

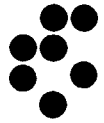
PUBLIC-TENDER DOCUMENTATION
for the provision of

»ELECTRON ENERGY-LOSS SPECTROMETER«

IN AN OPEN PROCEDURE

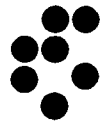
Internal reference number of the public tender: JN35/2015

Ljubljana, July 2015



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1. INVITATION TO TENDER

The contracting authority **Jožef Stefan Institute**, Jamova 39, 1000 Ljubljana, tax number SI55560822, registration number 5051606, bank account number 01100-6030344242 registered with the Public Payments Administration of the Republic of Slovenia, Ljubljana, published a notification about a public procurement (hereafter referred to as the call for tender), the subject of the call being »**ELECTRON ENERGY-LOSS SPECTROMETER**« at the Public-Procurement Portal on 22 July 2015 under the code **JN4959/2015**, in an open procedure carried out in line with **Article 25** of the Public Procurement Act (the Official Gazette of the Republic of Slovenia, Nos. 12/2013-UPB5 and 19/2014; hereafter referred to as PPA-2).

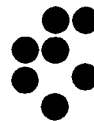
We invite you to submit your bid for this tender in accordance with the instructions for bidding.

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 the tenders, the contracting authority may amend the tender documents. The contracting authority shall make all the amendments to the tender documentation six 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.

Ljubljana, July 2015

Institut »Jožef Stefan«



2. INSTRUCTIONS FOR THE BIDDERS

2.1 THE CONTRACTING AUTHORITY

JOŽEF STEFAN INSTITUTE is inviting all interested bidders to submit their bids in line with the tender documentation.

2.2 THE CODE AND SUBJECT OF THE PUBLIC TENDER

Internal reference No.: **JN35/15**

Subject:»**ELECTRON ENERGY-LOSS SPECTROMETER**«

2.3 IMPLEMENTATION OF THE TENDER

In line with Article 25 this public procurement shall be carried out 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.

In line with Article 80 of PPA-2, the awarding authority may, at any time prior to the opening of the bids, stop the tendering procedure.

2.4 ACCESS TO THE TENDER DOCUMENTATION

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

2.5 THE BIDDING PROCEDURE

Any individual or legal entity registered for the service that is the subject of this tender and has all the permits required for carrying out this service can submit a bid to this tender.

2.6 THE LANGUAGE OF THE BIDS

The bidders should submit their bids in Slovene or English.

2.7. PREPARATION OF THE BIDS

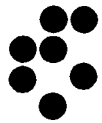
To prepare their bids, the bidders should give all the details required with the attached specification. The bids should be valid at least 90 days from the deadline for submission of the bids.

2.8. INSURANCE FOR SERIOUSNESS OF THE APPLICATION

Submission of Tender Bond is demanded for the seriousness of the application in amount of 12.000,00 EUR. Validity of the bank warranty is 120 days from the deadline for submission of applications.

In case the offer does not contain the demanded Tender Bond or the latter is not in accordance with the requirements of contract documents or with sample of warranty for the seriousness of the application, the Contract Authority will eliminate application from further procedure as incomplete.

Bank warranty has to be unconditional and realized on the first call in next cases:



- A. if applicant withdraws or changes application in the period of its validity, which is stated in the offer or
- B. if applicant, who was in the time of validity of the application notified by the Contract Authority that the Contract Authority accepts his offer:
 - does not complete or rejects the conclusion of the contract in accordance with the instructional clauses to the applicants or
 - does not submit or rejects the submission of bank warranty for good performance of contractual obligations in accordance with the instructional clauses to the applicants.

Submitted insurances for seriousness of the application will be given back to the unselected applicants after the finality of the public procurement notification.

The Contract Authority has the right to realize the insurance for seriousness of the application in accordance with provisions of the sample Tender Bond and Sample Contract, which are the integral part of these contract documents.

2.9 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.

All the partners in a group have to meet the conditions for the recognition of their competencies with respect to their legal statuses – FORMS 4.1 and 4.2. The compliance with the other contracting authority's conditions for the recognition of competencies shall be examined collectively for the entire group of partners.

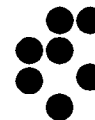
When appropriate, the bidder can, in the case of individual orders, refer to the capacities of another partner, irrespective of the legal nature of the bidder's relation with this partner. In such a case the bidder has to submit, to the awarding authority, a proof of having sufficient funds needed for the completion of the contract. This proof can be a written agreement made for this purpose, giving also the name of the legal entity responsible for communicating with the awarding authority.

2.10 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 the third party, namely, a subcontractor. The definition of a subcontractor is given in point 15a of the first paragraph of Article 2 of the Public Procurement Act (PPA-2).

A subcontractor cannot be a business entity that operates as a company associated with the main contractor in line with the law governing companies. In such a case, direct payments shall be made to the subcontractor, a legal entity or individual that is actually providing, for the company associated with the selected contractor, the goods or services required by the public contract. The selected contractor has to make a contract with this subcontractor, determining the responsibilities and the rights associated with the public contract.

The details about the subcontractor and the services to be carried out by the subcontractor, its amount, value, place and deadline are the mandatory elements of this framework contract, while



direct payments to subcontractors are made in line with PPA-2. The bidder carrying out the contract with one or more subcontractors has to have contract(s) with the subcontractor(s) made at the time of making the bidder's contract with the contracting authority or during the period of this contract in line with point 9 of Article 71 of PPA-2. A subcontractor has to submit a copy of such a contract made with its client (the bidder) to the contracting authority in five days after the conclusion of this contract.

In a public procurement contract, whose implementation is partially or wholly transferred to subcontractors, the main contractor shall authorize the contracting authority to make direct payments to a subcontractor on the basis of the subcontractor's invoice, previously approved of by the main contractor, or on the basis of some other proof of the completion of a service. On the other hand, the subcontractor is obliged to give its consent to direct payments. Deadlines for the payments made to the main contractor and its subcontractors are the same.

2.11 COMPLETION OF THE BID

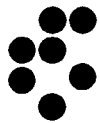
A complete bid consists of the following forms submitted in the following order:

- details about the bidder – **FORM 1**
- statement – **FORM 2**
- pro-forma invoice – **FORM 3**
- forms for establishing the capacities of a bidder – **FORMS 4.1 to 4.8** together with the attached proofs of fulfilling the conditions
- the completed, signed and stamped sample contract initialled on each page – **FORM 5**

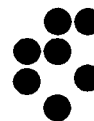
These documents have to be put together in the above order (they can be photocopies), tied together with a string and sealed in such a way that individual sheets or attachments cannot be added, taken away or replaced at a later stage. The submitted forms have to be signed and stamped. The entire documentation has to be printed and signed by the person authorised to represent the bidder.

2.12 CONDITIONS FOR THE RECOGNITION OF THE CAPACITIES OF A BIDDER:

1.	The bidder has not been convicted of the offences determined in the 1 st paragraph of Article 42 of PPA-2. The proof: Statement of the bidder's authorised person relating to the offences from the 1 st paragraph of Article 42 of PPA-2, and an authorisation enabling the awarding authority to obtain data from the criminal records – FORM 4.1
2.	The bidder's legal representative (as an individual) has not been convicted of the offences determined in the 1 st paragraph of Article 42 of PPA-2. The proof: Statement of the bidder's legal representative relating to the offences from the 1 st paragraph of Article 42 of PPA and an authorisation enabling the awarding authority to obtain data from the criminal records of individuals – FORM 4.2
	A JOINT BID
3.	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.



	<p>All the partners in a group have to meet the conditions for the recognition of their competencies with respect to their legal statuses – FORMS 4.1 and 4.2. The compliance with the other contracting authority's conditions for the recognition of competencies shall be examined collectively for the entire group of partners.</p> <p>When appropriate, the bidder can, in the case of individual orders, refer to the capacities of another partner, irrespective of the legal nature of the bidder's relation with this partner. In such a case the bidder has to submit, to the awarding authority, a proof of having sufficient funds needed for the completion of the contract. This proof can be a written agreement made for this purpose, giving also the name of the legal entity responsible for communicating with the awarding authority.</p> <p>The proof: Details about the partners in the case of a joint bid – FORM 4.3 (the form needs to be filled in and submitted also in the case when you bid independently).</p>
	<p>A BID INVOLVING SUBCONTRACTORS</p>
<p>4.</p>	<p>In a subcontracting relationship the main contractor transfers the execution of the whole or a part of the awarded public contract to the third party, namely, a subcontractor. The definition of a subcontractor is given in point 15a of the 1st paragraph of Article 2 of PPA-2.</p> <p>A subcontractor cannot be a business entity that operates as a company associated with the main contractor in line with the law governing companies. In such a case, direct payments shall be made to the subcontractor, a legal entity or individual that is actually providing, for the company associated with the selected contractor, the goods or services required by the public contract. The selected contractor has to make a contract with this subcontractor, determining the responsibilities and the rights associated with the public contract.</p> <p>The details about the subcontractor, the services to be carried out by the subcontractor, its amount, value, place and deadline are the mandatory elements of this framework contract, while direct payments to subcontractors are necessary in line with PPA-2. The bidder carrying out the contract with one or more subcontractors has to have contract(s) with the subcontractor(s) made at the time of making the bidder's contract with the contracting authority or during the period of this contract in line with point 9 of Article 71 of PPA-2. A subcontractor has to submit a copy of such a contract made with its client (the bidder) to the contracting authority in five days after the conclusion of this contract.</p> <p>In a public procurement contract, whose implementation is partially or wholly transferred to subcontractors, the main contractor shall authorize the contracting authority to make direct payments to a subcontractor on the basis of the subcontractor's invoice, previously approved of by the main contractor, or on the basis of some other proof of the completion of a service. On the other hand, the subcontractor is obliged to give its consent to direct payments. Deadlines for the payments made to the main contractor and its subcontractors are the same.</p> <p>Each subcontractor has to meet the conditions for the recognition of the capacities with respect to its legal status – FORMS 4.1 and 4.2. Each subcontractor has to submit its consent to direct payments, on the basis of which the contracting authority shall make the payments to the subcontractor instead of the bidder (FORM 4.7) and also send a copy of the contract with its client (the bidder) within five days of the conclusion of this contract. In addition, on the day when the bid is submitted, the subcontractor should not be liable for 50 euros or more of overdue, outstanding payables for social-security contributions or taxes.</p> <p>If the bidder intends to involve subcontractors in the realisation of the contract, the following forms have to be included in the bid:</p> <p>The proofs:</p> <ul style="list-style-type: none"> • List of subcontractors/Statement on acting independently – FORM 4.4 (this form needs to be filled in and submitted even when you act independently) • Statement of compliance with the conditions for each subcontractor – FORM 4.5 • Authorisation of the bidder regarding direct payments made to the subcontractor by the contracting authority on the basis of an approved invoice – FORM 4.6 • Consent of the subcontractor, on the basis of which the contracting authority shall make the payments to the subcontractor(s) – FORM 4.7
<p>5.</p>	<p>The bidder submits a Tender Bond for seriousness of the application in amount of 12.000,00 euros without the VAT.</p> <p>The proof: Tender Bond – FORM 4.8</p>



In all cases 1 copy of a proof is sufficient, even when a particular proof is mentioned several times!

With respect to all the above documents, which can be submitted as photocopies, the contracting authority can, at a later stage, request the original copies that the bidder has to submit for viewing to the contracting authority in a period of 3 days. Irrespective of the required age of the documents, they have to disclose the status of the bidder that is legally relevant with respect to the conditions on the day of submitting the bid.

The contracting authority 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 the prices have to be expressed in euros, covering all the costs for the realisation of the relevant public contract. The final price has to include all its constituent elements. The VAT has to be indicated separately (for the bidders from Slovenia).

In its pro-forma invoice a bidder enters prices for individual items in euros, with a maximum of two decimal places. If a bidder fails to enter the price, it is assumed that the price is zero (0) euro. The bidder may not later change the pro-forma invoice.

In the case that the contracting authority finds obvious calculation errors when reviewing and assessing the bids, it will act in accordance with the 4th paragraph of Article 78 of the PPA-2.

2.14 PROCEDURES AND THE MODE OF ASSESSING THE BIDS:

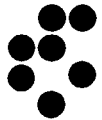
The selection board will classify the timely received bids in line with the criteria, verify and eliminate calculation errors and check whether the bid assessed as the most favourable one is complete.

Late and incorrectly marked bids shall be excluded from the further procedure and returned to the senders without having been opened. When assessing the bids, the contracting authority's selection board shall consider suitability on the basis of the tender specifications. The contracting authority shall exclude a bid in the case when a bidder has submitted false or incorrect details. If a bid has not been presented in the way stipulated by the tender specifications, the contracting authority has the right to exclude it from the subsequent procedure. **Variants** are not permitted.

2.15 CRITERIA FOR ASSESSING AND EVALUATING THE BIDS:

The single criterion for selecting the most favourable bidder is the lowest price.

In the case when two or more bidders offer the same lowest price, the bidder with the shorter delivery time shall be selected. In the case of the bidders with the same delivery time, the bidder that submitted the bid earlier shall 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.

The contracting authority shall not answer queries over the phone.

2.17 DEADLINES FOR ANSWERING THE QUERIES ABOUT THE TENDER DOCUMENTATION

The queries about the tender documentation or any other query about the call for tender placed through the Public-Procurement Portal by **10.00 am on 3 September 2015** shall be considered as timely. After this time, the contracting authority shall not answer any queries about the tender.

2.18 SUBMISSION AND DELIVERY OF THE BID:

A bidder shall fill in the form included in ANNEX 2 – **SUBMISSION OF THE BID**, entering all the required details, and stick the form on the envelope in which the bid shall be sent off.

Address for the submission of the bids: **Institut "Jožef Stefan"**
VLOŽIŠČE
Jamova cesta 39
SI-1000 Ljubljana
Slovenija

The timely submitted bids will be those delivered by **11.00 am on 10 September 2015** or sent by post as registered mail with acknowledgement of receipt and received by the contracting authority by the above date.

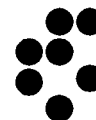
2.19 PREPARATION AND MARKING OF THE BID

The bidding documentation has to be typed or written with a legible and indelible writing. All the documents have to be tied together with a string and sealed in such a way that they cannot be taken away, except for the form included in ANNEX 2 – **SUBMISSION OF THE BID**, that the bidder shall stick to the envelope. If the bidding documents are not tied with a string, the contracting authority shall tie them during the opening of the bids.

It is desirable that the bidder submits the bidding documentation in a folder of a size suitable for the documents and in such a way that individual sections are separated by ordinary sheets or cardboard sheets with individual headings of the sections or the numbers of the sections written on them. In the case when a bidder submits the bid in several folders, these should be marked with serial numbers. In the case of a joint bid or a bid with a subcontractor, the bidder should first file its own individual documents, followed by the documents of the other bidder involved in the joint bid or the documents of the subcontractor (e.g., first the statement of the bidder, then the statement of the subcontractor, etc.).

The bidder has to put the bidding documentation in an envelope, i.e., in packaging of an appropriate size. A filled in form from ANNEX 2 – **SUBMISSION OF THE BID** – should be stuck to the envelope.

The bidder should prepare one copy of the tender documentation including the forms and the required annexes.



2.20 THE PUBLIC OPENING OF THE BIDS

The public opening of the bids will be held on **10 September 2015 at 12:00** at the **JOŽEF STEFAN INSTITUTE**, Jamova cesta 39, Ljubljana – in the conference room.

The representatives wishing to be present at the opening, have to present a letter authorising them to attend the event to the selection board prior to the opening of the bids.

2.21 VALIDITY OF THE BID

The bid has to be valid at least 90 days from the date for submission of the bid.

2.22 LEGAL INSTRUCTION:

Legal protection of the bidders, the contracting authority and the public interest in the procedure of awarding the concerned public contract is governed by the Legal Protection in Public Procurement Procedures Act (the Official Gazette of the Republic of Slovenia, Nos. 43/2011, 63/2013; hereafter referred to as LPPPPA).

A request for revision of the call for tender and/or the tender documentation, except in the case from the 4th paragraph of Article 25 of LPPPPA, may be filed in eight working days from the date of publication of the call for tender or a notification of additional information, the information about an incomplete procedure or a rectification amending the conditions or criteria for selecting the most favourable bidder from the tender documentation, or a previously published notification about the tender, but not after the deadline for the receipt of the bids.

A request for legal protection relating to the published call for tender or tender documentation is not possible if the concerned bidder or any other bidder could have notified the contracting authority, through the Public-Procurement Portal, about an alleged violation but did not use this option. It is considered that the concerned bidder or any other bidder could have drawn attention to the alleged violation if, during the public tendering, the notification about the tender, on the basis of which the bidders submit their bids, was published on the Public-Procurement Portal.

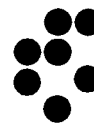
The applicant shall pay a tax of 3,500.00 euros to the bank account of the Ministry of Finance, No. SI56 0110 0100 0358 802, opened at the Bank of Slovenia, Slovenska 35, 1505 Ljubljana, Slovenia, SWIFT CODE: BS LJ SI 2X; IBAN: SI56011001000358802 – a tax for a revision of public procurement. A request for revision shall be filed in writing directly with the contracting authority, sent by post as registered mail, or sent off as registered mail with an acknowledgement of receipt, or electronically in line with the 1st paragraph of Article 24 of LPPPPA. At the same time the applicant for revision shall send a copy of the revision request also to the ministry responsible for finance.

2.23 WARNING – TERMINATION OF THE AWARDING PROCEDURE

If the procedure is stopped due to a request for revision, none of the parties is allowed to carry out any actions that would make the cancellation, or the change, of the decision concerning the selected bidder difficult, or would affect the impartiality of the selection board.

2.24 CONTRACT-AWARD NOTICE

After adopting the report on awarding the public contract, the contracting authority shall send, in line with the provisions of Article 79 of PPA-2, its decision on awarding the public contract to all the bidders. A refused bidder can submit, to the contracting authority, a request for an additional explanation regarding the decision on awarding a public contract. This request has to clearly state which issues should be additionally explained by the contracting authority, and it should be submitted within three working days of the receipt of the notification regarding the contracting authority's decision. If the bidder's request is not filed in due time, if it is incomplete, or if the conditions for filing such a request are not fulfilled the contracting authority shall dismiss the



request. The contracting authority has to send the requested additional explanation regarding its decision, or a notification of the dismissal of the request, to the concerned bidder within three working days of the receipt of the request. The bidder may not exercise the right to file a request for additional explanation in order to gain additional time needed for enforcing legal protection within the public-procurement procedure. When the contracting authority makes a new decision on awarding the contract in line with the 5th paragraph of Article 79 of PPA-2, the period in which legal protection can be enforced begins on the day of the receipt of the new decision on awarding the contract. The decision on awarding the contract becomes final on the day when legal protection regarding this decision can no longer be initiated.

When sending out the contract-award notice, the contracting authority shall also invite the selected bidder to sign the contract in line with the specifications of the bid. If the selected bidder does not respond to this invitation (within 8 working days of the receipt of the contract-award notice), it shall be considered that the bidder withdrew from the bidding procedure. In this case the contracting authority shall redeem the Tender Bond irrespective of the bidder's reasons for withdrawal.

2.25 SIGNING OF THE CONTRACT

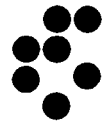
In line with the 6th paragraph of Article 14 of the Integrity and Prevention of Corruption Act (the Official Gazette of the Republic of Slovenia, Nos. 45/10, 26/11 and 43/11; ZIntPK), the selected bidder is obliged to submit, prior to signing the contract and at the request of the Jožef Stefan Institute,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

In line with point 13 of Article 71 of PPA-2, 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 selected bidder shall sign the contract within 8 working days of the receipt of the contract signed by the contracting authority.

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



3. TECHNICAL DESCRIPTION AND SPECIFICATIONS OF THE EQUIPMENT

The subject of the public tender is state of the art **bottom-mounted imaging filter** with EELS, spectrum imaging (SI) and energy-filtered TEM imaging (EFTEM) capabilities and following minimum requirements, considered at 200 kV operating voltage, if not stated otherwise:

A) ITEM REQUIREMENTS AND TECHNICAL SPECIFICATIONS

- dodecapole-based optics that allows low image distortions and high energy resolution
- electrostatic shutter (1 μ s)
- 2.5 mm and 5 mm entrance apertures
- Energy field of view of min 2000 eV
- Integrated bright field (BF) and dark field (DF) detectors
- dual speed CCD camera readout for low noise imaging and high-speed viewing from the same detector
- 2 keV fast spectrum offset
- Spectral rate of 1000 spectra/second with 1x128 binning
- slit width from 2 eV to 100 eV
- mask image distortion 0.5% RMS
- maximum mask image distortion of 0.75%
- maximum non-isochromaticity of 2.0 eV
- residual energy variation 0.5 eV RMS
- chromatic distortion of 0.25% over 50 eV RMS
- maximum chromatic distortion of 0.5% over 50 eV
- 2048 eV maximum range on detector
- 2048 maximum spectrum channels
- filter resolution of 0.10 eV at zero-loss
- filter resolution of 0.11 eV at 500 eV loss
- filter thermal energy drift coefficient of 0.3eV/°C
- High-speed 2 kV VSM
- External scan switch
- High-speed spectrum imaging upgrade
- 2kV high-speed spectrum offset module

The imaging filter has to possess all necessary hardware and software needed to perform following acquisition and analysis techniques:

- STEM spectrum imaging capability with high-speed spectrum imaging option (1000 spectra/second)
- Simultaneous zero-loss and core-loss acquisition
- EFTEM mapping capability

In case the simultaneous EDS/EELS acquisition is not incorporated into standard microscope acquisition software, the option of EDS acquisition and analysis should be offered.

Additional imaging filter alignments corresponding to the high-tension alignments, i.e. 80, 120, and 200 kV for 200 kV TEM

Appropriate software with specimen drift compensation routine which enables quick and user-friendly acquisition and processing of the EELS, SI, and EFTEM results. At least one full-functionality off-line version should be included.

B) SERVICE AND MAINTAINANCE

Full coverage service contract for at least 8 (osem) years including:

- all parts and labour for the electron energy-loss spectrometer included in the offer
- 2 preventative maintenance visits per year
- response time of max 120 hours
- list of excluded consumables along with corresponding prices

OTHER REQUIREMENTS:

- Delivery date: 30 – 60 days from signing the contract



4. DECLARATION OF COMPLIANCE WITH THE CONDITIONS

The bidder:

Name:

Address:

VAT identification number:

Registration Nr.:

Name of the Register Court:

Acting as a bidder, we declare that:

- we accept all the requirements from the tender documentation;
- we are licensed to provide the service that is the subject of this tender;
- neither the law nor any other regulation forbids us to make a contract, whose subject is the service tendered with this public procedure;
- on the day that is deadline for submitting a bid, we are not listed in the register of bidders with negative references from Article 77a of the Public Procurement Act (PPA-2);
- we have never been convicted by a final judgement in any country for an offence arising from our professional misconduct;
- we have never committed any serious breach of the professional code;
- we are not subject to a compulsory settlement, bankruptcy or forced termination, or any other similar procedure that would lead to the closure of our activities;
- when providing information in line with the provisions of Articles 41 to 49 of PPA-2, within this or any other previous procedure, we never intentionally gave misleading information nor failed to give the required information;
- we do not have 50 EUR or more overdue, unpaid obligations regarding the payment of social security contributions or the payment of taxes in accordance with the statutory provisions of the country where the Bidder has its head office or the provisions of the country of the Contracting Authority, settled on the day of submission the bid;
- we have paid and fulfilled all our obligations due to our subcontractors in previous public procurement procedures;
- all the details included in our bid are correct and that the attached photocopies correspond to the originals;
- we assure technical support by our qualified personnel;

and are giving the following

C O N S E N T

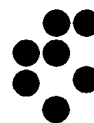
The undersigned agrees that the Jožef Stefan Institute may, as part of the awarding procedure, obtain the data from the official records needed for checking the fulfilment of the requirements from the tender documentation relating to the ELECTRON ENERGY-LOSS SPECTROMETER.

The bidder:

.....
(place, date)

.....
(stamp)

.....
(signature of the representative)



5. 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:	
Number of the entry in the register of companies:	
Person responsible for signing the contract:	

The bidder:

(place, date)

(stamp)

(signature of the representative)



6. BID

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: _____

JOŽEF STEFAN INSTITUTE

Jamova cesta 39
 1000 Ljubljana

BID No. _____
 Place: _____
 Date: _____

On the basis of the invitation to tender No. **05900/2015** we are pleased to submit the following bid:

Type of purchasing: Service Material Equipment Construction

No.	Description of the goods	Quantity	Price	Discount %	Value
1	ELECTRON ENERGY-LOSS SPECTROMETER	1 Set			

TOTAL	
DISCOUNT	
VALUE without VAT (EUR)	

Payment terms: 50% payable on signing the contract
 50% till 31.01.2016

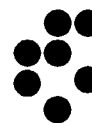
Validity of the bid: _____

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.

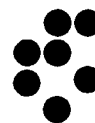
The bidder:

 (signature of the representative)
 (name and surname)



7. FORMS FOR ESTABLISHING THE CAPACITIES OF A BIDDER

- FORM 4.1 – Statement regarding criminal offences, relating to legal entities, and the authorisation for obtaining the data from the criminal records
- FORM 4.2 – Statement of the bidder's legal representative regarding criminal offences, relating to an individual, and the authorisation for obtaining data from the criminal records
- FORM 4.3 – General data concerning the bidder/consortium
- FORM 4.4 – List of subcontractors/Statement of acting independently
- FORM 4.5 – Statement of compliance with the conditions for a subcontractor
- FORM 4.6 – Authorisation of the main contractor/the bidder
- FORM 4.7 – Consent of the subcontractor
- FORM 4.8 – Tender Bond



STATEMENT REGARDING CRIMINAL OFFENCES FROM THE 1st PARAGRAPH OF ARTICLE 42 OF PPA-2, RELATING TO LEGAL ENTITIES, AND THE AUTHORISATION FOR OBTAINING THE DATA FROM THE CRIMINAL RECORDS

Under criminal and material accountability, we hereby declare that our company has never been convicted of the following criminal offences determined in the 1st paragraph of Article 42 of PPA-2.

We also give the following

AUTHORISATION

The undersigned authorises the Jožef Stefan Institute to obtain a statement from the Ministry of Justice relating to the criminal-record data for the purpose of checking the fulfilment of the requirements of the public tender for the ELECTRON ENERGY-LOSS SPECTROMETER.

Full name of the company:

.....

Address of the company:

.....

Municipality where the company is established:

.....

Entry number from the register of companies:

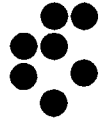
.....

The bidder:

.....
(place, date)

(stamp)

.....
(signature of the representative)



**STATEMENT OF THE LEGAL REPRESENTATIVE REGARDING
CRIMINAL OFFENCES FROM THE 1st AND 2nd PARAGRAPHS OF
ARTICLE 42 OF PPA-2, RELATING TO AN INDIVIDUAL, AND THE
AUTHORISATION FOR OBTAINING THE DATA FROM THE CRIMINAL
RECORDS**

Under criminal and material accountability, I hereby declare that I have never been convicted of any of the following criminal offences, determined in the 1st paragraph of Article 42 of PPA-2.

I also give the following

AUTHORISATION

The undersigned _____ (name and surname) authorises the Jožef Stefan Institute 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 ELECTRON ENERGY-LOSS SPECTROMETER.

My personal details are as follows:

Date of birth: _____
Place of birth: _____
Municipality of birth: _____
Country of birth: _____
Permanent/temporary address: _____
Nationality: _____
My previous surname was: _____

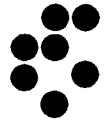
Signature of the legal representative/agent:

(place, date)

(stamp)

(signature of the representative)

The awarding authority's note: This form has to be completed by each legal representative of the bidder, and, for this reason, it can be appropriately photocopied.



GENERAL DATA CONCERNING THE BIDDER/CONSORTIUM

Acting as a bidder we are submitting:

- a) the bid individually, as the sole contract partner
 b) a joint bid with the following contract partners:

No.	Contract partner	Description of the work	Value	Share in %
1.				
2.				
3.				
4.				
5.				

Enclosures:

- Partnership Agreement
- Requested details about all the partners of the consortium (Form 2, Form 4)

This statement is an integral part of, and an annex to, the bidder's application relating to the public tender for the supply of the ELECTRON ENERGY-LOSS SPECTROMETER.

The bidder:

(place, date)

(stamp)

(signature of the representative)

The contracting authority's note: The bidder checks a) or b) box. If the bidder checks b) box, it should also fill-in the table for each partner.

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.



ACTING WITH SUBCONTRACTORS

Acting as a bidder we are submitting the bid:

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

Nr.	Subcontractor	Description of the work	Value	Share in %
1.				
2.				
3.				
4.				
5.				

Enclosures: requested proofs for all partners (Form 5.1 and Form 5.2 – for the subcontractors,
Form 5.3 – for the main contractor)

This statement is an integral part of, and an annex to, the bidder's application relating to the public tender for the supply of the ELECTRON ENERGY-LOSS SPECTROMETER.

The bidder:

(place, date)

(stamp)

(signature of the representative)

The contracting authority's note: The bidder checks a) or b) box. If the bidder checks b) box it should also fill in the table for each partner.

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.



DECLARATION OF COMPLIANCE WITH THE CONDITIONS FOR A SUBCONTRACTOR

The subcontractor:

Name:

Address:

VAT identification number: Registration No:

Name of the Register Court:

We hereby declare that we comply with the following conditions:

1.	We are not subject to a compulsory settlement, bankruptcy or forced termination, or any other similar procedure that would lead to the closure of our activities.
2.	We do not have 50 EUR or more overdue, unpaid obligations regarding the payment of social security contributions or the payment of taxes in accordance with the statutory provisions of the country where the Bidder has its head office or the provisions of the country of the Contracting Authority, settled on the day of submission the bid.
3.	We accept all the requirements from the tender documentation.

and are giving the following

C O N S E N T

The undersigned agrees that the Jožef Stefan Institute may, as part of the awarding procedure, obtain the data from the official records needed for checking the fulfilment of the requirements from the tender documentation relating to the ELECTRON ENERGY-LOSS SPECTROMETER.

The subcontractor:

.....
(place, date)

.....
(stamp)

.....
(signature of the representative)

The contracting authority's note: The bidder, who does not act with subcontractors, does not need to submit this form.



AUTHORISATION OF THE BIDDER

A U T H O R I S A T I O N

We authorise the Contracting Authority to make direct payments to the subcontractor, based on the invoices presented to the Contracting Authority by the main contractor.

This statement is an integral part of, and an annex to, the bidder's application relating to the public tender for the supply of the ELECTRON ENERGY-LOSS SPECTROMETER.

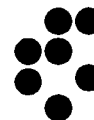
The bidder:

(place, date)

(stamp)

(signature of the representative)

The contracting authority's note: The bidder, who does not act with subcontractors, does not need to submit this form.



CONSENT OF THE SUBCONTRACTOR

C O N S E N T
of the subcontractor to direct payment

Subcontractor

We give consent to the Jožef Stefan Institute, the Contracting Authority, to make direct payments to us based on the invoices presented to the Contracting Authority by the main contractor.

This statement is an integral part of, and an annex to, the bidder's application relating to the public tender for the supply of the ELECTRON ENERGY-LOSS SPECTROMETER.

The subcontractor:

.....
(place, date)

(stamp)

.....
(signature of the representative)

The contracting authority's note: The bidder, who does not act with subcontractors, does not need to submit this form.



SAMPLE TENDER BOND (in line with the Uniform Rules for On-Demand Guarantees, EPGP 758)

Date:

To: Jožef Stefan Institute, Jamova cesta 39, 1000 Ljubljana (name and address of the beneficiary)

TYPE OF GUARANTEE: The Tender Bond

NUMBER OF THE TENDER BOND:

GUARANTOR:

CLIENT:(i.e., the bidder in the public-procurement procedure)

BENEFICIARY: Jožef Stefan Institute, Jamova cesta 39, 1000 Ljubljana (i.e., the awarding authority)

CORE SERVICE: the contractor's obligation arising from the bid for the public tender, published on the Public-Procurement Portal under No. as of, for the supply of »**ELECTRON ENERGY-LOSS SPECTROMETER**« (name of the public tender). In line with the tender documentation, the bidder is obliged to include in its bid a Tender Bond in the amount of 12.000,00 euros.

AMOUNT AND CURRENCY OF THE BOND: euros (in writing: XX/100 euros)

DOCUMENTS TO BE ATTACHED, IN ADDITION TO THE STATEMENT, TO THE REQUEST FOR PAYMENT, EXPLICITLY DETERMINED IN THE TEXT BELOW: none

LANGUAGE OF THE REQUIRED DOCUMENTS: Slovene or English

MODE OF SUBMISSION: on paper sent as registered mail or any type of express mail

PLACE OF SUBMISSION:.....

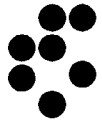
EXPIRY DATE: (30 days after the completion of the tendering procedure)

THE PARTY OBLIGED TO PAY THE ARISING COSTS: (details about the concerned party, usually the name and address of the party requesting the bond)

As the Guarantor, we irrevocably commit ourselves with this guarantee to pay to the Beneficiary any sum up to the amount determined in this tender bond, when the Beneficiary files an appropriate claim for a payment in the above form of submission, signed by the authorised signatory(ies), together with the other documents if required above, and, in any case, together with the Statement of the Beneficiary that can be either included in the Request for Payment or prepared as a separate signed document attached to the Request for Payment or referring to it, and which explains in what sense the Client did not fulfil its commitment relating to the core service.

Institut "Jožef Stefan", Ljubljana, Slovenija

1001 Ljubljana, p.p. 3000 / Jamova cesta 39 / Tel. n.c. 477 3900, Fax: 423 5400



The Beneficiary has to state in its Statement or its Request for Payment that:

1. the Client (the selected Bidder) withdrew or amended its bid in the period of its validity determined in the bid, or
2. the Client, at the request of the Beneficiary, failed to conclude the contract or refused to conclude and sign the contract in line with the instructions to the bidders.

Any request for payment in line with this tender bond has to be received within the period of validity of this bond and to the above place of submission.

This tender bond is subject to the Uniform Rules for On-Demand Guarantees (EPGP), the version revised in 2010 and published by the ICC under No. 758.

The issuer:

(place, date)

(stamp)

(signature)



8. SAMPLE CONTRACT

Jožef Stefan Institute, Jamova cesta 39, 1000 Ljubljana, Slovenia, represented by the Director, prof. dr. Jadran Lenarčič, henceforth referred to as "the Client", and

....., 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 JN4959/2015.

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:

ELECTRON ENERGY-LOSS SPECTROMETER

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.

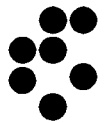
Article 3 PAYMENT TERMS

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

- 50% payment payable on signing the contract
- 50% payment till 31 January 2016

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.



The Supplier has to enclose, to its own invoice, any invoices issued by the subcontractor(s) that the Supplier had previously approved of. By signing the contract, the Supplier authorises the Client to make direct payments to the subcontractor(s) on the basis of approved invoices and an appropriately concluded contract of assignment. When acting together with one or more subcontractors, the Supplier shall make a contract or contracts with the subcontractor(s) specifying, in detail, the type and scope of the activities carried out by the subcontractor(s) and the price(s) charged for the provision of the concerned goods or services. The Supplier is fully liable for the realisation of the tasks carried out by the subcontractor(s), as if the supplier had carried them out by itself, and the client's approval of the subcontractor(s) does not reduce the Supplier's responsibility for an efficient and timely realisation of the contractual services relating to the supply of the equipment. At the same time the subcontractor(s) also agree(s) that the Client makes direct payments to the Subcontractor(s).

If, after the conclusion of this public contract, the Supplier replaces its subcontractor or makes a contract with another subcontractor, the Supplier shall submit the following documents to the Client within 5 days of this change:

- a written statement that all uncontested obligations to the previous subcontractor have been settled;
- a written authorisation to the Client to make direct payments to the new subcontractor for the services provided;
- a written consent of the new subcontractor to direct payments.

Article 4 ACCEPTANCE

The acceptance shall be performed on the basis of the Final acceptance certificate (Appendix 1), signed by the authorised representatives of both contracting parties, upon a proper delivery of equipment in 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)

It is preferable for the documentation to be in Slovene or English.

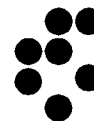
Article 5 SUPPLIER GUARANTEES

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

The Supplier provides the Client with a warranty to cover the quality of the equipment and its smooth operation at least to an extent equal to the extent of the warranty given by the producer of the equipment to the Supplier, i.e. 1 year following the date of the receipt of the equipment. Contract price includes also full maintenance contract for at least 7 years including labour costs and spare parts, except consumables.

During the warranty period the Supplier shall provide for emergency services responding to the Client by E-mail or telephone within one working day after the receipt of a notification. If an on-site repair service is needed, the Supplier shall provide it within 15 working days after the problem has been identified.

If the equipment has not been repaired within the above period, the Supplier shall provide, for the time during which the equipment is being repaired, an equivalent substitute piece of the equipment or a part of the equipment. In this case the warranty period shall be extended by a time equal to the duration of the repair work.



Article 6 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 7 FINAL PROVISIONS

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

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

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

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

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

CLIENT:
Jožef Stefan Institute
Director:

SUPPLIER

Director:

Prof. Dr. Jadran Lenarčič

Date:

Date:

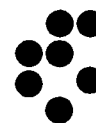
We herewith declare that the format of this sample contract is acceptable for the bidder.

The bidder:

(place, date)

(stamp)

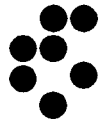
(signature of the representative)



SUBMISSION OF THE BID

(fill-in the sender and stuck on to the outer envelope of the bid)

<p>Sender:</p>	
<p>Recipient: Institut »Jožef Stefan« VLOZISCE Jamova cesta 39 SI-1000 Ljubljana SLOVENIA Phone: +386-1-477-3210 Fax: +386-1-477-3189</p>	
<p>NE ODPIRAJ, PONUDBA!</p> <p>SPEKTROMETER ZA MERJENJE IZGUB ENERGIJE ELEKTRONOV</p> <p>----- <i>(Public procurement titje in Slovene)</i></p> <p>JN4959/2015</p> <p>----- <i>(številka objave na Portalu RS oziroma EU)</i></p>	
<p>----- <i>(Date and time – Datum in ura)</i></p>	<p>----- <i>(Receiving order – Zaporedna številka predložitve)</i></p>



**APPENDIX 1: Acceptance certificate for
ELECTRON ENERGY-LOSS SPECTROMETER**

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

* Nr.
 place:
 date:

Type of purchasing: Service Material Equipment Construction

Delivery method: 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	All the manuals including the instruction for use are included.		
6	All the other required acceptance tests have been carried out (QA)		

According to the above findings, we confirm acceptance

Additional comments:

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

The Supplier:

Institut "Jožef Stefan"

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

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