# FORM 1

|  |
| --- |
| Bidder: |

**BID FOR**

**PURCHASE AND DELIVERY OF A NEW HIGH-POWER FIBRE LASER WITH REAL-TIME MONITORING AND CONTROL OF THE PROCESS PARAMETERS FOR OPTODYNAMIC PROCESSES**

**JN \_\_\_\_\_\_\_ / 2018**

Place and date: \_\_\_\_\_\_\_\_\_\_\_

**FORM 2. DECLARATION OF SUBCONTRACTORS PARTICIPATING IN THE BID**

In relation to the public procurement "Purchase and delivery of a new high-power fibre laser with real-time monitoring and control of the process parameters for optodynamic processes"

(circle around A or B accordingly)

**A) we declare that we deal with the subcontractor(s) to the extent and the values of the works as follows**

**Subcontractor**

|  |  |
| --- | --- |
| Subcontractor: name, registration number, tax number and transaction account |  |
| Scope and type of subcontractor: |  |
| Quantity, value of execution of works of subcontractor in EUR: |  |
| The section for which the subcontractor is nominated |  |
| Registration No. in the court register |  |

We declare,

* by the contract on the execution of a public procurement, we authorize the contracting authority to directly pay the subcontractor on the basis of the confirmed invoice or the situation, in the case that the subcontractor requests direct payments in writing.
* in the event that a subcontractor requests direct payments, we will enclose an invoice or subcontractor's situation, which it has previously confirmed, to our account or situation;
* in the event that the subcontractor does not request direct payment, the main contractor undertakes to send to the contracting authority no later than 60 days from the payment of the final account or situation its written statement and the written statement of the subcontractor that the subcontractor received payment for the completed works or services or goods supplied directly related to the subject of the public procurement.

**B) We declare that we do not act with a subcontractor.**

We are acquainted with the fact and agree that if we do not declare all subcontractors, the contracting authority for this reason has the right to cancel the contract right in fault if it subsequently finds that the bidder acts with subcontractors who were not declared in accordance with the provisions of this tender documentation.

**FORM 3. INFORMATION ABOUT THE BIDDER OR THE MANAGERIAL BIDDER**

|  |  |
| --- | --- |
| NAME OF THE BIDDER: |  |
| ADDRESS OF THE BIDDER: |  |
| CONTACT PERSON: |  |
| CONTACT PERSON'S ELECTRONIC MAIL ADDRESS: |  |
| TELEPHONE: |  |
| TELEFAX: |  |
| IDENTIFICATION NUMBER OF THE BIDDER: |  |
| NO. OF THE TRANSACTION ACCOUNT: |  |
| BIC OF THE BANK: |  |
| AUTHORIZED PERSON FOR SIGNING THE BID AND CONTRACT: |  |
| NUMBER OF ENTRY IN THE COURT REGISTER: |  |

Annex:

- Bidder's budget

- ESPD form

- Statement by a foreign bidder

**FORM 4. DATA ON PARTNERS IN JOINT ACCESSION**

|  |  |
| --- | --- |
| NAME OF THE BIDDER (PARTNER): |  |
| ADDRESS OF THE BIDDER (PARTNER): |  |
| CONTACT PERSON: |  |
| CONTACT PERSON'S ELECTRONIC MAIL ADDRESS: |  |
| TELEPHONE: |  |
| TELEFAX: |  |
| IDENTIFICATION NUMBER OF THE BIDDER: |  |
| NO. OF THE TRANSACTION ACCOUNT: |  |
| BIC OF THE BANK: |  |
| AUTHORIZED PERSON FOR SIGNING THE BID AND CONTRACT: |  |
| NUMBER OF ENTRY IN THE COURT REGISTER: |  |
| NAME OF THE BIDDER (PARTNER): |  |

**FORM 5. BID**

**Contracting Authority**

**UNIVERSITY OF LJUBLJANA**

**FACULTY OF MECHANICAL ENGINEERING**

**Aškerčeva 6**

**1000 Ljubljana**

Procurement: “Purchase and delivery of a new high-power fibre laser with real-time monitoring and control of the process parameters for optodynamic processes”

I. **Bidder - information about the bidder and partners** (company, address, tax number, VAT payer – yes, no (encircle), registration number, fax, e-mail:

|  |  |
| --- | --- |
| NAME OF THE BIDDER (PARTNER): |  |
| ADDRESS OF THE BIDDER (PARTNER): |  |
| CONTACT PERSON: |  |
| CONTACT PERSON'S ELECTRONIC MAIL ADDRESS: |  |
| TELEPHONE: |  |
| TELEFAX: |  |
| IDENTIFICATION NUMBER OF THE BIDDER: |  |
| NO. OF THE TRANSACTION ACCOUNT: |  |
| BIC OF THE BANK: |  |
| AUTHORIZED PERSON FOR SIGNING THE BID AND CONTRACT: |  |
| NAME OF THE BIDDER (PARTNER): |  |

The offered price is \_\_\_\_\_\_\_\_ EUR excluding VAT, \_\_\_\_\_\_\_ EUR VAT and \_\_\_\_\_\_\_\_\_ EUR with VAT.

• The bidder must deliver the ordered goods to the address of the contracting authority within \_\_\_\_\_ weeks after receipt of the written order by the contracting authority.

• The bidder offers a \_\_\_\_\_\_\_\_\_\_\_ daily payment period.

• The validity of the offer of \_\_\_\_\_\_\_\_ days counted from the date specified in the invitation to bid.

• The bidder provides the contracting authority with a fixed price for 12 months from the beginning of the contract.

**FORM 6. CONSENT of the person who is a member of the administrative, managerial or supervisory body of the bidder and who has the power to represent or decide for or control it**

FOR THE OBTAINING OF PERSONAL DATA

In connection with the public procurement "Purchase and delivery of a new high-power fibre laser with real-time monitoring and control of the process parameters for optodynamic processes", I hereby give consent to the contracting entity UNIVERSITY OF LJUBLJANA, Faculty of Mechanical Engineering, AŠKERČEVA 6, 1000 LJUBLJANA, that for the purpose of implementation of the relevant public procurement, obtains data from the relevant criminal records (first paragraph of Article 75 of the ZJN-3) that persons who are members of the administrative, managerial or supervisory body of the bidder and who have the authority to represent or decide on or control it are not convicted of the criminal offenses defined in the first paragraph of Article 75 of the LPP-3

|  |  |
| --- | --- |
| Legal representative(name and surname): |  |
| Personal Identification Number: |  |
| Date of birth: |  |
| Place of birth: |  |
| Municipality of birth: |  |
| Country of birth: |  |
| Address of permanent residence: |  |
| Postcode |  |
| Current nationality: |  |
| Previous surname: |  |

NOTE: In the event that the bidder or partner has several legal representatives or persons for whom according to Article 75, paragraph 1, is obliged to prove impunity, the form shall be photocopied accordingly, also for all persons.

The form must be signed by the person to whom the statement relates personally.

Place and date: Signature of the legal representative:

**FORM 7. CONSENT OF THE BIDDER FOR OBTAINING DATA FROM PENALTY EVIDENCE AND OTHER PUBLIC RECORDS**

In relation to the public procurement "Purchase and delivery of a new high-power fibre laser with real-time monitoring and control of the process parameters for optodynamic processes"

we give consent to the contracting authority of the University of Ljubljana, Faculty of Mechanical Engineering, Aškerčeva 6, 1000 Ljubljana, in order to obtain data from relevant criminal records and other public records that we were not convicted as a bidder for the criminal offenses defined in the first paragraph of Article 75 of the PPL-3

|  |  |
| --- | --- |
| Provider: |  |
| Head office: |  |
| Place |  |
| Tax number: |  |
| Registration number: |  |
| Number of entry in the court register: |  |

**FORM 8. INFORMATION ABOUT THE AUTHORIZED OFFICER**

|  |  |
| --- | --- |
| AUTHORIZED PERSON'S TITLE: |  |
| ADDRESS OF THE AUTHORIZED PERSON: |  |
| CONTACT PERSON: |  |
| E-MAIL ADDRESS OF CONTACT PERSON: |  |
| TELEPHONE: |  |
| TELEFAX: |  |

**FORM 15. MODEL OF CONTRACT**

CONTRACTING AUTHORITY: University of Ljubljana, Faculty of Mechanical Engineering,

Aškerčeva 6, 1000 Ljubljana

registration number: 1627031

identification number: SI28118081

transaction account number: 01100-6030707507

hereinafter: Contracting authority

and

CONTRACTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

transaction account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter: the seller

they conclude the following **CONTRACT**

INTRODUCTORY PROVISION

Article 1

The parties note that:

• On the basis of the ZJN-3, the contracting authority conducted a public tender for the "Purchase and supply of a new high-power fibre laser with real-time monitoring and control of the process parameters for optodynamic processes", which was published on the Public Procurement Portal on \_\_\_\_\_\_\_\_ publication number \_\_\_\_\_\_\_\_\_\_ and on the e-JN website;

• the seller was selected as the most favourable bidder by the client's decision. The decision to award the public procurement contract no. \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_ has become final on ............;

• An integral part of the contract is the contracting authority's tender and the entire tender documentation, which was published through the e-JN portal and the offer of the selected bidder (with all changes, additions and corrections).

• agree that the contract will expire if the contracting authority is aware that the competent state authority or the court has found a violation of labour, environmental or social legislation by a final contractor or a subcontractor by a final decision.

SUBJECT

Article 2

The parties agree that the subject of the contract is "Purchase and delivery of a new high-power fibre laser with real-time monitoring and management of the process parameters for optodynamic processes", as is apparent from the Contractor's bid on \_\_\_\_\_\_ and the pro-forma invoice, which is an integral part of the supplier's bid of \_\_\_\_\_\_\_\_ (hereinafter referred to as the "bid"), which was submitted in a public tender. The seller undertakes to carry out the contract in accordance with all the conditions and requirements specified in the tender documentation and the bid on the basis of which it was selected.

In the event of a dispute at the stage of performance, as to the question of which provision applies or the tender documentation or bid, the parties agree that the seller is obliged to perform the contract in accordance with the request in the tender documentation.

The seller ensures that the supplied equipment is new and will function without fault and that the subject of this contract fully meets the minimum technical requirements of the contracting authority regarding the goods from the relevant tender documentation, which is published through the JN Portal, together with all amendments and supplements.

The subject of the contract is also the obligation of the seller to provide suitable packaging and to protect and insure contractual equipment against weather, technical, thermal and all other harmful effects and injuries at its own expense, and to be responsible for safe work until the final recorded handover, and for general safety until the warranty period expires.

VALIDITY OF THE CONTRACT

Article 3

The contract shall enter into force with the signature of both contracting parties. The contract is valid until all contractual obligations are fulfilled. The early termination of the contract is possible due to non-fulfilment of contractual obligations.

IMPLEMENTATION OF THE CONTRACT

Article 4

The seller is obliged to perform the public procurement contract itself. If it nominates a subcontractor, it shall provide the contracting authority with the following information:

• Subcontractor information (name, full address, registration number, tax number and transaction account),

• information about the type of work to be carried out by the subcontractor,

• information about the object, quantity and value of works and deadlines for the execution of these works,

• the subcontractor's consent, on the basis of which the contracting authority, instead of the supplier, settles the subcontractor's claims against the supplier,

• authorization of the contracting authority to pay for the performed and acquired works or deliveries directly to the subcontractor.

The seller will cooperate with the following subcontractors in the execution of the public procurement:

• \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• VAT ID: SI\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• transaction account: SI56 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• legal representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• type of works and type of deliveries: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

• item of equipment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• quantity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• value of equipment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• place of delivery of equipment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Deadline for delivery: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• The subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ gave the consent on the contractor's bid on \_\_\_\_\_\_\_\_\_\_\_\_, on the basis of which the contracting authority, instead of the supplier, settles its claims against the supplier.

*(note: the data will be entered according to the subcontractors that the bidder will indicate in their bid)*

Without the prior written consent of the contracting authority, the seller may not arbitrarily replace any of the aforementioned subcontractors in the previous paragraph of this Article with another subcontractor, unless the contracting authority gives its consent.

The seller is fully responsible for the supply of the equipment that is the subject of the contract and the complete fulfilment of the obligations as it follows from the tender documentation and its bid against the contracting authority, irrespective of the number of subcontractors.

In the event that the contracting authority consents to replace a subcontractor or to include a new subcontractor in the delivery, the seller must, before signing the annex to this contract, hand over to the contracting authority the following:

• Subcontractor information (name, full address, registration number, tax number and transaction account),

• information about the type of work to be carried out by the subcontractor,

• information about the object, quantity and value of the works and deadlines for the execution of these works.

The supplier is obliged to submit to the contracting authority within 5 days after the change (replacement or inclusion of a new subcontractor):

• its statement that it has settled all undisputed obligations to the original subcontractor, if it has been replaced,

• the power to pay for the performed and acquired works or deliveries directly to the new subcontractor,

• consent of the new subcontractor to direct payment.

IV. PRICE

Article 5

The contract price is fixed, includes all elements of the price, fee, customs, delivery and installation of new equipment, insurance up to handover, training and all other costs to fulfil the contract, and cannot be increased (EXW parity). The contract price shall also contain any possible price increases until the expiration of the contractual deadline for the completion or delivery of the subject of the contract with the handover.

The contract price is \_\_\_\_\_\_\_\_ EUR excluding VAT, \_\_\_\_\_\_\_ EUR VAT and \_\_\_\_\_\_\_\_\_ EUR with VAT.

SUPPLY, DELIVERY

Article 6

The contractor provides \_\_\_\_\_\_\_ a weekly deadline for the supply and installation of equipment after signing the contract.

By this contract the contractor sells and hands over to the client for its ownership and possession, and the contracting authority purchases the equipment that is the subject of the contract.

At the time of delivery and installation, the contractor must also deliver the goods to the client:

• duly completed delivery note,

• technical documentation and instructions for use,

• signed and stamped warranty documents,

• other necessary documents.

The contractor must inform the contracting authority of the intended delivery by fax, e-mail or in writing at least 14 business days before the intended delivery. The notice shall state the time of the possible start of delivery and assembly, the method of delivery and the quantity of goods.

The contracting authority must confirm the acceptance no later than 5 working days after receipt of the notice. The contracting authority is not obliged to accept the equipment that has not been announced or whose delivery is contrary to the agreed method.

In the event of a delay in the delivery and installation of equipment or improper delivery or assembly, which is not the result of force majeure or reasons on the part of the contracting authority, the contractor is obliged to pay a contractual penalty of 0.1% for each day of delay, but no more than 10% of the gross contract value. A contractual penalty is levied upon payment of the contract price. The contracting parties agree that the contracting authority is not obliged to notify the contractor that it reserves the right to a contractual penalty if it has taken over the goods after the contractor has delayed its delivery. In the event that the contractor is late in the delivery and installation in such a way as to cause damage to the contracting authority which is greater than the contractual penalty, the contracting authority may require the contractor to recover any damage caused by the delay.

HANDOVER

Article 7

The handover of the equipment that is the subject of the tender shall be carried out at the place of establishment of the contractor, on the basis of a delivery note signed by the custodians of the contract or the authorised persons of both parties on the basis of properly supplied quantity and quality goods.

Upon acceptance, the Contractor is obliged to submit all the documentation necessary for the operation of the equipment and to provide training for the contracting authority. They must be trained to fully utilize the functionality of the device.

The Contractor undertakes to inform the contracting authority on the telephone number +386 1 4771 172 in the case of possible deviations in the quality control of the equipment, as soon as possible, and immediately after in writing to: dekanat@fs.uni-lj.si

Equipment that will be deemed to deviate from the content in the tender or bidding documents in any way, whether it is not in accordance with the terms of this contract and the specifications, will be rejected, which will result in the contractor being delayed or the delivery of the damage will be incorrect. The same applies if a non-compliance is found for any document that should be supplied with the goods. The refusal will be indicated on the delivery note.

If it turns out that the supply and installation of the offered goods is not possible due to an objective reason that occurs after the signing of the contract, the contracting authority may dispose of the contract without any obligation, but may accept an alternative fulfilment in accordance with the regulations governing the obligations, while having replacement goods in all respects that are of the same or better quality.

The contractual parties sign the handover record after successfully completed installation and training.

METHOD OF PAYMENT

Article 8

The seller issues an e-invoice after the handover of the new equipment. All payments are credited to the seller's sales account number:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, opened at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The contracting authority undertakes to pay the purchase price for the equipment within 30 days after the handover of the object of the contract.

The handover is executed upon the signature of the handover recorded by the authorized person of the buyer and the seller. A copy of the handover record must be an attachment to the invoice.

WARRANTY OBLIGATIONS OF THE CONTRACTOR

Article 9

The contractor guarantees to the client:

• that the equipment purchased is new, that it works faultlessly and has no real or legal problems;

• It fully meets all the technical descriptions, characteristics and specifications given in the context of the tender and bidding documents, which are an integral part of this contract;

• the contracting authority will acquire all the rights related to equipment, and the contractor will faultlessly perform the obligations of the contract, the tender documentation and the tender,

• For the equipment that is the subject of this contract, the Contractor shall provide a 5-year guarantee for a faultless technical operation (warranty period). The warranty period runs from the date of signature of the handover record. If the goods were replaced or substantially repaired within the warranty period, the warranty period begins again and the contractor is obliged to issue a new warranty card.

MAINTENANCE, TROUBLESHOOTING, REPLACEMENT PARTS

Article 10

The contractor provides a service for the repair of the subject of the public procurement contract at the contract authority's premises.

The Contractor shall provide a response time and repair the error on the equipment in accordance with the following definition:

an error that disables work:

a. response time: 1 working day after the error report

b. time to eliminate: within 5 days after reporting an error at the location of the contract authority

The response time shall be considered as the time when the message was delivered to the contractor by the telephone number or e-mail referred to in this contract, provided that it was submitted by the contract authority or end-user and contains at least the essential information necessary for the identification of the goods.

In the event of a delay in the elimination of defects, the Contractor shall promptly notify the Contracting Authority in writing of the circumstances and agree with the Contracting Authority in writing to reconcile the acceptable deadline for the correction of the error.

If the Contractor does not respond within a time determined as a response time and if it does not correct the errors as soon as possible, given the complexity of the error, this is the reason for the contracting authority's realization of the contractual penalty up to 10% of the gross contractual value, as well as the possibility of unilateral withdrawal from the Contract.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 11

The Contracting Authority undertakes to:

• to fulfil all the foreseen obligations and payments within the agreed time limits and in the foreseeable manner;

• provide the contractor with access to the location where the services are performed and to the premises and facilities that are the subject of this contract and provide it with access to all the supporting documentation available, if necessary.

ANTICORRUPTION CLAUSE

Article 12

This contract is null and void if, in the name of or on behalf of another party to the contract, a representative or a mediator of a body or organization from the public sector promises, offers or gives any unauthorized benefit to:

• acquiring a job or

• to conclude a transaction under more favourable conditions or

• for waiving due control over the performance of contractual obligations or

• for another conduct or omission by which a public-sector body or organization is harmed or is allowed to obtain an undue advantage to the representative of the body, the intermediary of the body or organization from the public sector, the other party or its representative, agent, intermediary.

SOCIAL CLAUSE

Article 13

When performing public procurement, economic operators must comply with current environmental, social and labour law obligations set forth in European Union law, regulations in force in the Republic of Slovenia, collective agreements or regulations of international environmental, social and labour law. The list of international social and environmental conventions is set out in Annex X to Directive 2014/24 / EU and Annex XIV of Directive 2014/25 / EU.

BUSINESS SECRET AND DATA PROTECTION

Article 14

The contracting parties agree that all the information that would come with the implementation of this contract (such as the settings of the equipment, the purpose of use, the data on the storage media, etc.) constitute a business secret and undertake to carefully protect all the information. Also, business secrets are all the information that the contractor will come to during and after the end of the warranty maintenance of the goods. Therefore, the contractor commits to protect all the information as a business secret and to use it exclusively in connection with the execution of this contract.

The Contractor is obliged to inform its employees that they can come into contact with confidential information in their work and commit them to protect data that constitutes a business secret, otherwise they will be liable for damages as well as criminally liable.

The contractor must immediately notify the contracting authority of any disciplinary or other proceedings for breach of the work obligations which it has brought against it employee in connection with the performance of works under this contract. At the request of the contracting authority, the contractor is obliged to replace the employee if the contracting authority proves that the employee has acted or attempted to act contrary to the provisions of this contract.

For the contractor performing contractual obligations for the contracting authority, the same strict method of protecting the data as is used by the contracting authority shall apply.

The obligation to protect data relates both to the time of execution of the contract, and to the time after that. In the case of violation of the provisions on the protection of professional secrecy, the Contractor shall be liable to the contracting authority for damages for all direct and indirect damages.

FINAL PROVISIONS

Article 15

The contract is concluded on the day of signing of the last of the two contractual parties. If the insurance of the transaction is required in this contract and the contractor fails to submit the insurance documents in a timely manner and in accordance with this contract, the contract shall never be deemed to have been concluded.

The contract may be amended or supplemented by a written annex accepted and signed by both parties. If any of the contractual provisions is or becomes invalid, this does not affect other contractual provisions. An invalid provision is replaced by a valid one, which must be as close as possible to the purpose which the invalid provision sought to achieve.

The transfer of this contract to a third party is only possible with the written consent of both contracting parties.

Any contracting party may, for breach of contractual obligations by the counterparty, withdraw from the contract if the infringements do not end after the letter of formal notice. In the event of resignation, the parties are obliged to settle the mutual obligations arising from this contract and the damage incurred.

The contracting parties agree to try to settle all disputes arising from this contract by mutual agreement with direct conversation between the authorized representatives of both contractual parties. If the agreement between the parties was not possible, the parties agree that the disputes arising from this contract will be decided by a court of competent jurisdiction in Ljubljana under Slovenian law.

Article 16

The Supplier undertakes to provide, within 8 days from the date of receipt of the invitation by the Contracting Authority, to the Contracting Authority, if requested, information on:

• of its founders, shareholders, including silent shareholders, shareholders, limited-liability partners or other owners, and information on the ownership shares of those persons,

• economic entities for which, in accordance with the provisions of the law governing commercial companies, they are considered to be related companies.

This Agreement shall be drawn up in two identical copies, each of contracting parties shall receive one copy of the Agreement.

Ljubljana, on \_\_\_\_\_\_\_\_\_ Ljubljana, on \_\_\_\_\_\_\_\_\_

Supplier: Contracting authority:

\_\_\_\_\_\_\_\_\_\_\_\_\_ University of Ljubljana

Faculty of Mechanical Engineering

Prof. dr. Mitjan Kalin, Dean

Annexes:

   - Annex 1: Tender documents

   - Appendix 2: Supplier offer