

**5. BID (PROFORMA INVOICE)**

**Details about the bidder:**

Name: Kore Technology Ltd  
 Address: 5 Bartholemews Walk, Ely, Cambridgeshire, CB7 4EA, UK  
 VAT identification number: GB599468948  
 Bank account and the name of the bank: Barclays Bank PLC A/C 00016179  
 Contact person: Jack Nayar  
 Contact person's E-mail address: jkn@kore.co.uk  
 Person responsible for signing the contract: Dr Steve Mullock

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

**BID** No. Q2087, Your Ref JN7/2019  
 Place: Ely, Cambridgeshire, UK  
 Date: 03/05/2019

On the basis of the invitation to tender No. **00386/2019** 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 OF A REFLECTRON STAGE OF TOF MASS SPECTROMETER FOR MeV-SIMS	1 Set	45660	0	45660

<b>TOTAL</b>	<b>45660</b>
<b>DISCOUNT</b>	<b>0</b>
<b>VALUE without VAT (EUR)</b>	<b>45660</b>

Delivery time (in weeks): 24 Weeks  
 Payment terms: 30% on receipt of purchase order, 70% on shipment with test certificates. Payment 30 days net from invoice date.  
 Delivery term: DAP Ljubljana (price includes delivery) the client's address  
 Warranty period (at least 12 months): 12 month return to base Warranty  
 Validity of the bid: 31 July 2019

**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:

**DR STEPHEN MULLOCK**

(signature of the representative)  
 (name and surname)



**4. DETAILS ABOUT THE BIDDER**

**Details about the bidder:**

Name of the bidder:	Kore Technology Ltd
Address of the bidder:	5 Bartholemews Walk, Ely, Cambridgeshire, CB7 4EA, UK
Legal representative of the bidder:	Steve Mullock
Contact person:	Caroline Lamont-Smith
E-mail of the contact person:	csls@kore.co.uk
Telephone number:	+44 (0)1353 653030
Fax number:	+44 (0)1353 653031
Website:	<a href="http://www.kore.co.uk">www.kore.co.uk</a>
VAT identification number:	GB599468948
Bank account and the name of the bank:	Barclays Bank PLC A/C 00016179
Person responsible for signing the contract:	Steve Mullock

On the basis of a public tender »**SUPPLY OF A REFLECTRON STAGE OF TOF MASS SPECTROMETER FOR MeV-SIMS**« published on the Public Procurement Portal, on 18 April 2019 under publication number JN002464/2019-W01we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the bidders.

Ely, Cambridgeshire, UK.  
03/05/2019

(place, date)



(stamp)

The bidder:  
*S. J. Mullock*

(signature of the representative)

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



**ACTING WITH 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	

Ely, Cambridgeshire, UK.  
03/05/2019

(place, date)



The bidder:

*S. J. Muir*  
(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**



**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:	Kore Technology Ltd
Address of the bidder:	5 Bartholemews Walk, Ely, CB7 4EA, UK
Municipality of the bidder:	Cambridgeshire, UK.
VAT identification number:	GB599468948

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 »**SUPPLY OF A REFLECTRON STAGE OF TOF MASS SPECTROMETER FOR MeV-SIMS**«.

Ely, Cambridgeshire, UK.  
03/05/2019

-----  
(place, date)



The bidder:

*[Handwritten signature]*  
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(signature of the representative)



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

Name of the bidder:	Kore Technology Ltd
Address of the bidder:	5 Bartholemews Walk, Ely, CB7 4EA, UK
Municipality of the bidder:	Cambridgeshire, UK
VAT identification number:	GB599468948

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 OF A REFLECTRON STAGE OF TOF MASS SPECTROMETER FOR MeV-SIMS**«, published on the Public Procurement Portal, on 18 April 2019, under publication number JN002464/2019-W01 for all natural persons, authorized as legal representatives:

a)

Name and surname:	Stephen Mullock
Date of birth:	8th February 1959
Place of birth:	Reading
Municipality of birth:	Berkshire
Country of birth:	UK
Permanent/temporary address:	43 Cambridge Road, Impington Cambridge CB24 9NU, UK (Permanent)
Signature	

b)

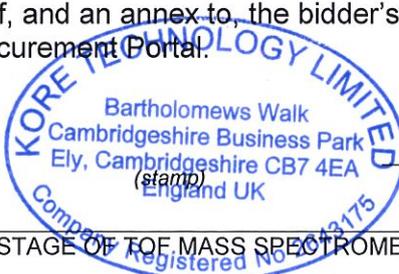
Name and surname:	Caroline Lamont-Smith
Date of birth:	18th October 1974
Place of birth:	Chertsey
Municipality of birth:	Borough of Runnymede
Country of birth:	UK
Permanent/temporary address:	42 Cottenham Road, Histon, Cambridge, CB24 9ES, UK (Permanent)
Signature	

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.

Ely, Cambridgeshire, UK.  
03/05/2019

(place, date)



The bidder:  
  
(signature of the representative)



Ely, Cambridgeshire, UK.  
03/05/2019

The bidder:

(place, date)

(stamp)

(signature of the representative)

FORM 4.3

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

Name of the bidder:	Kore Technology Ltd
Address of the bidder:	5 Bartholemews Walk, Ely, CB7 4EA, UK
Municipality of the bidder:	Cambridgeshire, UK
VAT identification number:	GB599468948

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: **Companies House No 2643175**),

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 by virtue of being registered at companies house as a limited company OR we are member of the organisation: .



Ely, Cambridgeshire, UK.  
03/05/2019

The bidder:

*S. J. Newitt*  
(signature of the representative)

(place, date)

(stamp)

(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 technical requirements included in the tender documentation.

Our systems enables the following **TECHNICAL SPECIFICATIONS**:

1. Reflectron stage of the TOF Mass Spectrometer (Short: Reflectron stage) will enable incremental upgrade of the existing linear Time-Of-Flight (TOF) mass spectrometer for MeV-SIMS at Jožef Stefan Institute, using existing retracting/supporting mechanics upon the simple adaptation.
2. Reflectron stage will comprise of the appropriate drift space with a selectable potential (Field Free Liner), a device with reflecting electrostatic field, and detector of secondary ions at the end of the secondary ion path. The Reflectron stage is a part of high vacuum system, and its components vacuum leak-proof.
3. The detector of the secondary ions at the Reflectron stage (in the text referred to as »Detector with post-acceleration«) at least 9 keV of post-acceleration to the secondary ions, extracted from the sample by extracting voltages in the range of 1 to 5 keV, in order to achieve striking energy of the secondary ions of at least 10 keV under entire range of these extraction energies, aimed to achieve high detection efficiency of the heavy secondary ions with masses exceeding 1000 Da.
4. The Reflectron stage will feature a connecting DN 63 CF ( NW 63 CF, 114 OD) vacuum flange, and provide additional CF vacuum flanges:
  - A) a flange with the size of DN 100 CF ( NW 100 CF, 150 OD) for the attachment of a small turbomolecular pump, required for the separate pumping of the Reflectron stage of the mass spectrometer.
  - B) a flange with the size of DN 40 CF (NW35 CF, 70 OD) for the attachment of the vacuum gauge(s),
  - C) a flange for a high voltage feedthrough defining the potential of a Field Free Liner
5. The Reflectron stage will enable straight passing of the secondary ions through the elements that generate reflecting field, without any deflection required, in order to allow the operation in linear mode, when the reflecting field is switched off and the corresponding high voltage connections earthed. At the end of the straight flight path, a flange DN 63 CF ( NW 63 CF, 114 OD) should be axially centred to allow the installation of the appropriate ion detector and consequential operation in the linear geometry.
6. The Reflectron stage will provide electrical vacuum feedthroughs equipped with the appropriate standard high voltage connectors, readily available at the market, for all the electrical supplies required to operate the Reflectron stage and the Detector with post-acceleration.
7. External (air-side) electrical cables and Power supplies:
  - Only the Power supply and 7 meter long cables with connectors providing low voltages to operate the preamplifier of the Detector with post-acceleration is included in the offer.
  - High voltage cables and high voltage power supplies for the operation of the Reflectron stage and the Detector with post-acceleration do not belong to this purchase.



**OTHER REQUIREMENTS:**

- the equipment will be CE compatible
- the price includes delivery charges
- documentation and manuals will be included
- technical assistance and service will be available within 7 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 »**SUPPLY OF REFLECTRON STAGE OF TOF MASS SPECTROMETER FOR MeV-SIMS**«,



Ely, Cambridgeshire, UK.  
03/05/2019

-----  
(place, date)

(stamp)

The bidder:

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(signature of the representative)



**LIST OF REFERENCES**

Acting as a bidder, we hereby declare that, for the past 5 years (2014, 2015, 2016, 2017, 2018), we have sold at least 3 TOF mass spectrometers with reflectron stages:

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 euros without VAT)	Year (date of signing of the contract)
Prof Carlos Palma Email: palma@iphy.ac.cn Tel: +49 (0)2235 9944693	Add-on Time of Flight mass spectrometer with reflectron stage and power supplies for TPD experiments	202,125	Oct 2017
WenPing Zhang Email: zhangwenping@chsdl.com Tel: +86-10-61736826	EI-TOF-MS (with reflectron stage)	81,650	June 2018
Dr Zdravko Siketic Email: <a href="mailto:zsiketic@irb.hr">zsiketic@irb.hr</a> Tel: +385 1 4571 227	TOF Mass spectrometer with reflectron	16,800	December 2015
Dr Monika Stupavska Email: <a href="mailto:stupavska@mail.muni.cz">stupavska@mail.muni.cz</a> Tel: +420 549 49 3889	TOF SIMS with reflectron	330,000	June 2014

\*a minimum of 3 references

\*Appendix: Confirmation of the above references with FORM 4.6 – 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 OF A REFLECTRON STAGE OF TOF MASS SPECTROMETER FOR MeV-SIMS«.

Ely, Cambridgeshire, UK.  
03/05/2019

-----  
(place, date)



(stamp)

The bidder:

*[Handwritten signature]*  
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(signature of the representative)

## STATEMENT OF THE REFERENCE CLIENT

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

Name:	Prof Carlos-Andres Palma
Address:	Institute of Physics, Chinese Academy of Sciences, 8 Zhongguancun South 3 <sup>rd</sup> Street
Postcode and place:	100190, Beijing, China

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

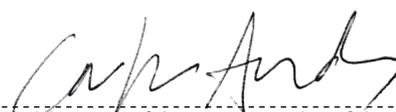
Name:	Kore Technology Ltd
Address:	5 Bartholemews Walk, Cambridgeshire Business Park, Ely
Postcode and place:	CB7 4EA, UK

We hereby state that the bidder, requesting to obtain a reference, efficiently, with respect to quality and amount, supplied us with the following goods: Add-on time of flight mass spectrometer with reflectron stage and power supplies (*type of goods supplied*), on the basis of the contract/purchase order made with us as a client or as of 19<sup>th</sup> September 2017 (*date of signing of the contract*).

If the Jožef Stefan Institute, the contracting authority, wishes to verify our statement, they may do so by contacting Prof Carlos-Andres Palma at the telephone number +49 (0)2235 9944693 and/or e-mail address: palma@iphy.ac.cn.

Beijing, May 2nd 2019

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(place, date)



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(signature of the representative of the reference client)

Carlos-Andres Palma

**The contracting authority's note: The form should be photocopied for the required number of statements.**

**The contracting authority will consider only reference statements that will be fully completed and signed by the reference subscriber for which the provider has carried out the supply of goods, and which will also be listed in the reference list on FORM 4.5**

**STATEMENT OF THE REFERENCE CLIENT****Details about the reference client (confirming the reference):**

Name:	Dr Zdravko Siketic
Address:	Division of Experimental Physics, Laboratory for Ion Beam Interactions, Ruder Boskovic Institute, P.O. Box 180
Postcode and place:	10002 Zagreb Croatia

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

Name:	Kore Technology Ltd
Address:	5 Bartholemews Walk, Cambridgeshire Business Park, Ely
Postcode and place:	CB7 4EA, UK

We hereby state that the bidder, requesting to obtain a reference, efficiently, with respect to quality and amount, supplied us with the following goods: TOF Mass spectrometer and reflectron (*type of goods supplied*), on the basis of the contract/purchase order made with us as a client or as of 15<sup>th</sup> Dec 2015 (*date of signing of the contract*)

If the Jožef Stefan Institute, the contracting authority, wishes to verify our statement, they may do so by contacting Dr Zdravko Siketic at the telephone number +385 1 4571 227 and/or e-mail address zsiketic@irb.hr.

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

Dr. Zdravko Siketic

Zagreb, 03.05.2019.

\_\_\_\_\_  
(place, date)

\_\_\_\_\_  
(stamp)

\_\_\_\_\_  
(signature of the representative of the  
reference client)

**The contracting authority's note: The form should be photocopied for the required number of statements.**

**The contracting authority will consider only reference statements that will be fully completed and signed by the reference subscriber for which the provider has carried out the supply of goods, and which will also be listed in the reference list on FORM 4.5**



**STATEMENT OF THE REFERENCE CLIENT**

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

Name:	Mr Wenping Zhang
Address:	Beijing SDL Technology Co., LTD, No 3 str 3 <sup>rd</sup> international information ind. Base, HuilonGuan Changping District
Postcode and place:	Beijing 102206, China

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

Name:	Kore Technology Ltd
Address:	5 Bartholemews Walk, Cambridgeshire Business Park, Ely
Postcode and place:	CB7 4EA, UK

We hereby state that the bidder, requesting to obtain a reference, efficiently, with respect to quality and amount, supplied us with the following goods: Compact EI-TOF-MS including TOF Mass spectrometer and reflectron (*type of goods supplied*), on the basis of the contract/purchase order made with us as a client or as of 29<sup>th</sup> Jan 2016 (*date of signing of the contract*)

If the Jožef Stefan Institute, the contracting authority, wishes to verify our statement, they may do so by contacting Mr Wenping Zhang at the telephone number 8610-61736826 and/or e-mail address zhangwenping@chsdl.com.



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

5/5/2019

(place, date)

(stamp)

张文平 Wenping Zhang

(signature of the representative of the reference client)

**The contracting authority's note: The form should be photocopied for the required number of statements.**

**The contracting authority will consider only reference statements that will be fully completed and signed by the reference subscriber for which the provider has carried out the supply of goods, and which will also be listed in the reference list on FORM 4.5**



## **7. SAMPLE CONTRACT**

**JOŽEF STEFAN INSTITUTE,**

Jamova cesta 39,

1000 Ljubljana,

Slovenia

VAT-ID: SI55560822

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

and

**KORE TECHNOLOGY LTD,**

5 Bartholemews Walk, Cambridgeshire Business Park,

Ely, CB7 4EA, UK

VAT-ID: GB599468948

represented by the director Dr Stephen Mullock (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 under the reference number JN002464/2019-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 OF A REFLECTRON STAGE OF TOF MASS SPECTROMETER FOR MeV-SIMS**

specified, in detail, in the Quotation/pro-forma invoice with the ref. number Q2087 R3 as of 3<sup>rd</sup> May 2019 that is an integral part of this contract.

### Article 2

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

The value of the above equipment is € 45660. The price does not include the VAT.

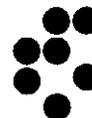
### Article 3

#### **DELIVERY TERMS**

The delivery period for the equipment that is the subject of this contract is 24 weeks after the date of the contract.

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

SOM



The Client shall sign the handover note after 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 any time subcontractor employees performing work. All employees are required to give credible information.

## Article 4 PAYMENT TERMS

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

- 30% payment in advance after receipt of the order and signed contract
- 70% payment payable on receipt of Invoice, at the time of delivery and technical acceptance

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 instructions
- 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, 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 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 warrantee period the Supplier shall provide for emergency services responding to the Client by E-mail or telephone within 7 working day after the receipt of a notification. If an on-site repair service is needed, the Supplier shall provide it typically within 30 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 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.

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

## Article 8

### MAINTENANCE AND SERVICE OF THE EQUIPMENT

The maintenance of the equipment is carried out regularly, according to 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 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.

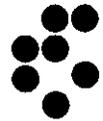
The Supplier shall provide for emergency services responding to the Client within two working days after the receipt of a notification.

## Article 9

### ANTI-CORRUPTION CLAUSE

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

- to win this public contract,
- to conclude this contract under more favourable conditions,
- to omit due diligence in the supervision of the contract implementation,



.to carry out any other act or omission causing damage to the Client or allowing the Client or its employees to obtain an undue advantage,

this contract will be void.

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

#### Article 10 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

and informs him with a written notice by registered mail.

The Supplier has the right to withdraw from this contract in the event of the 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 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 infringements 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

*SM*

# Institut "Jožef Stefan", Ljubljana, Slovenija

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



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 thirtieth 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.

CLIENT:  
Jožef Stefan Institute  
**Director:**

SUPPLIER  
**Director:**

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

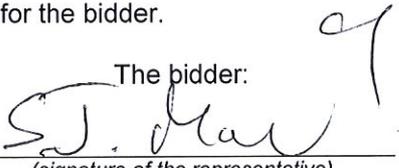
Date:

\_\_\_\_\_  
Date:

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

\_\_\_\_\_  
(place, date)



The bidder:  
  
\_\_\_\_\_  
(signature of the representative)

