

sBuyer:

CTK
Trg republike 3
1000 Ljubljana
Slovenia

No: ACSza2023

Date:

SPECIFICATION OF TENDER

Subject of the order: Annual subscription to the contents of e-journals of the ACS All Publications Package during the time period Jan. 1st, 2023 - Dec. 31st, 2024 + 73 OA tokens in 2023 and 78 OA tokens in 2024 for the authorized users of the Slovenian Consortium:

1. University of Ljubljana
2. University of Maribor
3. University of Nova Gorica
4. Jozef Stefan Institute
5. National Institute of Chemistry

Requirements:

1. Annual subscription to the contents of e-journals of the ACS All Publications Package during the time period Jan. 1st, 2023 - Dec. 31st, 2024 + 73 OA tokens in 2023 and 78 OA tokens in 2024 for the authorized users of the Slovenian Consortium.
2. Updates: Regularly, at least once a week
3. E-contents are accessible via publisher's platform 24/7
4. Number of concurrent users: unlimited
5. Authorized users: authorized users of the Slovenian Consortium:
 1. University of Ljubljana full collection
 2. University of Maribor full collection
 3. University of Nova Gorica full collection
 4. Jozef Stefan Institute full collection
 5. National Institute of Chemistry full collection
6. Authorization: IP access
7. Authorized use: Retrieving, viewing, searching, downloading, printing, storing of reasonable portions of the content, subject to the License Agreement (i.e. ACS Online Products Institutional Access Agreement)
8. Purpose of use: Scholarly research, educational and personal use by authorized users
9. Usage statistics: Administrator access
Usage statistics should be COUNTER Code of practice compliant.
10. Open URL compliant
11. Customer Support and User Support:
 - Technical support
 - Instructional (courses, on-line help)
 - Promotional (print or electronic promotional material)
12. Archival / perpetual rights: After termination of License – online digital access for subscribed titles and subscribes years (not including ACS Legacy archives, *Chemical & Engineering News*, Reagent Chemicals, Back-file products, eBooks, or content acquired via ACS Articles on Command, ACS

Metered Access, and ACS Lab Packs), which includes an annual platform maintenance fee. Archival / perpetual rights are not available if termination is due to default by Grantee.

13. List of accessible e-journal titles in the ACS All Publications Package in 2023*:

	Publication	Web ISSN
1	Accounts of Chemical Research	1520-4898
2	Accounts of Materials Research	2643-6728
3	ACS Agricultural Science & Technology	2692-1952
4	ACS Applied Bio Materials	2576-6422
5	ACS Applied Electronic Materials	2637-6113
6	ACS Applied Energy Materials	2574-0962
7	ACS Applied Engineering Materials	2771-9545
8	ACS Applied Materials & Interfaces	1944-8252
9	ACS Applied Nano Materials	2574-0970
10	ACS Applied Optical Materials	2771-9855
11	ACS Applied Polymer Materials	2637-6105
12	ACS Biomaterials Science & Engineering	2373-9878
13	ACS Catalysis	2155-5435
14	ACS Chemical Biology	1554-8937
15	ACS Chemical Health & Safety	1878-0504
16	ACS Chemical Neuroscience	1948-7193
17	ACS Combinatorial Science	2156-8944
18	ACS Earth and Space Chemistry	2472-3452
19	ACS Energy Letters	2380-8195
20	ACS ES&T Engineering	2690-0645
21	ACS ES&T Water	2690-0637
22	ACS Food Science & Technology	2692-1944
23	ACS Infectious Diseases	2373-8227
24	ACS Macro Letters	2161-1653
25	ACS Materials Letters	2639-4979
26	ACS Medicinal Chemistry Letters	1948-5875
27	ACS Nano	1936-086X
28	ACS Pharmacology & Translational Science	2575-9108
29	ACS Photonics	2330-4022
30	ACS Sensors	2379-3694
31	ACS Sustainable Chemistry & Engineering	2168-0485
32	ACS Synthetic Biology	2161-5063
33	Analytical Chemistry	1520-6882
34	Biochemistry	1520-4995
35	Bioconjugate Chemistry	1520-4812
36	Biomacromolecules	1526-4602
37	C&EN Global Enterprise	2474-7408
38	Chemical Research in Toxicology	1520-5010
39	Chemical Reviews	1520-6890
40	Chemistry of Materials	1520-5002

41	Crystal Growth & Design	1528-7505
42	Energy & Fuels	1520-5029
43	Environmental Science & Technology	1520-5851
44	Environmental Science & Technology Letters	2328-8930
45	Industrial & Engineering Chemistry Research	1520-5045
46	Inorganic Chemistry	1520-510X
47	Journal of Agricultural and Food Chemistry	1520-5118
48	Journal of Chemical & Engineering Data	1520-5134
49	Journal of Chemical Education	1938-1328
50	Journal of Chemical Information and Modeling	1549-960X
51	Journal of Chemical Theory and Computation	1549-9626
52	Journal of Medicinal Chemistry	1520-4804
53	Journal of Natural Products	1520-6025
54	Journal of Proteome Research	1535-3907
55	Journal of the American Chemical Society	1520-5126
56	Journal of the American Society for Mass Spectrometry	1879-1123
57	Langmuir	1520-5827
58	Macromolecules	1520-5835
59	Molecular Pharmaceutics	1543-8392
60	Nano Letters	1530-6992
61	Organic Letters	1523-7052
62	Organic Process Research & Development	1520-586X
63	Organometallics	1520-6041
64	The Journal of Organic Chemistry	1520-6904
65	The Journal of Physical Chemistry A	1520-5215
66	The Journal of Physical Chemistry B	1520-5207
67	The Journal of Physical Chemistry C	1932-7455
68	The Journal of Physical Chemistry Letters	1948-7185
69	ACS Bio & Med Chem Au (OA)	2694-2437
70	ACS Central Science (OA)	2374-7951
71	ACS Engineering Au (OA)	2694-2488
72	ACS Environmental Au (OA)	2694-2518
73	ACS Materials Au (OA)	2694-2461
74	ACS Measurement Science Au (OA)	2694-250X
75	ACS Nanoscience Au (OA)	2694-2496
76	ACS Omega (OA)	2470-1343
77	ACS Organic & Inorganic Au (OA)	2694-247X
78	ACS Physical Chemistry Au (OA)	2694-2445
79	ACS Polymers Au (OA)	2694-2453
80	Chemical & Biomedical Imaging (OA)	2832-3637
81	Environment & Health (OA)	2833-8278
82	JACS Au (OA)	2691-3704
83	Precision Chemistry (OA)	2771-9316

* The list for 2024 will be amended accordingly

Criterion for the choice of the supplier: lowest price offered.

BID

Buyer: Centralna tehniška knjižnica Univerze v Ljubljani
 Trg republike 3
 SI-1000 LJUBLJANA
 SLOVENIA
 ID for VAT: SI23576430

Business entity:

Number: ACSza2023

Information on the economic operator – tenderer

Company	
Legal representative	
ID for VAT	
Bank account number	
Registration No.	
Address	
Authorized signatory of the contract	
Authorized persons for the signature of the tender (members of the managing board or of the supervisory committee authorized for representation or decision- making or supervision):	
Tenderer's contact person	
Phone of Tenderer's contact person	
Fax of Tenderer's contact person	
E-mail of Tenderer's contact person	

Subject of the tender:

Annual subscription to the contents of e-journals of the ACS All Publications Package during the time period Jan. 1st, 2023 - Dec. 31st, 2024 + 73 OA tokens in 2023 and 78 OA tokens in 2024 for the authorized users of the Slovenian Consortium:

1. University of Ljubljana
2. University of Maribor
3. University of Nova Gorica

4. Jozef Stefan Institute
5. National Institute of Chemistry

Specifications:

	Specification of the offered contents:
1. Content coverage:	1996- 2023
2. Platform	http://www.acs.org
3. Access:	www; 24/7
4. Number of concurrent users	unlimited
5. Authorized users and authorized access	IP authentication
a) Authorized users of the Slovenian Consortium	YES, according to the conditions in the license
b) remote access Remote access for users of those institutions through EZproxy or VPN using username/password authentication maintained by the Buyer	
c) walk-in-users of libraries on the library premises (IP authorization)	YES
6. Authorized use: Retrieving, viewing, searching, downloading, printing, storing of reasonable portions of the content	YES
7. Purpose of use Scholarly research, educational and personal use by authorized users	YES
8. Open URL compliant	YES
9. Usage statistics: provided by the Publisher	YES YES
Mode of access to the usage statistics reports	Admin password/
COUNTER Code of practice compliant: Level 1	YES YES
Level 2	YES
ICOLC guidelines compliant	YES
10. Archival / perpetual rights	YES
State the modes of access to the archival contents after the termination of the License Agreement	
a) estimated price for the contents	
b) estimated price for the software to access the archival contents.	
c) technical needs and conditions at Public Authority's site to access the archival contents after the termination of the License Agreement	Access is via IP authentication.
11. Customer Support and User Support	YES
Technical	YES
Instructional (courses, on-line help)	YES—online help
Promotional (print or electronic promotional material)	YES
CONSORTIA OFFSET BENEFIT PROGRAM 2023 (COBP); see also Pilot Proposal The number of ACS COBP 73 credits issued will be based on the value of the current year's subscription to ACS Web Editions journals, divided by the then current ACS Consortia Rewards APC rate (4,000 USD).	YES

12. Price (in USD)		
2023:		USD
1. University of Ljubljana	full collection	USD
2. University of Maribor	full collection	USD
3. University of Nova Gorica	full collection	USD
4. Jozef Stefan Institute	full collection	USD
5. National Institute of Chemistry	full collection	
	Total for 2023	USD
2024:		USD
1. University of Ljubljana	full collection	USD
2. University of Maribor	full collection	USD
3. University of Nova Gorica	full collection	USD
4. Jozef Stefan Institute	full collection	USD
5. National Institute of Chemistry	full collection	USD
	Total for 2024	USD
	Total for 2023 and 2024	USD

This proposal is valid until 28th February, 2024.

Place: _____ Authorized person

Date: _____
Signature

DECLARATION

Buyer: Centralna tehniška knjižnica Univerze v Ljubljani
Trg republike 3
SI-1000 LJUBLJANA
SLOVENIA
ID for VAT: SI23576430

Business entity:

Under criminal and material liability we declare:

- We have met contractual obligations from previous contracts in the past three years prior to this tender accurately and on time;
- Contracting authorities have not filed against us justified claims regarding quality of goods or breaching of other contractual stipulations;
- We have not committed a grave professional error or misconduct, which the Buyer can prove on a justified base (termination of e-access to electronic journals for two consecutive days which is not caused by force majeure);
- We are the American Chemical Society and we are authorized to sell our e-products in Slovenia;
- In the past 6 months prior to the deadline for tender submissions for this tender, our bank account has not been frozen for more than 15 days (total of numbers of blockage of account for each bank account). We agree to submit evidence on this matter, if the Buyer requires evidence;
- We are acquainted with the fact that the Buyer may exclude us from the tender election if the data in our tender documentation are misleading;
- We accept all terms and other requirements from the tender documentation;
- We are acquainted with the entire tender documentation
- The entire tender documentation was considered at the preparation of our bid; and it will also be considered at the execution of the respective order.

This Declaration is an essential part and an enclosure of the tender documents by which we tender.

Place: _____ Authorized person

Date: _____
Signature

Buyer: Centralna tehniška knjižnica Univerze v Ljubljani
 Trg republike 3
 SI-1000 LJUBLJANA
 SLOVENIA
 ID for VAT: SI23576430

Business entity:

DECLARATION OF THE RETRIEVAL OF PERSONAL DATA

for the person who is a member of the administrative body or of the board of managers or of the supervisory board of that business entity or who holds the permission for their statutory representation or decision making or supervision

For the purposes of this tender I give my consent to the Buyer CTK Trg republike 3,1000 Ljubljana, Slovenia to retrieve data from respective official records for persons who are a member of the administrative body or of the board of managers or of the supervisory board or who hold the permission for legal representation or decision making or supervision, that they have not been convicted by final judgment for crimes which include elements of acts defined in the Penal Code (KZ-1) and are specified in paragraph one of the article 75 of the Public Procurement Act ZJN-3.

Personal data:

Statutory representative (name and surname)	
Social security number	
Birth date	
Birth place	
Country of birth	
Permanent/temporary address	
Nationality	
My previous surname was	

If the business entity has more statutory representatives, for whom they are obliged to prove good conduct according to paragraph one of the Article 75 of the Public Procurement Act ZJN-3, this form will be photocopied and completed for each of those persons.

Place: Authorized person

Date:

Signature

Buyer: Centralna tehniška knjižnica Univerze v Ljubljani
Trg republike 3
SI-1000 LJUBLJANA
SLOVENIA
ID for VAT: SI23576430

Business entity:

DECLARATION OF THE RETRIEVAL OF COMPANY DATA

For the purposes of the tender

We hereby allow the Buyer CTK to retrieve data about our legal entity from official records kept by a state authority, bodies of local authority or by the public powers holders:

Full name of the company	
Address of the company	
Municipality where the company is established	
Number of the entry into the Business register	
Registration number of the company	

This Declaration is an essential part and an enclosure of our tender documents.

Place: _____ Authorized person

Date:

Signature

Buyer: Centralna tehniška knjižnica Univerze v Ljubljani
Trg republike 3
SI-1000 LJUBLJANA
SLOVENIA
ID for VAT: SI23576430

Business entity:

DECLARATION OF ANTI-CORRUPTION

Provision in the first paragraph of Article 35 of the Law on Integrity and Corruption Prevention (ZIntPK, Uradni list RS, št. 69/11 – uradno prečiščeno besedilo in 158/20) requires that the Buyer, which operates in accordance with the regulations of public procurements, is not allowed to enter a business relationship with business entities where the Buyer is an official - who is performing service at this authority - a family member, involved as a manager, a member of management, a statutory representative or directly or indirectly or through other legal entities holds more than 5 % of founder's rights or management or capital.

In accordance with the above paragraph we declare that within the business entity, which will be performing the subject of this tender, the official or his/her family members are not members of the management nor do they directly or indirectly or through other legal entities holds more than 5 % of founder's rights or management or capital.

We are not on the list of business entities from Article 35 of the Law on Integrity and Corruption Prevention (ZIntPK - Uradni list RS, št. 69/11 – uradno prečiščeno besedilo in 158/20).

Contracts which are contrary to the stipulations of the Article 35 of the Law on Integrity and Corruption Prevention ZIntPK are void.

This Declaration is an essential part and an enclosure of our tender documents.

Place: Authorized person

Date:

Signature

Centralna tehniška knjižnica Univerze v Ljubljani (or shorter: CTK), (hereinafter CTK or *Buyer*), Trg republike 3, SI-1000 Ljubljana, SLOVENIA, ID for VAT SI 23576430, represented by the Director, Miro Pušnik; MSc.

And

....., ID for VAT: (hereinafteror *Vendor*), represented by

FOREIGN E-JOURNALS AGREEMENT

2023/ACS

I. LEGAL FRAMEWORK

Article 1

The legal framework for this contract are the performed procedure for the contract award for Annual subscription to the contents of e-journals of the ACS All Publications Package during the time period Jan. 1st, 2023 - Dec. 31st, 2024 + 73 OA tokens in 2023 and 78 OA tokens in 2024 for the authorized users of the Slovenian Consortium:

1. University of Ljubljana
2. University of Maribor
3. University of Nova Gorica
4. Jozef Stefan Institute
5. National Institute of Chemistry

This contract is to be debited on the CTK's account: FOREIGN JOURNALS AND DATABASES, 4020.

For matters not explicitly dealt with in this contract the Obligations law (Obligacijski zakonik OZ-UPB1, Ur.l. RS, št. 97/2007, 64/16 – odl. US) and general usage for sale of goods and services are used.

II. SUBJECT OF THE CONTRACT

Article 2

The subject of the contract is: Annual subscription to the contents of e-journals of the ACS All Publications Package during the time period Jan. 1st, 2023 - Dec. 31st, 2024 + 73 OA tokens in 2023 and 78 OA tokens in 2024 for the authorized users of the Slovenian Consortium. The detailed description of the contractual subject is defined in the offer, which forms an essential part of this contract. The essential parts of this contract are also provisions from Vendor's offer (including, but not limited to, the ACS Online Products Institutional Access Agreement and the ACS Consortia Offset Benefit Program Terms and Conditions) and the tender documentation which are not inconsistent with the requirements in the Buyer's documentation.

The subject of this contract includes all Vendor's and the Provider's procedures necessary for a timely acquirement and use of archival contents of ACS e-journals.

The Vendor supplies foreign e-journals and provides online access for the benefit of the Buyer and their Authorized Users for the period of time, stated in Article 3. The Vendor acts in Buyer's name and for the Buyer's account.

III. VALIDITY OF THE CONTRACT

Article 3

This Agreement is valid from January 1st, 2023 until December 31st, 2024.

IV. CONTRACTUAL PRICE

Article 4

The contractual price is in USD. It is a fixed price and it includes all procedures and costs (ordering, shipping & handling,) DDU Ljubljana (Buyer's head office). The price for Annual subscription to the contents of e-journals of the ACS All Publications Package + 73 OA tokens during the time period Jan. 1st, 2023 - Dec. 31st, 2023 for the authorized users of the Slovenian Consortium is USD. The price for Annual subscription to the contents of e-journals of the ACS All Publications Package + 78 OA tokens during the time period Jan. 1st, 2023 - Dec. 31st, 2023 for the authorized users of the Slovenian Consortium is USD.

The Buyer shall make the payment:

On 31st March, 2023:	USD
On 30 th September, 2023:	USD
On 31st March, 2024:	USD
On 30 th September, 2024:	USD

The Vendor has not included customs, VAT, or other taxes into the final price.

V. PAYMENT CONDITIONS

Article 5

The basis for payment are: Vendor's offer, the proper invoice and the contract signed by both parties. The Buyer is obliged to pay after the contract has been signed and within 45 days after invoice receipt as the Vendor requires payment prior to the delivery of e-journals.

In case of payment delay the Buyer agrees to payment of legal interest on overdue amounts.

The invoice is to be issued to the address: CTK, Trg republike 3, 1000 Ljubljana, Slovenia, ID for VAT SI23576430.

The Buyer makes the payment to Vendor's bank account:

Bank name:

Bank Account No.
SWIFT Code
ABA Routing/Transit Number

Link: http://pubs.acs.org/userimages/ContentEditor/1353016423436/bank_info_payment_instructions.pdf

Incomplete invoices will not be paid.

Bank charges of the Buyer's Bank are to be paid by the Buyer, Bank charges of the Vendor's Bank are to be paid by the Vendor (Characteristic at the transfer by CTK: SHA – costs of the transaction are shared by the Buyer and by the Vendor.)

In the exceptional case, when in the time during the conclusion of this agreement and the due time allowed for payment the acquiring authority does not receive the expected financial means by the relevant ministry; the acquiring authority may either partially or entirely rescind this contract or decide unanimously with the Vendor to extend the time allowed for payment.

VI. DELIVERY TERMS

Article 6

Claims regarding access must be cured within one business day.

In case the Vendor fails to provide the electronic access to e-journals more than two days – and it is not a result of force majeure (including, but not limited to, failure or delay related to equipment or services outside the control of ACS including public and private telecommunications services or Internet nodes or facilities) – Vendor shall grant additional access for as many days as access was interrupted, after expiration of the Agreement. If the Agreement is renewed, then Vendor shall provide a prorated credit toward the fee for the renewal.

VII. FINAL STIPULATIONS

Article 7

In charge of this contract are:

for the Buyer:
Tatjana Intihar

for the Vendor:
.....

Article 8

In the case it is established that according to Article 14 of the Law on Integrity and Corruption Prevention (Ur. l. RS No 69/11) in relation to this framework agreement, the contractor themselves or somebody else in their name or on their behalf promise, offer or give any kind of illegitimate benefits for the acquisition or for a business conclusion on more favorable terms or for the failure of due supervision over the implementation of contractual obligations or of other conduct or failure by which damage is caused to the acquiring party, or the acquisition of an illegible benefit is made possible for a representative of the acquiring party, for an agent of the acquiring party, for the contractor or their representative or agent, this agreement becomes void; if the agreement is not valid yet, it is deemed as not concluded.

Article 9

This contract is concluded under a resolutive condition that is to be met if one of the following circumstances is fulfilled:

- If the Buyer is aware that the court has determined by a final decision that the labour, environmental or social legislation has been violated by the contractor/seller or subcontractor; or
- If the Buyer is aware that the competent national authority has identified at least two infringements in the contractor/seller or subcontractor at the time of performance of the contract in relation to:
 - o remuneration for work,
 - o working hours,
 - o rest,
 - o the performance of work on the basis of civil law contracts, despite the existence of elements of an employment relationship or in connection with the employment of illegal workers

and for which a fine for a minor offense has been imposed by a final decision or several final decisions, and provided that the acquaintance with the infringement and the expiry of the validity of the contract happened at least six months before the last date of validity of the contract, or in case when the contractor/seller acts with the subcontractor, if the contractor/seller does not substitute or replace this subcontractor in the manner in accordance with Article 94 of the ZJN-3 and determined by this contract within 30 days from the knowledge of the infringement.

In the event of the fulfilment of the circumstances and conditions referred to in the preceding paragraph, the contract shall be deemed to have been dissolved from the date of conclusion of the new contract for the execution of a public contract for the contract in question. The Buyer shall inform the contractor/seller of the date of conclusion of the new contract. If the Buyer does not initiate a new public procurement procedure within 30 days of becoming aware of the infringement, the contract (contract) shall be deemed to have been dissolved on the thirtieth day after the acquaintance with the infringement.

Article 10

A member institution may cancel within the multi-year subscription commitment, informing ACS no later than the 30th of November of the current year, in the case of the member institution's budget being affected by serious and unexpected financial difficulties. If the funds allocated by the Slovenian Research Agency for the ACS All Publications Package subscription for year 2024 are granted at the percentage which represents less than 85% of the required Total Fees (in EUR and with VAT) of the Consortium or any individual Institution under the Agreement, the funds for the Consortium or that particular Institution are considered insufficient and hence 'affected by serious and unexpected financial difficulties'. For such member, this contract will be considered cancelled from the 1st of January of the subsequent year, except for those obligations that continue according to the ACS access agreement terms and conditions or that continue by their nature, including any post termination access for the subscribed content by the opting-out member. The Parties will confirm the fee for the subsequent year by the 1st of December of the previous calendar year for each year of duration of the contract.

Article 11

The contracting parties may suggest eventual amendments to this contract, which agreed upon may form an annex to this contract.

Article 12

This contract ceases to be effective if the Buyer is acquainted with the fact, that the respective state authority or a court decided by a final judgment an infringement of labor, environmental or social legislation either by the contractor or their sub-contractor of a public procurement.

Article 13

Any dispute that may arise shall be settled in mutual Agreement of both Parties. In case a dispute is not settled with one accord, it is to be solved by a competent court of justice in Ljubljana. Notwithstanding anything in this Section to the contrary, disputes in which there is a claim for injunctive relief or other equitable remedy, including specific performance, may be brought in any court having competent jurisdiction.

Article 14

This contract is concluded in three copies, of which Buyer gets two copies and the Vendor gets one copy.

Ljubljana,

.....

for the Buyer:
CTK

For the Vendor:

.....
Miro Pušnik; MSc.
Director

.....

Summary of the pro-forma invoice (Recapitulation)

Annual subscription to the contents of e-journals of the ACS All Publications Package during the time period Jan. 1st, 2023 - Dec. 31st, 2024 + 73 OA tokens in 2023 and 78 OA tokens in 2024 for the authorized users of the Slovenian Consortium: **USD**.....