

PUBLIC-TENDER DOCUMENTATION

LOW-VALUE PUBLIC PROCUREMENT PROCEDURE

Article 47
(type of procedure)

»SUPPLY AND INSTALLATION OF AN ULTRASONIC WIRE BONDER FOR ELECTRONIC CIRCUITS«

(subject of the public procurement)

JN50/2023

(internal reference number)

July, 2023



CONTENTS

Tender documentation consists of:

1. INSTRUCTIONS FOR THE BIDDERS
2. TECHNICAL DOCUMENTATION OF THE PUBLIC TENDER
3. TENDER DOCUMENTATION



1. INSTRUCTIONS FOR THE BIDDERS

1.1 THE CONTRACTING AUTHORITY

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, has published on the public procurement portals information about public tender **»SUPPLY AND INSTALLATION OF AN ULTRASONIC WIRE BONDER FOR ELECTRONIC CIRCUITS«**.

The Contracting Authority hereby invites all interested tenderers to submit a tender in compliance with the requirements from the tender documentation. The tender has to be prepared in line with the tender documentation, fulfilling all the conditions for the participation in this public tender.

1.2 GENERAL INFORMATION

| | |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: | SUPPLY AND INSTALLATION OF AN ULTRASONIC WIRE BONDER FOR ELECTRONIC CIRCUITS |
| Short description: | The subject of the public tender is the supply and installation of an ultrasonic wire bonder, suitable for connecting structured partive sensors with readout electronics. It will be also used for QA of surface on different circuits. |
| Internal reference: | ZN23_06598-NKG |
| Type of the bidding procedure: | Low-value public procurement procedure in accordance with Article 47 of PPA-3 |
| Type of purchasing: | Equipment |
| Division into lots: | The public tender is not divided into lots. |
| Variants: | Variants are not permitted. |
| The language of the bids: | The Bidders must submit their bids in Slovene or English. |
| Requested validity of the tender: | 31 October 2023 |
| Deadline for queries: | 24 July 2023 do 11:00 |
| Deadline for submission of bids: | 31 July 2023 till 11:00 |
| Date and time of the public opening: | 31 July 2023 till 13:00 |

Detailed specification of the tender can be found from the technical specifications - point 2 of these instructions.

1.3 IMPLEMENTATION OF THE TENDER

The Contracting Authority carries out the process of awarding a public contract on the basis of the applicable law and by-laws governing public procurement, in accordance with the applicable legislation governing the field of public finance and the field that is the subject of public procurement.

An entity that is subject to an absolute business ban based on the provision of Article 35 of the current Act on Integrity and Prevention of Corruption may not participate in the execution of a public contract.



If the tenderer submits a false statement or gives untrue information about the stated facts, this results in the inadequacy of the offer or the nullity of the contract.

1.4 ACCESS TO THE TENDER DOCUMENTATION

The forms from the tender documentation (TD) are available at the Public-Procurement Portal (<https://www.enarocanje.si/>). The tender documentation can be accessed free of charge

1.5 PREPARATION, SUBMISSION AND DELIVERY OF THE BIDS

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

To prepare their bids, the Bidders must give all the details required with the attached specification. The subject of the bid must meet at least the minimum technical requirements specified in the technical specification, which is an integral part of this tender documentation.

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

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

1.6 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).

1.7 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 1.13).



Form 1 "Proforma invoice" is submitted by all providers participating in the joint offer together (one form signed by at least one of the providers participating in the joint offer).

In the case of a joint offer, legal entities should submit form 3 "Declaration of fulfillment of conditions for an economic entity" and provide all the required information in the form. Providers participating in the joint offer may also specify one of the legal entities with whom the client will communicate until a decision on the order is made, otherwise the client will address all documents to all providers participating in the joint offer.

1.8 A BID INVOLVING SUBCONTRACTORS

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

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

- provide the list of all the Subcontractors (**each Subcontractor must meet all the requirements under point 1.13**) and the type of work that the Subcontractor will be undertaking,
- provide the list of contact information and the legal representatives of the Subcontractors,
- complete Declaration of compliance with the conditions for the Economic Operator for each Subcontractor,
- complete FORM 2.2 – The Subcontractor's authorisation relating to direct payments made by the Contracting Authority to the Subcontractor(s) and consent, if Subcontractor required.

The main Contractor will be required during the realization of the public tender to inform about any changes to the existing information specified in the preceding paragraph and to send information about new Subcontractors, that are planned to be subsequently integrated into carrying out the work no later than 5 days after the change. In the case of the involvement of new Subcontractors the main Contractor must together with the notice provide the information and documents, specified in the second, third and fourth indents of the preceding paragraph and meet all the requirements under point **1.13**

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

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

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

If a direct payment to the Subcontractor is not required, the Contracting Authority of the main contractor will require that not later than 60 days from the payment of the final invoice the main contractor sends a





written statement and a written statement from the Subcontractor that the Subcontractor has received payment for the supplied goods directly related to the subject of the contract.

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

In the event that the tenderer acts with the Subcontractors, the tenderer shall submit the authorization for direct payments (FORM 2.2) 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 2.1).

1.9 EXAMINATION AND EVALUATION OF THE BIDS

Based on the conditions and criteria specified in the tender documentation, the Contracting Authority will select the Bidder with whom he will enter into a contract for the supply of goods/performance of the service.

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

1.10 SUBMISSION AND DELIVERY OF THE BID

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

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

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

A bid is deemed to be submitted on time if the Contracting Authority receives it via the ePonudbe.si system <http://eponudbe.si/en> by **31 July 2023 at 11.00 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 <http://eponudbe.si/en>.



1.11 THE PUBLIC OPENING OF THE BIDS

Bids shall be opened automatically in the IT ePonudbe.si system on **31 July 2023** and will start at **13.00** at the web address <http://eponudbe.si/en>.

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

1.12 QUERIES RELATING TO THE TENDER DOCUMENTATION


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

Queries about the tender documentation or any other query about the call for tender placed through the Public-Procurement Portal by **11:00** on **24 July 2023** shall be considered as timely. After this time, the Contracting Authority shall not answer any queries about the tender.


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.

1.13 GROUND FOR EXCLUSION OF THE BID

The economic operator shall verify compliance with the conditions by submitting the completed FORM 6.

| P1: Reasons related to criminal convictions | Proof |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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>FORM 3 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure.</p>  |



| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Payment or commitment to pay compensation for all damage caused by a criminal act or violation, active cooperation with investigative authorities for the complete clarification of facts and circumstances, and the adoption of concrete technical, organizational, and personnel measures appropriate to prevent further criminal acts or violations are considered sufficient measures. When evaluating the measures taken by the economic entity, the client takes into account the seriousness and special circumstances of the criminal act or violation. If the client assesses that the evidence submitted by the business entity is sufficient, the business entity shall not be excluded from the public procurement procedure, regardless of the first paragraph of Article 75 of the Public Procurement Act-3. If the client assesses that the measures are not sufficient, it sends the justification for such a decision to the economic entity.</p> | |
| <p>P2: Reasons related to the payment of taxes or contributions for social security Proof</p> | |
| <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>FORM 3 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure</p> |
| <p>P3: National provision – Register of economic operators with negative references Proof</p> | |
| <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>FORM 3 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure</p> |
| <p>P4: National provision – offence related to payment for work Proof</p> | |
| <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 find 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>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>FORM 3 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure</p>  |



| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>Payment or commitment to pay compensation for all damage caused by a criminal act or violation, active cooperation with investigative authorities for the complete clarification of facts and circumstances, and the adoption of concrete technical, organizational, and personnel measures appropriate to prevent further criminal acts or violations are considered sufficient measures. When evaluating the measures taken by the economic entity, the client takes into account the seriousness and special circumstances of the criminal act or violation. If the client assesses that the evidence submitted by the business entity is sufficient, the business entity shall not be excluded from the public procurement procedure, regardless of the first paragraph of Article 75 of the Public Procurement Act-3. If the client assesses that the measures are not sufficient, it sends the justification for such a decision to the economic entity.</p> | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

1.14 TECHNICAL CAPACITY OF THE BIDDER

| P1: Technical capacity | Proof |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The Bidder has in the past 3 years, more precisely from 1 July 2020 until the deadline for submission of the bids 31 July 2023, sold (which means qualitative and quantitative in accordance with the contract) at least 2 comparable ultrasonic wire bonders for electronic circuits.</p> | <p>Submit reference certificates of business partners on the original form from the tender documentation – FORM 4.1 and FORM 4.2.</p> |

In all cases 1 copy of a 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.

The contracting authority can also consider the data from the official records that the bidder obtained or submitted during the other public-tender procedures if these records are not older than 4 months.

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.



1.15 COMPLETION OF THE BID – ADMISSIBLE TENDER

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

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

- **FORM 1** – The bid (Proforma invoice)
- **FORM 2** – Details about the Bidder
- **FORM 3** – Completed Declaration of compliance with the conditions for the economic operator
- **FORM 4.1** – requirements for cooperation regarding technical ability – list of references
- **FORM 4.2** – certificate of the reference
- **FORM 5** – the completed, signed and stamped sample contract initialled on each page
- **Appendix 1** – Final acceptance certificate
- **Appendix 2** – Statement with details about the natural and legal entities owned by the bidder
- Evidence relating to the fulfillment of the requirements of the technical specifications (i.a. 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)

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

- Partnership Agreement
- **FORM 1** – The bid (Proforma invoice)
- **FORM 2.1** – General data about the Bidder and the consortium
- **FORM 2.2** – Data about the subcontractors and subcontractor's authorisation for direct payments
- **FORM 3** – Completed Declaration of compliance with the conditions for the economic operator
- **FORM 4.1** – requirements for cooperation regarding technical ability – list of references
- **FORM 4.2** – certificate of the reference
- **FORM 5** – The completed, signed and stamped sample contract initialled on each page
- **Appendix 1** – Final acceptance certificate
- **Appendix 2** – Statement with details about the natural and legal entities owned by the bidder
- Evidence relating to the fulfillment of the requirements of the technical specifications (i.a. 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)

1.16 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.

1.17 CRITERIA FOR ASSESSING AND EVALUATING THE BIDS

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

In the case of two or more Bidder having equally economically advantageous bid, the Bidder with the shorter delivery date and exact requested specifications will be selected. If the bids are tied after this, the bidder with the most favorable warranty terms and conditions will be selected.

1.18 ANTI-CORRUPTION CLAUSE

In the process of awarding a public contract, the client and bidders may not initiate and perform actions that would predetermine the selection of a specific offer, or that would cause the contract not to enter into force or not be fulfilled. Any kind of lobbying in public procurement procedures is prohibited.

1.19 CONTRACT AWARD NOTICE

The Contracting Authority will publish the signed decision on awarding the contract on the public procurement portal. The decision is considered to have been served on the date of its publication on the public procurement portal.

1.20 RIGHT OF WITHDRAWAL FROM THE PUBLIC CONTRACT

The Contracting Authority may, according to the eighth paragraph of Article 90 of the ZJN-3, after the decision to award the contract has been made, withdraw from the performance of the public contract until the conclusion of the contract for justified reasons, that they no longer need the object of the public contract or that they do not have guaranteed funds for it, or that a valid reason arises with the client suspicion that the content of the contract was or could be the result of a committed criminal act or that other extraordinary circumstances arose which the client could not influence and foresee and which made the performance of the public contract with the selected provider impossible. In this case, the contracting authority will notify the bidders in writing of its decision and the reasons for withdrawing from the execution of the public contract.

1.21 SIGNING OF THE CONTRACT

In line with the 6th paragraph of Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11—official consolidated version and 158/20), the selected Bidder is obliged to submit, prior to signing the contract and at the request of the Jožef Stefan Institute, the awarding authority, a statement or details about the natural or legal entities owned by the selected



Bidder, including the silent partners and business entities that are considered to be associated with the selected Bidder in line with the provisions of the law governing companies. If the Bidder submits a false statement or gives untrue information about the required details, the contract shall be annulled.

The selected bidder shall submit to the Contracting Authority, within 8 days of the receipt of the request, the details about:

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

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

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

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

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

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.



2. TECHNICAL DOCUMENTATION OF THE PUBLIC TENDER

1. Technical characteristics

Suitable for aluminium and gold wire 17,5-75 μ m on 2" spool

Bondhead Wedge-Wedge for thin wire

Standard tool of 1" length, 45° wire feed

Ultrasonic F&S Generator

Motorized axes

- Working area X/Y-axis 200mm x 150 mm or larger
- Programmable step resolution 1 μ m or better
- Programmable Z axis with at least 100 mm stroke;

Hardware

- PC with Windows OS, Ethernet,
- USB 2.0/3.0, Colour Display 22" or larger
- CCD-Colour Camera, at least 5 Mpixel
- Fully networkable in TCP/IP servers

Software

- pattern recognition
- bonding speed 1 wire / second or higher

Placement accuracy: +/- 5 μ m @ 3 sigma, incl. Tool or better

Repeatability: +/- 3 μ m @ 3 sigma, incl. Tool or better
with 25 μ m aluminum wire

Software for deformation limit control

- CCD camera for Adjustpoint- and Bond point equipment
- purpose crosshair in the screen
- ringlight
- 12.5 μ m to 75 μ m wire diameter
- 360 ° rotary Bondhead
- 2 " wire spool

Wedge 25 μ m Aluminium

25 μ m Aluminium Bonding Wire

Clamping unit for 6x8" work holder

Trinocular-Stereo-Zoom-Microscope with CCD camera

OTHER REQUIREMENTS:

- The equipment must be CE marked.
- The equipment must operate in the electrical grid 220/400 V.
- Documentation and manuals should be provided, including the maintenance documentation to achieve all technical characteristics.
- Price must include transportation, installation and on-site customer training; including all travel and accommodation costs.
- The provider is responsible for technical support and service.
- Technical support and remote help by phone, electronic mail and remote access to the instrument.
- Warranty and Out-of-warranty support:
 - Warranty at least 1 year.
 - Response time at most 5 working days after the problem notice.
 - After expiration of the warranty the bidder must provide payable after-warranty support for at least 10 years after the initial warranty period.



3. TENDER DOCUMENTATION

The Bidder prepares the offer by entering all the required data in the forms that are an integral part of the tender documentation and attaching all other required documentation. The offer must be submitted on the forms from the tender documentation or on the bidder's forms, which must not differ significantly in content from the attached forms.

All required tender documents must be completed, signed by the legal representative and stamped.

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

- FORM 1 – The bid (Proforma invoice)
- FORM 2 – Details about the Bidder
- FORM 3 – Completed Declaration of compliance with the conditions for the economic operator
- FORM 4.2 – requirements for cooperation regarding technical ability – list of references
- FORM 4.3 – certificate of the reference
- FORM 5 – The completed, signed and stamped sample contract initialled on each page
- Appendix 1 – Final acceptance certificate
- Appendix 2 – Statement with details about the natural and legal entities owned by the bidder
- Evidence relating to the fulfillment of the requirements of the technical specifications (i.a. 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)

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



BID (PROFORMA INVOICE)

FORM 1

| | |
|----------------------------------|--------------------------------|
| Name of the Bidder: | F&S Bondtec Semiconductor GmbH |
| Address of the Bidder: | Industriezeile 49a |
| Contact person: | Stefan Berger |
| Contact person's E-mail address: | Stefan.Berger@fsbondtec.at |

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

BID No. 513/2023

Type of purchasing: Service Equipment Const

| No. | Description of the goods | Quantity | Price | Discount % | Value |
|-----|-------------------------------------------------------------------------------------|----------|------------|------------|----------|
| 1 | SUPPLY AND INSTALLATION OF AN ULTRASONIC WIRE BONDER FOR ELECTRONIC CIRCUITS | 1 Set | 136.630,00 | 5,2 | 7.130,00 |

| | |
|--------------------------|-------------------|
| TOTAL | 136.630,00 |
| Discount | 7.130,00 |
| VALUE without VAT | 129.500,00 |

| | |
|-------------------------|---------------------------------------------------------|
| Payment terms: | 30 days net |
| Delivery time in weeks: | 6-8 |
| Delivery term: | Shipped to Jozef Stefan Institute free of charge |
| Validity of the bid: | 31 October 2023 |
| Warranty period: | 12 month |

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:

Braunau a.l., 6.7.2023
(place, date)

F & S BONDTEC
Semiconductor GmbH
Industriezeile 49a
A-5280 Braunau/Inn
Tel.: +43 7722 67052
Fax: DW/Ext. 8272
www.fsbondtec.at

(signature of the representative)



GENERAL DATA ABOUT THE BIDDER AND THE CONSORTIUM

FORM 2.1

| | |
|----------------------------------------------|----------------------------------------------------------------------------|
| Name of the Bidder: | F&S Bondtec Semiconductor GmbH |
| Address of the Bidder: | Industriezeile 49a, 5280 Braunau am Inn |
| Legal representative(s) of the Bidder: | Siegfried Seidl |
| VAT identification number: | ATU64456528 |
| Name of the bank, SWIFT, IBAN: | Oberbank Braunau, SWIFT:OBKLAT2L IBAN:AT471504000201023611 |
| Contact person: | Stefan Berger |
| Phone: | +437722670528278 |
| E-mail: | Stefan.Berger@fsbondtec.at |
| Responsible person for signing the contract: | Stefan Berger |

On the basis of a public tender published on the Public Procurement Portal 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 works | Value | Share in % |
|---------------------------------|---------------------|--------------------------|-------|------------|
| The group leader in a joint bid | No partner | | | |
| Contract partner in a joint bid | | | | |
| Contract partner in a joint bid | | | | |
| Contract partner in a joint bid | | | | |
| Contract partner in a joint bid | | | | |

F & S BONDTEC
 Semiconductor GmbH
 Industriezeile 49a
 A-5280 Braunau/Inn
 Tel.: +43 7722 67052
 Fax: DW/Ext. 8272
 www.fsbondtec.at

The Bidder:

Braunau a. I. 14.07.23
 (place, date)

(stamp)

[Handwritten Signature]
 (signature of the representative)

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



DATA ABOUT THE SUBCONTRACTORS AND SUBCONTRACTOR'S AUTHORISATION (relating to direct payments)

FORM 2.2

| | |
|--------------------------------------------|--|
| Name of the Subcontractor: | |
| Address of the Subcontractor: | |
| Legal representative of the Subcontractor: | |
| VAT identification number: | |
| Phone: | |
| E-mail: | |

| Part of the execution of the contract that will be performed by a Subcontractor | |
|---------------------------------------------------------------------------------|--|
| Description of work | |
| Količina del podizvajalca v % | |
| Value (EUR without VAT) | |
| Time of completion | |
| Place | |

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

| | |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | YES, we request direct payments by the Contracting Authority and give our consent, and on the basis of the fourth indent of the second paragraph of Article 94, we request that the Contracting Authority "JOŽEF STEFAN" INSTITUTE for the public contract _____, will settle our claims against the Bidder _____ (<i>name of the Bidder</i>) instead of the Bidder directly to us, to our transaction account. |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | We do NOT require direct payments from the Contracting Authority. In this case, we will receive payment for the work performed by the selected Bidder. |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|

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

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

The Subcontractor:

(place, date)

(stamp)

(signature of the representative)

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



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)

FORM 3

| | |
|-----------------------------|-----------------------------------------|
| Name of the Bidder: | F&S Bondtec Semiconductor GmbH |
| Address of the Bidder: | Industriezeile 49a, 5280 Braunau am Inn |
| Municipality of the Bidder: | Braunau am Inn |
| VAT identification number: | ATU64456528 |

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

- To our best knowledge the Economic Operator or any individual person, who is a member of its administrative, management or supervisory body of the said Economic Operator, or is authorised to represent it, decide on its behalf or supervise it, has not been issued a final judgement with the elements of the following criminal offences, as indicated in the first paragraph of Article 75 of the Public Procurement Act (the Official Gazette of the Republic of Slovenia, Nos.91/15, 14/18 and 121/21, 10/22, 74/22 – odl. US, 100/22 – ZNUZSZS in 28/23); hereinafter PPA-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 by item a) of the fourth paragraph of Article 75 of the PPA-3.
- To our best knowledge we meet the obligations related to taxes and other monetary non-fiscal obligations pursuant to the law regulating of the financial administration, collected by the tax authority in line with the provisions of the country in which we have our registered office or in Member State of the Contracting Authority and we have no outstanding liabilities as at the day of submitting the bid worth EUR 50 or more. As at the day of submitting the bid, we have obtained all accounts of tax deductions for the incomes arising from employment relationships for the period of the last five years.
- 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 public tender.

F & S BONDTEC
 Semiconductor GmbH
 Industriezeile 49a
 A-5280 Braunau/Inn
 Tel.: +43 7722 67052
 Fax: DW/Ext. 8272
 www.fsbondtec.at
(stamp)

The Bidder:

Braunau a.I. 12.02.23
(place, date)

[Signature]
(signature of the representative)



LIST OF REFERENCES

FORM 4.1

Acting as a Bidder, we hereby declare that, for the past 3 years, more precisely from 3 July 2020 until the deadline for submission of the bids, we have sold at least 2 comparable ultrasonic wire bonder for electronic circuits:

| 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) |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------|----------------------------------------|
| KU Leuven, Belgium Mr. Rudi van Laar More data are on request (by European data protection law) | Wire Bonder series 58xx | Euro 133.940,00 | March 2023 |
| Fraunhofer EMFT, Munich, Germany More data are on request (by European data protection law) | Wire Bonder series 56xxi (smaller version of 58xx) | Euro 190.789,00 | September 2022 |
| University Siegen, Germany More data are on request (by European data protection law) | Wire Bonder series 56xxi (smaller version of 58xx) | Euro 98.990,00 | August 2022 |
| Chip4Light, Sinzing, Germany More data are on request (by European data protection law) | Wire Bonder series 58xx | Euro 122.500,00 | July 2022 |

*a minimum of 2 references

*Appendix: Confirmation of the above references with FORM 4.2 – Statement of the Reference Client

This statement is an integral part of, and an annex to, the application to the public tender for the »SUPPLY AND INSTALLATION OF AN ULTRASONIC WIRE BONDER FOR ELECTRONIC CIRCUITS«.

F & S BONDTEC

Semiconductor GmbH

Industriezeile 49a

A-5280 Braunau/Inn

Tel.: +43 7722 67052

Fax: DW/Ext. 8272

www.fsbondtec.at

(stamp)

The Bidder:

Braunau a.I. 14.07.23
(place, date)

[Signature]
(signature of the representative)

CERTIFICATE OF THE REFERENCE

Institut "Jožef Stefan", Ljubljana, Slovenija



FORM 4.2

The reference client (confirming the reference):

| | |
|-------------------------------------------------|-----------------------------------------|
| Name of the reference client: | KU Leuven, Research & Development |
| Headquarters (address) of the reference client: | Waaistraat 6-bus 5105, BEL 3000, Leuven |
| Person authorized to represent: | Mr. Rudi Vanlaer |

We confirm that the contractor of the reference business (requesting to obtain a reference):

| | |
|--------------------------------------------------|--------------------------------|
| Name of the economic operator: | F&S Bondtec Semiconductor GmbH |
| Headquarters (address) of the economic operator: | Industriezeile 49a |
| Responsible person of the economic operator: | Stefan Berger |

Made the following deliveries of the goods:

| | |
|------------------------------------------------------------------|-------------------------|
| Type of delivery, which is the subject of the contract: | Wire bonder series 5830 |
| Name, number, date of the concluded contract/order: | 4800306748 |
| Value of the contract in EUR without VAT: | Euro 133.940,00 |
| Delivery period (from 1 July 2020 to 31 July 2023 inclusive): | March 2023 |

We hereby state that the delivery of the goods was carried out in a quality, professional, correct and timely manner, with the respect to quality and amount. If the Contracting Authority wishes additional information regarding the work performed, the contact person is:

| | |
|-------------------|--------------------------|
| Name and surname: | RUDI VANLAER |
| Phone: | +32/16/32 12 46 |
| E-mail: | RUDI.VANLAER@KULEUVEN.BE |

K.U.Leuven - ESAT-MICAS
Kasteelpark Arenberg 10
B-3001 Leuven, BELGIUM
Tel. +32/16/321077 Fax +32/16/321075

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

Rudi Vanlaer

[Signature]

(signature of the representative of the reference client)

Leuven 13/07/2023

(place, date)

(stamp)

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 4.1



The reference client (confirming the reference):

| | |
|--------------------------------------------------------|-----------------------------------------|
| Name of the reference client: | KU Leuven, Research & Development |
| Headquarters (address) of the reference client: | Waaistraat 6-bus 5105, BEL-3000, Leuven |
| Person authorized to represent: | Mr. Rudi Vanlaar |

We confirm that the contractor of the reference business (requesting to obtain a reference):

| | |
|---------------------------------------------------------|--------------------------------|
| Name of the economic operator: | F&S Bondtec Semiconductor GmbH |
| Headquarters (address) of the economic operator: | Industriezeile 49a |
| Responsible person of the economic operator: | Stefan Berger |

Made the following deliveries of the goods:

| | |
|--------------------------------------------------------------------------|-------------------------|
| Type of delivery, which is the subject of the contract: | Wire bonder series 5830 |
| Name, number, date of the concluded contract/order: | 4800306748 |
| Value of the contract in EUR without VAT: | Euro 133.940,00 |
| Delivery period (from 1 July 2020 to 31 July 2023 inclusive): | March 2023 |

We hereby state that the delivery of the goods was carried out in a quality, professional, correct and timely manner, with the respect to quality and amount. If the Contracting Authority wishes additional information regarding the work performed, the contact person is:

| | |
|--------------------------|--|
| Name and surname: | |
| Phone: | |
| E-mail: | |

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

.....
(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 4.1



CONTRACT

concluded between

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The Client:</p> <p>JOŽEF STEFAN INSTITUTE Jamova cesta 39 1000 Ljubljana</p> <p>represented by the director prof. dr. Boštjan Zalar, director</p> | <p>The Supplier:</p> <p><i>F&S Bondtec Semiconductor GmbH</i> <i>Industriezeile 49a</i> <i>5280 Braunau am Inn</i> <i>Austria</i></p> |
| <p>VAT identification number: SI55560822</p> | <p>VAT identification number: ATU64456528</p> |

INTRODUCTORY PROVISIONS

Article 1

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

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

SUBJECT OF THE CONTRACT

Article 2

Subject-matter of the contract is the

SUPPLY AND INSTALLATION OF AN ULTRASONIC WIRE BONDER FOR ELECTRONIC CIRCUITS

specified, in detail, in the Quotation/pro-forma invoice with the ref. number quotation #513 as of that is an integral part of this contract.

An integral part of this contract the client's tender and the entire tender documentation, including all technical documentation.



VALUE OF THE CONTRACT

Article 3

The value of the above equipment is Euro 129.500,00 . The price does not include the VAT.

DELIVERY TERMS

Article 4

The delivery period for the equipment that is the subject of this contract is 8 weeks after the date of the contract.

The Supplier shall provide, transportation including transport insurance of the equipment to the Client's address. The costs for transportation including insurance is included in the price as set out in article 3 of this agreement. The Supplier shall notify the Client of the intended delivery e-mail, in writing or by telephone, at least 3 working days prior to the delivery.

The Client shall sign the handover note after the establishing that the equipment has been correctly delivered.

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

PAYMENT TERMS

Article 5

The Client is obliged to pay an invoice for the goods, i.e., the equipment, within 14 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.

ACCEPTANCE

Article 6

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



The Supplier will submit to the Client the following documentation:

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

The documentation must be in Slovene or English.

SUPPLIER GUARENTEES

Article 7

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

The Supplier guarantees to the Client:

- that the equipment is new, not used and free of any actual and legal defects;
- that the supplied equipment functions perfectly and that it complies fully with all technical descriptions, characteristics and specifications, provided by the Client;
- that 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 years following the date of the receipt of the equipment.

During the warrantee period the Supplier shall provide for emergency services responding to the Client by E-mail (service@fsbondtec.at) or telephone (+437722670528289) within five working day after the receipt of a notification. If a repair service is needed, the Supplier shall provide it typically within 30 working days after the problem has been identified.

In the case of a defect identified in the minutes upon delivery, the warranty period begins on the day the defect is rectified. If the fault cannot be rectified, the warranty period begins on the day of receipt of the new goods.

ELIMINATION OF ERRORS AND SUPPLY OF SPARE PARTS

Article 8

The Supplier undertakes to eliminate the errors of the delivered goods within the warranty period providing uninterrupted service to its own costs, including transport costs to a specific location. The period of notice is considered to be the time when the message reaches to the supplier at the phone number or e-mail



stated in this agreement, provided that it has been awarded by the Client and shall contain at least the necessary data for identification of the goods.

The supplier is obliged to eliminate defects that occur during the warranty period within 45 days from the date of notification of the defect to the supplier by the client.

If the same error occurs at least 2 times in a row on the same equipment or the error is not corrected within 45 days, from the date of the client's written notification to the supplier about the error, during the warranty period, the supplier must replace this piece of equipment with a new equivalent.

The supplier undertakes to provide spare parts and to provide service support and spare parts against payment for at least another 10 (ten) years from the end of the warranty period.

The Supplier commits to provide the spare parts and to provide service support against payment for another 10 (ten) years from the end of the warranty period.

In the case of failure to fulfil obligations, the Supplier must reimburse any additional costs and damage to the Client, which would consequently suffer.

MAINTENANCE AND SERVICE OF THE EQUIPMENT

Article 9

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

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

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

EARLY TERMINATION OF THE CONTRACT

Article 10

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

- does not comply with all the requirements of the client and does not meet them despite the warning of non-compliance
- increases prices during the validity of the contract,
- does not perform the subject of the contract in the agreed quality or within the agreed deadlines,
- does not fulfill all its obligations under the contract,
- in other cases and to the extent specified in this contract.



The Client will notify the Supplier of the withdrawal with a withdrawal notice sent by registered mail. Withdrawal from the contract is valid from the date of receipt of written notice of withdrawal if the client does not write in the notice a later date of termination of the contract. If the Supplier cannot be served with the withdrawal notice for any reason, the contract shall expire on the day the withdrawal notice was submitted to the post. In this case, the Supplier is not entitled to any compensation or any other claim.

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

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

TERMS FOR TERMINATION OF THE CONTRACT

Article 11

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

- if the Contracting Authority is informed that a competent court has established with a final decision that the Supplier or its Subcontractor has infringed applicable obligations in the area of mandatory environmental, social and labour law, or
- if the Contracting Authority is informed that the competent state authority established that the Supplier or its Subcontractor has at the time of the contract infringed at least two infringement in relation to:
 - 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.

If the Client becomes aware of a violation, he must notify the Supplier within ten days. The Supplier may, within the time limit set by the client, which may not be longer than 15 days, submit evidence that he has taken sufficient measures to prove his reliability despite the existence of violations. If there is a violation by the subcontractor, the Supplier can submit evidence within the same period that the subcontractor has taken sufficient measures to prove its reliability despite the existence of violations. If the Supplier has not submitted evidence for the subcontractor, or if there is evidence, but the Client considers that these measures are insufficient, the Supplier can replace the subcontractor within a period determined by the Client, which may not be longer than 15 days in accordance with Article 94 of this law. or takes over the part he has subcontracted to this subcontractor himself, if this replacement or takeover does not constitute a substantial change to the contract. If the Supplier has not submitted evidence for himself or the subcontractor, or if there is any, the Client assesses that these measures are insufficient, or if the Supplier does not take over the work himself or proposes a new subcontractor, or if the Client, in accordance with Article 94 of this law, timely proposes a new subcontractor refuses, the termination condition is implemented on the condition that there is at least six months between the client's knowledge of the breach and the expiry of the contract.



If the termination condition is met, the contract is considered to be terminated on the date of conclusion of the new public procurement contract, and the client must start a new public procurement procedure immediately, but no later than within 60 days of becoming aware of the violation. If the Client does not start a new public procurement procedure within this period, the contract is considered to be terminated on the sixtieth day after becoming aware of the violation.

ANTI-CORRUPTION CLAUSE

Article 12

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.

RESOLUTION OF CONFLICTS

13. člen

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

ADMINISTRATORS OF THE CONTRACT

14. člen

The administrator of the contract on the part of the Client is: _____

The administrator of the contract on the part of the Supplier is: Stefan Berger

It is not necessary to conclude an annex to the contract to change the administrators referred to in this article. Both parties shall be notified of the change in writing.

FINAL PROVISIONS

15. člen



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

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

The contract is drawn up in two (2) identical copies so that each contracting party receives one copy.

Naročnik:

Institut Jožef Stefan

Director:

prof. dr. Boštjan Zalar

Date:

Dobavitelj:

F&S Bondtec Semiconductor GmbH

Sales Director:

Mr. Stefan Berger

Datum:

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

The Bidder:

(place, date)

(stamp)

(signature of the representative)



FINAL ACCEPTANCE CERTIFICATE

Appendix 1

| | |
|----------------------------|-------------------------------------------------------------------------------------|
| Name of the bidder: | F&S Bondtec Semiconductor GmbH |
| Address: | Industriezeile 49a, 5280 Braunau am Inn, Austria |
| VAT identification number: | ATU64456528 |
| Subject: | SUPPLY AND INSTALLATION OF AN ULTRASONIC WIRE BONDER FOR ELECTRONIC CIRCUITS |
| Contract No.: | |

Following Delivery note No. _____ of _____ herewith we issue :

FINAL ACCEPTANCE CERTIFICATE

No. _____
 place: _____
 date: _____

Type of purchasing: Service Material Equipment Construction

Delivery method: Supplier JSI arrangement: Other: _____

| No. | Findings | YES | NO |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1 | All the ordered parts or services have been delivered. | | |
| 2 | The quality of the supplied parts or services complies with all the terms of the purchase agreement. | | |
| 3 | The required quantity of individual components or services has been supplied. | | |
| 4 | All the required or necessary documentation is included. | | |
| 5 | All the manuals including the instruction for use are included. | | |
| 6 | All the other required acceptance tests, as specified in Technical specifications have been carried out and are approved (QA) | | |
| According to the above findings, we confirm acceptance | | | |

Additional comments:

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

The Supplier Institut "Jožef Stefan"



.....
(name and surname of the supplier's representative)

.....
(name and surname of the responsible for the equipment)

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

Appendix 2

Details about the Contracting Authority/the tender

| | |
|---------------------------|-------------------------------------------------------------------------------------|
| The Contracting Authority | JOŽEF STEFAN INSTITUTE Jamova cesta 39, 1000 Ljubljana, Slovenia |
| The code of the tender | JN50/2023 |
| Subject of the tender | SUPPLY AND INSTALLATION OF AN ULTRASONIC WIRE BONDER FOR ELECTRONIC CIRCUITS |

Details about the Bidder

| | |
|-------------------------------------|-------------------------------------------|
| Name of the Bidder: | F&S Bondtec Semiconductor GmbH |
| VAT identification number: | ATU64456528 |
| Legal representative of the Bidder: | Siegfried Seidl |

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

1.1. that are in the bidder's ownership participated following natural persons:

| No. | Name and surname | Permanent address | Share of ownership in % |
|-----|------------------|-----------------------------------------|-------------------------|
| 1 | Siegfried Seidl | Konrad Meindl Str., 5280 Braunau am Inn | 100% |
| 2 | | | |
| 3 | | | |
| ... | | | |

1.2. that are in the bidder's ownership participated following legal persons:

| No. | Name and registered office of the legal person | VAT identification number | Share of ownership in % |
|-----|------------------------------------------------|-----------------------------------------|-------------------------|
| 1 | Siegfried Seidl | Konrad Meindl Str., 5280 Braunau am Inn | 100% |
| 2 | | | |
| 3 | | | |
| ... | | | |



the legal person being owned by the following natural persons:

| No. | Name and surname | Permanent address | Share of ownership in % |
|-----|------------------|-----------------------------------------|-------------------------|
| 1 | Siegfried Seidl | Konrad Meindl Str., 5280 Braunau am Inn | 100% |
| 2 | | | |
| 3 | | | |
| ... | | | |

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

| No. | Name and registered office of the economic operator | VAT identification number |
|-----|-------------------------------------------------------------------------|---------------------------|
| 1 | F&S Bondtec Semiconductor GmbH, Industriezeile 49a, 5280 Braunau am Inn | ATU64456528 |
| 2 | | |
| 3 | | |
| ... | | |

is in mutual relationship with the following legal person:

| No. | Name and registered office of the legal person | Vat identification number | Associated as follows |
|-----|--------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------------|
| 1 | Siegfried Seidl, CEO and owner of F&S Bondtec Semiconductor GmbH, Industriezeile 49a, 5280 Braunau am Inn, Austria | Company VAT: ATU64456528 | CEO/Owner |
| 2 | | | |
| 3 | | | |
| ... | | | |

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

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

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

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



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Name and surname of the legal representative:

Mr. Siegfried Seidl

Braunau a. I. 17.02.23

(place, date)

(stamp)

Siegfried Seidl

(signature of the legal representative)