



Based on the Assistance Measure to Strengthen the Capacities of the Balkan Medical Task Force (BMTF) financed by the European Peace Facility through the ITF Enhancing Human Security (ITF), ITF would like to announce the following:

## **INVITATION NOTICE FOR SUBMISSION OF OFFERS FOR THE BIS MONITOR**

### **1. Publication reference:**

Provision of the BIS Monitor

### **2. Procedure:**

Participation is open on equal terms to private business entities (companies)

### **3. Contracting Authority:**

ITF Enhancing Human Security (ITF)

### **4. Description of the Procurement of Equipment:**

Please find detailed specification of the *BIS Monitor* in Annex 1

### **5. Eligibility and rules of origin**

Participation is open on equal terms to private business entities (companies).

Offeror shall not be considered eligible if: (Ethics Clauses)

1. Any attempt by a candidate or Offerer to obtain confidential information, enter into unlawful agreements with competitors or influence the Commission or the Contracting Authority during the process of examining, clarifying, evaluating and comparing offers will lead to the rejection of his candidacy or offer and may result in administrative penalties.
2. Without the Contracting Authority's prior written authorization, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, perform other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
3. When putting forward a candidacy or offer, the candidate or Offerer must declare that, he is affected by no potential conflict of interest, and that he has no particular link with other Offerers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.
4. The Contractor must at all times act honorably and impartially in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
5. For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to violate the political, cultural and religious mores of the recipient state.
6. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
7. The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

8. The Contracting authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

## 6. General terms

- **Delivery and training must be completed at the latest by October 31, 2023.**
- The offer shall be signed by a person or persons authorized to sign on behalf of the offeror using the Form provided in Annex II.
- The currency of donation is the Euro; therefore, prices of the offers should be expressed in EUR and VAT should be stated separately.
- The Balkan Medical Task Force – Participating Nation Serbia – is the recipient in this Invitation notice for submission of offers. The delivery location is:

**Centre of Medical Services, Military Healthcare Department,  
Ministry of Defence of Republic of Serbia  
2 Raška street, 1100 Belgrade,  
Republic of Serbia**

- The Contracting Authority reserves the right to the final selection based on the funds available for the procurement and other specific requirements.
- Offeror in the offered technical specification must indicate a warranty deadline and potential options for extended warranty.
- Joint Venture, Consortium or Association or any other form of cooperation is not eligible for this contract.
- The Offer and all correspondence and documents related to this procedure exchanged by the Offeror and the Contracting Authority shall be written in English, which is the language of this procedure. Also, all correspondence for payments including pro-forma invoices, and final payment certificates shall be sent to the Contracting Authority in English or local language with English translation.
- This Invitation notice for submission of offers is governed by the laws of the Republic of Slovenia.
- The Offeror shall bear all costs associated with the preparation and submission of his Offer. In no case the Contracting Authority will be responsible or liable for such costs, regardless of the process or results of the Invitation notice for submission of offers procedure.
- The Offeror shall organize and deliver the goods in line with INCOTERMS - DDP (Delivered Duty Paid) to the above stated delivery location and recipient.
- Offeror shall quote all components of the Cost-Breakdown Bill of Quantities exclusive of taxes, customs and import duties. Any item without a price shall not be paid.
- Donor's specific conditions and requirements must be taken into consideration and fulfilled at all related administrative procedures.

- The Contracting Authority reserves the right to accept or reject any offer and/or cancel the whole process of offer selection and reject all offers. The Contracting Authority may do so at any time before informing the selected without any liability to the Offerors. The ITF reserves the right to initiate a new offer selection procedure.

#### **7. The offer must include all the following information:**

1. Form of Offer (Annex 2)
2. Affidavit Statement (Annex 3)
3. Extract from the register of companies
4. A Certificate of solvency (Bank statement) from the bank in which the transaction account is opened, which shall indicate that the current account was not blocked in the last 6 months on any grounds.
5. Statement on Non-Association (Annex 4)
6. Reference List (supported by relevant official documentation / confirmations) - list all the contracts/projects for the last twenty-four (24) months completed by your company, stating contract value for each, and the month and year completed.

#### **8. Quality Control and Equipment Handover**

The quality control and equipment handover will be agreed and coordinated between the selected Offeror, ITF, and end recipient Republic of Serbia, Participating Nation of Balkan Medical Task Force upon arrival of equipment to the end destination.

#### **9. Evaluation of Offers**

Acceptable offers will be evaluated by the Contracting Authority applying the criteria of technical suitability, lowest price, and delivery deadline.

#### **10. POC's**

Please direct technical questions (if any) regarding this Invitation to:  
Mr. Iztok Hočevar, Email: [Iztok.hocevar@itf.si](mailto:Iztok.hocevar@itf.si)

Please direct administrative/procedural questions (if any) regarding this Invitation to:  
Mr Iztok Hočevar, Project Manager  
E-mail: [iztok.hocevar@itf.si](mailto:iztok.hocevar@itf.si)

#### **11. Offer validity**

The offered prices shall be valid for a period of minimum 90 (ninety) days after the deadline for submission of offers and must be accompanied by an Offer Guarantee (issued by offerors bank) in the amount of 300 EUR. This guarantee will be released to unsuccessful Offeror(s) once the procedure has been completed and to the successful Offeror upon signature of the contract by all parties.

#### **12. Advance Payment Guarantees**

The successful contracted party will be asked to provide the advanced payment guarantee at the signing of the contract, The percentage of the advanced payment guarantee will be determined upon the advanced payment amount set in the contract. The advanced payment guarantee shall be valid from the date of the signing of the contract and until 30 days after the goods are delivered, installed and training conducted (if applicable). If the selected company fails to provide such a guarantee, the contract will be void and a new contract may be drawn up and sent to the company which has submitted the second best admissible offer.

#### **13. Deadline for submission of offers**

The offers must be received by **ITF Enhancing Human Security, on email E-mail: [Iztok.hocevar@itf.si](mailto:Iztok.hocevar@itf.si)** no later than **Friday, August 11, 2023 by 12:00 hrs (local time)**. Any offer delivered or received after this deadline will not be considered for further evaluation.

#### **14. Appeal**

After receipt of the notification letter on un-successful offer, the un-successful Offerer can complain to the decision of the Contracting Authority. The Appeal has to be submitted in writing and be delivered within the deadline as stated in the notification letter. The Appeal has to be addressed to the ITF Director and has to be sent with registered mail or be delivered in-person. The confirmation of payment in amount of 500 EUR or equivalent in local currency has to be enclosed to the Appeal. The payment has to be

made on the ITF account, obtained on [www.itf.si](http://www.itf.si). In the case of justified Appeal the amount will be returned to the Offerer.

**Annex I:** List of Equipment with detailed technical specifications

**TITLE: BIS monitor**

**INSTRUCTIONS FOR FILLING OUT THE FORM:**

In columns **No.2 and No.3 are given requirements of contracting authority**. Columns No.3 and No.4 are mandatory for Offeror:

- **In column No.4** Offeror must write **MANDATORY** answer on contracting authority requirements from columns No.2 and No.3. Full description and other technical specifications (**Numbers/Quantity data, description, evidence, delivery schedule, pricing including transportation and training for users – the costs of all activities, certificate, written statement,**).
- Offeror specifies the number of **attachments or pages**, under which are attached technical specifications and documentation which confirm the requirements of contracting authority, **(MUST BE CLEARLY/APPROPRIATELY MARKED)**.

Offeror must in the offer as proof for listed references in the column No. 2 and No. 3, submit manufacturers publications with technical specification and user data in English and Serbian language for the goods offered (if publications are in any other language translation in English or Serbian language must be submitted) and visual materials (if such visuals exist). In publications and visual material agreement binds must be clearly in accordance with all the demands. Provider must fulfil the demands.

**Offeror's references in the table are binding for the offeror. References/Data/Information from the table will be used and taken in account for the evaluation and the analysis.**

**TITLE: Bis monitor**

<b>SUPPLIER</b>	
<b>BRAND OR TYPE</b>	
<b>OFFERED BRAND AND MODEL (Complete designation)</b>	

**Equipment Items and Quantities:**

BIS monitor – 2 pieces

**Technical Specification – BIS monitor**

**1. Table No. 1 - GENERAL DETAILS/CRITERIA**

<b>No.</b>	<b>DESCRIPTION</b>	<b>INFORMATION</b> Obligatory Answer of Supplier – Actual Information	<b>ATTACHMENTS</b> Contract and Technical Specification Attachments (Annex Clarity)
	2	3	4
<b>1.</b>	<b>GENERAL REQUIREMENT:</b>		
<b>1.1</b>	BIS monitor is used for controlling adequate level of sedation.		
<b>1.2</b>	BIS monitor is used to supplement Guedel's classification		



<b>No.</b>	<b>DESCRIPTION</b>	<b>INFORMATION</b> <b>Obligatory Answer of Supplier –</b> <b>Actual Information</b>	<b>ATTACHMENTS</b> <b>Contract and</b> <b>Technical</b> <b>Specification</b> <b>Attachments</b> <b>(Annex Clarity)</b>
	2	3	4

## 2. Table No.2 - STANDARDS AND TECHNICAL REQUIREMENTS

### 2.1. BIS monitor

No.	DESCRIPTION	INFORMATION Obligatory Answer of Supplier - Actual Information/Data	ATTACHMENTS Contract and Technical Specification Attachments (Annex Clarity)
	<b>2</b>	<b>3</b>	<b>4</b>
<b>2.</b>	<b>REGULATIONS AND RULES IN SERBIA AND EU</b>		
2.1	<p>In conformance/accordance with regulations which are set for Serbia and EU.</p> <p>Supplier delivers quantity and quality certificate- <b>certificate of conformity</b> – homologation. BIS monitor and its equipment must have manufacturers certificate of conformity which affirms its compliance with the relevant EU standards; Supplier must attach documents/certificates which prove affirms its compliance with the relevant EU standards.</p>		

<b>No.</b>	<b>DESCRIPTION</b>	<b>INFORMATION</b> <b>Obligatory Answer of Supplier -</b> <b>Actual Information/Data</b>	<b>ATTACHMENTS</b> <b>Contract and Technical</b> <b>Specification Attachments (Annex</b> <b>Clarity)</b>
	<b>2</b>	<b>3</b>	<b>4</b>
<b>3.</b>	<b>OPERATIONAL REQUIREMENTS</b>		
<b>3.1</b>	<b>Conditions for use</b>		
3.1.1	<p>Monitor for continuously monitoring of sedation level.</p> <p>Numerical value of BIS from 0 – 100 based on EEG signal</p> <p>Displaying at least 2line EEG signal</p> <p>Displaying EEG and BIS value in graphic and trend form</p> <p>Numerical Display of values of BIS, EMG and SQ can be shown in time intervals (1,5,19,15 min)</p> <p>Enables SR display in % in 63 s</p> <p>Battery autonomy at last 45 min</p>		

<b>No.</b>	<b>DESCRIPTION</b>	<b>INFORMATION</b> <b>Obligatory Answer of Supplier -</b> <b>Actual Information/Data</b>	<b>ATTACHMENTS</b> <b>Contract and Technical</b> <b>Specification Attachments (Annex</b> <b>Clarity)</b>
	<b>2</b>	<b>3</b>	<b>4</b>
	<p>AC Charger</p> <p>Weight up to 1,8 kg</p> <p>Touch screen approx. 10cm x 13 cm</p> <p>Possibility for mounting on i.e., pole.</p> <p>At least 10 sensors for first use and training.</p>		

<b>4.</b>	<b>DOCUMENTATION (by delivery)</b>		
4.1	Instructions for use and basic maintenance of the machine/device and Instruction for added equipment,		

	<p>Supplier and customer shall agree when and how Instructions for use and basic maintenance of the machine will be delivered. Instruction for added equipment must be also part of the delivery.</p> <p>Instructions must be in Serbian language or English language. Content must cover:</p> <ul style="list-style-type: none"><li>- index,</li><li>- warnings and hazards,</li><li>- technical specifications of the machine/device,</li><li>- description of the machine/device and functioning of systems,</li><li>- machine/device handling,</li><li>- description of functioning of systems and networks</li><li>- handling of possible upgrade,</li><li>- defects and disorders (tips and help, failure response),</li><li>- daily check (check before use, between use and after use),</li><li>- machine/device preparation (cleaning, washing, lubrication, adding lubricants and technical liquids if needed) with the purpose to have machine/device in constant readiness for use,</li><li>- conditions of implementation of regular services and checks with detailed definition of necessary contents of services,</li><li>- List of authorized services for machine/device</li></ul>		
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	Instructions must be in English language and delivered in printed version		
4.2	<p>Spare parts list of machine/device and additional equipment and tools</p> <p>Catalogue must be in English language and delivered in printed version</p> <p>Catalogue must enable availability to web database for spare parts, <b>machine/device information and upgrade construction with equipment</b></p>		
5.	<b>TRAINING (by delivery)</b>		
5.1	<p>The Supplier shall provide/organize online training and instructions. Operational training will cover the operational use of the machine/device and its equipment and workshop instructions will cover maintenance, fault diagnosis and repairs.</p> <p>Supplier will in coordination with customer by delivery organize training for machine/device handling and training for basic maintenance of the machine/device, upgrades and added equipment. Price of training must be part of purchase price of the machine. Place and date of training shall be agreed between supplier and customer. Training and instruction must be provided in a language that users can understand. If not in Serbian language, training must be provided in English. Supplier shall provide certificates which confirm qualified machine/device handling and its equipment.</p>		

	Supplier shall provide provisional timeframe of training within his first offer		
6.	<b>WARRANTY AND SUPPORT</b>		
6.1	<p><b>General warranty</b></p> <p>BIS Monitor min. 12 months from the day of quality check by the delivery of the machine/device</p> <p>For additional fixed and installed equipment min 24 months from the day of quality check by the delivery of the device</p> <p>Without any restrictions, exceptions, assumptions, or additional conditions</p> <p>Warranty is valid in EU and other European countries – Serbia</p>		
6.2	<p>Services and specialist tooling net in Serbia.</p> <p>Offeror <b>must in his offer</b> name at least 1 authorized service or tooling specialist. Supplier shall deliver addresses and data of authorized service for the machine/device and service for equipment.</p>		
6.3	Specialist tooling and spare parts.		

	Ensure the maintenance of the machine/device in his lifetime. The requirement is defined on the basis of demand of customer or on the deal in which both sides define maintenance of the machine. Offerer/Offeror must add list of maintenance works/services, which must be carried out on daly, weekly, monthly or periodically level.		
6.4	Spare parts  <b>The Supplier shall provide the Authority with comprehensive parts list giving part numbers in electronic format or in a form for easy and quick viewing (MS Excel,...).</b> The parts list will be updated to reflect any supersessions, changes or replacement. Price list shall be marked by date		
6.5	Gratis repairing within the warranty period  Organization of gratis service 24/7 or online service		
6.6	Warranty documents are attached with delivery		

**IMPORTANT:** In points of technical specification where term » in confirmation/accordance » is referred (BIS monitor and its equipment must have manufacturers certificate of conformity which affirms its compliance with the relevant EU standards; Supplier must attach documents/certificates which prove affirms its compliance with the relevant EU standards: Equipment and Consumables) the Offeror must write answer YES, if the offer meets the requirements. Relevant certificates must be part of the delivery and they will be proofed and checked on the delivery day and quality and quantity check. Supplier can attach relevant certificates to the proposal.

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FORM OF INVITATION FOR SUBMISSION OF OFFERS

PROCUREMENT AND DELIVERY OF BIS MONITOR

Date and Place: \_\_\_\_\_

1 SUBMITTED by

Name of Offeror	Nationality

2 CONTACT PERSON (for this offer)

Name	
Company	
Address	
Telephone	
Fax	
e-mail	

We, the undersigned, hereby declare that:

1. This Offer is valid for a period of **90 days** from the offer submission deadline;
2. We agree to abide by the ethics Clauses in the Invitation notice for submission of offers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in this procedure at the time of the submission of this offer;
3. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Contracting Authority.

Name and first name: [.....]

Duly authorized to sign this Offer on behalf of:

[.....]

Place and date: [.....]

Stamp of the Organization/Legal entity:

This Invitation for submission of offers includes the following annexes:

**[*Numbered list of annexes with titles*]**

**Annex 3**

**FORM OF AFFIDAVIT STATEMENT**

**Contract No: ITF-** \_\_\_\_\_

**STATEMENT**

With moral and legal responsibilities, I can confirm that company/organization:

\_\_\_\_\_ (Name of the Company/Organization) are not bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

\_\_\_\_\_ (Name of the Company/Organization) are not the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations;

\_\_\_\_\_ (Name of the Company/Organization) declare that, it is affected by no potential conflict of interest, and that he has no particular link with other Offerers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.

\_\_\_\_\_ (Name of the Company/Organization) have not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;

\_\_\_\_\_ (Name of the Company/Organization) are not guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;

\_\_\_\_\_ (Name of the Company/Organization) have fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country where they are established;

\_\_\_\_\_ (Name of the Company/Organization) have fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established;

\_\_\_\_\_ (Name of the Company/Organization) they are not guilty of serious misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in an invitation to offer or contract;

\_\_\_\_\_ (Name of the Company/Organization) have not been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same Contracting Authority or another contract financed with Community funds;

\_\_\_\_\_ (Name of the Company/Organization) are not in one of the situations allowing exclusion referred to in the Ethics Clauses in connection with the offer or contract.

If it is determined that the above statements are not accurate we agree that the offer may be declared inadmissible by Contracting Authority, as administrative noncompliant.

Name and Surname: \_\_\_\_\_

Duly authorized to sign this offer:

Signature:

[.....]

Place and date:

Stamp of the Company/Organization:

**STATEMENT OF NON-ASSOCIATION**

Offerers should here include a statement that the Offerer (including subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with any other entity that has prepared specifications and documents for the Project or being proposed as Supervisor for the Contract (as stated in Annex 3).

Signature.....

*(a person or persons authorized to sign on behalf of the Offeror)*

Date .....