disadvantage of the Supplier, in the following cases:

- if the Supplier, within 15 days of the signing of this Contract, fails to deliver to the Purchaser a bank guarantee for the proper performance of the contract,
- if the Supplier is late with the delivery without a valid reason,
- if the Supplier, even after repeated warning by the Purchaser regarding the failure to fulfill contractual obligations, fails to proceed in accordance with the Purchaser's warning.

Should the Purchaser decide to cancel this Contract due to the occurrence of circumstances under the second and third bullet points of this paragraph, the Purchaser has the right to collect the bank guarantee for the proper performance of the contract.

VIII. TESTING THE EQUIPMENT, DELIVERY AND RECEIPT, AND MONITORING THE FULFILLMENT OF CONTRACTUAL OBLIGATIONS

Article 8

8.1.

The delivery and receipt with the placement into operation of the contracted device shall be carried out by the Committee for the Delivery and Receipt of the Device, appointed by the Purchaser, in accordance with the adopted Procedure.

8.2.

The Committee for the Delivery and Receipt of the Device consists of the Purchaser's and Supplier's authorized representatives, with the Purchaser's representative as the head of the Committee.

8.3.

The Committee under this Article shall compose and sign the Handover report of the device which is the subject of procurement under this contract.

Should defects be established in the Report, the Supplier is obliged to, within a period not exceeding 48 hours after the Report is composed and signed, proceed with the removal of the defects. Should this not happen, the Purchaser has the right to collect the bank guarantee for the proper performance of the contract in its full amount.

The date when the Report establishes that the device is fully functional and ready for operation are signed shall be deemed the date of coming into force of the contracted guarantee period of one (1) year, stated in Article 6, paragraph 6.5. of this Contract.

8.4.

Upon delivery and receipt of the device, the Supplier must provide:

- a) instructions for handling in Croatian or in English, together with instructions for contacting the authorized servicing agents,
- b) instructions for contacting of authorized servicing agents,

c) evidence on the completed first stage of staff training in the form of a Statement, certified by the Purchaser.

The above documents shall be submitted by the Supplier bound as a single copy to the Purchaser, and the Report shall establish that the above documents have been received.

IX. CONTRACT PENALTIES AND COMPENSATION FOR DAMAGE

Article 9

9.1.

Should the Supplier be late, of his own fault, with the completion of the delivery or the placement into operation of the device which is the subject of this Contract, the Purchaser has the right to collect the bank guarantee for the proper performance of the contract in its full amount.

Should defects be established in the Report, and the Supplier fails to remove them within 48 hours after the Minutes are composed and signed, the Purchaser has the right to collect the bank guarantee for the proper performance of the contract in its full amount.

X. OTHER PROVISIONS

Article 10

10.1.

All commercial terms used in this Contract shall be interpreted in accordance with the applicable terminology of the International Commercial Chamber, "Inco terms 2010".

10.2.

The Supplier guarantees to the Purchaser the exemption of any responsibility to pay any amounts on the basis of any claims, demands and court decisions, and from any expenditure related to breaches or accidents in the process of fulfillment of contractual obligations by the Supplier, excluding the cases when the damage has resulted due to the Purchaser's fault.

10.3.

The Purchaser has no obligation or responsibility should any claims to the Supplier arise, regardless of their nature, by any third party.

10.4.

In the case of any discrepancies between the Supplier's contract documents, specification and technical characteristics and the Purchaser's tender documentation, the Purchaser's tender documentation shall be applicable.

10.5.

Any disputed issues regarding the realization of this contract shall be amicably settled by the contracting parties, and should they not be resolved in this manner, each party to this contract has the right to bring a lawsuit for which the competence of the Commercial Court in Zagreb is hereby contracted.

10.6.

The provisions of this Contract are the expression of the will of the contracting parties, and they hereby agree not to contest it.

10.7.

This contract is made in six (6) identical copies, with each contracting party retaining three (3) copies.

Class:

File number:

Zagreb, _____ 2013

For the Supplier:

For the Purchaser:

(Director)

(Dean)

8. TECHNICAL SPECIFICATION

Acquired is a preclinical magnetic resonance imaging (MRI) system for small laboratory animals, in particular mice and rats, with ultra-high magnetic field strength of at least 7T and all accompanying subsystems for anesthesia control, physiological monitoring and body temperature control.

The system must satisfy the following conditions:

1. A magnetic field strength (B_0) of at least 7T, with peak-to-peak homogeneity equal to or less than 10 ppm over a spherical volume (DSV) of diameter of at least 10 cm.
2. A "Zero boil-off" architecture, i.e. cooling based only on liquid helium with nominally zero helium consumption (without nitrogen or any other cooling gases).
3. An actively shielded construction which reduces magnetic field levels to 0.5 mT/m or below at a distance of no more than 1.5 m from the center of magnet bore.
4. A Faraday cage surrounding the instrument for RF interference prevention (attenuation of at least 60 dB in the frequency band of interest) and for achieving additional acoustic isolation of at least 40 dB in the audible region. The cage must be equipped with a RF filter plate and a set of cables for connecting the instrument to electronic cabinets powering the system.
5. A configuration with 2 fully independent transmitter channels, consisting of at least two independent signal generation units with digital frequency and waveform control, at least two low-noise preamplifiers (for 1H and X-nuclei), and at least 2 transmitters (for 1H and X-nuclei), able to generate at least 1 kW of RF power, with the goal of enabling to perform the necessary decoupling experiments between any nucleus and 1H.
6. A configuration with at least 4 receive channels enabling the use of phased array coils in order to improve signal-to-noise ratio in near-surface regions.
7. An additional trigger channel with real-time input and output communication, enabling to start or control an experiment with external events (e.g. breathing, ECG measurement), with at least 2 input lines and 2 output lines.
8. A magnet bore sufficiently large to accept rodents (rats) weighing up to at least 600 g, with a dedicated mouse bed and a dedicated rat bed for placing the animals inside the bore.
9. An additional table attached to the magnet for preparing the animal for imaging, with devices for mounting animal beds and manual positioning inside the magnet bore.
10. A workstation with a flat-screen monitor and all other necessary hardware and software for controlling the MRI instrument, with at least one full, unlimited, non-expiring software license and at least two more full licenses with same capabilities for the duration of 1 year, renewable.
11. MRI control software must have a module for displaying and analyzing obtained results (images) and built-in protocols for in-vivo imaging of the brain of mice and rats and stem cell tracking (with and without ^{19}F labeling or contrasting), including at least anatomy, diffusion, perfusion, angiography and fMRI imaging, in order to ensure timely realization of expected research results. Furthermore, a module for sequence programming and new protocol development must be included to allow for adapting the imaging protocols to possible specific conditions of a particular experiment within the scope of the research.

12. An attainable magnetic field gradient of at least 650 mT/m to ensure maximum resolution within a given scan time with the goal of minimizing the time animals spend under anesthesia.
13. A sustainable duty cycle of at least 7,5% at the highest attainable magnetic field gradient, in order to achieve maximum scan speed at a given gradient level and thus preserve animal health.
14. The instrument must be equipped with a supply of RF-coils for scanning mouse head, mouse body, rat head and rat body, as well as a separate dedicated volume transmit coil for application with any dedicated receive coil, to ensure the necessary scan quality with the goal of achieving research objectives.
15. The instrument must be equipped with at least one dual-resonant RF coil enabling, for our research crucial, $^{19}\text{F}/^1\text{H}$ decoupling experiments both on mice and rats.
16. The system must be upgradeable with a system of helium-cooled cryogenic RF coils in order to increase the signal-to-noise ratio and improve scan resolution while significantly reducing scan time and thus preserving animal health.
17. The shim coils must be able to perform all 1st and 2nd order corrections (Z_0 , $X/Y/Z$, Z_2 , XZ , YZ , $XZ-YZ$, $2XY$, Z_3 and Z_4), and must be powered by an amplifier with at least 8 channels, to ensure optimal local field homogeneity and guarantee highest image quality.
18. The control software must contain automated shimming protocols based on volume homogenization using field maps, with the possibility of selecting an ellipsoidal shimming volume, so as to ensure more efficient, faster and more productive experiment workflow as well as guarantee more precise scan results when scanning a mouse or a rat brain.
19. Automatic hardware recognition for connected components such as amplifiers and RF coils, and conflict detection algorithms in the control software to protect the connected equipment and ensure reliable scan results.
20. Included RF interface adapter or equivalent device for at least the following connector types: N, BNC, 14-pin DIN, TWINAX, 4-RF pin / 14DC, to allow for working with third party as well as home-built RF-coils.
21. Included independent system for physiological monitoring able to measure blood pressure, breathing rate, heart rate and body temperature, and allowing an extension for simultaneous measuring of at least 8 physiological parameters via additional external cards, in order to make sure that all physiological parameters of the imaged animal are adequately monitored.
22. Included independent anesthesia system which allows quick switching and redirecting of anesthesia towards the preparation desk or the MRI instrument in order to ensure a more efficient workflow, equipped with at least three flowmeters, an anesthesia vaporizer, and a vacuum pump for removing excess anesthetic gases in order to protect the personnel performing the experiments.
23. Included independent body temperature control system based on water and glycol which allows quick switching and redirecting the heating fluid towards the preparation desk or the MRI instrument in order to ensure a more efficient workflow, with temperature regulation precision equal to or less than ± 0.2 °C within the range of at least 25-40 °C and with a "safe mode" operating mode to protect the animal from overheating.
24. Included complete set of instruction manuals for the hardware and software side of the system in English in printed or electronic form.

- 25. Included 1-year warranty against defects in material or workmanship for the whole system, and additional magnet service including cold head spare parts according to wear and tear covering the first 3 operating years of the refrigerator.
- 26. Included packaging, transport, delivery, rigging and installation at the installation site.
- 27. Included basic security training on-site upon system delivery and installation, and one additional 4-day on-site training by an application specialist.
- 28. Included site-planning support.
- 29. Included telephone hotline for troubleshooting and a possibility to monitor the system remotely via Internet.

Statement:

By signing this statement we confirm that the device offered in our tender fully meets required technical specification mentioned above, and to prove that statement we enclose catalogue/photographs/scathes/

1. Signature and stamp of the Tenderer

2. Signature and stamp of Consortium members

_____, _____, _____

3. Signature and stamp of the Subcontractors

_____, _____, _____