



**PUBLIC-TENDER DOCUMENTATION**  
**IN ACCORDANCE WITH THE LOW-VALUE PROCEDURE**  
  
**FOR**

**»SUPPLY AND INSTALLATION OF 320 KV X-RAY  
SYSTEM FOR REALIZATION OF DOSIMETRIC  
STANDARDS«**

**Internal reference number of the public tender: JN36/21**

**Ljubljana, June 2021**



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## 1. INVITATION TO TENDER

The Contracting Authority, the **Jožef Stefan Institute**, Jamova cesta 39, 1000 Ljubljana, tax number SI55560822, registration number 5051606, bank account: 01100-6030344242 registered with the Public Payment Administration (PPA) Ljubljana, invites interested Bidders to submit their written tender in accordance with this public tender documentation.

The subject of the contract is the **»SUPPLY AND INSTALLATION OF 320 KV X-RAY SYSTEM FOR REALIZATION OF DOSIMETRIC STANDARDS«**.

The public tender is carried out in accordance with Article 47 of the Public Procurement Act (official consolidated text PPA-3, the Official Gazette of the Republic of Slovenia, Nos. 91/2015 and 14/2018 hereinafter PPA-3) as a low-value public procurement procedure.

We invite you to submit your bid for this tender in accordance with the instructions for bidding.

The bids have to be prepared in line with the tender documentation, fulfilling all the conditions for the participation in this public tender.

Ljubljana, June 2021

»Jozef Stefan« Institute



## **2. INSTRUCTIONS FOR THE BIDDERS**

### **2.1 THE CONTRACTING AUTHORITY**

The **JOŽEF STEFAN INSTITUTE** is inviting all interested Bidders to submit their bids in line with the tender documentation.

### **2.2 THE CODE AND SUBJECT OF THE PUBLIC TENDER**

Internal reference No.: **JN36/21**

Subject: **»SUPPLY AND INSTALLATION OF 320 KV X-RAY SYSTEM FOR REALIZATION OF DOSIMETRIC STANDARDS«**

### **2.3 IMPLEMENTATION OF THE TENDER**

The public tender is carried out on the basis of Article 47 of PPA-3 (Official Gazette of RS, no. 91/2015 and 14/2018) as a low-value public procurement procedure. The Contracting Authority shall select the bid and make a contract with the respective Bidder on the basis of the conditions and criteria described below.

Before the deadline for the submission of tenders, the Contracting Authority may amend the tender documents. The Contracting Authority shall make all the amendments to the tender documentation 5 days before the current deadline at the latest. Any such amendment shall be an integral part of the tender documentation and shall be submitted through the Public-Procurement Portal. If necessary, the Contracting Authority shall extend the deadline for submitting the bids to make it possible for the Bidders to consider the amendments. In the case of an extended deadline for submitting the bids all the rights and obligations of the Contracting Authority and the Bidders shall relate to the new dates arising from the extended deadline.

### **2.4 ACCESS TO THE TENDER DOCUMENTATION**

The forms from the tender documentation (TD) are available at <http://www.ijs.si/ijsw/Objave>.

### **2.5 THE BIDDING PROCEDURE**

Any individual or legal entity registered for the service that is the subject of this tender can submit a bid to this tender.

### **2.6 THE LANGUAGE OF THE BIDS**

The Bidders must submit their bids in Slovene or English.

### **2.7 PREPARATION OF THE BIDS**

To prepare their bids, the Bidders must give all the details required with the attached specification. The bids must be valid until 30 September 2021.

### **2.8 A JOINT BID**

A bid may be submitted by a **group of contractual partners**. This group shall submit a Partnership Agreement stipulating how the public contract awarded within this public-procurement procedure will be executed, specifying, in particular, the leading partner authorized to assume, from the Contracting Authority, the obligations, instructions, and possibly also the payments on behalf of, and for the account of, all the partners, as well as the share and type of services/goods to be provided by each individual partner. The Agreement must clearly stipulate that, in relation to the Contracting Authority, all the partners are collectively and individually liable for the realisation of





the entire commitment and each part of it, in accordance with paragraph 3 of Article 81 of the PPA-3.

All the partners in a group have to meet the conditions for the recognition of their competencies with respect to their legal statuses (they must meet all the conditions in Section 2.11) the compliance with the Contracting Authority's other conditions for the recognition of competencies shall be examined collectively for the entire group of partners.

## 2.9 A BID INVOLVING SUBCONTRACTORS

In a subcontracting relationship **the main Contractor transfers the execution** of the whole or a part of the awarded public contract to a third party, namely, a Subcontractor. The definition of a Subcontractor is given in point 1 of Article 94 of the PPA-3. The Bidder can perform the award of the contract alone or together with Subcontractor(s).

If the tenderer offers the execution of the contract by Subcontractor(s), it is required to:

- provide the list of all the Subcontractors (**each Subcontractor must meet all the requirements under point 2.11**) and the type of work that the Subcontractor will be undertaking,
- provide the list of contact information and the legal representatives of the Subcontractors,
- complete Declaration of compliance with the conditions for the Economic Operator for each Subcontractor,
- complete FORM 3.1 – The Subcontractor's authorisation relating to direct payments made by the Contracting Authority to the Subcontractor(s) and consent, if Subcontractor required.

The main Contractor will be required during the realization of the public tender to inform about any changes to the existing information specified in the preceding paragraph and to send information about new Subcontractors, that are planned to be subsequently integrated into carrying out the work no later than 5 days after the change. In the case of the involvement of new Subcontractors the main Contractor must together with the notice provide the information and documents, specified in the second, third and fourth indents of the preceding paragraph and meet all the requirements under point 2.11.

The Contracting Authority will reject any Subcontractor, if there are grounds for exclusion from the first, second or fourth paragraphs of Article 75 of the PPA-3, except in the case of the third paragraph of Article 75 of the PPA-3. The Contracting Authority may reject any Subcontractor, if there are grounds for exclusion from the sixth paragraph of Article 75 of the PPA-3. The Contracting Authority will not accept the proposal to replace the Subcontractor or the inclusion of a new Subcontractor, if this has an impact on the smooth implementation or completion of the works and if the new Subcontractor does not meet the conditions set by the Contracting Authority in the tender documentation. In the case of rejection of the new Subcontractor the Contracting Authority will inform the main contractor no later than 10 days from receipt of the proposal.

In the event that the Subcontractor in accordance with and in such a way specified in the second and third paragraph of Article 94 of the PPA-3 requires direct payment, a direct payment to the Subcontractor shall be deemed to be obligatory in accordance with this Act and bound by an obligation of the Contracting Authority and the main contractor.

Where the tenderer intends to carry out the contract with a Subcontractor, which requires a direct payment in accordance with this Article:

- the main contractor in the contract shall authorize the Contracting Authority, on the basis of an approved invoice or situation by the main contractor to pay directly to the Subcontractor,
- the Subcontractor submits the consent on the basis of which the Contracting Authority instead of the tenderer settles the Subcontractor's claim against the tenderer,
- the main contractor to its invoice attaches an invoice of a Subcontractor, which was previously approved.



If a direct payment to the Subcontractor is not required, the Contracting Authority of the main contractor will require that not later than 60 days from the payment of the final invoice the main contractor sends a written statement and a written statement from the Subcontractor that the Subcontractor has received payment for the supplied goods directly related to the subject of the contract.

If the main contractor does not comply with Article 94 of PPA-3, the Contracting Authority shall submit a proposal to the National Review Commission about the introduction of a minor offence procedure referred to in point 2 of the first paragraph of Article 112 of the PPA-3.

In the event that the tenderer acts with the Subcontractors, the tenderer shall submit the authorization for direct payments (FORM 3.1) or a statement that the bid does NOT act with Subcontractors. In this case the tenderer submits a declaration of the bid without Subcontractors (FORM 3).

## 2.10 COMPLETION OF THE BID – ADMISSIBLE TENDER

»Admissible tender« shall mean a tender that is submitted by a tenderer for which there are no grounds for exclusion and which meets the selection criteria, which meets the needs and requirements of the Contracting Authority set out in the technical specifications and the procurement documents, which was received in due time, for which there is no evidence of collusion or corruption, which has not been found by the Contracting Authority to be abnormally low, and the price does not exceed the Contracting Authority's budget.

Tender documentation must consist of the forms submitted in the following order:

- **FORM 1** – The bid (Proforma invoice)
- **FORM 2** – Details about the Bidder
- **FORM 3** – Acting with Subcontractors or without Subcontractors
- forms for establishing the capacities of the Bidder – **FORMS 4.1 to 4.5**
- the completed, signed and stamped sample contract initialled on each page – **FORM 5**

Only when acting as consortium and/or with Subcontractors must the Bidder submit the following forms:

- **FORM 1** – The bid (Proforma invoice)
- **FORM 2.1** – General data about the Bidder and the consortium
- Partnership Agreement (only in the case the Bidder acts as a party in a joint venture or a consortium of the Bidder)
- **FORM 3** – Acting with Subcontractors or without Subcontractors
- **FORM 3.1** – The Subcontractor's authorisation relating to direct payments made by the Contracting Authority to the Subcontractor(s) and consent
- forms for establishing the capacities of the Bidder – **FORMS 4.1 to 4.5**
- **FORM 5** – the completed, signed and stamped sample contract initialled on each page

In line with the 6th paragraph of Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11–official consolidated version and 158/20), the selected Bidder is obliged to submit, prior to signing the contract and at the request of the Jožef Stefan Institute, the awarding authority, a statement or details about the natural or legal entities owned by the selected Bidder, including the silent partners and business entities that are considered to be associated with the selected Bidder in line with the provisions of the law governing companies. If the Bidder submits a false statement or gives untrue information about the required details, the contract shall be annulled (Appendix 2).

In line with point 6 of Article 91 of PPA-3, the selected bidder shall submit, within 8 days of the receipt of the request, the details about:





- its founders, partners, shareholders, limited partnerships or other owners, as well as the equity shares of these entities;
- business entities that are considered to be associated with the selected bidder on the basis of the law governing companies.

The tenderer submitting the offer accepts criminal and material responsibility that all data and documents included in the tender are true. Otherwise, the tenderer shall be liable to the Contracting Authority for any damage caused to it.

## 2.11 GROUNDS FOR EXCLUSION OF THE BID

1.	<p>The Economic Operator must be excluded by the Contracting Authority from participation in a public procurement procedure in the case it is found that the Economic Operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein has been the subject of a conviction by final judgment which has the elements of the criminal offenses that are defined in the first paragraph of Article 75 of the PPA-3</p> <p>In the case that the Economic Operator is in the situation referred to in the above paragraph, in accordance with paragraph 9 of Article 75 of the PPA-3, the Contracting Authority may submit evidence that it has taken sufficient measures to prove its reliability despite the existence of reasons for exclusion</p> <p><b>The proof:</b> FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in a procedure.</p> <p>Prior to signing the contract the Contracting Authority shall ask the selected Bidder to submit the authorization to obtain the information from the criminal record (for the Economic Operator and for all persons who are members of the administrative, managerial or supervisory body of the Economic Operator or who the power to represent or to decide or control it).</p> <p>The Bidder himself can attach the certificates from the criminal record. The certificates thus submitted must be legally relevant with respect to the conditions on the day of submitting the bid.</p>
2.	<p>The Economic Operator must be excluded by the Contracting Authority from participation in a public procurement procedure in the case that it does not fulfil the obligations related to taxes and other monetary non-fiscal obligations pursuant to the law regulating the financial administration, collected by the tax authority in line with the provisions of the country in which it has its our registered office or in the Member State of the Contracting Authority and have no outstanding liabilities as on the day of submitting the bid worth EUR 50 or more. On the day of submitting the bid, the Economic Operator must submit all accounts of tax deductions for the incomes arising from employment relationships for the period of the last 5 years.</p> <p><b>The proof:</b> FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure.</p>
3.	<p>The Economic Operator must be excluded by the Contracting Authority from participation in a public procurement procedure in the case it is on the deadline for the submission of bids excluded from the public award procedures due to being included in the record of entities with negative references, as defined in point a) of the fourth paragraph of Article 75 of the PPA-3</p> <p><b>The proof:</b> FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure.</p>
4.	<p>The Economic Operator must be excluded by the Contracting Authority from participating in a public procurement procedure it has been in the 3 years prior to the expiry of the deadline for submitting the bids fined twice for an offence related to the payment for work, 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 by way of a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country.</p> <p><b>The proof:</b> FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic</p>



Operator for all Economic Operators in the procedure.

The Contracting Authority shall in accordance with the eight paragraph of Article 75 of the PPA-3 at any time during the procedure exclude an Economic Operator where it transpires that, in view of acts committed or omitted, the latter was or is either before or during the procedure in one of the situations referred to this instruction.

## 2.12 CONDITIONS FOR PARTICIPATION

### 2.12.1 TECHNICAL CAPACITY OF THE BIDDER

1.	The Bidder guarantees the required technical suitability of the equipment in line with the technical requirements from the description of the equipment included in the tender documentation. <b>The proof:</b> FORM 4.2 – Completed Statement of technical suitability
2.	The Bidder has in the past 3 years (2018, 2019, 2020) sold (which means qualitative and quantitative in according with the contract) at least 1 similar X-ray system for realization of dosimetric standards. <b>The proof:</b> List of references (FORM 4.4) – together with the confirmation of the business partners (reference clients) on the original form from this tender documentation (FORM 4.5)

**In all cases one copy of proof is sufficient, even when a particular proof is mentioned several times.**

With respect to all the above documents, which can be submitted as photocopies, the Contracting Authority can, at a later stage, request the original copies that the Bidder has to submit for viewing to the Contracting Authority in a period of 3 days. Irrespective of the required age of the documents, they have to disclose the status of the Bidder that is legally relevant with respect to the conditions on the day of submitting the bid.

If the country where the Bidder is established cannot issue the proofs, or documents, required by the tender documentation, the Bidder can, in line with Article 42 of PPA-2, submit an appropriate sworn statement given by the Bidder or by a witness in the presence of a judicial or administrative authority, a notary, or an authorised body representing the commercial entities in the Bidder's country.

### 2.13 THE BIDDING PRICE

All the prices have to be expressed in euros, covering all the costs for the realisation of the relevant public contract. The final price has to include all its constituent elements. The VAT has to be indicated separately (for the Bidders from Slovenia).

### 2.14 EXAMINATION AND EVALUATION OF THE BIDS

Before awarding the contract, the Contracting Authority will verify the existence and content of data or other information indicated in the tender of the tenderer to which it has decided to award the contract. The Contracting Authority will perform an examination and evaluation in line with Article 89 of the PPA-3.

### 2.15 CRITERIA FOR ASSESSING AND EVALUATING THE BIDS

The criterion for the best Bidder selection is the most economically advantageous bid, determined on the basis of the lowest bidding price in euros without the VAT.





In the case of two or more Bidders having equally economically advantageous bid, the Bidder with shorter delivery date will be selected. If the bids are still tied, the Bidder with more favourable warranty terms and conditions will be selected.

## 2.16 QUERIES RELATING TO THE TENDER DOCUMENTATION

Communication with the Bidders concerning queries about the tender and the preparation of a bid shall be organised through the Public-Procurement Portal of the Official Gazette of the Republic of Slovenia: [www.enarocanje.si](http://www.enarocanje.si).

Information provided by the Contracting Authority or through the procurement portal shall be, in accordance with the paragraph 2 of Article 67 of PPA-3 understood as an amendment, supplement or clarification regarding the award of the contract, if the content of this additional information results in changing this documentation, or if the explanation eliminates the ambiguity of the statements in this document or the public announcement.

## 2.17 DEADLINES FOR ANSWERING THE QUERIES ABOUT THE TENDER DOCUMENTATION

Queries about the tender documentation or any other query about the call for tender placed through the Public-Procurement Portal by **10:00** on **16 June 2021** shall be considered as timely. After this time, the Contracting Authority shall not answer any queries about the tender.

## 2.18 SUBMISSION AND DELIVERY OF THE BID

Bidders must submit their bids through the IT **ePonudbe.si** system at the web address <http://eponudbe.si/en>

Before submitting their bids, Bidders must register at the web address <http://eponudbe.si/>. If the Bidder is already registered in the IT ePonudbe.si, they must sign in at the same address.

A user, that is in the ePonudbe.si information system and authorised to submit tenders for an Economic Operator, submits a tender by clicking the »Submit tender« button. The ePonudbe.si information system records the identity and the time of the submission of tender. The user by submitting the tender expresses and states its will to submit a binding tender in the name of the Economic Operator (Article 18 of the Obligations Code, Official Gazette of the Republic of Slovenia, no. 97/07 – official consolidated version, 64/16 – odl. US and 20/18 – OROZ631). With its submission, the tender is binding for the time stated in the tender except if the user withdraws or changes it before the time for submitting the tenders has expired.

A bid is deemed to be submitted on time if the Contracting Authority receives it via the **ePonudbe.si** system <http://eponudbe.si/en> by **23 June 2021 at 10.00 AM**. A bid is deemed submitted if it is marked with the status "SUBMITTED" ("ODDANO") in the IT ePonudbe.si system.

Bidders may withdraw or change their bids by the deadline for submission of the bids. Withdrawal of the bid can be performed on the ePonudbe.si system in the profile of the Bidder that has submitted the bid to the system, when the bid is submitted, with the optional statement about the reason for the withdrawal, the change of the bid is performed within the same system first by withdrawal of already submitted bid, and afterwards with submission of a new bid before expiry of the deadline.

It is not possible to submit any bid after the expiry of the deadline for the submission of bids.

The page for submitting an e-bid in this e-procurement procedure can be accessed here: <https://eponudbe.si/en/My-public-contracts/Published/Individual-published-public-contract/t/NAKUP-IN-INSTALACIJA-320-KV-RENTGENSKEGA-SISTEMA-ZA-REALIZACIJO->



or <http://eponudbe.si/en> .

## 2.19 THE PUBLIC OPENING OF THE BIDS

Bids shall be opened automatically in the IT ePonudbe.si system on **23 June 2021** and will start at **10.01 AM** at the web address <http://eponudbe.si/en>.

The opening takes place in the following way: at the hour set for the public opening of bids, the IT ePonudbe.si system automatically displays data on the Bidder and variants, if requested or allowed, and enables access to the PDF file that the Bidder uploaded in the ePonudbe.si system under the »Proforma Invoice« (»Predračun«) section. The public display automatically ends after 60 minutes. The Bidders that submitted bids have these data available in the IT ePonudbe.si system under the "Minutes on the bid opening" (»Zapisnik o odpiranju ponudb«) section.

## 2.20 VALIDITY OF THE BID

The bid has to be valid until 30 September 2021.

Variants are not permitted.

## 2.21 FORM »BID (PROFORMA INVOICE)«

The Bidder must offer all listed items from the Form 1 – Bid (Proforma invoice), considering the technical description and the specification of the equipment, which is part of the Tender Documentation.

The Bidder completes all the listed items in the Proforma invoice, to a maximum of two decimal places.

If the Bidder declares a price of zero (0) EUR, it is understood this item is offered free of charge.

The Bidder must not change the content of Form 1.

The price must include all discounts and costs.

Where the Contracting Authority, during the examination and evaluation of tenders, finds that a calculation error has occurred, it may correct it in line with Article 89, paragraph 7, of the PPA-3.

**Bidder uploads in the IT ePonudbe.si system under the section »Pro-forma Invoice« (»Predračun«) in a pdf file the Proforma Invoice.**

## 2.22 SIGNING OF THE CONTRACT

The selected Bidder shall sign the contract within 8 working days of the receipt of the contract signed by the Contracting Authority.

Prior to signing, the contract shall be modified depending on whether the selected Bidder submits a joint bid, a bid with Subcontractors, a bid consisting of different realisation phases and the similar.

## 2.23 LEGAL INSTRUCTION

Legal protection of the Bidders in the public procurement procedure is guaranteed in accordance with the provisions of the Act on legal protection in public procurement procedures (Official Gazette of RS, no. 43/11, 60/11-ZTP-D, 63/13, 90/14 – ZDU-11 and 60/17) following the procedure and in manner as determined by law.



A review claim referring to the contents of the call and/or the tender documentation, may be filed in 10 working days from the date of publication of the call for tender or the notice of supplementary information, information on the pending procedure or correction if this is a notice to amend or supplement requirements or criteria for selecting the most advantageous tenderer from the tender documentation or previously published contract notice; the review claim may refer to the amended, supplemented or clarified content of the publication or the tender documentation or a directly related reference to it in the original publication or tender documentation. A review claim may not be submitted after the deadline for submission of the bid, unless the deadline submission of the bid is less than 10 working days. In this case, a review claim may be filed within 10 working days of the date of publication of the contract notice.

The applicant shall pay a tax of 2.000,00 euros to the bank account of the Ministry of Finance, No. SI56 0110 0100 0358 802, opened at the Bank of Slovenia, Slovenska 35, 1505 Ljubljana, Slovenia, SWIFT CODE: BS LJ SI 2X; IBAN: SI56011001000358802 – a tax for a revision of public procurement.

A request for a review shall be submitted via the eRevizija (eReview) portal (<https://www.portalerevizija.si>).





## 3. TECHNICAL DESCRIPTION AND SPECIFICATIONS OF THE EQUIPMENT

The subject of public tender is supply, installation and start up of of the 320 kV X-ray system for the realization of dosimetric standards, which will be used to broaden the scope of calibrations in the framework of the national metrology system and research studies in various research fields of physics, engineering and other sciences. The 320 kV X-ray system with X-ray tube MXR-320/26 will enable the emission of photons with energies from 15 to 320 KeV.

### TECHNICAL CHARACTERISTICS:

1. High voltage (HV) generator:
  - voltage range: from  $\leq 15$  kV to  $\geq 320$  kV
  - setting step:  $\leq 0.1$  kV
  - voltage accuracy:  $\leq 1\%$
  - repeatability of voltage setting:  $\leq 0.01\%$
  - voltage stability:  $\leq 0.1\%$  / 8h
  - temperature voltage stability:  $\leq 50$  ppm /  $^{\circ}\text{C}$
  - AC high voltage part:  $\leq 10$  V / mA
  
  - current range: from 0 to  $\geq 20$  mA
  - current setting step:  $\leq 0.01$  mA
  - current accuracy:  $\leq 0.2\%$
  - repeatability of current setting:  $\leq 0.002$  mA
  - current stability:  $\leq 0.1\%$  / 8 h
  - temperature current stability:  $\leq 50$  ppm /  $^{\circ}\text{C}$
  
  - generator power:  $\geq 4$  kW
  - high voltage cable: 10 m
2. X-ray tube
  - anode material: W
  - nominal voltage:  $\geq 320$  kV
  - constant power:  $\geq 3$  kW
  - target angle:  $15^{\circ} - 25^{\circ}$
  - radiation coverage:  $30^{\circ} - 50^{\circ}$
  - angle btw. X-ray radiation and HV connectors:  $90^{\circ}$
3. Closed cooling system
  - cooling power  $\geq 4$  kW
4. Console-controller
  - RS 232
  - internal precision kV and mA:  $\geq 16$  bit
5. Connecting material and equipment
  - high voltage cable: 10 m
  - communication cable between the console and the HV generator: 15 m
  - distance between HV generator and cooling system: 5 m
  - cooling pipes: 15 m
  - accessories / material for HV connector maintenance
6. Installation and start-up of the X-ray System
  - 2-3 days of technical support at the installation site



- Establishment of a fully operational X-ray system
  - Technical documentation
  - Blueprint for electrical connections for implementation of the INTERLOCK system
7. Price must include: subject of procurement, shipping cost, costs of possible insurance, warranty and assembly and installation of the device.
8. Delivery and installation must be completed until 31 August 2021 at the latest.

**4. BID (PROFORMA INVOICE)****Details about the Bidder:**

Name: ADG SRL  
Address: Via dell'Omo, 121 – 00155 Rome – ITALY  
VAT identification number: 08471381007  
Bank account and the name of the bank: IBAN: IT64H0306905253100000000742  
SWIFT: BCITITMM  
Contact person: Paolo Casareale  
Contact person's E-mail address: [paolo.casareale@adgsrl.com](mailto:paolo.casareale@adgsrl.com)  
Person responsible for signing the contract: Albens Bushati

**JOŽEF STEFAN INSTITUTE**Jamova cesta 39  
1000 Ljubljana**BID**

No. JN36/21

Place: Rome – ITALY

Date: 21/06/2021

On the basis of your public tender we are pleased to submit the following bid:

Type of purchasing: ☐ Service ☐ Material ☒ Equipment ☐ Construction


No.	Description of the goods	Quantity	Price	Discount %	Value
1	SUPPLY AND INSTALLATION OF 320 KV X-RAY SYSTEM FOR REALIZATION OF DOSIMETRIC STANDARDS	1 Set	89.500,00		89.500,00
TOTAL					89.500,00
DISCOUNT					
VALUE without VAT (EUR)					89.500,00

Delivery time (in weeks): 31/08/2021  
Payment terms: 30 days net  
Warranty period (at least 1 year): 24 months  
Validity of the bid: 30.09.2021

**MANDATORY ENCLOSURE:**

Brochures including a complete technical description and specification of the equipment, and the supplier's Offer/Quotation with technical specifications and a list of components included (please, enclose it to the second part of the tender documentation)

The Bidder:



(signature of the representative)

(name and surname)





**FORM 2**

**5. DETAILS ABOUT THE BIDDER**

**Details about the Bidder:**

Name of the Bidder:	ADG SRL
Address of the Bidder:	Via dell'Omo, 121 – 00155 Rome – ITALY
Legal representative of the Bidder:	Albens Bushati
Contact person:	Paolo Casareale
E-mail of the contact person:	<a href="mailto:paolo.casareale@adgsrl.com">paolo.casareale@adgsrl.com</a>
Telephone number:	+390699291628
Fax number:	+390697625787
Website:	<a href="http://www.adgsrl.com">www.adgsrl.com</a>
VAT identification number:	08471381007
Bank account and the name of the bank:	<b>Banca Appoggio: Banca Intesa Sanpaolo</b> ABI 03069 – CAB 05253 – CIN H – C/C 100000000742 IBAN: IT64H0306905253100000000742 SWIFT: BCITITMM
Person responsible for signing the contract:	Albesb Bushati

On the basis of a public tender » **SUPPLY AND INSTALLATION OF 320 KV X-RAY SYSTEM FOR REALIZATION OF DOSIMETRIC STANDARDS** « published on the Public Procurement Portal, on 07 June 2021, under publication number JN003757/2021-W01, we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the Bidders.

The Bidder:

Roma 21/06/2021



Via dell'Omo, 121 - 00155 Roma  
Tel. 06.2280473 - Fax 06.22772100  
[adgsrl@adgsrl.com](mailto:adgsrl@adgsrl.com) [www.adgsrl.com](http://www.adgsrl.com)  
P.I. 08471381007

(place, date)

(stamp)

(signature of the representative)

**The Contracting Authority's note:** Form must be completed and attached to the bid, if you submit bid individually.

**FORM 2.1****GENERAL DATA ABOUT THE BIDDER AND THE CONSORTIUM****Details about the group leader in a joint bid:**

Name of the Bidder:	
Address of the Bidder:	
Legal representative of the Bidder:	
Contact person:	
E-mail of the contact person:	
Telephone number:	
Fax number:	
Website:	
VAT identification number:	
Bank account and the name of the bank:	
Person responsible for signing the contract:	

On the basis of a public tender » **SUPPLY AND INSTALLATION OF 320 KV X-RAY SYSTEM FOR REALIZATION OF DOSIMETRIC STANDARDS** « published on the Public Procurement Portal, on 07 June 2021, under publication number JN003757/2021-W01, we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the Bidders.

Contract partners in a joint bid and description of work:

No.	Name of the partner	Description of the work	Value	Share in %
The group leader in a joint bid				
Contract partner in a joint bid				
Contract partner in a joint bid				
Contract partner in a joint bid				
Contract partner in a joint bid				

The Bidder:

.....  
(place, date)

.....  
(stamp)

.....  
(signature of the representative)

The Contracting Authority's note: Form must be completed and attached to the bid, only if you submit joint bid as a consortium.

**ACTING WITH SUBCONTRACTORS OR WITHOUT SUBCONTRACTORS**

Acting as a Bidder, we are submitting the bid:

☒ a) individually, without Subcontractors☐ b) with the following Subcontractors:

No.	Subcontractors
1.	
2.	
3.	
4.	
5.	

The Bidder shall complete the table »Part of the execution of the contract, which will be performed by a Subcontractor« for each Subcontractor as many times as different parts of the execution of the contract will be taken by each Subcontractor.

Part of the execution of the contract that will be performed by a Subcontractor:

Subcontractor	
Description of work	
Quantity	
Value	
Place	
Time of completion	

Roma 21/06/2021

(place, date)

Via dell'Orto, 121 - 00155 Roma  
Tel. 06.2280473 - Fax 06.22772108  
adgsr@adgsr.com www.adgsr.com  
(stamp) 00471381007

The Bidder:

(signature of the representative)

The Contracting Authority's note: Form must be completed and attached to the bid, regardless the fact whether you submit the bid individually or with a joint bid with Subcontractors



**THE SUBCONTRACTOR'S AUTHORISATION RELATING TO DIRECT PAYMENTS MADE BY THE CONTRACTING AUTHORITY TO THE SUBCONTRACTOR(S) AND CONSENT**

Name of the Subcontractor:	
Address of the Subcontractor:	
Municipality of the Subcontractor:	
Legal representative of the Subcontractor:	
VAT identification number:	

In accordance with paragraph 5 of Article 94 of PPA-3 we declare (tick):

- ☐ YES, we authorise the Contracting Authority to make direct payments;
- ☐ NO, we do not require direct payments by the Contracting Authority

Subcontractors who authorize the Contracting Authority to make direct payments and above tick YES, by signing this statement give consent to the Contracting Authority to pay the Subcontractors' claims against the Bidder.

If the Bidder will carry out the contract with Subcontractors, it must provide a list of all the Subcontractors and the type of work that the Subcontractors will be undertaking, contact information and legal representatives of the Subcontractors and complete a Declaration of compliance with the conditions (FORM 4.1) of Subcontractors in accordance with 79. Article of PPA-3 and accompanied by a request for direct payment of the Subcontractor if requested by the Subcontractor.

for the Economic Operator for each Subcontractor

The Subcontractor:

-----  
(place, date)

(stamp)

-----  
(signature of the representative)

**The Contracting Authority's note:** Form must be completed and attached to the bid, for each Subcontractor.  
The Bidder, who does not act with Subcontractors, does not need to submit this form.



## **6. FORMS FOR ESTABLISHING THE CAPACITIES OF A BIDDER**

- FORM 4.1 – Declaration of compliance with the conditions for the Economic Operator
- FORM 4.2 – Statement from the Bidder allowing personal information to be obtained from official records
- FORM 4.3 – Statement of technical suitability
- FORM 4.4 – List of references
- FORM 4.5 – Statement of the reference client

**DECLARATION OF COMPLIANCE WITH THE CONDITIONS FOR THE ECONOMIC OPERATOR**

(individual Bidder, contract partner in a joint bid, Subcontractor, entity whose capacity the Bidder intends to use)

Name of the Bidder:	ADG SRL
Address of the Bidder:	Via dell'Omo, 121 – 00155
Municipality of the Bidder:	Rome – ITALY
VAT identification number:	08471381007

We make all the statements listed below under criminal and material liability:

1. To our best knowledge the Economic Operator or any individual person, who is a member of its administrative, management or supervisory body of the said Economic Operator, or is authorised to represent it, decide on its behalf or supervise it, has not been issued a final judgement with the elements of the following criminal offences, as indicated in the first paragraph of Article 75 of the Public Procurement Act (the Official Gazette of the Republic of Slovenia, Nos.91/2015 and 14/2018; hereinafter PPA-3) .
2. On the deadline for the submission of bids we are not excluded from the public award procedures due to being included in the record of entities with negative references, as defined in by item a) of the fourth paragraph of Article 75 of the PPA-3.
3. To our best knowledge we meet the obligations related to taxes and other monetary non-fiscal obligations pursuant to the law regulating of the financial administration, collected by the tax authority in line with the provisions of the country in which we have our registered office or in Member State of the Contracting Authority and we have no outstanding liabilities as at the day of submitting the bid worth EUR 50 or more. As at the day of submitting the bid, we have obtained all accounts of tax deductions for the incomes arising from employment relationships for the period of the last five years.
4. In the last three years prior to the expiry of the deadline for submitting the bids, we have not been fined twice for an offence related to the 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 with a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country.

and are giving the following

**CONSENT**

The undersigned agrees that the Jožef Stefan Institute may, as part of the awarding procedure, obtain the data from the official records needed for checking the fulfilment of the requirements from the tender documentation relating to the » **SUPPLY AND INSTALLATION OF 320 KV X-RAY SYSTEM FOR REALIZATION OF DOSIMETRIC STANDARDS** «.

The Bidder:

  
  
Via dell'Omo, 121 – 00155 Roma  
Tel 06.2280473 - Fax 06.22772105  
adgsrl@adgsrl.com www.a.igul.com (signature of the representative)  
P.I. 08471381007

BORIS 21/06/2021  
(place, date)



## STATEMENT FROM THE BIDDER ALLOWING PERSONAL INFORMATION TO BE OBTAINED FROM OFFICIAL RECORDS

Name of the Bidder:	ADG SRL
Address of the Bidder:	Via dell'Omo, 121 – 00155
Municipality of the Bidder:	Rome – ITALY
VAT identification number:	08471381007

We hereby authorise the **JOŽEF STEFAN INSTITUTE**, Jamova cesta 39, 1000 Ljubljana to obtain a statement from the Ministry of Justice relating to the criminal-record data on natural persons for the purpose of checking the fulfilment of the requirements of the public tender for the » **SUPPLY AND INSTALLATION OF 320 KV X-RAY SYSTEM FOR REALIZATION OF DOSIMETRIC STANDARDS** «, published on the Public Procurement Portal, on 07 June 2021, under publication number JN003757/2021-W01, for all natural persons, authorized as legal representatives:

a)

Name and surname:	Albens Bushati
Date of birth:	21/05/2021
Place of birth:	Albania
Municipality of birth:	Tirana
Country of birth:	Albania
Permanent/temporary address:	Via Camillo Prampolini, 20 Rome – ITALY
Signature	

b)

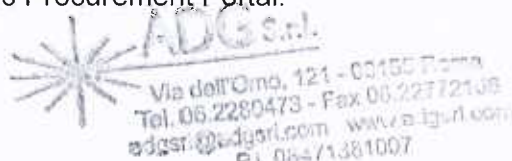
Name and surname:	Paolo Casareale
Date of birth:	23/12/1970
Place of birth:	Italy
Municipality of birth:	Rome
Country of birth:	Italy
Permanent/temporary address:	Via Giovanni Sinchetto, 64 Rome – ITALY
Signature	

Under criminal and material accountability, we declare that the above information is true and correct. If the Contracting Authority has reasonable suspicion, that the Bidder, irrespectively of the classification of its bid, submitted false declarations or documents, the Contracting Authority will submit to the National Review Commission a proposal for infringement proceedings from 112 Article of the PPA-3

This statement is an integral part of, and an annex to, the Bidder's application relating to the public tender published on the Public Procurement Portal.

Roma, 21/06/2021

(place, date)



(stamp)

The Bidder:

(signature of the representative)



## STATEMENT OF TECHNICAL SUITABILITY

We hereby declare that we can provide the equipment with the required technical suitability in line with all the technical requirements included in the tender documentation.

Offered system fulfils the following **TECHNICAL SPECIFICATIONS**:

1. High voltage (HV) generator:
  - voltage range: from  $\leq 15$  kV to  $\geq 320$  kV
  - setting step:  $\leq 0.1$  kV
  - voltage accuracy:  $\leq 1\%$
  - repeatability of voltage setting:  $\leq 0.01\%$
  - voltage stability:  $\leq 0.1\%$  / 8h
  - temperature voltage stability:  $\leq 50$  ppm / ° C
  - AC high voltage part:  $\leq 10$  V / mA
  
  - current range: from 0 to  $\geq 20$  mA
  - current setting step:  $\leq 0.01$  mA
  - current accuracy:  $\leq 0.2\%$
  - repeatability of current setting:  $\leq 0.002$  mA
  - current stability:  $\leq 0.1\%$  / 8 h
  - temperature current stability:  $\leq 50$  ppm / ° C
  
  - generator power:  $\geq 4$  kW
  - high voltage cable: 10 m
2. X-ray tube
  - anode material: W
  - nominal voltage:  $\geq 320$  kV
  - constant power:  $\geq 3$  kW
  - target angle:  $15^\circ - 25^\circ$
  - radiation coverage:  $30^\circ - 50^\circ$
  - angle btw. X-ray radiation and HV connectors:  $90^\circ$
3. Closed cooling system
  - cooling power  $\geq 4$  kW
4. Console-controller
  - RS 232
  - internal precision kV and mA:  $\geq 16$  bit
5. Connecting material and equipment
  - high voltage cable: 10 m
  - communication cable between the console and the HV generator: 15 m
  - distance between HV generator and cooling system: 5 m
  - cooling pipes: 15 m
  - accessories / material for HV connector maintenance
6. Installation and start-up of the X-ray System
  - 2-3 days of technical support at the installation site
  - Establishment of a fully operational X-ray system
  - Technical documentation



- Blueprint for electrical connections for implementation of the INTERLOCK system
- 7. Price includes: subject of procurement, shipping cost, costs of possible insurance, warranty and assembly and installation of the device.
- 8. Delivery and installation will be completed before 31. August 2021.

This statement is an integral part of, and an annex to, the application to the public tender for the supply of »**SUPPLY AND INSTALLATION OF 320 KV X-RAY SYSTEM FOR REALIZATION OF DOSIMETRIC STANDARDS**«.

The Bidder:

Roma, 21/06/2021

(place, date)



Via dell'Orto, 121 - 00100 Roma  
Tel. 06.2280473 - Fax 06.22772109  
adgsr@adgsr.com - www.adgsr.com  
P.I. 08471381007

(stamp)

(signature of the representative)



## LIST OF REFERENCES

Acting as a bidder, we hereby declare that, for the past 3 years (2018, 2019, 2020), we have sold the following similar X-ray systems for realization of dosimetric standards:

Client, the client's contact person responsible for additional information, the relevant e-mail contact and phone number	Subject of the contract	Value of the goods (in <b>euros</b> without VAT)	Year (date of signing of the contract)
ANSALDO ENERGIA SPA Via Nicola Lorenzi, 8 16100 Genova – Italy	Supply X-Ray System	180.000,00	2019

\*a minimum of 1 reference

\*Appendix: Confirmation of the above references with FORM 4.5 – Statement of the Reference Client

This statement is an integral part of, and an annex to, the application to the public tender for the »SUPPLY AND INSTALLATION OF 320 KV X-RAY SYSTEM FOR REALIZATION OF DOSIMETRIC STANDARDS«.

Roma, 21/06/2021

(place, date)



ADG s.r.l.  
Via dell'Orto, 121 - 00155 Roma  
Tel. 06.2260473 - Fax 06.22772100  
edgstr@adgarl.com www.adgarl.com  
P.I. 08471381007

(stamp)

The bidder:

(signature of the representative)



## STATEMENT OF THE REFERENCE CLIENT

### Details about the reference client (confirming the reference):

Name:	ANSALDO ENERGIA SPA
Address:	Via Nicola Lorenzini, 8
Postcode and place:	16100 Genova (GE) ITALY

### Details about the bidder (requesting a reference):

Name:	ADG SRL
Address:	Via dell'Omo, 121
Postcode and place:	00155 Rome – ITALY

Under criminal and material accountability, we hereby state that the bidder, requesting to obtain a reference, efficiently, with respect to quality and amount, supplied us with the following goods: iVario System IXRS450, on the basis of the contract/purchase order no. 4500243952 made with us as a client or as of 30/01/2019

If the Jožef Stefan Institute, the contracting authority, wishes to verify our statement, they may do so by contacting Mr. Simone Ricci at the telephone number +390106551 and/or e-mail address [simone.ricci@ansaldoenergia.com](mailto:simone.ricci@ansaldoenergia.com)

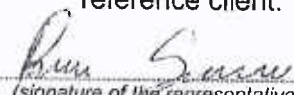
Genoa 21-06-2021

(place, date)

Ricci Simone  
Lev.3 VT-PT-MT-RT-UT  
UNI EN ISO 9712

(stamp)

Name and surname of the  
responsible person of the  
reference client:

  
(signature of the representative of the  
reference client)

**INSTRUCTION:** The form may be photocopied for the necessary number of statements.



## **7. SAMPLE CONTRACT**

**JOŽEF STEFAN INSTITUTE,**

Jamova cesta 39,

1000 Ljubljana,

Slovenia

VAT-ID: SI55560822

represented by the director, prof. dr. Boštjan Zalar, henceforth referred to as "the Client",

and

**ADG SRL**

Via dell'Omi, 121

00155 Rome – Italy

VAT-ID: 08471381007

represented by the director Albens Bushati (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 as 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 on 07 June 2021, under the reference number JN003757/2021-W01.

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 AND INSTALLATION OF 320 KV X-RAY SYSTEM FOR REALIZATION OF DOSIMETRIC STANDARDS**

specified, in detail, in the Quotation/pro-forma invoice with the ref. number 21/295-as of ..... that is an integral part of this contract.

### **Article 2**

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

The value of the above equipment is € 89.500,00. 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 10 weeks after the date of the contract.

The Supplier shall provide, transportation including transport insurance of the equipment to the Client's address. The costs for transportation including insurance is included in the price as set out in article 2 of this agreement. 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 equipment has been correctly delivered.

The Supplier will engage a transport company to send the equipment to the Client. 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, at any time, the Subcontractor employees performing work. All employees are required to give credible information.

## Article 4 PAYMENT TERMS

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 the proper delivery of the 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
- Handover note – final acceptance certificate
- Warranty certificate

The documentation must 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 or factory refurbished 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., 2 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 five working day after the receipt of a notification. If a repair



service is needed, the Supplier shall provide it typically within 45 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

### 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 9

### EARLY TERMINATION OF THE CONTRACT

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

- is in substantial breach of any essential obligation of this contract
- increases the prices during the validity of the contract,
- in other cases and in the extent specified in this contract.

However, the Client is only entitled to withdraw from the contract if (1) it provides Supplier with a written notice of default granting Supplier thirty (30) days to remedy its defaults and if (2) Supplier does not remedy the default within such period.

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



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

Article 10

**TERMS FOR TERMINATION OF THE CONTRACT**

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 a competent court has established with a final decision that the Supplier or its Subcontractor has infringed applicable obligations in the area of mandatory environmental, social and labour law, or
  - if the Contracting Authority is informed that the competent state authority established that the Supplier or its Subcontractor has at the time of the contract infringed at least two infringement in relation to:
    - o payment for work,
    - o working hours,
    - o on 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 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 6 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 PPA-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 the 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 30<sup>th</sup> day after the acquaintance with the infringement.

Article 11

**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.

CLIENT:  
Jožef Stefan Institute

SUPPLIER:



# Institut "Jožef Stefan", Ljubljana, Slovenija

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



Director:

Director:

Prof. Dr. Boštjan Zalar

Date:

Date:

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

Roma, 21/06/2021

(place, date)



ADG srl  
Via dell'Omo, 121 - 00155 Roma  
Tel. 06.2280473 - Fax 06.22772135  
adgsrl@adgsrl.com (stamp) www.adgsrl.com  
P.I. 08471381007

The Bidder:

(signature of the representative)



## APPENDIX 1: Acceptance certificate for

### »SUPPLY AND INSTALLATION OF 320 KV X-RAY SYSTEM FOR REALIZATION OF DOSIMETRIC STANDARDS«

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
VAT identification number: \_\_\_\_\_  
Contact person's: \_\_\_\_\_  
Contact person's E-mail address: \_\_\_\_\_  
Person responsible for signing the contract: \_\_\_\_\_  
Contract No.: \_\_\_\_\_

Following Delivery note No. \_\_\_\_\_ of \_\_\_\_\_ herewith we issue :

## FINAL ACCEPTANCE CERTIFICATE

\* No. \_\_\_\_\_  
place: \_\_\_\_\_  
date: \_\_\_\_\_

Type of purchasing: ☐ Service ☐ Material ☒ Equipment ☐ Construction

Delivery method: ☒ Supplier ☐ JSI arrangement: ☐ Other: \_\_\_\_\_

No.	Findings
1	All the ordered parts or services have been delivered.
2	The quality of the supplied parts or services complies with all the terms of the purchase agreement.
3	The required quantity of individual components or services has been supplied.
4	All the required or necessary documentation is included.
5	All the manuals including the instruction for use are included.
6	All the other required acceptance tests have been carried out (QA)

YES	NO

**According to the above findings, we confirm acceptance**

Additional comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supplier shall receive a copy of the signed final acceptance certificate.

The Supplier:

Institut "Jožef Stefan"

\_\_\_\_\_  
(name and surname of the supplier's representative)

\_\_\_\_\_  
(name and surname of the responsible for the equipment)



## APPENDIX 2: A STATEMENT WITH DETAILS ABOUT THE NATURAL AND LEGAL ENTITIES OWNED BY THE BIDDER, including the silent partners and business entities that are considered to be associated with the Bidder in line with the provisions of the law governing companies

### Details about the Contracting Authority/the tender

The Contracting Authority	<b>JOŽEF STEFAN INSTITUTE</b> Jamova cesta 39, 1000 Ljubljana, Slovenia
The code of the tender	<b>JN003757/2021-W01</b>
Subject of the tender	<b>SUPPLY AND INSTALLATION OF 320 KV X-RAY SYSTEM FOR REALIZATION OF DOSIMETRIC STANDARDS</b>

### Details about the Bidder

Name of the Bidder:	<b>ADG SRL</b>
VAT identification number:	<b>08471381007</b>
Legal representative of the Bidder:	<b>Albens Bushati</b>

For the purpose of the 6th paragraph of Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11—official consolidated version and 158/20), to ensure the transparency of the business and to mitigate corruption risks when concluding legal transactions in the capacity of the Bidder's representative in the process of awarding public contract, I hereby confirm

1.1. that are in the bidder's ownership participated following natural persons, including dormant partners:

No.	Name and surname	Permanent address	Share of ownership in %
1	Albens Bushati	Via Camillo Prampolini, 20 Rome – Italy	40%
2	Paolo Casareale	Via Giovanni Sinchetto, 64 Rome – Italy	40%
3	Roberto Uneddu	Piazza della Radio, 12 Rome – Italy	20%
...			

1.2. that are in the bidder's ownership participated following legal persons, including dormant partners:

No.	Name and registered office of the legal person	VAT identification number	Share of ownership in %
1			
2			
3			
...			

the legal person being owned by the following natural persons:

No.	Name and surname	Permanent address	Share of ownership in %
1			
2			
3			
...			



1.3. that are in according of the Companies Act associated companies with the Bidder following economic operators:

No.	Name and registered office of the economic operator	VAT identification number
1		
2		
3		
...		

is in mutual relationship with the following legal person:

No.	Name and registered office of the legal person	Vat identification number	Associated as follows
1			
2			
3			
...			

I hereby declare that, in the capacity of a natural person - participant in the Bidder's ownership, I stated:

- any natural person who owns through direct or indirect ownership at least 5% of shares or participates in the management rights, management or capital of the legal person with more than a 5% share or has the controlling position in the management of the legal person's funds;
- any natural person who indirectly provides or is providing funds to a legal person and is on such grounds given the possibility of exercising control, guiding or otherwise substantially influencing the decisions of the management or other administrative body of the legal person concerning financing and business operations.

By signing this statement, I hereby guarantee that there are no other natural or legal persons, dormant partners and companies, considered to be related companies pursuant to the provisions of the law regulating companies, in the entire ownership structure.

My signature on this statement warrants that the data provided are true and accurate and I am aware that the contract/the tender/the framework agreement shall be considered null and void, should my statement be false or data untrue. I undertake to inform the Contracting Authority of any changes to the data submitted.

Roma, 21/06/2021

(place, date)



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(stamp)

Name and surname of the legal representative:

(signature of the legal representative)