



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

FOR

**»MAINTENANCE OF A SINGLE-CRYSTAL X-RAY
DIFFRACTOMETER THE GEMINI A PLUS«**

Internal reference number of the public tender: JN36/2019

Ljubljana, November 2019



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1. INVITATION TO TENDER

The contracting authority **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.

Subject of the contract is a »**MAINTENANCE OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER THE GEMINI A PLUS**«.

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, November 2019



2. INSTRUCTIONS FOR THE BIDDERS

2.1 THE CONTRACTING AUTHORITY

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.: **JN36/2019**

Subject: » **MAINTENANCE OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER THE GEMINI A PLUS** «

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 five 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 should submit their bids in Slovene or English.

2.7. PREPARATION OF THE BIDS

To prepare their bids, the bidders should give all the details required with the attached specification. The bids must be valid until 29 February 2020.

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 should 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) and the first point requirement 2.12.1. PROFESSIONAL CAPACITY OF THE BIDDER the compliance with the other contracting authority's 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 could 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 subcontractors (**each subcontractor should 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 ESPD forms for each subcontractor,
- complete FORM 3.1 – The subcontractor's authorisation to direct payments, if subcontractor required.

The main contractor will be required during the realization of the public tender to inform about any changes to 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 five 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 from 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 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 the 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 or situation attaches an invoice or situation of a subcontractor, which was previously approved.



If 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 or situation the main contractor sends a written statement and a written statement from the subcontractor that the subcontractor has received payment for 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 to the National Review Commission submit a proposal on the introduction of the offence's procedure from 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 authorisation to 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 which is submitted by a tenderer in respect of 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, regarding which there is no evidence of collusion or corruption, which has not been found by the contracting authority to be abnormally low, and whose price does not exceed the contracting authority's budget.

Tender documentation consists 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
- forms for establishing the capacities of a bidder – **FORMS 4.1 to 4.4** together with the attached proofs of fulfilling the conditions
- the completed, signed and stamped sample contract initialled on each page – **FORM 5**

Only when acting as consortium and/or with subcontractors the bidder has to 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 bidders)
- **FORM 3** – Acting with subcontractors
- **FORM 3.1** – The subcontractor's authorisation to direct payments made by the contracting authority to the subcontractor(s) and consent
- forms for establishing the capacities of a bidder – **FORMS 4.1 to 4.4** together with the attached proofs of fulfilling the conditions
- **FORM 5** – the completed, signed and stamped sample contract initialled on each page

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>The proof: FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in a procedure (also for potential Subcontractors and/or partners from a joint bid)</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). 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>The proof: FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure (also for potential Subcontractors and/or partners from a joint bid)</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>The proof: FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure (also for potential Subcontractors and/or partners from a joint bid)</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>The proof: FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure (also for potential Subcontractors and/or partners from a joint bid)</p>

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. PROFESSIONAL CAPACITY OF THE BIDDER

1.	<p>The bidder is for the occupation that it takes in the tender registered in one of the professional or trade registers, that are kept in the Member State in which the economic operator is established. The list of professional or business registers in the Member States of the European Union is published in Annex XI of Directive 2014/24 / EU.</p> <p>The proof: FORM 4.3 – Completed Declaration of compliance with the conditions for the pursuit of a professional activity</p> <p>The Contracting authority reserves the right to verify the existence and content of the tender in case of doubt about the validity of the tenderer's statements. For this purpose, the declaration must contain all the necessary information in order for the Contracting authority to verify compliance with the condition in question in the official records. In the event that such a verification is not possible, the Contracting authority shall require the economic operator to submit a copy of the entry in one of the professional or business registers.</p>
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2.12.2. TECHNICAL CAPACITY OF THE BIDDER

1.	<p>the bidder has a certified competent personnel and equipment for the servicing and maintenance of the single-crystal x-ray diffractometer Gemini A plus.</p> <p>The proof: FORM 4.4 – Completed Statement regarding personnel</p>
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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 he has decided to award the contract. The Contracting Authority will perform 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.

2.16 QUERIES RELATING TO THE TENDER DOCUMENTATION

Communication with the bidders concerning the 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.

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 **16:00** on 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 – uradno prečiščeno besedilo, 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 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: [\(we will inform you about exact link when the tender will be published\)](#)

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 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 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 29 February 2020.
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

In line with the 6th paragraph of Article 14 of the Integrity and Prevention of Corruption Act (the Official Gazette of the Republic of Slovenia, Nos. 45/10, 26/11 and 43/11; ZIntPK), 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.

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 like.



2.23 LEGAL INSTRUCTION:

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 pending procedure or correction if this is a notice to amend or supplement requirements or criteria of 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 ten working days. In this case, a review claim may be filed within ten 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 review claim shall be filed in writing directly to INSTITUT »JOŽEF STEFAN«, Jamova cesta 39, 1000 Ljubljana or sent by post as registered mail with an acknowledgement of receipt.

Ljubljana, November 2019

Institut »Jožef Stefan«
Ljubljana



3. TECHNICAL REQUIREMENTS:

The subject of public tender is maintenance of of a single-crystal X-ray diffractometer Gemini A Plus, produced by Rigaku

MAINTENANCE REQUIREMENTS:

- Extension of the maintenance contract for the period of 3 years
- Emergency service visits as deemed necessary
- Once every year up to one preventive maintenance service visit at Client's premises (by technical service) including:
 - Check, full labour and parts coverage for the source (except X-Ray tubes)
 - Check, full labour and parts coverage for the CCD detector
 - Check, full labour and parts coverage for the goniometer
 - Check, full labour and parts coverage for the system electronics
 - Check, full labour and parts coverage for all other Rigaku Oxford diffraction manufactured chiller units and components

OTHER REQUIREMENTS:

- The price should include all labour time, travel time and living expenses for emergency or planned on-site repair
- The price should include also delivery and replacement costs of above parts and materials the Client's premises
- Service response time must within one working days after notification of an incident or any other request via telephone, email and remote support



5. BID (PROFORMA INVOICE)

Details about the bidder:

Name: Rigaku Europe SE
 Address: Hugentottenallee 167, 63263 Neu Isenburg, Germany
 VAT identification number: DE272109612
 Bank account and the name of the bank: MUFG Bank (Europe) N.V. -
 Contact person: Mr Samuel Trick
 Contact person's E-mail address: sam.trick@rigaku.com
 Person responsible for signing the contract: Mr Richard Horton – Service Manager (SMX)

JOŽEF STEFAN INSTITUTE

Jamova cesta 39
 1000 Ljubljana

BID No. JN008532/2019-W01
 Place: Neu-Isenburg
 Date: 10/12/2019

On the basis of the invitation to tender No. **12835/2019** we are pleased to submit the following bid:

Type of purchasing: Service Material Equipment Construction

No.	Description of the goods	Quantity	Price	Value
1	MAINTENANCE OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER THE GEMINI A PLUS	3 years	37,168.56 EUR	

TOTAL	39,124.80 EUR
DISCOUNT	(1,956.24 EUR)
VALUE without VAT (EUR)	37,168.56 EUR

Payment terms: 100% payable - net 30 days from invoice
 Validity of the bid: 29 February 2020

The bidder:

Richard Horton – Service Manager
 (SMX)

(signature of the representative)

(name and surname)



4. DETAILS ABOUT THE BIDDER

Details about the bidder:

Name of the bidder:	Rigaku Europe SE
Address of the bidder:	Hugenottenallee 167, 63263 Neu Isenburg, Germany
Legal representative of the bidder:	Managing Director: Dr. Michael Hippler
Contact person:	Mr Samuel Trick
E-mail of the contact person:	sam.trick@rigaku.com
Telephone number:	+49 6102/ 77999 51
Fax number:	+49 6102/ 77999 99
Website:	www.Rigaku.com
VAT identification number:	DE272109612
Bank account and the name of the bank:	MUFG Bank (Europe) N.V. - IBAN: DE40 3001 0700 0000 2206 68 BIC: BOTKDEDX
Person responsible for signing the contract:	Mr Richard Horton – Service Manager (SMX)

On the basis of a public tender »**MAINTENANCE OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER THE GEMINI A PLUS**« published on the Public Procurement Portal, on 9,12, under publication number JN008532/2019-W01 we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the bidders.

Neu-Isenburg, 09/12/2019

.....
(place, date)

(stamp)

The bidder:

.....
(signature of the representative)

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

GENERAL DATA ABOUT THE BIDDER AND THE CONSORTIUM

Details about the group leader in a joint bid:

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

On the basis of a public tender » **MAINTENANCE OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER THE GEMINI A PLUS** « published on the Public Procurement Portal, on 9,12 under publication number JN008532/2019-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 consortium.

ACTING WITH 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	N/A
Description of work	N/A
Quantity	N/A
Value	N/A
Place	N/A
Time of completion	N/A

Neu-Isenburg, 09/12/2019

.....
(place, date)

(stamp)

The bidder:


.....
(signature of the representative)

The contracting authority's note: Form must be completed and attached to the bid, regardless the fact if you submit bid individually or with a joint bid with subcontractors



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

Name of the subcontractor:	N/A
Address of the subcontractor:	N/A
Municipality of the subcontractor:	N/A
Legal representative of the subcontractor:	N/A
VAT identification number:	N/A

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 the list of all subcontractors and type of work that the subcontractors will be undertaking, contact information and legal representatives of 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.

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 of the bidder for obtaining personal information from Official records
- FORM 4.3 – Declaration of compliance with the conditions for the pursuit of a professional activity
- FORM 4.4 – Statement regarding personnel

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:	Rigaku Europe SE
Address of the bidder:	Hugenottenallee 167, 63263 Neu Isenburg, Germany
Municipality of the bidder:	Neu-Isenburg
VAT identification number:	DE272109612

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

1. 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; hereinafter PPA-3)
2. 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.
3. 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 Article 110 of the PPA-3.
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 »**MAINTENANCE OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER THE GEMINI A PLUS**«.

Neu-Isenburg, 09/12/2019

.....
(place, date)

.....
(stamp)

The bidder:


.....
(signature of the representative)

**STATEMENT OF THE BIDDER FOR OBTAINING
PERSONAL INFORMATION FROM OFFICIAL RECORDS**

Name of the bidder:	Rigaku Europe SE
Address of the bidder:	Hugenottenallee 167, 63263 Neu-Isenburg, Germany
Municipality of the bidder:	Neu-Isenburg
VAT identification number:	DE272109612

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 »**MAINTENANCE OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER THE GEMINI A PLUS**«, published on the Public Procurement Portal, on 9,12 under publication number JN008532/2019-W01 for all natural persons, authorized as legal representatives:

a)

Name and surname:	Richard Horton
Date of birth:	30th November 1980
Place of birth:	Oxford,
Municipality of birth:	South Oxfordshire District Council
Country of birth:	United Kingdom
Permanent/temporary address:	26 Ash Close, Watlington, OX49 5LW
Signature	

b)

Name and surname:	
Date of birth:	
Place of birth:	
Municipality of birth:	
Country of birth:	
Permanent/temporary address:	
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.

The bidder:

Neu-Isenburg, 09/12/2019

(place, date)

(stamp)

(signature of the representative)



DECLARATION OF COMPLIANCE WITH THE CONDITIONS FOR THE PURSUIT OF A PROFESSIONAL ACTIVITY

Name of the bidder:	Rigaku Europe SE
Address of the bidder:	Hugenottenallee 167, 63263 Neu Isenburg, Germany
Municipality of the bidder:	Neu-Isenburg
VAT identification number:	DE272109612

The bidder is for the occupation that it takes in the tender registered in one of the professional or trade registers, that are kept in the Member State in which the economic operator is established.

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

- we are registered in one of the professional or trade registers (*tick with X and complete*):
 the professional registers (register name:)
 the trade registers (register name:),

that are kept in the Member State in which we are established.

- we have a valid registration and all the necessary licences issued by the competent authorities for performing the activity that is the subject matter hereof **service support of diffractometer** OR we are member of the organisation: .

Neu-Isenburg, 09/12/2019

.....
(place, date)

(stamp)

The bidder:

.....
(signature of the representative)

STATEMENT REGARDING PERSONNEL

LIST OF SERVICE ENGINEERS AND THE STATEMENT OF THE CONTRACTOR ABOUT THEIR AVAILABILITY:

No.	Name and surname of qualified service provider
1.	Keith Fallon-Norris
2.	Andrzej Kowalski
3.	Wojciech Zawada
4.	Michael Chatterton

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

- We have a written agreement with all the above-mentioned qualified service engineers – a contract of employment or another contract that guarantees their availability.
- We have a certified competent personnel and equipment for the servicing and maintenance of the Gemini A Plus System.
- We ensure the availability of the aforementioned qualified service engineers throughout the entire duration of the public procurement in question. Above mentioned service engineers will be responsible for carrying out the services. Any involvement of other service engineers in the work will be carried out only after prior approval of the Client. We will also inform the Client about possible replacement of qualified service engineers – carriers and contractors for the duration of the contract, and for new service engineers we will provide proof of competence (appropriate certificates or certificates from the manufacturer). Replacement of qualified service engineers will be carried out after receiving the written consent of the client.
- We enable technical assistance and service response time within two working days after notification of a malfunction

This statement is an integral part of, and an annex to, the application to the public tender for the supply of »**MAINTENANCE OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER THE GEMINI A PLUS**«.

ENCLOSURES:

Relevant certificates of the producer for above listed service providers.

Neu-Isenburg, 09/12/2019

(place, date)

(stamp)

The bidder:



(signature of the representative)

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

RIGAKU EUROPE SE

Hugenottenallee 167,
63263 Neu Isenburg,
Germany

VAT-ID: DE272109612

represented by the director Dr. Michael Hippler (henceforth referred to as "the Contractor")

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 service requirement expressed in the public tender published on the Public Procurement Portal of the Republic of Slovenia under the reference number JN008532/2019-W01.

With this contract the Client and the Contractor agree on their mutual rights and obligations, necessary to provide consistent service support and

MAINTENANCE OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER THE GEMINI A PLUS

specified, in detail, in the Quotation/pro-forma invoice with the ref. number ST-SERCON-RODIJS-19 as of 10th December 2019 that is an integral part of this contract.

Article 2

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.

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.



Article 3

**SERVICE AND MAINTENANCE SCOPE OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER
GEMINI A PLUS**

During the period of validity of the contract the Contractor will three general maintenance checks (once every year) at the Client's premises (by technical service) including:

- Check, full labour and parts coverage for the source (except X-Ray tubes)
- Check, full labour and parts coverage for the CCD detector
- Check, full labour and parts coverage for the goniometer
- Check, full labour and parts coverage for the system electronics
- Check, full labour and parts coverage for all other Rigaku Oxford diffraction manufactured chiller units and components

Maintenance covers also:

- Emergency service visits as deemed necessary in case of failure of the equipment

OTHER REQUIREMENTS:

- The price should include all labour time, travel time and living expenses for emergency or planned on-site repair
- The price should include also delivery and replacement costs of above parts and materials the Client's premises
- Service response time must within one working days after notification of an incident or any other request via telephone, email and remote support

Article 4

VALUE OF THE CONTRACT

The value of the above specified maintenance for three years is 37,168.56 EUR . The price does not include the VAT.

Article 5

PAYMENT TERMS

The Client is obliged to pay his contract obligations within 30 days of the correct issuing of the invoice.

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

- 34% payment for the first year
- 33% payment for the second year
- 33% payment for the third year

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



Article 6

GENERAL RESPONSIBILITIES AND REQUIREMENTS

The Client's responsibilities and requirements in support of this Contract include:

- Reasonable availability of the Client's representative(s) when resolving a service related incident or request
- Client shall give written notice of a problem as soon as they occur, accompanied with detailed description of the problem, how it has been identified and all information further for possible detection and reproduction of the problem.

The Contractor's responsibilities and requirements in support of this Contract include:

- Meeting responsible times associated with service related incidents
- Appropriate notification to the Client for all scheduled maintenances

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

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

The Contractor commits to have reasonable and limited stock of spare parts and components in case of any problem or for any maintenance or repair issue. Repair times in case of failure should be under 30 working days, provided, that the faulty components are in stock. In case the Contractor is out of stock of one or more required parts, the repair time shall be extended according to the deliver times of the parts in question, without incurring in a penalty for the Contractor.

Article 7

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 8



EARLY TERMINATION OF THE CONTRACT

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

- does not comply with all the requirements of the Client,
- increases the prices during the validity of the contract,
- does not carry out the subject of the contract with the agreed quality or within the agreed deadlines,
- does not fulfil all of its obligations under 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 cancellation.

Article 9

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 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:
 - payment for work,
 - working hours,
 - on rest,
 - 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 30th day after the acquaintance with the infringement.



Article 10
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
Director:

SUPPLIER
Director:

Prof. Dr. Jadran Lenarčič

Dr. Michael Hippler

Date:

Date: 9th December 2019

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

Neu-Isenburg, 09/12/2019

.....
(place, date)

(stamp)

The bidder:

.....
(signature of the representative)