



**PUBLIC-TENDER DOCUMENTATION
IN ACCORDANCE WITH THE LOW-VALUE PROCEDURE**

FOR

**»SUPPLY AND INSTALLATION OF GLOVEBOX
BATTERY«**

Internal reference number of the public tender: JN03/2021

Ljubljana, February 2021

Martin
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1. INVITATION TO TENDER

The Contracting Authority, the **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, invites interested Bidders to submit their written tender in accordance with this public tender documentation.

The subject of the contract is the **»SUPPLY AND INSTALLATION OF GLOVEBOX BATTERY«**.

The public tender is carried out in accordance with Article 47 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 a low-value public procurement 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.

Ljubljana, February 2021

Institut "Jožef Stefan"
Ljubljana

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2. INSTRUCTIONS FOR THE BIDDERS

2.1 THE CONTRACTING AUTHORITY

The **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.: **JN03/2021**

Subject: **»SUPPLY AND INSTALLATION OF GLOVEBOX BATTERY«**

2.3 IMPLEMENTATION OF THE TENDER

The public tender is carried out on the basis of Article 47 of PPA-3 (Official Gazette of RS, no. 91/2015 and 14/2018) as a low-value public procurement 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.

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 5 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.

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 can submit a bid to this tender.

2.6 THE LANGUAGE OF THE BIDS

The Bidders must submit their bids in Slovene or English.

2.7 PREPARATION OF THE BIDS

To prepare their bids, the Bidders must give all the details required with the attached specification. The bids must be valid until 31 May 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 must 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 requirement under point 2.12.1 PROFESSIONAL CAPACITY OF THE BIDDER the compliance with the Contracting Authority's other 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 can perform the award of the contract alone or together with Subcontractor(s).

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

- provide the list of all the Subcontractors (**each Subcontractor must meet all the requirements under point 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 Declaration of compliance with the conditions for the Economic Operator for each Subcontractor,
- complete FORM 3.1 – The Subcontractor's authorisation relating to direct payments made by the Contracting Authority to the Subcontractor(s) and consent, if Subcontractor required.

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

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

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



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

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

In the event that the tenderer acts with the Subcontractors, the tenderer shall submit the authorization for direct payments (FORM 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 that is submitted by a tenderer for which there are no grounds for exclusion and which meets the selection criteria, which meets the needs and requirements of the Contracting Authority set out in the technical specifications and the procurement documents, which was received in due time, for which there is no evidence of collusion or corruption, which has not been found by the Contracting Authority to be abnormally low, and the price does not exceed the Contracting Authority's budget.

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

- **FORM 1** – The bid (Proforma invoice)
- **FORM 2** – Details about the Bidder
- **FORM 3** – Acting with Subcontractors or without Subcontractors
- forms for establishing the capacities of the Bidder – **FORMS 4.1 to 4.6**
- the completed, signed and stamped sample contract initialled on each page – **FORM 5**

Only when acting as consortium and/or with Subcontractors must the Bidder 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 Bidder)
- **FORM 3** – Acting with Subcontractors or without Subcontractors
- **FORM 3.1** – The Subcontractor's authorisation relating to direct payments made by the Contracting Authority to the Subcontractor(s) and consent
- forms for establishing the capacities of the Bidder – **FORMS 4.1 to 4.6**
- **FORM 5** – the completed, signed and stamped sample contract initialled on each page

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 (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

1.	<p>The Economic Operator must be excluded by the Contracting Authority from participation in a public procurement procedure in the case it is found that the Economic Operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein has been the subject of a conviction by final judgment which has the elements of the criminal offenses that are defined in the first paragraph of Article 75 of the PPA-3</p> <p>In the case that the Economic Operator is in the situation referred to in the above paragraph, in accordance with paragraph 9 of Article 75 of the PPA-3, the Contracting Authority may submit evidence that it has taken sufficient measures to prove its reliability despite the existence of reasons for exclusion</p> <p>The proof: FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in a procedure.</p> <p>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).</p> <p>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.</p>
2.	<p>The Economic Operator must be excluded by the Contracting Authority from participation in a public procurement procedure in the case that it does not fulfil the obligations related to taxes and other monetary non-fiscal obligations pursuant to the law regulating the financial administration, collected by the tax authority in line with the provisions of the country in which it has its our registered office or in the Member State of the Contracting Authority and have no outstanding liabilities as on the day of submitting the bid worth EUR 50 or more. On the day of submitting the bid, the Economic Operator must submit all accounts of tax deductions for the incomes arising from employment relationships for the period of the last 5 years.</p> <p>The proof: FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure (also for potential Subcontractors and/or partners from a joint bid).</p>
3.	<p>The Economic Operator must be excluded by the Contracting Authority from participation in a public procurement procedure in the case it is on the deadline for the submission of bids excluded from the public award procedures due to being included in the record of entities with negative references, as defined in point a) of the fourth paragraph of Article 75 of the PPA-3</p> <p>The proof: FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure (also for potential Subcontractors and/or partners from a joint bid).</p>
4.	<p>The Economic Operator must be excluded by the Contracting Authority from participating in a public procurement procedure it has been in the 3 years prior to the expiry of the deadline for submitting the bids fined twice for an offence related to the payment for work, working hours, on rest, on the performance of work on the basis of civil law contracts, despite the existence of elements of an employment relationship or in connection with the employment of illegal workers by way of a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country.</p> <p>The proof: FORM 4.1 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure (also for potential Subcontractors and/or partners from a joint bid).</p>



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

1.	<p>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.</p> <p>The proof: FORM 4.3 – Completed Declaration of compliance with the conditions for the pursuit of a professional activity</p> <p>The Contracting Authority reserves the right to verify the existence and content of the tender in the 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 the 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.</p>
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2.12.2 TECHNICAL CAPACITY OF THE BIDDER

1.	<p>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.</p> <p>The proof: FORM 4.2 – Completed Statement of technical suitability</p>
2.	<p>The Bidder has in the past 3 years (2018 – 2020) sold and installed (which means qualitative and quantitative in according with the contract) at least 1 glovebox or glovebox battery.</p> <p>The proofs: FORM 4.5 – Completed »List of references« FORM 4.6 – Completed confirmation of the business partners (reference clients) on the original form</p>

In all cases one copy of 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.

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).



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 it has decided to award the contract. The Contracting Authority will perform an examination and evaluation in line with Article 89 of the PPA-3.

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.

In the case of two or more Bidder having equally economically advantageous bid, the Bidder with the longer warranty period will be selected. If the bids are tied after this, the bidder with the shorter delivery date will be selected.

2.16 QUERIES RELATING TO THE TENDER DOCUMENTATION

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

Information provided by the Contracting Authority or through the procurement portal shall be, in accordance with the paragraph 2 of Article 67 of PPA-3 understood as an amendment, supplement or clarification regarding the award of the contract, if the content of this additional information results in changing this documentation, or if the explanation eliminates the ambiguity of the statements in this document or the public announcement.

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 **10:00** on **2 March 2021** 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

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 **9 March 2021 at 10.00 AM**. A bid is deemed submitted if it is marked with the status "SUBMITTED" ("ODDANO") in the IT ePonudbe.si system.



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

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

The page for submitting an e-bid in this e-procurement procedure can be accessed here:
<https://eponudbe.si/en/My-public-contracts/Published/Individual-published-public-contract/t/Nakup-in-izstavljanje-baterije-suhih-celic---Supply-and-installation-of-glovebox-battery/n/5ab40db3e2b2c979cf25b6e1d74405f1>

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

2.19 THE PUBLIC OPENING OF THE BIDS

Bids shall be opened automatically in the IT ePonudbe.si system on **9 March 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.si system under the "Minutes on the bid opening" (»Zapisnik o odpiranju ponudb«) section.

2.20 VALIDITY OF THE BID

The bid has to be valid until 31 May 2021.

Variants are not permitted.

2.21 FORM »BID (PROFORMA INVOICE)«

The Bidder must offer all listed items from the Form 1 – Bid (Proforma invoice), considering 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.



2.22 SIGNING OF THE CONTRACT

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

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

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

The applicant shall pay a tax of 2.000,00 euros to the bank account of the Ministry of Finance, No. SI56 0110 0100 0358 802, opened at the Bank of Slovenia, Slovenska 35, 1505 Ljubljana, Slovenia, SWIFT CODE: BS LJ SI 2X; IBAN: SI56011001000358802 – a tax for a revision of public procurement.

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

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3. TECHNICAL DESCRIPTION AND SPECIFICATIONS OF THE EQUIPMENT

The subject of the public tender is the supply and installation of glovebox battery that will be used for handling of air-sensitive compounds.

TECHNICAL CHARACTERISTICS:

- Glovebox battery ($\text{H}_2\text{O} < 0.5 \text{ ppm}$ and $\text{O}_2 < 0.5 \text{ ppm}$, leak rate $< 0.05 \text{ Vol\%/h}$), composed of two gloveboxes (left and right) connected via large T-antechamber.
- Left glovebox: single; two glove ports; nitrogen atmosphere; independent purification system for removal of water vapor, oxygen, and organic solvents; small antechamber; analyzers for moisture and oxygen; vacuum pump; foot-switch to adjust glovebox pressure; freezer integrated in the left side panel (down to at least -30°C); liquid nitrogen feedthrough that enables the connection to liquid nitrogen reservoir and pouring of liquid nitrogen in the glovebox; special customized metallic T-pipe interface integrated to the glovebox floor (see the enclosed drawing), includes 2 ISO-K DN 100 flanges, ISO-KF DN25 flange, 1 ISO-K DN 100 blank plate with 2 way valve, 1 ISO-K DN 100 blank plate, 2 ISO-K DN 100 chain clamps.
- Right glovebox: single; three glove ports; nitrogen atmosphere; independent purification system for removal of water vapor, oxygen, and organic solvents; small antechamber; analyzers for moisture, oxygen, and solvent vapor; vacuum pump; foot-switch to adjust glovebox pressure; stereomicroscope (trinocular that can be connected to camera) integrated into front window between two glove ports.
- Both stand-alone purifier units for moisture, oxygen, and solvent vapor removal enable regeneration of columns, which is controlled by the interface.
- Each glovebox has an independent system control with touch screen panel interface displaying the system status and enabling automatic box pressure control.
- Inside both gloveboxes there are 3 shelves on the back wall and electricity connection.
- Gas circulation is through 2 HEPA filters.
- A glove port cover, gloves and the replacement (7 gloves) and 4 spare HEPA filters are included.
- Hardware and software for remote access (via internet) for monitoring of the system.
- Under normal operation conditions the temperature in glovebox should not exceed the temperature of the room by more than 5°C .

OTHER REQUIREMENTS:

- The equipment must be CE marked.
- Delivery within maximum 3 months from order date.
- The equipment must operate in the electrical grid 220/400 V.
- Documentation and manuals should be provided, including the maintenance documentation to achieve all technical characteristics.
- Price must include transportation, installation, and user training in Ljubljana; including all travel and accommodation costs.
- The provider is responsible for technical support and service.
- Technical support and remote help by phone, electronic mail and remote access to the instrument.
- Warranty and Out-of-warranty support:
 - Warranty at least 2 years.
 - Response time at most 5 working days after the problem notice.
 - After expiration of the warranty the bidder must provide payable after-warranty support for at least 10 years after the initial warranty period.
- Offer must include all the components necessary for functioning and the use of the instrument with specified configuration.



- Instrument and all the components must be new (unused).



5. BID (PROFORMA INVOICE)

Details about the Bidder:

Name: Vigor GPTE GmbH
Address: Jahnstr. 5, D-97828 Marktheidenfeld, Germany
VAT identification number: DE332287034
Bank account and the name of the bank: Bank of China, Frankfurt a. M. branch
Contact person: Dr. Martin Eck
Contact person's E-mail address: martin.eck@vigorgb.com
Person responsible for signing the contract: Dr. Martin Eck

JOŽEF STEFAN INSTITUTE

Jamova cesta 39
1000 Ljubljana

BID

No. AN2021_20133

Place: Marktheidenfeld

Date: 8 March 2021

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

Type of purchasing: ☐ Service ☐ Material ☒ Equipment ☐ Construction

No.	Description of the goods	Quantity	Price	Discount %	Value
1	SUPPLY AND INSTALLATION OF GLOVEBOX BATTERY	1 Set	75.500,00	included	75.500,00
TOTAL					75.500,00
DISCOUNT					included
VALUE without VAT (EUR)					75.500,00

Delivery time (in weeks): 10-12 weeks After Order and Drawing Approval (AODA)

Payment terms (30 days after issuing the Invoice): NET30

Delivery term: CIP Ljubljana (price includes delivery to the client's address)

Warranty period (at least 2 years): 3 years

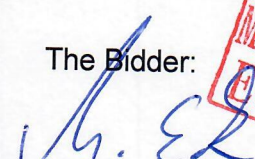
Validity of the bid: 31 May 2021

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 the tender documentation)

Vigor Gas Purification Technologies (Europe) GmbH
Jahnstraße 5
D-97828 Marktheidenfeld
Tel. +49(0)9391 9137802
Fax +49(0)9391 9137803

The Bidder:


(signature of the representative)
(name and surname)



FORM 2

4. DETAILS ABOUT THE BIDDER

Details about the Bidder:

Name of the Bidder:	Vigor Gas Purification Technologies (Europe) GmbH
Address of the Bidder:	Jahnstr. 5, D-97828 Marktheidenfeld, Germany
Legal representative of the Bidder:	Dr. Martin Eck, Dr. Thomas Bultmann
Contact person:	Dr. Martin Eck
E-mail of the contact person:	martin.eck@vigorgb.com
Telephone number:	+49 151 74449220
Website:	www.vigorgb.com
VAT identification number:	DE332287034
Bank account and the name of the bank:	IBAN: DE28 5141 0700 9700 5344 58 BIC: BKCHDEFFXXX Bank of China, Frankfurt a.M. branch
Person responsible for signing the contract:	Dr. Martin Eck

On the basis of a public tender »**SUPPLY AND INSTALLATION OF GLOVEBOX BATTERY**« published on the Public Procurement Portal, on 15 February 2021 under publication number JN000851/2021-W01 we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the Bidders.

Vigor Gas Purification Technologies (Europe) GmbH

Jahnstraße 5

D-97828 Marktheidenfeld

Tel. +49(0)9391 9137802

Fax +49(0)9391 9137803

Marktheidenfeld

(place, date)

08. März 2021

(stamp)

The Bidder:

Martin Eck

(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:	n/a
Address of the Bidder:	n/a
Legal representative of the Bidder:	n/a
Contact person:	n/a
E-mail of the contact person:	n/a
Telephone number:	n/a
Website:	n/a
VAT identification number:	n/a
Bank account and the name of the bank:	n/a
Person responsible for signing the contract:	n/a

On the basis of a public tender »**SUPPLY AND INSTALLATION OF GLOVEBOX BATTERY**« published on the Public Procurement Portal, on 15 February 2021 under publication number JN000851/2021-W01 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	n/a	n/a	n/a	n/a
Contract partner in a joint bid	n/a	n/a	n/a	n/a
Contract partner in a joint bid	n/a	n/a	n/a	n/a
Contract partner in a joint bid	n/a	n/a	n/a	n/a
Contract partner in a joint bid	n/a	n/a	n/a	n/a

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 a consortium.



FORM 3

ACTING WITH SUBCONTRACTORS OR WITHOUT SUBCONTRACTORS

Acting as a Bidder, we are submitting the bid:

☒ a) individually, without Subcontractors

☐ b) with the following Subcontractors:

No.	Subcontractors
1.	n/a
2.	n/a
3.	n/a
4.	n/a
5.	n/a

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	n/a
Description of work	n/a
Quantity	n/a
Value	n/a
Place	n/a
Time of completion	n/a

Maschkefeld
(place, date)
08. März 2021

Vigor Gas Purification Technologies (Europe) GmbH
Jahnstraße 5
D-97828 Marktheidenfeld
Tel. +49(0)9391 9137802
Fax +49(0)9391 9137803
(stamp)

The Bidder: *[Signature]*
(signature of the representative)
Martin Eck

The Contracting Authority's note: Form must be completed and attached to the bid, regardless the fact whether you submit the bid individually or with a joint bid with Subcontractors

**FORM 3.1****THE SUBCONTRACTOR'S AUTHORISATION RELATING TO DIRECT PAYMENTS
MADE BY THE CONTRACTING AUTHORITY TO THE SUBCONTRACTOR(S) AND
CONSENT**

Name of the Subcontractor:	n/a
Address of the Subcontractor:	n/a
Municipality of the Subcontractor:	n/a
Legal representative of the Subcontractor:	n/a
VAT identification number:	n/a

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

for the Economic Operator for each 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.**



6. FORMS FOR ESTABLISHING THE CAPACITIES OF A BIDDER

- FORM 4.1 – Declaration of compliance with the conditions for the Economic Operator
- FORM 4.2 – Statement from the Bidder allowing personal information to be obtained from official records
- FORM 4.3 – Declaration of compliance with the conditions for the pursuit of a professional activity
- FORM 4.4 – Statement of technical suitability
- FORM 4.5 – List of references
- FORM 4.6 – Statement of the reference client

**FORM 4.1****DECLARATION OF COMPLIANCE WITH THE CONDITIONS FOR THE ECONOMIC OPERATOR**

(individual Bidder, contract partner in a joint bid, Subcontractor, entity whose capacity the Bidder intends to use)

Name of the Bidder:	Vigor Gas Purification Technologies (Europe) GmbH
Address of the Bidder:	Jahnstr. 5, D-97828 Marktheidenfeld, Germany
Municipality of the Bidder:	Landkreis Main-Spessart, Bavaria, Germany
VAT identification number:	DE332287034

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

1. To our best knowledge the Economic Operator or any individual person, who is a member of its administrative, management or supervisory body of the said Economic Operator, or is authorised to represent it, decide on its behalf or supervise it, has not been issued a final judgement with the elements of the following criminal offences, as indicated in the first paragraph of Article 75 of the Public Procurement Act (the Official Gazette of the Republic of Slovenia, Nos.91/2015; hereinafter PPA-3)
2. To our best knowledge we meet the obligations related to taxes and other monetary non-fiscal obligations pursuant to the law regulating of the financial administration, collected by the tax authority in line with the provisions of the country in which we have our registered office or in Member State of the Contracting Authority and we have no outstanding liabilities as at the day of submitting the bid worth EUR 50 or more. As at the day of submitting the bid, we have obtained all accounts of tax deductions for the incomes arising from employment relationships for the period of the last five years.
3. On the deadline for the submission of bids we are not excluded from the public award procedures due to being included in the record of entities with negative references, as defined in Article 110 of the PPA-3.
4. In the last three years prior to the expiry of the deadline for submitting the bids, we have not been fined twice for an offence related to the payment for work, about working hours, on rest, on the performance of work on the basis of civil law contracts, despite the existence of elements of an employment relationship or in connection with the employment of illegal workers with a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country.

and are giving the following

CONSENT

The undersigned agrees that the Jožef Stefan Institute may, as part of the awarding procedure, obtain the data from the official records needed for checking the fulfilment of the requirements from the tender documentation relating to the **»SUPPLY AND INSTALLATION OF GLOVEBOX BATTERY«**.

Vigor Gas Purification Technologies (Europe) GmbH

Jahnstraße 5

D-97828 Marktheidenfeld

Tel. +49(0)9391 9137802

Fax +49(0)9391 9137803

The Bidder:

Marktheidenfeld 08. März 2021
(place, date)

(stamp)

(signature of the representative)

Martin Eck
The Bidder:



FORM 4.2

STATEMENT FROM THE BIDDER ALLOWING PERSONAL INFORMATION TO BE OBTAINED FROM OFFICIAL RECORDS

Name of the Bidder:	Vigor Gas Purification Technologies (Europe) GmbH
Address of the Bidder:	Jahnstr. 5, D-97828 Marktheidenfeld, Germany
Municipality of the Bidder:	Landkreis Main-Spessart, Bavaria, Germany
VAT identification number:	DE332287034

We hereby authorise the **JOŽEF STEFAN INSTITUTE**, Jamova cesta 39, 1000 Ljubljana to obtain a statement from the Ministry of Justice relating to the criminal-record data on natural persons for the purpose of checking the fulfilment of the requirements of the public tender for the »**SUPPLY AND INSTALLATION OF GLOVEBOX BATTERY**«, published on the Public Procurement Portal, on 15 February 2021, under publication number JN000851/2021-W01 for all natural persons, authorized as legal representatives:

a)

Name and surname:	Dr. Martin Eck
Date of birth:	15.10.1983
Place of birth:	Suhl
Municipality of birth:	Stadt Suhl, Thuringia
Country of birth:	Germany
Permanent/temporary address:	Jahnstr. 5, D-97828 Marktheidenfeld, Germany
Signature	<i>[Handwritten signature: M. Eck]</i>

b)

Name and surname:	Dr. Thomas Bultmann
Date of birth:	13.10.1964
Place of birth:	Warburg
Municipality of birth:	Kreis Warburg, North Rhine-Westphalia
Country of birth:	Germany
Permanent/temporary address:	18th North Xie Yu Street, Building 15, Jiangsu Province, Suzhou City, Sun City Garden Royal Lakeside, China
Signature	<i>[Handwritten signature: T. Bultmann]</i> <i>[Stamp: Suzhou 2021-03-08]</i>

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.

Vigor Gas Purification Technologies (Europe) GmbH

Jahnstraße 5

D-97828 Marktheidenfeld

Tel. +49(0)9391 9137802

Fax +49(0)9391 9137803

(stamp)

The Bidder:



(signature of the representative)

[Handwritten signature: Marktheidenfeld]
08. März 2021
.....
(place, date)

**FORM 4.3****DECLARATION OF COMPLIANCE WITH THE CONDITIONS
FOR THE PURSUIT OF A PROFESSIONAL ACTIVITY**

Name of the Bidder:	Vigor Gas Purification Technologies (Europe) GmbH
Address of the Bidder:	Jahnstr. 5, D-97828 Marktheidenfeld, Germany
Municipality of the Bidder:	Landkreis Main-Spessart, Bavaria, Germany
VAT identification number:	DE332287034

The Bidder is for the occupation that it takes in the tender registered in one of the professional or trade registers, that are kept in the Member State in which the Economic Operator is established.

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

- we are registered in one of the professional or trade registers (*tick with X and complete*):
 - ☐ the professional registers (register name:)
 - ☒ the trade registers (register name: **Commercial/Trade Register of Germany: Register Court Würzburg, HRB 15188**),

that are kept in the Member State in which we are established.

- we have a valid registration and all the necessary licences issued by the competent authorities for performing the activity that is the subject matter hereof OR we are member of the organisation: .

Marktheidenfeld
(place, date)

08. März 2021

Vigor Gas Purification Technologies (Europe) GmbH

Jahnstraße 5
D-97828 Marktheidenfeld
Tel. +49(0)9391 9137802
Fax +49(0)9391 9137803

(stamp)

The Bidder

Martin Eck
(signature of the representative)



FORM 4.4

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 system fulfils the following **TECHNICAL SPECIFICATIONS**:

- Glovebox battery ($\text{H}_2\text{O} < 0.5 \text{ ppm}$ and $\text{O}_2 < 0.5 \text{ ppm}$, leak rate $< 0.05 \text{ Vol\%/h}$), composed of two gloveboxes (left and right) connected via large T-antechamber.
- Left glovebox: single; two glove ports; nitrogen atmosphere; independent purification system for removal of water vapor, oxygen, and organic solvents; small antechamber; analyzers for moisture and oxygen; vacuum pump; foot-switch to adjust glovebox pressure; freezer integrated in the left side panel (down to at least $-30 \text{ }^\circ\text{C}$); liquid nitrogen feedthrough that enables the connection to liquid nitrogen reservoir and pouring of liquid nitrogen in the glovebox; special customized metallic T-pipe interface integrated to the glovebox floor (see the enclosed drawing), includes 2 ISO-K DN 100 flanges, ISO-KF DN25 flange, 1 ISO-K DN 100 blank plate with 2 way valve, 1 ISO-K DN 100 blank plate, 2 ISO-K DN 100 chain clamps.
- Right glovebox: single; three glove ports; nitrogen atmosphere; independent purification system for removal of water vapor, oxygen, and organic solvents; small antechamber; analyzers for moisture, oxygen, and solvent vapor; vacuum pump; foot-switch to adjust glovebox pressure; stereomicroscope (trinocular that can be connected to camera) integrated into front window between two glove ports.
- Both stand-alone purifier units for moisture, oxygen, and solvent vapor removal enable regeneration of columns, which is controlled by the interface.
- Each glovebox has an independent system control with touch screen panel interface displaying the system status and enabling automatic box pressure control.
- Inside both gloveboxes there are 3 shelves on the back wall and electricity connection.
- Gas circulation is through 2 HEPA filters.
- A glove port cover, gloves and the replacement (7 gloves) and 4 spare HEPA filters are included.
- Hardware and software for remote access (via internet) for monitoring of the system.
- Under normal operation conditions the temperature in glovebox does not exceed the temperature of the room by more than $5 \text{ }^\circ\text{C}$.

OTHER REQUIREMENTS:

- The equipment will be CE marked.
- Delivery will be within maximum 3 months from order date.
- The equipment will operate in the electrical grid 220/400 V.
- Documentation and manuals will be provided, including the maintenance documentation to achieve all technical characteristics.
- The price includes transportation, installation, and user training in Ljubljana; including all travel and accommodation costs.
- We will provide technical support and service.
- We will provide technical support and remote help by phone, electronic mail and remote access to the instrument.
- Warranty and Out-of-warranty support:
 - Warranty at least 2 years.
 - Response time at most 5 working days after the problem notice.



- After expiration of the warranty the bidder must provide payable after-warranty support for at least 10 years after the initial warranty period.
- Offer includes all the components necessary for functioning and the use of the instrument with specified configuration.
- Instrument and all the components will be new (unused).

This statement is an integral part of, and an annex to, the application to the public tender for the supply of »**SUPPLY AND INSTALLATION OF GLOVEBOX BATTERY**«.

Vigor Gas Purification Technologies (Europe) GmbH

Jahnstraße 5

D-97828 Marktheidenfeld

Tel. +49(0)9391 9137802

Fax +49(0)9391 9137803

The Bidder:

M. Hinderfeld 08. März 2021
(place, date)

(stamp)

M. Eck
(signature of the representative)



FORM 4.5

LIST OF REFERENCES

Acting as a bidder, we hereby declare that, for the past 3 years (2018 – 2020), we have sold and installed the following gloveboxes or glovebox batteries:

Client, the client's contact person responsible for additional information, the relevant e-mail contact and phone number	Subject of the contract	Value of the goods (in euros without VAT)	Year (date of signing of the contract)
University of Oldenburg Germany, Institute for Chemistry, Dr. Lena Albers, lena.albers@uni-oldenburg.de	2 x 2 Glove-Glovebox SG1200/750TS with freezer	38.500,00 EUR	09/2020
University of Heidelberg, Germany, Centre for Advanced Materials, Prof. dr. ir. Martijn Kemerink, martijn.kemerink@cam.uni-heidelberg.de	1 x 4 Glove-Glovebox SG2400/750TS with box cooling	28.800,00 EUR	10/2020
QustomDot BV, Ghent, Belgium Dr. Willem Walravens (Founder, CTO), willem@qustomdot.com	2 x 4 Glove-Glovebox SG2000/750TS with box cooling	84.450,00 EUR	11/2020
Denmark Technical University (DTU), Kgs. Lyngby, Denmark Department of Physics, Brian Peter Knudsen, bpkn@fysik.dtu.dk	Glovebox Mini-Cluster 2 x 4 Glove-Glovebox SG2000/750TS und 1 x 3 Glove-Glovebox SG1500/750TS	88.600,00 EUR	11/2020
University of Paderborn, Germany, Technical Chemistry, Dr. Hans-Georg Steinrück hans.georg.steinrueck@uni-paderborn.de	1 x 4 Glove-Glovebox SG1800/750TS with heated antechamber	30.404,00 EUR	12/2020

*a minimum of 1 reference

*Appendix: Confirmation of the above references with FORM 4.6 – Statement of the Reference Client

This statement is an integral part of, and an annex to, the application to the public tender for the
»SUPPLY AND INSTALLATION OF GLOVEBOX BATTERIES« (Europe) GmbH

Martin Eick 08. März 2021
(place, date)

Jahnstraße 5
D-97828 Marktheidenfeld
Tel. +49(0)9391 9137802
Fax +49(0)9391 9137803

(stamp)

The bidder:

(signature of the representative)

Institut "Jožef Stefan", Ljubljana, Slovenija

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



FORM 4.6

STATEMENT OF THE REFERENCE CLIENT

Details about the reference client (confirming the reference):

Name:	University of Paderborn
Address:	Warburger Str. 100
Postcode and place:	D-33098 Paderborn, Germany

Details about the bidder (requesting a reference):

Name:	Vigor Gas Purification Technologies (Europe) GmbH
Address:	Jahnstr.5
Postcode and place:	D-97828 Marktheidenfeld, germany

Under criminal and material accountability, we hereby state that the bidder, requesting to obtain a reference, efficiently, with respect to quality and amount, supplied us with the following goods: **Vigor Glovebox SciLab SG1800/750TS** (type of goods supplied), on the basis of the contract/purchase order **1030118000_101_20_2** (No. of the contract/order) made with us as a client or as of **Sept. 23rd 2020** (date of signing of the contract)

If the Jožef Stefan Institute, the contracting authority, wishes to verify our statement, they may do so by contacting **Dr. Hans-Georg Steinrück** (name and surname) at the telephone number **+49 5251 60-5780** and/or e-mail address **hans.georg.steinrueck@uni-paderborn.de**.

INSTRUCTION: The form may be photocopied for the necessary number of statements.

We shall only consider those reference-client statements that will be fully completed and signed by the reference client, for which the bidder supplied the goods and is also included in the reference list on FORM 4.5.

Universität Paderborn
Fakultät für Naturwissenschaften
Technische und Makromolekulare Chemie
Warburger Str. 100
33098 Paderborn
Telefon: (05251) 60-36 15

Name and surname of the responsible person of the reference client: **Steinrück, Hans-Georg**

Paderborn, 05.03.2021
(place, date)

(signature of the representative of the reference client)

Martin Meck



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

VIGOR GAS PURIFICATION TECHNOLOGIES (EUROPE) GMBH, (company name)

Jahnstr. 5, D-97828 Marktheidenfeld, (address)

Germany

VAT-ID: DE332287034

represented by the director **Dr. Martin Eck** (henceforth referred to as "the Supplier")

have agreed on the following

C O N T R A C T

Article 1

SUBJECT OF THE CONTRACT

The contracting parties have established that, in line with the Public Procurement Act, the Client awarded the contract as the most cost-effective Bidder with regard to the realisation of the supply requirement expressed in the public tender published on the Public Procurement Portal of the Republic of Slovenia under the reference number JN0000851/2021-W01.

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

SUPPLY AND INSTALLATION OF GLOVEBOX BATTERY

specified, in detail, in the Quotation/pro-forma invoice with the ref. number **AN2021_20133** as of **08.03.2021** that is an integral part of this contract.

Article 2

VALUE OF THE CONTRACT

The value of the above equipment is **75.500,00 EUR**. 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 **10-12 weeks** after the date of the contract.

The Supplier shall provide, transportation including transport insurance of the equipment to the Client's address. The costs for transportation including insurance is included in the price as set out in article 2 of this agreement. The Supplier shall notify the Client of the intended delivery by e-mail, in writing or by telephone, at least 3 working days prior to the delivery.

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

The Supplier will engage a transport company to send the equipment to the Client. 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, at any time, the Subcontractor employees performing work. All employees are required to give credible information.

Article 4 PAYMENT TERMS

The Client is obliged to pay an invoice for the goods, i.e., the equipment, within 30 days of the correct issuing of the invoice.

The contracting parties agree that, in the case of a late payment, the Client has to pay the default interest.

Article 5 ACCEPTANCE

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

The Supplier will submit to the Client the following documentation:

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

The documentation must be in Slovene or English.

Article 6 SUPPLIER GUARANTEES

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

The Supplier guarantees to the Client:

- that the equipment is new, not used and free of any actual and legal defects;
- that the supplied equipment functions perfectly and that it complies fully with all 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., 3 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 45 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 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

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 9

CONTRACT TERMINATION

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

- does not comply with all requirements of the Client and fails to comply with them,
- increases the prices during validity of the contract,



- 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,,
- in other cases and in the extent specified in this contract.

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 10 CONTRACT TERMINATION TERMS

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

- if the Contracting Authority is informed that a competent court has established with a final decision that the Supplier or its Subcontractor has infringed applicable obligations in the area of mandatory environmental, social and labour law, or
- if the Contracting Authority is informed that the competent state authority established that the Supplier or its Subcontractor has at the time of the contract infringed at least two infringement in relation to:
 - payment for work,
 - working hours,
 - on rest,
 - the performance of work on the basis of civil law contracts, despite the existence of elements of an employment relationship or in connection with the employment of illegal workers

and for which an offence has been imposed by a final decision or several final decisions of the competent authority,

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 PPA-3, and determined these contracts within 30 days from the knowledge of the violation.

If the circumstances and conditions referred to in the preceding paragraph are fulfilled, the contract shall be terminated from the date of conclusion of a new contract on the execution of a public contract for the contract in question. The Contracting Authority shall inform the Supplier of the date of the conclusion of the new contract.

If the Contracting Authority does not initiate a new public procurement procedure within 30 days of becoming aware of the infringement, the contract shall be deemed to be terminated on the thirtieth day after the acquaintance with the infringement.

Article 11 FINAL PROVISIONS

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

Institut "Jožef Stefan", Ljubljana, Slovenija

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



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. Boštjan Zalar

Dr. Martin Eck

Date:

Date:

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

Marktheidenfeld
(place, date)
08. März 2021

Vigor Gas Purification Technologies (Europe) GmbH
Jahnstraße 5
D-97828 Marktheidenfeld
Tel. +49(0)9391 9137802
Fax +49(0)9391 9137803

The Bidder:

Martin Eck
(signature of the representative)





APPENDIX 1: Acceptance certificate for

»SUPPLY AND INSTALLATION OF GLOVEBOX BATTERY«

Name: Vigor Gas Purification Technologies (Europe) GmbH
Address: Jahnstr. 5, D-97828 Marktheidenfeld, Germany
VAT identification number: DE332287034
Contact person's: Dr. Martin Eck
Contact person's E-mail address: martin.eck@vigorgb.com
Person responsible for signing the contract: Dr. Martin Eck
Contract No.: JN0000851/2021-W01

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

FINAL ACCEPTANCE CERTIFICATE

* No. _____
place: _____
date: _____

Type of purchasing: ☐ Service ☐ Material ☒ Equipment ☐ Construction

Delivery method: ☒ Supplier ☐ JSI arrangement: ☐ Other: _____

No.	Findings
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)

YES	NO

According to the above findings, we confirm acceptance

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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)

Martin Eck
[Signature]



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

Details about the Contracting Authority/the tender

The Contracting Authority	JOŽEF STEFAN INSTITUTE Jamova cesta 39, 1000 Ljubljana, Slovenia
The code of the tender	JN000851/2021-W01
Subject of the tender	SUPPLY AND INSTALLATION OF GLOVEBOX BATTERY

Details about the Bidder

Name of the Bidder:	Vigor Gas Purification Technologies (Europe) GmbH
VAT identification number:	DE332287034
Legal representative of the Bidder:	Dr. Martin Eck, Dr. Thomas Bultmann

For the purpose of the 6th paragraph of Article 14 of the Integrity and Prevention of Corruption Act (the Official Gazette of the Republic of Slovenia, No. 69/11), 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	n/a	n/a	n/a

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	Vigor Gas Purification Technologies (Suzhou) Co., Ltd P.R. China	Business License No. 91320000772463822E	100

the legal person being owned by the following natural persons:

No.	Name and surname	Permanent address	Share of ownership in %
1	Dr. Delong Zhang	3rd floor, Block 2, No.18 pingsheng Rd., Suzhou Industrial Park, Jiangsu, P.R. China	88.21%
2	Defu Zhang	2 / F, block B, building 10, Xinxing Industrial Park, No.78 Xinglin street, Suzhou Industrial Park, Jiangsu, P.R. China	1.79%
3	Qiang Cheng	18 Pingsheng Rd., Suzhou Industrial Park, Jiangsu, P.R. China	10%



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	Vigor Gas Purification Technologies (Suzhou) Co., Ltd P.R. China; Business License No. 91320000772463822E	n/a

is in mutual relationship with the following legal person:

No.	Name and registered office of the legal person	Vat identification number	Associated as follows
1	Vigor Gas Purification Technologies (Europe) GmbH (100% subsidiary of Vigor Gas Purification Technologies (Suzhou) Co., Ltd P.R. China)	DE 332287034	Parent company / subsidiary

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.

Vigor Gas Purification Technologies (Europe) GmbH

Jahnstraße 5

D-97828 Marktheidenfeld

Tel. +49(0)9391 9137802

Fax +49(0)9391 9137803

Name and surname of the legal representative

Marktheidenfeld
(place, date)

08. März 2021

(stamp)

Martin Eck
(signature of the legal representative)