



Institut "Jožef Stefan", Ljubljana, Slovenija

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

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

FOR

**»SYSTEM FOR SIMULATION OF HIGH ALTITUDE
ENVIRONMENT IN A ROOM WITH SHORT ARM
HUMAN CENTRIFUGE IN BUILDING
ČAPLJA NC PLANICA«**

Internal reference number of the public tender: JN41/2022

Ljubljana, November 2022



Institut "Jožef Stefan", Ljubljana, Slovenija

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1. INVITATION TO TENDER

The contracting authority **Jožef Stefan Institute**, Jamova cesta 39, 1000 Ljubljana, tax number SI55560822, registration number 5051606, bank account: 01100-6030344242 registered with the Public Payment Administration (PPA) Ljubljana, has published on the public procurement portals information about public tender »System for symulation of high altitude environment in a room with short arm human centrifuge in building Čaplja NC Planica«.

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. 91/15, 14/18 and 121/21 hereinafter PPA-3) as a low-value public procurement procedure.

GENERAL INFORMATION:

Subject:	SYSTEM FOR SIMULATION OF HIGH ALTITUDE ENVIRONMENT IN A ROOM WITH SHORT ARM HUMAN CENTRIFUGE IN BUILDING ČAPLJA NC PLANICA
Internal reference:	JN41/2022
The bidding procedure:	Low-value public procurement procedure in accordance with Article 47 of PPA
Division into lots:	The public tender is not divided into lots.
Variants:	Variants are not permitted.
Requested validity of the tender:	The bid should be valid at least till 28 February 2023
Deadline for queries:	23 November 2022 by 16:00
Deadline for submission of tenders:	30 November 2022 at 10:00
Date and time of the public opening:	30 November 2022 at 12:00

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



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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.: **JN41/2022**

Subject: » **SYSTEM FOR SIMULATION OF HIGH ALTITUDE ENVIRONMENT IN A ROOM WITH SHORT ARM HUMAN CENTRIFUGE IN BUILDING ČAPLJA NC PLANICA**«

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. 91/15, 14/18 and 121/21) 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 the Public-Procurement Portal (<https://www.enarocanje.si/>). The tender documentation can be accessed free of charge.

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 28 February 2023.

2.8 A JOINT BID

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



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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).

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.



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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 4.2**
- 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 4.2**
- **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 (Official Gazette of the Republic of Slovenia, No. 69/11–official consolidated version and 158/20), the selected Bidder is obliged to submit, prior to signing the contract and at the request of the Jožef Stefan Institute, the awarding authority, a statement or details about the natural or legal entities owned by the selected Bidder, including the silent partners and business entities that are considered to be associated with the selected Bidder in line with the provisions of the law governing companies. If the Bidder submits a false statement or gives untrue information about the required details, the contract shall be annulled (Appendix 2).

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.



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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.</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.</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.</p>



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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 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).

2.13 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.

2.14 CRITERIA FOR ASSESSING AND EVALUATING THE BIDS

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

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

2.15 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.

2.16 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 **23 November 2022** shall be considered as timely. After this time, the Contracting Authority shall not answer any queries about the tender.

2.17 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.



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

A bid is deemed to be submitted on time if the Contracting Authority receives it via the **ePonudbe.si** system <http://eponudbe.si/en> by **30 November 2022 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 <http://eponudbe.si/en>.

2.18 THE PUBLIC OPENING OF THE BIDS

Bids shall be opened automatically in the IT ePonudbe.si system on **30 November 2022** and will start at **12.00 PM** 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.

2.19 VALIDITY OF THE BID

The bid has to be valid until 28 February 2023.

Variants are not permitted.

2.20 FORM »BID (PROFORMA INVOICE)«

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

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

If the Bidder declares a price of zero (0) EUR, it is understood this item is offered free of charge.

The Bidder must not change the content of Form 1.

The price must include all discounts and costs.



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

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

2.21 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.

2.22 LEGAL INSTRUCTION

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

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

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



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3. TECHNICAL DESCRIPTION AND SPECIFICATIONS OF THE EQUIPMENT

The subject of public tender is a supply and installation of a system for simulation of high altitude environment in a room with short arm human centrifuge in building Čaplja NC Planica. System consists of nitrogen generator which by means of adsorption removes oxygen from the air thus lowering its partial pressure, control unit, sensors, safety devices and software which enables local and remote control. High altitude simulation is achieved by lowering partial pressure of oxygen by means of nitrogen generator based on adsorption.

Equipment will be funded by the European Space Agency (ESA) project »ESA-BRAVE, bedrest, artificial gravity, vibration and exercise« which deals with research on the effect of artificial gravity on subjects living in conditions of simulated reduced gravity.

TECHNICAL SPECIFICATIONS:

Principle and characteristics of the system must be equal as existing system for simulation high altitude environment installed in hotel at NC Planica by company bCat. Jozef Stefan Institute has been using the system during several studies with in environment with simulated altitude since year 2007. JSI is also performing regular maintenance of the system.

Requirements for high altitude environment:

- Volume: 1 room 300 m³
- Target simulated value: min. 5.000 meters
- Stability: +/- 100 meters
- Pull-down time: max. 3 hours

Nitrogen generator

- Capacity: min. 85 m³/h
- Principle of operation: oxygen adsorption on carbon sieve, regeneration with vacuum pump and with w working pressure < 1,2 Bar
- Mode of operation: injection
- Control: Siemens PLC and display, external control from system controller
- Sound level: max 87 dB at 1 meter

Piping system

- PVC piping diameter 75 mm from nitrogen generator to the centrifuge room

System control unit

- Control by industrial computer including a UPS
- User Interfaces: touch screen, remote control over internet by PC, Android and IOS
- Sensors for Oxygen and CO₂, automatic calibration with calibration gas
- Sensor range: Oxygen 0 - 25%, CO₂ 0 – 5%
- Sensor resolution: Oxygen +/- 0,01%, CO₂ 0,01
- Option to add air pressure sensor, humidity sensor

Calibration

- Automatic calibration of O₂ and CO₂ sensors
- Calibration gas: 2,5 % CO₂ , rest nitrogen
- Container: 10 litres, 200 bar



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Fire safety requirements

- Local fire safety requirements for wiring, piping and ducting work should be fulfilled.

Software

- Preprogrammed altitude levels
- Scheduler for pre-programming the required altitudes on certain days and times
- Different access levels with different rights
- Graphical display of all data
- Data logging and storing
- Data export
- MODBUS TCP protocol registration

Safety functions:

- Automatic ventilation if the oxygen level is lower than target value
- Independent safety oxygen analyser with audible alarm, which automatically starts fresh air ventilation if oxygen concentration drops under safe value
- Possibility to send out alarm notification
- Over/under pressure valve for room protection
- Emergency button which will close the inlet valve for the hypoxic air and start fresh air ventilation. Pressing of the button activates external alarm.
- Indication light which indicates that room is under hypoxia and also indicated external alarm

OTHER REQUIREMENTS:

- The equipment must be CE marked.
- Components: all units should be made in EU
- The instrument and all its components must be new.
- The equipment must operate in the electrical grid 230/400 V.
- Documentation and manuals should be provided, including the maintenance documentation to achieve all technical characteristics.
- Price should include delivery charges and complete installation of the system including preparing and finishing works, drilling holes in concrete, electricity works, all travel and lodging costs of the provider's crew; JSI can provide local providers, but costs will be covered by bidder.
- The provider is responsible for technical support and service.
- Free post-training technical support and help by phone, electronic mail and remote access to the instrument, direct contact with application engineer
- Warranty and Out-of-warranty support:
 - Warranty at least 12 months
 - 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.



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4. TENDER DOCUMENTATION:

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FORM 1

BID (PROFORMA INVOICE)

Details about the Bidder:

Name: b-Cat BV
Address: Biezenwei 6, 4004 MB Tiel The Netherlands
VAT identification number: NL815405078B01
Bank account and the name of the bank: 59.28.04.461 ABN-Amro
Contact person: R. Luyten
Contact person's E-mail address: rluyten@b-cat.nl
Person responsible for signing the contract: R. Luyten

JOŽEF STEFAN INSTITUTE

Jamova cesta 39
1000 Ljubljana

BID No. 31600314
Place: Tiel
Date: 23-11-2022

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

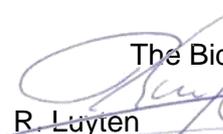
Type of purchasing: Service Material Equipment Construction

No.	Description of the goods	Quantity	Price	Discount %	Value
1	SYSTEM FOR SIMULATION OF HIGH ALTITUDE ENVIRONMENT IN A ROOM WITH SHORT ARM HUMAN CENTRIFUGE IN BUILDING ČAPLJA NC PLANICA	1 Set	117.412,00	15%	17.611,00
TOTAL					117.412,00
DISCOUNT					17.611,00
VALUE without VAT (EUR)					99.800

Delivery time (in weeks): 6 – 8 weeks
Payment terms (30 days after issuing the Invoice): 30 days
Delivery term: DAP Planica
Warranty period (at least 12 months): 12 months on equipment AND 5 years on active carbon when maintenances performed on time.
Validity of the bid: 28 February 2023

MANDATORY ENCLOSURE:

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

The Bidder

R. Luyten
(signature of the representative)
(name and surname)


Biezenwei 6 • 4004 MB Tiel
The Netherlands
info@b-cat.nl • www.bcat.nl



Institut "Jožef Stefan", Ljubljana, Slovenija

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

FORM 2

DETAILS ABOUT THE BIDDER

Details about the Bidder:

Name of the Bidder:	b-Cat BV
Address of the Bidder:	Biezenwei 6, 4004 MB Tiel The Netherlands
Legal representative of the Bidder:	R. Luyten
Contact person:	R. Luyten
E-mail of the contact person:	rluyten@b-cat.nl
Telephone number:	+31 (0)344 670 586
Fax number:	---
Website:	www.highaltitude-training.com
VAT identification number:	NL57ABNA0592804461
Bank account and the name of the bank:	59.28.04.461 ABN-AMRO
Person responsible for signing the contract:	R. Luyten

On the basis of a public tender published on the Public Procurement Portal we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the bidders.

Tiel, 23-11-2022

.....
(place, date)



Biezenwei 6 • 4004 MB Tiel
The Netherlands
info@b-cat.nl www.b-cat.nl
(stamp)

The Bidder:

.....
(signature of the representative)

The Contracting Authority's note: Form must be completed and attached to the bid, if you submit bid individually.



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FORM 2.1

GENERAL DATA ABOUT THE BIDDER AND THE CONSORTIUM

Details about the group leader in a joint bid:

Name of the Bidder:	b-Cat BV
Address of the Bidder:	Biezenwei 6, 4004 MB Tiel The Netherlands
Legal representative of the Bidder:	R. Luyten
Contact person:	R. Luyten
E-mail of the contact person:	rluyten@b-cat.nl
Telephone number:	+31 (0)344 670 586
Fax number:	---
Website:	www.highaltitude-training.com
VAT identification number:	NL57ABNA0592804461
Bank account and the name of the bank:	59.28.04.461 ABN-AMRO
Person responsible for signing the contract:	R. Luyten

On the basis of a public tender published on the Public Procurement Portal we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the bidders.

Contract partners in a joint bid and description of work:

No.	Name of the partner	Description of the work	Value	Share in %
The group leader in a joint bid	XXX	XXXX	XXX	XXX
Contract partner in a joint bid	XXX	XXXX	XXX	XXX
Contract partner in a joint bid	XXX	XXXX	XXX	XXX
Contract partner in a joint bid	XXX	XXXX	XXX	XXX
Contract partner in a joint bid	XXX	XXXX	XXX	XXX

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.



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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.	XXXX
2.	XXXX
3.	XXXX
4.	XXXX
5.	XXXX

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	XXXXX
Description of work	XXXXX
Quantity	XXXXX
Value	XXXXX
Place	XXXXX
Time of completion	XXXXX

Tiel, 23-11-2022

.....
(place, date)



The Bidder:

.....
(signature of the representative)

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



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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:	
Address of the Subcontractor:	
Municipality of the Subcontractor:	
Legal representative of the Subcontractor:	
VAT identification number:	

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

- YES, we authorise the Contracting Authority to make direct payments;
- NO, we do not require direct payments by the Contracting Authority

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

If the Bidder will carry out the contract with Subcontractors, it must provide 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.**



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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



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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:	b-Cat BV
Address of the Bidder:	Biezenwei 6, 4004 MB
Municipality of the Bidder:	Tiel
VAT identification number:	NL815405078B01

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.91/15, 14/18 and 121/21; hereinafter PPA-3) .
2. On the deadline for the submission of bids we are not excluded from the public award procedures due to being included in the record of entities with negative references, as defined in by item a) of the fourth paragraph of Article 75 of the PPA-3.
3. To our best knowledge we meet the obligations related to taxes and other monetary non-fiscal obligations pursuant to the law regulating of the financial administration, collected by the tax authority in line with the provisions of the country in which we have our registered office or in Member State of the Contracting Authority and we have no outstanding liabilities as at the day of submitting the bid worth EUR 50 or more. As at the day of submitting the bid, we have obtained all accounts of tax deductions for the incomes arising from employment relationships for the period of the last five years.
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 On the basis of a public tender » SYSTEM FOR SIMULATION OF HIGH ALTITUDE ENVIRONMENT IN A ROOM WITH SHORT ARM HUMAN CENTRIFUGE IN BUILDING ČAPLJA NC PLANICA«.

Tiel, 23 - 11 - 2022

(place, date)



Biezenwei 6 • 4004 MB Tiel
The Netherlands
info@b-cat.nl • www.b-cat.nl
(stamp)

The Bidder:

(signature of the representative)



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FORM 4.2

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

Name of the Bidder:	b-Cat BV
Address of the Bidder:	Biezenwei 6, 4004 MB
Municipality of the Bidder:	Tiel
VAT identification number:	NL815405078B01

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 On the basis of a public tender »**SYSTEM FOR SIMULATION OF HIGH ALTITUDE ENVIRONMENT IN A ROOM WITH SHORT ARM HUMAN CENTRIFUGE IN BUILDING ČAPLJA NC PLANICA**«, for all natural persons, authorized as legal representatives:

a)

Name and surname:	R. Luyten
Date of birth:	21-10-1967
Place of birth:	Herten
Municipality of birth:	Herten
Country of birth:	The Netherlands
Permanent/temporary address:	Lodewijkstyraat 23, 3417 VC Montfoort
Signature	

b)

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

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

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

Tiel, 23 - 11 - 2022

(place, date)



The Bidder:

(signature of the representative)



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FORM 5

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

B-CAT BV

Biezenwei 6

4004 MB Tiel

The Netherlands

VAT-ID: NL815405078B01

represented by the director R. Luyten (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 JN41/22

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:

SYSTEM FOR SIMULATION OF HIGH ALTITUDE ENVIRONMENT IN A ROOM WITH SHORT ARM HUMAN CENTRIFUGE IN BUILDING ČAPLJA NC PLANICA

specified, in detail, in the Quotation/pro-forma invoice with the ref. number 31600314 as of 23-11-2022 that is an integral part of this contract.

Article 2

VALUE OF THE CONTRACT

The value of the above equipment is € 99.800,00. The price does not include the VAT.



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Article 3 DELIVERY TERMS

The delivery period for the equipment that is the subject of this contract is 6 – 8 weeks after the date of the contract and received advance payment.

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 fax, e-mail, in writing or by telephone, at least 3 working days prior to the delivery.

The Client shall sign the handover note after the establishing that the 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 Supplier shall issue the invoices to the Client in the following order:

- 40% payment in advance after receipt of the order and signed contract
- 40% payment payable on receipt of Invoice, at the time of delivery
- 20% payment after technical acceptance

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
- Handover note – final acceptance certificate
- Warranty certificate

The documentation must be in Slovene or English.



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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 warranty to cover the quality of the equipment and its smooth operation at least to an extent equal to the extent of the warranty given by the producer of the equipment to the Supplier, i.e., 1 year following the date of the receipt of the equipment.

During the warranty 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 30 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 MAINTENANCE AND SERVICE OF THE EQUIPMENT

The maintenance of the equipment is carried out regularly, according to predetermined schedule in line with the manufacturer's instructions and recommendations to ensure safe operation, to reduce the possibility of failures and to ensure the continuous optimal operation of the equipment. It is performed during the warranty period and after the expiration of the warranty. The price includes material, work, daily allowances and travelling costs.

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



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

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

Article 9 ANTI-CORRUPTION CLAUSE

If it is found that, during the execution of the public tendering, on the basis of which this contract has been made, or during the execution of this contract, anyone acting in the name of – or on the account of – the Supplier, has promised, offered or given any undue advantage to the Client (the Contracting Authority), or those employees that had a decisive influence on the choice of the Supplier, in order:

- to win this public contract,
- to conclude this contract under more favourable conditions,
- to omit due diligence in the supervision of the contract implementation,
- to carry out any other act or omission causing damage to the Client or allowing the Client or its employees to obtain an undue advantage,

this contract will be void.

In the case of an alleged existence of the conditions from the first paragraph of this article or from a notification of the Commission for the Prevention of Corruption, or any other responsible body, relating to their alleged existence, the Client shall initiate the proceedings for invalidity of the contract from the first paragraph of this article, or any other measures, in line with the regulations of the Republic of Slovenia.

Article 10 EARLY TERMINATION OF THE CONTRACT

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

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

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

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



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

Article 11 TERMS FOR TERMINATION OF THE CONTRACT

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

- if the Contracting Authority is informed that 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:
 - o payment for work,
 - o working hours,
 - o on rest,
 - o 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 6 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 30th day after the acquaintance with the infringement.

Article 12 FINAL PROVISIONS

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

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

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

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

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



Institut "Jožef Stefan", Ljubljana, Slovenija

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CLIENT:
Jožef Stefan Institute
Director:

SUPPLIER:
Director:

Prof. Dr. Boštjan Zalar

Date:

Date:

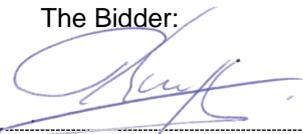
We herewith declare that the format of this sample contract is acceptable for the Bidder.

Tiel, 23 - 11 - 2022

.....
(place, date)



The Bidder:


.....
(signature of the representative)



Institut "Jožef Stefan", Ljubljana, Slovenija

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APPENDIX 1: Acceptance certificate for

»SYSTEM FOR SIMULATION OF HIGH ALTITUDE ENVIRONMENT IN A ROOM WITH SHORT ARM HUMAN CENTRIFUGE IN BUILDING ČAPLJA NC PLANICA«

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

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

FINAL ACCEPTANCE CERTIFICATE

* No.
place:
date:

Type of purchasing: Service Material Equipment Construction

Delivery method: Supplier JSI arrangement: Other:

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

Additional comments:

.....

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

The Supplier:

Institut "Jožef Stefan"

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

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



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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	JN41/2022
Subject of the tender	SYSTEM FOR SIMULATION OF HIGH ALTITUDE ENVIRONMENT IN A ROOM WITH SHORT ARM HUMAN CENTRIFUGE IN BUILDING ČAPLJA NC PLANICA

Details about the Bidder

Name of the Bidder:	b-Cat BV Biezenwei 6 4004 MB Tiel, The Netherlands
VAT identification number:	NL815405078B01
Legal representative of the Bidder:	R. Luyten

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

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

No.	Name and surname	Permanent address	Share of ownership in %
1	R. Luyten	Lodewijkstrat 23, 3417 VC Montfoort	30%
2	E. Willemsen	Brinkweg 8, 3704 EK, Zeist	30%
3	W. van den Berg	Ommerenveldseweg 16, 4032 NC, Ommeren	40%
...			

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

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

the legal person being owned by the following natural persons:

No.	Name and surname	Permanent address	Share of ownership in %
1			
2			
3			
...			



Institut "Jožef Stefan", Ljubljana, Slovenija

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

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

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

is in mutual relationship with the following legal person:

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

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

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

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

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

Tiel, 23 - 11 - 2022

(place, date)



Name and surname of the legal representative:

R. Luyten

(signature of the legal representative)