**PUBLIC-TENDER DOCUMENTATION**

FOR

**»UPGRADE OF THE EXISTING**

**NANOSCRIBE PHOTONIC PROFESSIONAL –**

**3D OPTICAL PRINTER WITH 160 NM RESOLUTION«**

OPEN PROCEDURE

**Internal reference number of the public tender: JN42/2021**

**Ljubljana, July 2021**

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|  | “This project has received funding from the European Research Council (ERC) under the European Union’s Horizon 2020 research and innovation programme (grant agreement No 884928)”. |

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1. **INVITATION TO TENDER**

The contracting authority **Jožef Stefan Institute**, Jamova cesta 39, 1000 Ljubljana, tax number SI55560822, registration number 5051606, bank account: 01100-6030344242 registered with the Public Payment Administration (PPA) Ljubljana, has published on the public procurement portals, on 15 July 2021 under publication number **JN004832/2021-B01**.

Subject of the contract is a **»UPGRADE OF THE EXISTING NANOSCRIBE PHOTONIC PROFESSIONAL – 3D OPTICAL PRINTER WITH 160 NM RESOLUTION«**.

The public tender is carried out in accordance with Article 40 of the Public Procurement Act (official consolidated text PPA-3, the Official Gazette of the Republic of Slovenia, Nos. 91/2015 and 14/2018 hereinafter PPA-3) as an open procedure.

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

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

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

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1. **INSTRUCTIONS FOR THE BIDDERS** 
   1. **THE CONTRACTING AUTHORITY**

**jožef stefan institute** is inviting all interested bidders to submit their bids in line with the tender documentation.

* 1. **the code and subject of the public tender**

Internal reference No.: **JN42/2021**

Subject**: »UPGRADE OF THE EXISTING NANOSCRIBE PHOTONIC PROFESSIONAL – 3D OPTICAL PRINTER WITH 160 NM RESOLUTION«**

* 1. **implementation of the tender**

The public tender is carried out on the basis of Article 40 of PPA-3 (Official Gazette of RS, no. 91/2015) as an open procedure. The contracting authority shall select the bid and make a contract with the respective bidder on the basis of the conditions and criteria described below.

* 1. **ACCESS to the tender documentation**

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

* 1. **the bidding procedure**

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

**2.6 THE LANGUAGE OF THE BIDS**

The bidders should submit their bids in Slovene or English.

* 1. **PREPARATION OF THE BIDS**

To prepare their bids, the bidders should give all the details required with the attached specification. The bids should be valid till 31 October 2021.

**2.8 A JOINT BID**

A bid may be submitted by **a group of contractual partners.** This group shall submit a Partnership Agreement stipulating how the public contract awarded within this public-procurement procedure will be executed, specifying, in particular, the leading partner authorized to assume, from the Contracting Authority, the obligations, instructions, and possibly also the payments on behalf of, and for the account of, all the partners, as well as the share and type of services/goods to be provided by each individual partner. The Agreement should clearly stipulate that, in relation to the Contracting Authority, all the partners are collectively and individually liable for the realisation of the entire commitment and each part of it, in accordance with paragraph 3 of Article 81 of the PPA-3.

All the partners in a group have to meet the conditions for the recognition of their competencies with respect to their legal statuses (they must meet all the conditions in section 2.11) and the first point requirement 2.12.1 PROFESSIONAL CAPACITY OF THE BIDDER the compliance with the other contracting authority's conditions for the recognition of competencies shall be examined collectively for the entire group of partners.

**2.9 A BID INVOLVING SUBCONTRACTORS**

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

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

* provide the list of all subcontractors (**each subcontractor should meet all the requirements under point 2.11**) and the type of work that the subcontractor will be undertaking,
* provide the list of contact information and the legal representatives of the subcontractors,
* complete ESPD forms for each subcontractor,
* complete FORM 2.1 – The subcontractor’s authorisation to direct payments, if subcontractor required.

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

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

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

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

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

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

If the main contractor does not comply with Article 94 of PPA-3, the contracting authority to the National Review Commission submit a proposal on the introduction of the offence’s procedure from point 2 of the first paragraph of Article 112 of the PPA-3.

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

**2.10 COMPLETION OF THE BID – ADMISSIBLE TENDER**

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

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

* + **FORM 1 –** The bid (Proforma invoice)
  + **FORM 2 –** Details about the bidder
  + **FORM 3 –** Acting with subcontractors/without subcontractors
  + forms for establishing the capacities of a bidder – **FORMS 4.1 to 4.2** together with the attached proofs of fulfilling the conditions
  + the completed, signed and stamped sample contract initialled on each page– **FORM 5**
  + ESPD

Only when acting as consortium and/or with subcontractors the bidder has to submit the following forms:

* + **FORM 1 –** The bid (Proforma invoice)
  + **FORM 2.1 –** General data about the bidder and the consortium
  + Partnership Agreement (only in the case the bidder acts as a party in a joint venture or a consortium of the bidders)
  + **FORM 3 –** Acting with subcontractors/without subcontractors
  + **FORM 3.1 –** The subcontractor’s authorisation to direct payments made by the contracting authority to the subcontractor(s) and consent
  + forms for establishing the capacities of a bidder – **FORMS 4.1 to 4.2** together with the attached proofs of fulfilling the conditions
  + **FORM 5 –** the completed, signed and stamped sample contract initialled on each page
  + ESPD

In line with the 6th paragraph of Article 14 of the Integrity and Prevention of Corruption Act (the Official Gazette of the Republic of Slovenia, Nos. 45/10, 26/11, 43/11 and 158/20; ZIntPK), the selected bidder is obliged to submit, prior to signing the contract and at the request of the Jožef Stefan Institute, the awarding authority, a statement or details about the natural or legal entities owned by the selected bidder, including all partners and business entities that are considered to be associated with the selected bidder in line with the provisions of the law governing companies. If the bidder submits a false statement or gives untrue information about the required details, the contract shall be annulled (APPENDIX 2).

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

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

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

**2.11 GROUNDS FOR EXCLUSION OF THE BID**

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| 1. | The economic operator must be excluded by the contracting authority from participation in a public procurement procedure in the case it is found out, where 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  In case the economic operator is in the situation referred to in the above paragraph, in accordance with paragraph 9 of Article 75 of the ZJN-3, the contracting authority may submit evidence that he has taken sufficient measures to prove his reliability despite the existence of reasons for exclusion.  **The proof:** Completed **ESPD form**. (»Part III: Exclusion grounds, Section A: Grounds relating to criminal convictions«) for all economic operators involved in procedure.    Prior to signing the contract the contracting authority shall ask the selected bidder to submit the authorization to obtain the information from the criminal record (for the economic operator and for all persons who are members of the administrative, managerial or supervisory body of the economic operator or who the power to represent or to decide or control it). In case all persons from the economic operator who are member of its administrative, management or supervisory body or has powers of representation, decision or control therein will officially authorize on the submitted ESPD form the contracting authority to obtain information from the criminal record (Part VI: Concluding statements), the additional authorizations will not be requested by the contracting authority.    The bidder himself can attach the certificates from the criminal record. The certificates thus submitted must be legally relevant with respect to the conditions on the day of submitting the bid. |
| 2. | The economic operator must be excluded by the contracting authority from participation in a public procurement procedure in the case it does not fulfil 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. On the day of submitting the bid, the economic operator must submitt all accounts of tax deductions for the incomes arising from employment relationships for the period of the last five years.  **The proof:** Completed **ESPD form**. (»Part III: Exclusion grounds, Section B: Grounds relating to the payment of taxes or social security contributions«) for all economic operators involved in procedure. |
| 3. | 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  **The proof:** Completed **ESPD form**. (»Part III: Exclusion grounds, Section D: Purely national exclusion grounds«) for all economic operators involved in procedure. |
| 4. | The economic operator must be excluded by the contracting authority from participation in a public procurement procedure in the case it has been in the last 3 years prior to the expiry of the deadline for submitting the bids 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 by way of a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country.  **The proof:** Completed **ESPD form**. (»Part III: Exclusion grounds, Section D: Purely national exclusion grounds«) for all economic operators involved in procedure. |

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

**2.12**  **CONDITIONS FOR PARTICIPATION**

**2.12.1** **PROFESSIONAL CAPACITY OF THE BIDDER**

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| 1. | The bidder is for the occupation that it takes in the tender registered in one of the professional or trade registers, that are kept in the Member State in which the economic operator is established.  The list of professional or business registers in the Member States of the European Union is published in Annex XI of Directive 2014/24/EU.  **The proof:** Completed **ESPD form**. (»Part IV: Selection criteria, Section A: Enrolment in a relevant professional register OR Enrolment in a trade register«) for all economic operators involved in procedure.  The Contracting authority reserves the right to verify the existence and content of the tender in case of doubt about the validity of the tenderer's statements. For this purpose, the declaration must contain all the necessary information in order for the Contracting authority to verify compliance with the condition in question in the official records. In the event that such a verification is not possible, the Contracting authority shall require the economic operator to submit a copy of the entry in one of the professional or business registers. |

**2.12.2** **TECHNICAL CAPACITY OF THE BIDDER**

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| 1. | The Bidder guarantees the required technical suitability of the equipment in line with the technical requirements from the description of the equipment included in the tender documentation.  **The proof:** FORM 4.2 – Completed Statement of technical suitability |

**2.12.3**  **OTHER CONDITIONS**

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| 1. | The Bidder is not included in the record of entities with negative references as defined in Article 35 of the Integrity and Prevention of Corruption Act (the Official Gazette of the Republic of Slovenia, Nos. 45/10, 26/11 and 43/11; ZIntPK) and thus excluded from the public award procedures with the Contracting authority.  **The proof:** Completed **ESPD form**. (»Part VI: Concluding statements«) for all economic operators involved in procedure. |

**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 shall obtain the data from the official records by itself and on the basis of the received consent of the bidder. 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.

**2.13 THE BIDDING PRICE**

All prices must include all costs for the realisation of the relevant public contract. The final price must include all its constituent elements. VAT must be stated separately (for the bidders from Slovenia). If the price is not expressed in EUR, the contracting authority will convert the offered price into EUR at the exchange rate of the Bank of Slovenia on the day of bid opening.

**2.14 EXAMINATION AND EVALUATION OF THE BIDS**

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

**2.15 CRITERIA FOR ASSESSING AND EVALUATING THE BIDS**

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

In the case of two or more Bidder having equally economically advantageous bid, the Bidder with more favorable warranty, installation terms and conditions will be selected.

**2.16 QUERIES RELATING TO THE TENDER DOCUMENTATION**

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

Information provided by the contracting authority or through the procurement portal shall be, in accordance with the paragraph 2 of Article 67 of PPA-3 understood as 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 public announcement.

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

Queries about the tender documentation or any other query about the call for tender placed through the Public-Procurement Portal by **16:00** on **23 July 2021** shall be considered as timely. After this time, the contracting authority shall nor answer any queries about the tender.

**2.18 SUBMISSION AND DELIVERY OF THE BID**

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

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

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

A bid is deemed to be submitted on time if the Contracting Authority receives it via the **ePonudbe.si** system <http://eponudbe.si/en> by **30 July 2021** **at 10.00 AM**. A bid is deemed submitted if it is marked with the status "SUBMITTED" (“ODDANO”) in the IT ePonudbe.sisystem.

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

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

The page for submitting an e-bid in this e-procurement procedure can be accessed here:

<https://eponudbe.si/en/Public-contracts/Current/Individual-tender/t/Nadgradnja-Nanoscribe-Photonic-Professional-%E2%80%93-naprave-na-osnovi-dvofotonske-polimerizacije-za-tiskanje-3d-objektov-z-locljivostjo-160-nm-Upgrade-of-the-existing-Nanoscribe-Photonic-Professional-%E2%80%93-3D-optical-printer-with-160-nm-resolution/n/9efaaa97788bfd81badc76a57ace9306>

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

**2.19 THE PUBLIC OPENING OF THE BIDS**

Bids shall be opened automatically in the IT ePonudbe.sisystem on **30 July 2021** and will start at **10.01** AM at the web address <http://eponudbe.si/en>.

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

**2.20 form »bid (Proforma invoice)«**

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

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

If the Bidder declares the 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 should include all discounts and costs.

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

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

**2.21 FORM »ESPD« FOR ALL ECONOMIC OPERATORS**

European Single Procurement Document (ESPD) is a a formal statement by the economic operator that the relevant grounds for exclusion do not apply, that the relevant selection criteria are fulfilled and that it will provide the relevant information as required by the contracting authority or contracting entity.The ESPD form shall also include a formal statement that the contracting authority may ask any tenderer at any moment during the procedure to submit all or part of the required certificates and supporting documents where this is necessary to ensure the proper conduct of the procedure.

The entries in the ESPD form and/or the evidence submitted by the economic operator must be valid.

The economic operator imports XML.file preparred by the contracting authority to the ESPD file on the website of the Public Procurement Portal/https: <https://ec.europa.eu/growth/tools-databases/espd/> or <http://www.enarocanje.si/_ESPD/> and directly enters the requested data into it.

Where groups of economic operators (including temporary associations, economic operators on whose capacity is referred to by the economic operator and subcontractors) participate together in the procurement procedure, a separate ESPD must be given for each of the participating economic operators.

The bidder who submits the bid in the ePonudbe.si system uploads its ESPD in the section »ESPD-Bidder« section and places the other ESPDs in the »ESPD-Other Participants« section. A bidder who submits an offer in the **ePonudbe.si** system shall upload the electronically signed ESPD into xml. format or unsigned ESPD in xml. in the latter case, in accordance with the General Terms and

Conditions of use of the ePonudbe.si information system, a legally binding document having the same validity as is signed shall be deemed to have been submitted.

For the other participating economic operators from the group, the bidder attaches signed ESPDs in the pdf. form or electronically signed xml. in the »ESPD – Other Participants« section.

**2.22 VALIDITY OF THE BID**

The bid has to be valid till 31 Oktober 2021.

Variants are not permitted.

**2.23 legal instruction**

Legal protection of the Bidders in the public procurement procedure is guaranteed in accordance with the provisions of the Act on legal protection in public procurement procedures (Official Gazette of RS, no. 43/11, 60/11-ZTP-D, 63/13, 90/14 – ZDU-1l, 60/17 and 72/19)) following the procedure and in manner as determined by law.

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

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

The applicant shall pay a tax of 4.000,00 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.

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1. **TECHNICAL DESCRIPTION AND SPECIFICATIONS OF THE EQUIPMENT**

The subject of this public tender is to upgrade the existing Photonic Professional machine, installed at Jozef Stefan Institute in 2012 by Nanoscribe GmbH, into a 3D printing system with functionalities similar to Photonic Professional GT2, while keeping the existing functionalities of the Photonic Professional system untouched and fully operational.

Equipment will be funded by ERC project LOGOS.

**TECHNICAL CHARACTERISTICS:**

The upgraded Photonic Professional machine, produced by Nanoscribe GmbH, must provide two basic modes of operation:

Mode #1: The upgraded Photonic Professional machine must keep all the 3D printing functionalities of the original Photonic Professional machine using mechanical and piezo stages to move the sample, as installed in 2012.

Mode #2: The upgraded Photonic Professional machine must provide new functionalities enabled by the galvano mirror platform to scan the laser beam for polymerization.

The selection of either Mode must be built into the user computer interface, which must allow the user to select either the first or the second mode of operation, listed above.

**Technical specifications of the upgraded Photonic Professional machine operating in Mode #1:**

1. The sample must be moved by the existing XY micrometric displacement stage surmounted by a 3D nanometric piezoelectric stage with steps and accuracy identical to those of the machine installed in 2012.
2. The sample must be illuminated through the existing 100× objective.
3. The sample must be illuminated through the objective 63x with a laser power exceeding 40 mW.
4. The maximum writing speed in Mode 1 must be at least 300 μms-1.
5. The minimum achievable width of a single printed line must be below 200 nm. This has to be tested by printing separated straight lines before and after the upgrade and the feature dimensions have to be determined using SEM.
6. The minimum achievable resolution of printed parallel lines must be below 500 nm within the specification of the equipment. This must be tested by printing separated straight lines before and after the upgrade and the feature dimensions have to be determined using SEM.

**Technical specifications of the upgraded Photonic Professional machine operating in Mode #2:**

1. The laser power at the entrance pupil of the objective is bigger than 50 mW, the wavelength is 780 nm.
2. An objective with magnification 63×, NA=1.4, WD=190 μm must be added to the existing system. An objective with magnification 25×, NA=0.8, WD=380 μm must be added to the existing system.
3. For Mode #2, the sample remains fixed in the focal plane of the objective while the laser focus is scanned in the focal plane.
4. The laser beam is moved in the focal plane by a scanning system based on galvanometric mirrors.
5. For writing according to z (along the optical axis of the writing system), the sample is moved by the piezoelectric stage or the objective is moved by the z-drive of the microscope.
6. The maximum writing speed in the focal plane must be at least 100 mm/s.
7. The production of 3D structures with submicron resolutionover an area of 10 x 10 mm2 must be achieved in a reasonable time.
8. Writing times in Mode #2 to be reduced compared to Mode #1 by a factor of up to 1000 for reduced resolution.
9. To produce nanometer-size, micrometric and millimeter-size structures by using 2 different microscope objectives: 63×, NA=1.4 , and 25×, NA=0.8.
10. Print polymer patterns whose width is less or equal than 160 nm in 2D.
11. Print polymer patterns whose width is less or equal than 200 nm in 3D.
12. A lateral resolution of 800 nm (centre-to-centre distance between two polymer lines) combined with a vertical resolution of around 1500 nm or better.

Acceptance criteria: For Mode #2 of operation of the upgraded system the following 2D and 3D structures will be printed and measured using SEM microscope:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Objective | Structure | Speed (mm/s) | Area without stitching (µm2) | Total possible area including stitching (μm2) | Lateral resolution (nm) | Axial resolution (nm) | Min. Lateral Feature size (nm) |
| 63x | Woodpile | 10 | 140 × 140 | 280 × 280 | 800 | 1500 | < 200 |
| 63x | Lines | 10 | 140 × 140 |  | 500 | - | <160 |
| 25x | 3D | 100 | 285 × 285 |  | - | - | - |

**In addition to technical specifications of Mode #1 and Mode #2 of operation, the upgraded system must fulfill the following requirements:**

1. The upgraded system has to be controlled by the computer using the software that is compatible with the existing "NanoWrite" software.
2. The upgraded system must contain print job preparation software that is compatible with the existing software “DeScribe”.
3. The upgraded system must be equipped with an autofocus which allows the laser beam to focus automatically at the substrate/resin interface.
4. The accuracy of the connection between two print areas must not change after the upgrade. The reproducibility of stage must be smaller than 1.5 micrometer.
5. The company must update the device control software as well as the 3D editor software to the latest version.
6. The change of the computer is included in the machine upgrade. The control computer must not be connected to the Internet. It is only connected internally with LAN connection to another computer installed at JSI. The company will provide remote sessions for at least 7 years.
7. The lithography system must keep its main characteristics after the upgrade.
8. The upgraded system must allow the use of transparent or non-transparent samples with a thickness of between 170 and 1000 µm in a circular, square or rectangular shape.
9. The upgraded system must allow the use of photosensitive resins of different viscosities with a thickness of up to 3 mm.
10. The upgraded system must allow the production of 2D nanometric structures (500 nm lateral resolution) with a pattern width of equal or less than 160 nm on a seamless surface of 300×300μm2.
11. Time to print 10.000 vertical rods of length 5 μm and diameter 1 μm, uniformly distributed over a printing area of 1 x 1 mm2 and using 63 × objective must be shorter than 4 hours.
12. The upgraded system must allow switching from one sample to another automatically. This means that the user should be able to create several lithographed structures on different samples using a single writing program.
13. The company must be able to connect remotely to the equipment in order to carry out maintenance and fault detection operations provided the equipment is connected to the internet.
14. The company must provide a set of photosensitive resins designed for Laser Lithography. This includes refractive index matched resins for best printing quality, biocompatible materials and a range of optical materials with transparency either for the full visible spectrum or in the telecom-IR. It must provide technical description of chemical processes needed for application, curing and UV curing of polymerized structures after the lithography.
15. After upgrading, the machine must comply with laser safety class 1 in accordance with IEC 60825-1.
16. All parts removed from the system during the upgrade, shall remain in the property of JSI.

**OTHER REQUIREMENTS:**

* The equipment should be CE compatible
* All power supplies with 240 V AC, 50/60 Hz.
* The system should operate in the electrical grid 220/400 V
* Documentation and manuals including procedures to maintain the machine working at the required characteristics
* Price should include delivery charges and transport insurance charges, installation, testing and on-site training of 5 JSI employees in Ljubljana; price should include all travel and lodging costs of the supplier’s crew.
* Delivery time: no longer than 8 months ARO (required delivery date June 2022 at the latest).
* The bidder is responsible for technical support and service
* Technical support and remote help by phone and electronic mail
* Warranty and Out-of-warranty support:
  + Warranty at least 12 months on all parts, excluding consumables
  + Service response time 5 working days after the receipt of a notification
  + Out-of-warranty support against payment, at least 7 years after the purchase date

**4. TENDER DOCUMENTATION:**

* The bid (Proforma invoice) – FORM 1
* Details about the Bidder – FORM 2
* General data about the Bidder and the consortium – FORM 2.1
* Acting with Subcontractors or without Subcontractors – FORM 3
* The Subcontractor’s authorisation relating to direct payments made by the Contracting Authority to the Subcontractor(s) and consent – FORM 3.1
* Forms for establishing the capacities of a Bidder:
  + ESPD form
  + FORM 4.1 – Statement from the Bidder allowing personal information to be

obtained from official records

* + FORM 4.2 – Statement of technical suitability
* Sample contract – FORM 5

**FORM 1**

**BID (PROFORMA INVOICE)**

**Details about the bidder:**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | | |
| Address: |  | | |
| VAT identification number: |  | | |
| Bank account and the name of the bank: |  |  |  |
| Contact person: |  | | |
| Contact person's E-mail address: |  | | |
| Person responsible for signing the contract:  podpis pogodbe: |  | | |

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  | | --- | --- | --- | | **BID** | No. |  | |  | Place: |  | |  | Date: |  | | | | | | | | | | |
| |  | | --- | | On the basis of your public tender we are pleased to submit the following bid: | | | | | | | | | | |
|  | | | | | | | | | |
| Type of purchasing: |  | Service |  | Material | **x** | Equipment |  | Construction |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Description of the goods** | **Quantity** | **Price** | **Discount %** | **Value** |
| 1 | UPGRADE OF THE EXISTING NANOSCRIBE PHOTONIC PROFESSIONAL – 3D OPTICAL PRINTER WITH 160 NM RESOLUTION | 1 Set |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | **TOTAL** |  |
|  |  |  | **DISCOUNT** |  |
|  |  |  | **VALUE without VAT** |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Delivery time (in weeks): | | |  | | |
| Payment terms: | • 40% payment in advance after receipt of the order  • 50% payment payable on receipt of Invoice, at the time of delivery  • 10% payment after final acceptance or 60 days after delivery, whichever comes first | | | | | |
| |  |  | | --- | --- | | Delivery term: | DDP Ljubljana, CIF Ljubljana/Ljubljana Airport | | | | | | | |
| Warranty period (at least 1 year): | | | |  |
| Validity of the bid: | | 31 October 2021 | | |

**MANDATORY ENCLOSURE:**

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

|  |  |  |
| --- | --- | --- |
|  |  | The bidder: |
|  |  |  |
|  |  | (signature of the representative)  *(name and surname)* |

**FORM 2**

**DETAILS ABOUT THE BIDDER**

**Details about the bidder:**

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

On the basis of a public tender **»UPGRADE OF THE EXISTING NANOSCRIBE PHOTONIC PROFESSIONAL – 3D OPTICAL PRINTER WITH 160 NM RESOLUTION«** published on the Public Procurement Portal, on 15 July 2021 under publication number JN004832/2021-B01 we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the bidders.

|  |  |  |
| --- | --- | --- |
|  |  | The bidder: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(signature of the representative)* |

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

**FORM 2.1**

**GENERAL DATA ABOUT THE BIDDER AND THE CONSORTIUM**

**Details about the group leader in a joint bid:**

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

On the basis of a public tender **»UPGRADE OF THE EXISTING NANOSCRIBE PHOTONIC PROFESSIONAL – 3D OPTICAL PRINTER WITH 160 NM RESOLUTION«** published on the Public Procurement Portal, on 15 July 2021 under publication number JN004832/2021-B01 we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the bidders.

Contract partners in a joint bid and description of work:

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

|  |  |  |
| --- | --- | --- |
|  |  | The bidder: |
| *(place, date)* | *(stamp)* | *(signature of the representative)* |

**The contracting authority’s note: Form must be completed and attached to the bid, only if you submit joint bid as**

**consortium.**

**FORM 3**

**ACTING WITH SUBCONTRACTORS/WITHOUT SUBCONTRACTORS**

Acting as a bidder, we are submitting the bid:

|  |  |
| --- | --- |
|  | a) individually, without subcontractors |
|  |  |
|  |  |
|  | b) with the following subcontractors: |

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

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

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

|  |  |
| --- | --- |
| Subcontractor |  |
| Description of work |  |
| Quantity |  |
| Value |  |
| Place |  |
| Time of completion |  |

|  |  |  |
| --- | --- | --- |
|  |  | The bidder: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(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**

**FORM 3.1**

**THE SUBCONTRACTOR’S AUTHORISATION TO DIRECT PAYMENTS**

**MADE BY THE CONTRACTING AUTHORITY TO THE SUBCONTRACTOR(S)**

**AND CONSENT**

|  |  |
| --- | --- |
| Name of the subcontractor: |  |
| Address of the subcontractor: |  |
| MunicipalIty of the subcontractor: |  |
| Legal representative of the subcontractor: |  |
| VAT identification number: |  |

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

YES, we authorise the Contracting Authority to make direct payments;

NO, we do not require direct payments by the Contracting Authority

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

If the bidder will carry out the contract with subcontractors, it must provide the list of all subcontractors and type of work that the subcontractors will be undertaking, contact information and legal representatives of subcontractors and complete a ESPD form of subcontractors in accordance with 79. Article of PPA-3 and accompanied by a request for direct payment of the subcontractor if requested by the subcontractor.

|  |  |  |
| --- | --- | --- |
|  |  | The subcontractor: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(signature of the representative)* |

**The contracting authority’s note: Form must be completed and attached to the bid, for each subcontractor.**

**The bidder, who does not act with subcontractors, does not need to submit this form.**

**FORMS FOR ESTABLISHING THE CAPACITIES OF A BIDDER**

* + ESPD form
  + FORM 4.1 – Statement from the Bidder allowing personal information to be

obtained from official records

* + FORM 4.2 – Statement of technical suitability

**FORM 4.1**

**STATEMENT OF THE BIDDER FOR OBTAINING**

**PERSONAL INFORMATION FROM OFFICIAL RECORDS**

|  |  |
| --- | --- |
| Name of the bidder: |  |
| Address of the bidder: |  |
| Municipality of the bidder: |  |
| VAT identification number: |  |

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 **»UPGRADE OF THE EXISTING NANOSCRIBE PHOTONIC PROFESSIONAL – 3D OPTICAL PRINTER WITH 160 NM RESOLUTION«**, published on the Public Procurement Portal, on 15 July 2021, under publication number JN004832/2021-B01 for all natural persons, authorized as legal representatives:

a)

|  |  |
| --- | --- |
| Name and surname: |  |
| Date of birth: |  |
| Place of birth: |  |
| Municipality of birth: |  |
| Country of birth: |  |
| Permanent/temporary address: |  |
| Signature |  |

b)

|  |  |
| --- | --- |
| Name and surname: |  |
| Date of birth: |  |
| Place of birth: |  |
| Municipality of birth: |  |
| Country of birth: |  |
| Permanent/temporary address: |  |
| Signature |  |

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

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

|  |  |  |
| --- | --- | --- |
|  |  | The bidder: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(signature of the representative)* |

**FORM 4.2**

**STATEMENT OF TECHNICAL SUITABILITY**

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

Offered upgrade of Photonic Professional machine, produced by Nanoscribe GmbH will enable the following **TECHNICAL SPECIFICATIONS:**

The upgraded Photonic Professional machine, produced by Nanoscribe GmbH, will provide two basic modes of operation:

Mode #1: The upgraded Photonic Professional machine will keep all the 3D printing functionalities of the original Photonic Professional machine using mechanical and piezo stages to move the sample, as installed in 2012.

Mode #2: The upgraded Photonic Professional machine will provide new functionalities enabled by the galvano mirror platform to scan the laser beam for polymerization.

The selection of either Mode will be built into the user computer interface, which will allow the user to select either the first or the second mode of operation, listed above.

**Technical specifications of the upgraded Photonic Professional machine operating in Mode #1:**

1. The sample will be moved by the existing XY micrometric displacement stage surmounted by a 3D nanometric piezoelectric stage with steps and accuracy identical to those of the machine installed in 2012.
2. The sample will be illuminated through the existing 100× objective.
3. The sample will be illuminated through the objective 63x with a laser power exceeding 40 mW.
4. The maximum writing speed in Mode 1 will be at least 300 μms-1.
5. The minimum achievable width of a single printed line will be below 200 nm. This will be tested by printing separated straight lines before and after the upgrade and the feature dimensions have to be determined using SEM.
6. The minimum achievable resolution of printed parallel lines will be below 500 nm within the specification of the equipment. This will be tested by printing separated straight lines before and after the upgrade and the feature dimensions have to be determined using SEM.

**Technical specifications of the upgraded Photonic Professional machine operating in Mode #2:**

1. The laser power at the entrance pupil of the objective will be bigger than 50 mW, the wavelength is 780 nm.
2. An objective with magnification 63×, NA=1.4, WD=190 μm will be added to the existing system. An objective with magnification 25×, NA=0.8, WD=380 μm will be added to the existing system.
3. For Mode #2, the sample will remain fixed in the focal plane of the objective while the laser focus is scanned in the focal plane.
4. The laser beam will be moved in the focal plane by a scanning system based on galvanometric mirrors.
5. For writing according to z (along the optical axis of the writing system), the sample will be moved by the piezoelectric stage or the objective is moved by the z-drive of the microscope.
6. The maximum writing speed in the focal plane will be at least 100 mm/s.
7. The production of 3D structures with submicron resolutionover an area of 10 x 10 mm2 will be achieved in a reasonable time.
8. Writing times in Mode #2 will be reduced compared to Mode #1 by a factor of up to 1000 for reduced resolution.
9. To produce nanometer-size, micrometric and millimeter-size structures by using 2 different microscope objectives: 63×, NA=1.4 , and 25×, NA=0.8.
10. Print polymer patterns whose width will be less or equal than 160 nm in 2D.
11. Print polymer patterns whose width will be less or equal than 200 nm in 3D.
12. A lateral resolution of 800 nm (centre-to-centre distance between two polymer lines) combined with a vertical resolution of around 1500 nm or better.

Acceptance criteria: For Mode #2 of operation of the upgraded system the following 2D and 3D structures will be printed and measured using SEM microscope:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Objective | Structure | Speed (mm/s) | Area without stitching (µm2) | Total possible area including stitching (μm2) | Lateral resolution (nm) | Axial resolution (nm) | Min. Lateral Feature size (nm) |
| 63x | Woodpile | 10 | 140 × 140 | 280 × 280 | 800 | 1500 | < 200 |
| 63x | Lines | 10 | 140 × 140 |  | 500 | - | <160 |
| 25x | 3D | 100 | 285 × 285 |  | - | - | - |

**In addition to technical specifications of Mode #1 and Mode #2 of operation, the upgraded system must fulfill the following requirements:**

1. The upgraded system will be controlled by the computer using the software that is compatible with the existing "NanoWrite" software.
2. The upgraded system will contain print job preparation software that will be compatible with the existing software “DeScribe”.
3. The upgraded system will be equipped with an autofocus which allows the laser beam to focus automatically at the substrate/resin interface.
4. The accuracy of the connection between two print areas will not change after the upgrade. The reproducibility of stage will be smaller than 1.5 micrometer.
5. We will update the device control software as well as the 3D editor software to the latest version.
6. The change of the computer is included in the machine upgrade. The control computer will not be connected to the Internet. It is only connected internally with LAN connection to another computer installed at JSI. We will provide remote sessions for at least 7 years.
7. The lithography system will keep its main characteristics after the upgrade.
8. The upgraded system will allow the use of transparent or non-transparent samples with a thickness of between 170 and 1000 µm in a circular, square or rectangular shape.
9. The upgraded system will allow the use of photosensitive resins of different viscosities with a thickness of up to 3 mm.
10. The upgraded system will allow the production of 2D nanometric structures (500 nm lateral resolution) with a pattern width of equal or less than 160 nm on a seamless surface of 300×300μm2.
11. Time to print 10.000 vertical rods of length 5 μm and diameter 1 μm, uniformly distributed over a printing area of 1 x 1 mm2 and using 63 × objective will be shorter than 4 hours.
12. The upgraded system will allow switching from one sample to another automatically. This means that the user should be able to create several lithographed structures on different samples using a single writing program.
13. We will be able to connect remotely to the equipment in order to carry out maintenance and fault detection operations provided the equipment is connected to the internet.
14. We will provide a set of photosensitive resins designed for Laser Lithography. This includes refractive index matched resins for best printing quality, biocompatible materials and a range of optical materials with transparency either for the full visible spectrum or in the telecom-IR. It will provide technical description of chemical processes needed for application, curing and UV curing of polymerized structures after the lithography.
15. After upgrading, the machine will comply with laser safety class 1 in accordance with IEC 60825-1.
16. All parts removed from the system during the upgrade, will remain in the property of JSI.

**OTHER REQUIREMENTS:**

* The equipment will be CE compatible
* All power supplies with 240 V AC, 50/60 Hz
* The system will operate in the electrical grid 220/400 V
* Documentation and manuals will be provided, including procedures to maintain the machine working at the required characteristics
* Price includes delivery charges and transport insurance charges, installation, testing and on-site training of 5 JSI employees in Ljubljana; price should include all travel and lodging costs of the supplier’s crew.
* We provide technical support and service
* We provide technical support and remote help by phone and electronic mail
* Warranty and Out-of-warranty support:
  + Warranty at least 12 months on all parts, excluding consumables
  + Service response time 5 working days after the receipt of a notification
  + Out-of-warranty support, at least 7 years after the purchase date

This statement is an integral part of, and an annex to, the application to the public tender for the **»UPGRADE OF THE EXISTING NANOSCRIBE PHOTONIC PROFESSIONAL – 3D OPTICAL PRINTER WITH 160 NM RESOLUTION «**.

|  |  |  |
| --- | --- | --- |
|  |  | The Bidder: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(signature of the representative)* |

**The Contracting Authority’s note:**

**The applicant must specify the characteristic of the offered goods and write them down on a blank space and submit the suitable prospect, documents, technical reports or the confirmations from the producer of the goods to prove its statements and mark in these prospects the fulfilment of each characteristic.**

**FORM 5**

**7. SAMPLE CONTRACT**

**Jožef Stefan institute**,

Jamova cesta 39,

1000 Ljubljana,

Slovenia

VAT-ID: SI55560822

represented by the Director, prof. dr. Boštjan Zalar, henceforth referred to as “the Client”,

and

          ,(company name)

          , (address)

          ,

VAT-ID:

represented by the director       (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 to 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 JN004832/2021-B01.

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:

**UPGRADE OF THE EXISTING NANOSCRIBE PHOTONIC PROFESSIONAL – 3D OPTICAL PRINTER WITH 160 NM RESOLUTION**

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

Article 2

VALUE OF THE CONTRACT

The value of the above equipment is …….………….. . 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 ………......... after the date of the contract.

The Supplier shall provide, without additional cost to the Client, transportation including transport insurance of the equipment at 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.

The Client shall sign the handover note after the establishing that the correctly delivered equipment has been properly installed and that the Supplier presented to the Client the warranty certificates.

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.

Article 4

PAYMENT TERMS

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

* 40% payment in advance after receipt of the order and signed contract
* 50% payment payable on receipt of Invoice, at the time of delivery
* 10% payment after technical acceptance or 60 days after delivery, whichever comes first

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 3), signed by the authorised representatives of both contracting parties, upon a proper delivery of equipment of adequate quality and quantity.

The Supplier will submit to the Client the following documentation:

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

The documentation should be in Slovene or English.

Article 6

SUPPLIER GUARANTEES AND LIABILITY

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

The Supplier guarantees to the Client:

* that the equipment is new, not used and free of any actual and legal defects;
* that the supplied equipment functions perfectly and that it complies fully with all 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., ……. years following the date of the receipt of the equipment.

During the warrantee period the Supplier shall provide for emergency services responding to the Client by E-mail or telephone within five working day after the receipt of a notification. If a repair service is needed, the Supplier shall provide it typically within 20 working days after the problem has been identified.

Article 7

ELIMINATION OF ERRORS AND SUPPLY OF SPARE PARTS

The Supplier undertakes to eliminate the errors of the delivered goods within the warranty period providing uninterrupted service to its own costs, including transport costs to a specific location. The period of notice is considered to be the time when the message reaches to the supplier at the phone number or e-mail stated in this agreement, provided that it has been awarded by the Client and shall contain at least the necessary data for identification of the goods.

The Supplier commits to provide the suitable 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 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 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 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

FORCE MAJEURE

Under Force Majeure are all incidental and unexpected events, which occur independently of the will of the contract parties and which the contract parties could not predict at the time of conclusion of the contract and in any case affect the performance of the contractual obligations.

In the event of Force Majeure the contract party must notify in writing the other party in cases of force majeure and also of its termination. Besides this the contract party must submit to the other party credible evidence of the existence and duration of the Force Majeure in two days after the Force Majeure occurs or terminate.

Neither of the contract parties is not responsible for the failure to fulfil any of its obligations for the reason that have been out of its control.

Article 11

CONTRACT TERMINATION

[The](javascript:IzberiBesedo2(0,0)) [Client](javascript:IzberiBesedo2(0,1)) may [withdraw](javascript:IzberiBesedo2(0,3)) [from](javascript:IzberiBesedo2(0,4)) [contract](javascript:IzberiBesedo2(0,5)) [without](javascript:IzberiBesedo2(0,6)) [obligation](javascript:IzberiBesedo2(0,7)) [towards](javascript:IzberiBesedo2(0,8)) [the](javascript:IzberiBesedo2(0,9)) [Supplier](javascript:IzberiBesedo2(0,10))[,](javascript:IzberiBesedo2(1,116)) [if](javascript:IzberiBesedo2(1,117)) [the](javascript:IzberiBesedo2(1,118)) [Supplier](javascript:IzberiBesedo2(1,119))[:](javascript:IzberiBesedo2(1,120))

* [does not comply](javascript:IzberiBesedo2(2,220)) [with](javascript:IzberiBesedo2(2,221)) [all](javascript:IzberiBesedo2(2,222)) [requirements](javascript:IzberiBesedo2(2,223)) [of](javascript:IzberiBesedo2(2,224)) [the](javascript:IzberiBesedo2(2,225)) [Client](javascript:IzberiBesedo2(2,226)) [and](javascript:IzberiBesedo2(3,290)) and fails to comply with them[,](javascript:IzberiBesedo2(4,324))
* [increases](javascript:IzberiBesedo2(5,327)) the [prices](javascript:IzberiBesedo2(5,328)) during [validity](javascript:IzberiBesedo2(5,332)) [of](javascript:IzberiBesedo2(5,333)) the [contract](javascript:IzberiBesedo2(5,334))[,](javascript:IzberiBesedo2(6,425))
* does not carry out the subject of the contract in the agreed quality or within the agreed deadlines,
* does not fulfill all of its obligations under the contract,[,](javascript:IzberiBesedo2(10,652))
* in other cases and in the extent specified in this contract.

The Contracting Authority will notify the supplier of the withdrawal with a withdrawal statement sent by registered mail. Withdrawal from the contract is valid from the date of receipt of written notice of withdrawal if the contracting authority does not write in the statement a later date of termination of the contract. If the supplier of the consignment cannot be served with a resignation statement for any reason, the contract shall expire on the day when the consignment was delivered by 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 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 with the registered mail by post.

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

Article 12

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 the competent Court has established with a final decision that the Suppler or his 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 had established that the Supplier or his Subcontractor has at the time of the contract infringed at least two infringement in relation to:
* 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

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 six months or if the Supplier acts with the Subcontractor, even if the Supplier does not replace or replace this subcontractor due to the established violation with the Subcontractor, in a manner determined in accordance with Article 94 of the ZJN-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 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 13

AUDITS OF EUROPEAN INSTITUTIONS

The Contractor expressly undertakes to allow and enable the European Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) to exercise their rights under Articles 22 and 23 of the LOGOS Project Grant Agreement, No. 884928 of 12/10/2020 (Appendix 1), concluded between the European Commission and the Contracting Authority (hereinafter referred to as the “GA”), in case the present agreement concerns the implementation of activities under the said project.

In case the Contractor breaches any commitment under the present agreement or the GA, the Contractor undertakes to reimburse to the Contracting Authority all the expenses (i.e. all received payments including statutory interests) that the European Commission imposes on the Contracting Authority as a result of the Contractor’s breach.

Article 14

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: |  | SUPPLIER |
| Jožef Stefan Institute |  |  |
| **Director:** |  | **Director:** |
|  |  |  |
| Prof. Dr. Boštjan Zalar |  |  |
|  |  |  |
| Date: |  | Date: |

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

|  |  |  |
| --- | --- | --- |
|  |  | The bidder: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(signature of the representative)* |

**Appendix 1: Article 22 and Article 23 of Grant Agreement number: 884928 —**

**LOGOS — ERC-2019-ADG**

H2020 ERC MGA — Multi: v5

Associated with document Ref. Ares(2020)5414695 - 12/10/2020

**ARTICLE 22 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS**

**22.1 Checks, reviews and audits by the Agency and the Commission**

**22.1.1 Right to carry out checks**

The Agency or the Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose the Agency or the Commission may be assisted by external persons or bodies. The Agency or the Commission may also request additional information in accordance with Article 17. The Agency or the Commission may request beneficiaries to provide such information to it directly.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

**22.1.2 Right to carry out reviews**

The Agency or the Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports), compliance with the obligations under the Agreement and continued scientific or technological relevance of the action.

Reviews may be started up to two years after the payment of the balance. They will be formally notified to the principal beneficiary or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Articles 10 to 16), the beneficiary concerned must inform the third party.

The Agency or the Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the principal beneficiary or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The principal beneficiary or beneficiary concerned must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The Agency or the Commission may request beneficiaries to provide such information to it directly.

The principal beneficiary or beneficiary concerned may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a ‘**review report**’ will be drawn up.

The Agency or the Commission will formally notify the review report to the principal beneficiary or beneficiary concerned, which has 30 days to formally notify observations (‘**contradictory review procedure**’).

Reviews (including review reports) are in the language of the Agreement.

**22.1.3 Right to carry out audits**

The Agency or the Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started up to two years after the payment of the balance. They will be formally notified to the principal beneficiary or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Articles 10 to 16), the beneficiary concerned must inform the third party.

The Agency or the Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the principal beneficiary or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The principal beneficiary or beneficiary concerned must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. The Agency or the Commission may request beneficiaries to provide such information to it directly.

For **on-the-spot** audits, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a ‘**draft audit report**’ will be drawn up.

The Agency or the Commission will formally notify the draft audit report to the principal beneficiary or beneficiary concerned, which has 30 days to formally notify observations (‘**contradictory audit procedure**’). This period may be extended by the Agency or the Commission in justified cases.

The ‘**final audit report**’ will take into account observations by the principal beneficiary or beneficiary concerned. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Agreement.

The Agency or the Commission may also access the beneficiaries’ statutory records for the periodical assessment of unit costs or flat-rate amounts.

**22.2 Investigations by the European Anti-Fraud Office (OLAF)**

Under Regulations No 883/20131212 and No 2185/961313 (and in accordance with their provisions and

procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

**22.3 Checks and audits by the European Court of Auditors (ECA)**

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/20121414, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

**22.4 Checks, reviews, audits and investigations for international organisations**

Not applicable

**22.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings**

**22.5.1 Findings in this grant**

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 55).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions (‘**extension of findings from this grant to other grants**’).

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

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

12 Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013

concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).

13 Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

14 Regulation (EU,Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC,Euratom) No 1605/2002 (OJ L 298, 26.10.2012,p.1).

**22.5.2 Findings in other grants**

The Agency or the Commission may extend findings from other grants to this grant (‘**extension of**

**findings from other grants to this grant**’), if:

(a) the beneficiary concerned is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and

(b) those findings are formally notified to the beneficiary concerned — together with the list of

grants affected by the findings — no later than two years after the payment of the balance of

this grant.

The extension of findings may lead to the rejection of costs (see Article 42), reduction of the grant

(see Article 43), recovery of undue amounts (see Article 44), suspension of payments (see Article 48),

suspension of the action implementation (see Article 49) or termination (see Article 50).

**22.5.3 Procedure**

The Agency or the Commission will formally notify the beneficiary concerned the systemic or

recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

22.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

(a) an invitation to submit observations on the list of grants affected by the findings;

(b) the request to submit **revised financial statements** for all grants affected;

(c) the **correction rate for extrapolation** established by the Agency or the Commission on the

basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the beneficiary

concerned:

(i) considers that the submission of revised financial statements is not possible or practicable

or

(ii) does not submit revised financial statements.

The beneficiary concerned has 90 days from receiving notification to submit observations, revised

financial statements or to propose a duly substantiated **alternative correction method**. This period

may be extended by the Agency or the Commission in justified cases.

The Agency or the Commission may then start a rejection procedure in accordance with Article 42,

on the basis of:

- the revised financial statements, if approved;

- the proposed alternative correction method, if accepted

or

- the initially notified correction rate for extrapolation, if it does not receive any observations

or revised financial statements, does not accept the observations or the proposed alternative

correction method or does not approve the revised financial statements.

22.5.3.2 If the findings concern **substantial errors**, **irregularities or fraud** or **serious breach of**

**obligations**: the formal notification will include:

(a) an invitation to submit observations on the list of grants affected by the findings and

(b) the flat-rate the Agency or the Commission intends to apply according to the principle of

proportionality.

The beneficiary concerned has 90 days from receiving notification to submit observations or to

propose a duly substantiated alternative flat-rate.

The Agency or the Commission may then start a reduction procedure in accordance with Article 43,

on the basis of:

- the proposed alternative flat-rate, if accepted

or

- the initially notified flat-rate, if it does not receive any observations or does not accept the

observations or the proposed alternative flat-rate.

**22.6 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs

will be ineligible (see Article 6) and will be rejected (see Article 42).

Such breaches may also lead to any of the other measures described in Chapter 6.

**ARTICLE 23 — EVALUATION OF THE IMPACT OF THE ACTION**

**23.1 Right to evaluate the impact of the action**

The Agency or the Commission may carry out interim and final evaluations of the impact of the action

measured against the objective of the EU programme.

Evaluations may be started during implementation of the action and up to five years after the payment

of the balance. The evaluation is considered to start on the date of the formal notification to the principal beneficiary or beneficiaries.

The Agency or the Commission may make these evaluations directly (using its own staff) or indirectly

(using external bodies or persons it has authorised to do so).

The principal beneficiary or beneficiaries must provide any information relevant to evaluate the impact

of the action, including information in electronic format.

**23.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the Agency may apply the measures

described in Chapter 6.

**SECTION 3 RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND AND RESULTS**

**SUBSECTION 1 GENERAL**

**ARTICLE 23a — MANAGEMENT OF INTELLECTUAL PROPERTY**

**23a.1 Obligation to take measures to implement the Commission Recommendation on the**

**management of intellectual property in knowledge transfer activities**

Beneficiaries that are universities or other public research organisations must take measures to

implement the principles set out in Points 1 and 2 of the Code of Practice annexed to the Commission

Recommendation on the management of intellectual property in knowledge transfer activities15.

This does not change the obligations set out in Subsections 2 and 3 of this Section.

The beneficiaries must ensure that researchers and third parties involved in the action are aware of

them.

15 Commission Recommendation C(2008) 1329 of 10.4.2008 on the management of intellectual property in knowledge transfer activities and the Code of Practice for universities and other public research institutions attached to this recommendation.

**23a.2 Consequences of non-compliance**

If a beneficiary breaches its obligations under this Article, the Agency may apply any of the measures

described in Chapter 6.

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

**Details obout the Contracting Authority/the tender**

|  |  |
| --- | --- |
| The Contracting Authority | **Jožef Stefan INSTITUTE**  Jamova cesta 39,  1000 Ljubljana, Slovenia |
| The code of the tender | **JN004832/2021-B01** |
| Subject of the tender | **UPGRADE OF THE EXISTING NANOSCRIBE PHOTONIC PROFESSIONAL – 3D OPTICAL PRINTER WITH 160 NM RESOLUTION** |

**Details obout the Bidder**

|  |  |
| --- | --- |
| Name of the Bidder: |  |
| VAT identification number: |  |
| Legal representative of the Bidder: |  |

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name and surname** | **Permanent address** | **Share of ownership in %** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| … |  |  |  |

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

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

the legal person being owned by the following natural persons:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name and surname** | **Permanent address** | **Share of ownership in %** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| … |  |  |  |

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

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

is in mutual relationsjip with the following legal person:

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

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

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

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

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

|  |  |  |
| --- | --- | --- |
|  |  | Name and surname of the legal representative: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(signature of the legal representative)* |

**Appendix 3: Acceptance certificate for**

**»UPGRADE OF THE EXISTING NANOSCRIBE PHOTONIC PROFESSIONAL – 3D OPTICAL PRINTER WITH 160 NM RESOLUTION«**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Following Delivery note Nr. |  | of |  | herewith we issue : |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **FINAL ACCEPTANCE CERTIFICATE** | | \* No. | |  | |
|  | place: | |  | |
|  | date: | |  | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Type of purchasing: | |  | | Service | |  | | Material | **X** | Equipment | | | |  | Construction |
|  | |  | |  | |  | |  |  |  | | | |  |  |
| Delivery method: | **x** | | Supplier | |  | | JSI arrangement: | | | |  | Other: |  | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Nr.** | **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 | Allthe 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:

|  |
| --- |
| \* Additional final acceptance criteria enclosed. |
|  |
|  |

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

|  |  |  |
| --- | --- | --- |
| The Supplier: |  | Institut “Jožef Stefan” |
|  |  |  |
| *(name and surname of the supplie’s representativer)* |  | *(name and surname of the responsible for the equipment)* | |

**ADDITIONAL FINAL ACCEPTANCE CRITERIA:**

For Mode #2 of operation of the upgraded system the following 2D and 3D structures will be printed and measured using SEM microscope:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Objective | Structure | Speed (mm/s) | Area without stitching (µm2) | Total possible area including stitching (μm2) | Lateral resolution (nm) | Axial resolution (nm) | Min. Lateral Feature size (nm) |
| 63x | Woodpile | 10 | 140 × 140 | 280 × 280 | 800 | 1500 | < 200 |
| 63x | Lines | 10 | 140 × 140 |  | 500 | - | <160 |
| 25x | 3D | 100 | 285 × 285 |  | - | - | - |