



UHV Design Ltd, Judges House, Lewes Road, Laughton, East Sussex, England, BN8 6BN
T +44 (0)1323 811188 F +44 (0)1323 811999 E sales@uhvdesign.com W www.uhvdesign.com

4. BID (PROFORMA INVOICE)

Details about the Bidder:

Name: UHV Design Ltd
Address: Judges House, Laughton, Sussex, BN8 6BN, UK
VAT identification number: GB 801 245 377
Bank account and the name of the bank: Bank of Scotland, Account No. 06025025
Contact person: Alex Thompson
Contact person's E-mail address: a.thompson@uhvdesign.com
Person responsible for signing the contract: Trevor Nicholls

JOŽEF STEFAN INSTITUTE
Jamova cesta 39
1000 Ljubljana

BID No. JN14/2020
Place: Laughton
Date: 28/04/20

On the basis of the invitation to tender No. **03158/2020** 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	HEATING STAGE WITH ROTATION AND LINEAR TRANSFER FOR HIGH VACUUM	1 Set	€59,732.00	10%	€53,759.00
TOTAL					€53,759.00
DISCOUNT					10% applied
VALUE without VAT (EUR)					€53,759.00

Delivery time (in weeks): Delivery in approximately 17-22 weeks from receipt of an order
Payment terms (30 days after issuing the Invoice): 30 days is acceptable.
Delivery term: CIP Ljubljana (price includes delivery to the client's address)
Warranty period (at least 12 months): 12 months.
Validity of the bid: 31 July 2020

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)

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FORM 2

5. DETAILS ABOUT THE BIDDER

Details about the Bidder:

Name of the Bidder:	UHV Design Ltd
Address of the Bidder:	Judges House, Laughton, Sussex, BN8 6BN, UK
Legal representative of the Bidder:	Trevor Nicholls
Contact person:	Alex Thompson
E-mail of the contact person:	a.thompson@uhvdesign.com
Telephone number:	+44 (0) 1323 811188
Fax number:	+44 (0) 1323 811999
Website:	www.uhvdesign.com
VAT identification number:	GB 801 245 377
Bank account and the name of the bank:	Bank of Scotland, Account No. 06025025
Person responsible for signing the contract:	Trevor Nicholls

On the basis of a public tender » **HEATING STAGE WITH ROTATION AND LINEAR TRANSFER FOR HIGH VACUUM**« published on the Public Procurement Portal, on 14 April 2020 under publication number JN002356/2020-W01 we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the Bidders.

The Bidder:

Laughton, UK – 04/05/2020

(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.

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FORM 3

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	

The Bidder:

Laughton, UK – 04/05/2020

(place, date)

(stamp)

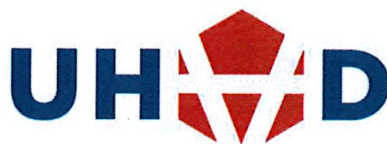
(signature of the representative)

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

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FORM 4.1

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:	UHV Design Ltd
Address of the Bidder:	Judges House, Laughton, Sussex, BN8 6BN, UK
Municipality of the Bidder:	England
VAT identification number:	GB 801 245 377

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 »HEATING STAGE WITH ROTATION AND LINEAR TRANSFER FOR HIGH VACUUM«.

The Bidder:

Laughton, UK – 04/05/2020

(place, date)

(stamp)

(signature of the representative)

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FORM 4.2

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

Name of the Bidder:	UHV Design Ltd
Address of the Bidder:	Judges House, Laughton, Sussex, BN8 6BN, UK
Municipality of the Bidder:	England
VAT identification number:	GB 801 245 377

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 »HEATING STAGE WITH ROTATION AND LINEAR TRANSFER FOR HIGH VACUUM«, published on the Public Procurement Portal, on 14 April 2020 under publication number JN002356/2020-W01 for all natural persons, authorized as legal representatives:

a)

Name and surname:	Trevor Nicholls
Date of birth:	25th August 1965
Place of birth:	Redhill
Municipality of birth:	Surrey
Country of birth:	UK
Permanent address:	10 Grage Park, Ferring, W. Sussex
Signature	

b)

Name and surname:	Jonty Eyres
Date of birth:	22nd August 1972
Place of birth:	Eastborne
Municipality of birth:	East Sussex
Country of birth:	UK
Permanent/temporary address:	5 Westfield Close, Leeds Lane, Five ashes, E. Sussex
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

Laughton, UK – 04/05/2020

(place, date)

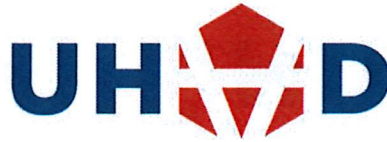
(stamp)

(signature of the representative)

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FORM 4.3

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

Name of the Bidder:	UHV Design Ltd
Address of the Bidder:	Judges House, Laughton, Sussex, BN8 6BN, UK
Municipality of the Bidder:	England
VAT identification number:	GB 801 245 377

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: **4133945**)
☐ 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 OR we are member of the organisation:

The Bidder:

Laughton, UK – 04/05/2020

(place, date)

(stamp)

(signature of the representative)

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FORM 4.4

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.

Our plasma system enables the following **TECHNICAL SPECIFICATIONS**:

Heating stage with in-line design:

- Standard minimum 240 mm insertion length on mounting flange to centre of substrate
- Stage orientation - vertical – substrate facing up
- Mounting stage should be mounted to vacuum system with flange standard CF250/12" OD
- Substrate size 100mm
- Substrate will be rounded bare wafer, metal foils (Ni, Cu, Zn), or glass
- Substrate should support DC/RF biasing option, DC/RF bias connection is via HN 50-Ohm co-axial feedthrough
- Substrate rotation (stepper motor or similar)
- Substrate rotation 20rpm or similar (+/- 20%)
- Linear cradle lift/lower to aid sample transfer – manual hand wheel (min 150mm)
- Linear transfer to adjust deposition height 150mm or similar (+/- 20mm)
- Sample transfer to sample holder will be done manually at atmosphere
- Lowering of substrate cradle by 25mm for loading/unloading of substrate holder which removed biasing voltages from the cradle.
- Cradle protection (shielding) from direct deposition of material, except onto substrate, line-of-sight deposition
- No substrate deposition shutters needed.
- SS316 or Inconel heater shields.

Vacuum system operational details:

- Process chamber ultimate (base) pressure is 0.1Pa
- Maximum temperature achieved at base pressure is 800°C
- Temperature maintenance for 3h
- Working gases CH₄, O₂, SO₂, H₂, NH₃
- Standard materials for heating stage incompatible with processes – Mo, Cu
- Standard compatible materials of heating stage with processes – Aluminium, Stainless steel 316, Inconel or even aluminized or enamelled surfaces (with prior consent of customer for these parts)

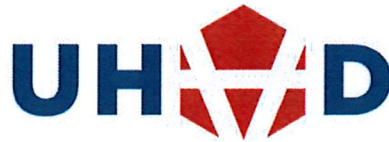
Controllers with heating stage:

- Rotation controller
- Temperature and heating controller

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OTHER REQUIREMENTS:

- The system should be CE compatible
- The system should operate in the electrical grid 220/400 V

- Documentation and manuals including procedures to maintain the machine working at the required characteristics
- Price should include delivery charges (and installation) in Ljubljana; offer should include installation if it is necessary and the system is not pre-assembled;
- The bidder is responsible for technical support and service
- Technical support and remote help by phone and electronic mail
- Warranty and Out-of-warranty support:
 - Warranty at least 12 months on all parts, excluding consumables
 - Service response time 5 working days after the receipt of a notification
 - Out-of-warranty support, at least 5 years after the purchase date

This statement is an integral part of, and an annex to, the application to the public tender for the supply of »HEATING STAGE WITH ROTATION AND LINEAR TRANSFER FOR HIGH VACUUM«.

The Bidder:

Laughton, UK – 04/05/2020

(place, date)

(stamp)

(signature of the representative)

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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

UHV DESIGN LTD,

Judges House, Laughton, Sussex, BN8 6BN, UK,

VAT-ID: GB 801 245 377

represented by the director Trevor Nicholls (henceforth referred to as "the Supplier")

have agreed on the following

CONTRACT

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 under the reference number JN002356/2020-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:

HEATING STAGE WITH ROTATION AND LINEAR TRANSFER FOR HIGH VACUUM

specified, in detail, in the Quotation/pro-forma invoice with the ref. number Q-30526-3 as of 28/04/20 that is an integral part of this contract.

Article 2

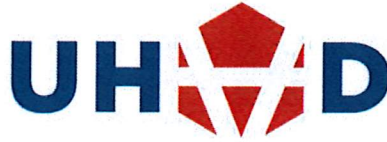
VALUE OF THE CONTRACT

The value of the above equipment is €53,759.00. The price does not include the VAT.

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Article 3 DELIVERY TERMS

The delivery period for the equipment that is the subject of this contract is approximately 17-22 weeks from receipt of an order after the date of the contract (subject to prompt drawing approval).

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 correctly delivered equipment has been properly installed and that the Supplier presented the warranty certificates to the Client.

The Supplier shall provide the delivery of the equipment with its own professionally qualified staff or with the Subcontractors, listed in tender documentation. If the Client finds that the work is carried out by the Subcontractor not listed in the tender, he is entitled to cancel the contract. The Supplier reserves the right to verify, 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
- Precise installation instruction
- Handover note – final acceptance certificate
- Warranty certificate

The documentation must be in Slovene or English.

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Article 6 SUPPLIER GUARANTEES AND LIABILITY

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

The Supplier guarantees to the Client:

- that the equipment is new, not used and free of any actual and legal defects;
- that the supplied equipment functions perfectly and that it complies fully with all the technical descriptions, characteristics and specifications, provided by the Client;
- that additional activities related to the supplied equipment (installation and training) are carried out professionally,
- 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., 1 year following the date of the receipt of the equipment.

During the warranty period the Supplier shall provide for emergency services responding to the Client by E-mail or telephone within 5 working days 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 from the Supplier to a Client. 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 the identification of the goods.

Article 8 MAINTENANCE AND SERVICE OF THE EQUIPMENT

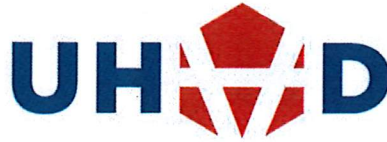
The maintenance of the equipment is carried out regularly, according to a predetermined schedule in line with the manufacturer's instructions and recommendations to ensure safe operation, to reduce the possibility of failures and to ensure the continuous optimal operation of the equipment. It is performed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

Service of the equipment is a repair service that is performed in the 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

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such condition of the equipment in which the equipment performs its intended function. Service maintenance costs are calculated according to the actual time and material used. The Supplier informs the Client about at least the approximate costs before the service is performed.

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

The Supplier shall provide for emergency services responding to the Client within 3 working days after the receipt of a notification.

Article 9 ANTI-CORRUPTION CLAUSE

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

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

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

Article 10 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.

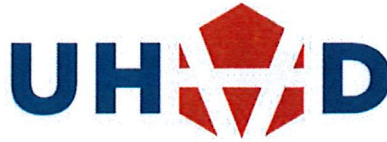
The Supplier has the right to withdraw from this contract in the event of violation of the terms of the contract by the Contracting Authority. In this case, the contract will expire when the Contracting Authority receives a written notice of withdrawal, stating the reason for the assignment by the registered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

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

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Article 11 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:
 - 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 30th day after the acquaintance with the infringement.

Article 12 FINAL PROVISIONS

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

The contracting parties shall resolve any disagreement relating to the realisation of this contract by common consent.

In the case that the contracting parties cannot settle a dispute by common consent, they shall abide by the decision of the competent court in Ljubljana.

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

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

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CLIENT:
Jožef Stefan Institute
Director:

SUPPLIER

Director:

Prof. Dr. Jadran Lenarčič

Date:

Date:

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

The Bidder:

Laughton, UK – 04/05/2020

(place, date)

(stamp)

(signature of the representative)

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