



**FORM 5**

## **7. SAMPLE CONTRACT**

**JOŽEF STEFAN INSTITUTE,**

Jamova cesta 39,

1000 Ljubljana,

Slovenia

VAT-ID: SI55560822

represented by the Director, prof. dr. Jadran Lenarčič, henceforth referred to as "the Client",

and

PFEIFFER VACUUM GMBH, (company name)

Diefenbachgasse 35, A-1150 Austria, (address),

VAT-ID: ATU15088508

represented by the director Reinhard Schnitzler (henceforth referred to as "the Supplier")

have agreed on the following

## **C O N T R A C T**

### **Article 1**

#### **SUBJECT OF THE CONTRACT**

The contracting parties have established that, in line with the Public Procurement Act, the Client awarded the contract to the most cost-effective bidder with regard to the realisation of the supply requirement expressed in the public tender published on the Public Procurement Portal of the Republic of Slovenia under the reference number JN002338/2019-B01 and TED: 2019/S 075-177412.

With this contract the Client and the Supplier agree on their mutual rights and obligations, necessary for the smooth operation of purchasing and selling the following device:

#### **SUPPLY OF A E-BEAM EVAPORATOR**

specified, in detail, in the Quotation/pro-forma invoice with the ref. number ..... as of ..... that is an integral part of this contract.

### **Article 2**

#### **VALUE OF THE CONTRACT**

The value of the above equipment is ..... The price does not include the VAT.

### **Article 3**

#### **DELIVERY TERMS**

The delivery period for the equipment that is the subject of this contract is ..... after the date of the contract.



The Supplier shall provide, without additional cost to the Client, transportation including transport insurance of the equipment at the Client's address. The Supplier shall notify the Client of the intended delivery by fax, e-mail, in writing or by telephone, at least 3 working days prior to the delivery.

The Client shall sign the handover note after the establishing that the correctly delivered equipment has been properly installed and that the Supplier presented to the Client the warranty certificates.

The Supplier shall provide the delivery of the equipment with his its own professionally qualified staff or with the subcontractors, listed in tender documentation. If the Client finds that the work is carried out by the subcontractor not listed in the tender, he is entitled to cancel the contract. The Supplier reserves the right to verify any time subcontractor employees performing work. All employees are required to give credible information.

## Article 4 PAYMENT TERMS

The Supplier shall issue the invoices to the Client in the following order:

- 45% payment in advance after receipt of the order and signed contract
- 45% payment payable on receipt of Invoice, at the time of delivery
- 10% payment after technical acceptance after installation

The Client is obliged to pay an invoice for the goods, i.e., the equipment, within 30 days of the correct issuing of the invoice.

The contracting parties agree that, in the case of a late payment, the Client has to pay the default interest.

## Article 5 ACCEPTANCE

The acceptance shall be performed on the basis of the Final acceptance certificate (APPENDIX 1), signed by the authorised representatives of both contracting parties, upon a proper delivery of equipment of adequate quality and quantity.

The Supplier will submit to the Client the following documentation:

- Invoice
- Delivery note (with an exact list of delivered parts, data about the gross and net weight)
- Technical documentation and instructions for use
- Precise installation instruction
- Handover note – final acceptance certificate
- Warranty certificate

The documentation should be in Slovene or English.

## Article 6 SUPPLIER GUARANTEES



The responsibility for keeping the equipment undamaged is transferred from the Supplier to the Client once the equipment is delivered to the Client.

The Supplier guarantees to the Client:

- that the equipment is new, not used and free of any actual and legal defects;
- that the supplied equipment functions perfectly and that it complies fully with all technical descriptions, characteristics and specifications, provided by the Client;
- that the Client shall acquire all the rights related to the equipment, while the Supplier shall duly perform all the obligations related to the equipment.

The Supplier provides the Client with a warrantee to cover the quality of the equipment and its smooth operation at least to an extent equal to the extent of the warrantee given by the producer of the equipment to the Supplier, i.e., two years following the date of the receipt of the equipment.

During the warrantee period the Supplier shall provide for emergency services responding to the Client by E-mail or telephone within two working day after the receipt of a notification. If an on-site repair service is needed, the Supplier shall provide it typically within 15 working days after the problem has been identified.

## Article 7

### ELIMINATION OF ERRORS AND SUPPLY OF SPARE PARTS

The Supplier undertakes to eliminate the errors of the delivered goods within the warranty period providing uninterrupted service to its own costs, including transport costs to a specific location. The period of notice is considered to be the time when the message reaches to the supplier at the phone number or e-mail stated in this agreement, provided that it has been awarded by the Client and shall contain at least the necessary data for identification of the goods.

The Supplier commits to provide the spare parts for at least 10 years. In the case of failure to fulfil obligations, the supplier must reimburse any additional costs and damage to the Client, which would consequently suffer.

## Article 8

### MAINTENANCE AND SERVICE OF THE EQUIPMENT

The maintenance of the equipment is carried out regularly, according to predetermined schedule in line with the manufacturer's instructions and recommendations to ensure safe operation, to reduce the possibility of failures and to ensure the continuous optimal operation of the equipment. It is performed during the warranty period and after the expiration of the warranty. The price includes material, work, daily allowances and travelling costs.

Service of the equipment is a repair service that is performed in case of equipment failure on the basis of the customer's order after the expiration of the warranty period. Service services are intended to establish such condition of the equipment in which the equipment performs its intended function. Service maintenance costs are calculated according to the actual time and material used. The Supplier informs the Client about at least approximate costs before service is performed.

The responsibility for keeping the equipment undamaged is transferred from the Supplier to the Client once the equipment is delivered to the Client.



The Supplier shall provide for emergency services responding to the Client within two working days after the receipt of a notification.

Article 9

**ANTI-CORRUPTION CLAUSE**

If it is found that, during the execution of the public tendering, on the basis of which this contract has been made, or during the execution of this contract, anyone acting in the name of – or on the account of – the Supplier, has promised, offered or given any undue advantage to the Client (the contracting authority), or those employees that had a decisive influence on the choice of the Supplier, in order:

- to win this public contract,
- to conclude this contract under more favourable conditions,
- to omit due diligence in the supervision of the contract implementation,
- to carry out any other act or omission causing damage to the Client or allowing the Client or its employees to obtain an undue advantage,

this contract will be void.

In the case of an alleged existence of the conditions from the first paragraph of this article or from a notification of the Commission for the Prevention of Corruption, or any other responsible body, relating to their alleged existence, the Client shall initiate the proceedings for invalidity of the contract from the first paragraph of this article, or any other measures, in line with the regulations of the Republic of Slovenia.

Article 10

**CONTRACT TERMINATION TERMS**

This contract is concluded under the termination terms that will be met if one of the following circumstances is fulfilled:

- if the Contracting Authority is informed that the competent Court has established with a final decision that the Supplier or his Subcontractor has infringed applicable obligations in the area of environmental, social and labour law, or
- if the Contracting Authority is informed that the competent State Authority had established that the Supplier or his Subcontractor has at the time of the contract infringed at least two infringement in relation to:
  - payment for work,
  - about working hours,
  - on rest,
  - on 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 an offence has been imposed by a final decision or several final decisions of  
the competent authority,

and provided that the acquaintance with the infringement and the expiration of the validity of the contract has remained for at least six months or if the Supplier acts with the Subcontractor, even if the Supplier does not replace or replace this subcontractor due to the established violation with the Subcontractor, in a manner determined in accordance with Article 94 of the ZJN-3, and determined these contracts within 30 days from the knowledge of the violation.



If the circumstances and conditions referred to in the preceding paragraph are fulfilled, the contract shall be terminated from the date of conclusion of a new contract on the execution of a public contract for the contract in question. The contracting authority shall inform the Supplier of the date of conclusion of the new contract.

If the Contracting Authority does not initiate a new public procurement procedure within 30 days of becoming aware of the infringement, the contract shall be deemed to be terminated on the thirtieth day after the acquaintance with the infringement.

## Article 11 CONTRACT TERMINATION

The Client may withdraw from contract without obligation towards the Supplier, if the Supplier :

- does not comply with all requirements of the Client and fails to comply with them,
- increases the prices during validity of the contract,
- does not carry out the subject of the contract in the agreed quality or within the agreed deadlines,
- does not fulfill all of its obligations under the contract,
- in other cases and in the extent specified in this contract.

The Supplier has the right to withdraw from this contract in the event of violation of the terms of the contract by the Client. In this case, the contract will expire when the Client receives a written notice of withdrawal, stating the reason for the assignment with the registered mail by post.

In the event of withdrawal, the parties shall be obliged to fulfill the obligation so far made as agreed prior to the cancellation.

## Article 12 FINAL PROVISIONS

The contracting parties shall determine all the amendments to this contract, after a previously reached agreement, with the annexes to this contract.

The contracting parties shall resolve any disagreement relating to the realisation of this contract by common consent. In the case that the contracting parties cannot settle a dispute by common consent, they shall abide by the decision of the competent court in Ljubljana.

This contract comes into force on the day when it is signed by both contracting parties,

The contract is drawn up in four identical copies so that each contracting party receives two copies.

# Institut "Jožef Stefan", Ljubljana, Slovenija

1001 Ljubljana, p.p. 3000 / Jamova cesta 39 / Tel. n.c. 477 39 00, Fax: 423 54 00



CLIENT:  
Jožef Stefan Institute  
Director:

SUPPLIER  
Pfeiffer Vacuum Austria GmbH  
Director:

\_\_\_\_\_  
Prof. Dr. Jadran Lenarčič

Date:

\_\_\_\_\_  
Reinhard Schnitzler, dipl.ing.

Date:

We herewith declare that the format of this sample contract is acceptable for the bidder.

Vienna, 20.5.2019

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(place, date)

(stamp)

**PFEIFFER VACUUM**

The bidder:  
Pfeiffer Vacuum Austria GmbH  
Diefenbachgasse 25 • 1150 Vienna • Austria  
Phone: +43 1 894 17 04 • Fax: +43 1 894 17 07  
office@pfeiffer-vacuum.at • www.pfeiffer-vacuum.com

(signature of the representative)  
Reinhard Schnitzler, director