# Institut "Jožef Stefan", Ljubljana, Slovenija 1001 Ljubljana, p.p. 3000 / Jamova cesta 39 / Tel. n.c. 477 39 00, Fax: 423 54 00



FORM 1

	5. BID (PROFORMA INVOICE) Details about the bidder:					
	Name: Address: VAT identification number: Bank account and the name of the bank: Contact person: Contact person's E-mail address: Person responsible for signing the contract:	BLO DK1 3100 Brun brun	0048265 0080281 Da 10 LEFEVRE	460 BIRKERC nske Bank E nktphotonics.co		
	JOŽEF STEFAN INSTITUTE Jamova cesta 39 1000 Ljubljana					
		В		O. JN53/2020 ice: Birkerod	0	
			Da	ate: 01DEC20	20	
	On the basis of your public tender we are plea	ased to	submit the	followina bid:		
		/lateria		Equipment	Constru	uction
No.	Description of the goods		Quantity	Price	Discount %	Value
1	SUPPLY AND INSTALLATION OF A FEMTOSECOND TUNABLE LASER		1 Set	192,200.00	19,8%	154,100.00
			VAL	_UE without \	TOTAL DISCOUNT VAT (EUR)	192,200.00 38,100.00 154,100.00
	Delivery time (in weeks): 16 weeks Payment terms (30 days after issuing the Invoice Delivery term: CIP Ljubljana (price includes of Warranty period (at least 1 year): 1 year Validity of the bid: 31 March 2021	lelivery		t		
	MANDATORY ENCLOSURE: Brochures including a complete technical de supplier's Offer/Quotation with technical spe (please, enclose it to the second part of tende	cificati	ions and a l	ist of compone		
				The b	idder:	
				(signature of the		

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FORM 2

#### 4. DETAILS ABOUT THE BIDDER

#### Details about the bidder:

Name of the bidder:	NKT PHOTONICS A/S
Address of the bidder:	BLOKKEN 84, 3460 BIRKEROD – DENMARK
Legal representative of the bidder:	Svend LICHT
Contact person:	Bruno LEFEVRE
E-mail of the contact person:	Bruno.lefevre@nktphotonics.com
Telephone number:	+33 7 698 697 13
Fax number:	+45 4348 3901
Website:	www.nktphotonics.com
VAT identification number:	DK10048265
Bank account and the name of the bank:	3100080281 Danske Bank
Person responsible for signing the contract:	Basil GARABET

On the basis of a public tender »SUPPLY AND INSTALLATION OF A FEMTOSECOND TUNABLE LASER« published on the Public Procurement Portal, on 30 November 2020 under publication number JN007468/2020-B01 we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the bidders.

The bidder:

(signature of the representative)

Birkerød, 9 December 2020

(place, date)

(stamp)



NKT Photonics A/S

Blokken 84 · DK-3460 Birkeroed · Denmark

Tel: +45 4348 3900 · VAT: 10048265

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

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#### GENERAL DATA ABOUT THE BIDDER AND THE CONSORTIUM

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

Name of the bidder:	NKT PHOTONICS A/S
Address of the bidder:	BLOKKEN 84, 3460 BIRKEROD – DENMARK
Legal representative of the bidder:	Svend LICHT
Contact person:	Bruno LEFEVRE
E-mail of the contact person:	Bruno.lefevre@nktphotonics.com
Telephone number:	+33 7 698 697 13
Fax number:	+45 4348 3901
Website:	www.nktphotonics.com
VAT identification number:	DK10048265
Bank account and the name of the bank:	3100080281 Danske Bank
Person responsible for signing the contract:	Basil GARABET

On the basis of a public tender **»SUPPLY AND INSTALLATION OF A FEMTOSECOND TUNABLE LASER«** published on the Public Procurement Portal, on 30 November 2020 under publication number JN007468/2020-B01 we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the bidders.

Contract partners in a joint bid and description of work:

No.	Name of the partner	Description of the work	Value	Share in %
The group leader in a joint bid	APE Angewandte Physik und Elektronik GmbH	Origami IRO Installation	4,270.00	2,8%
Contract partner in a joint bid				
Contract partner in a joint bid				
Contract partner in a joint bid				
Contract partner in a joint bid				

Photonics the power of light

The bidder:

Birkerød, 9 December 2020 (place, date)

NKT Photonics A/S

Blokken 84 · DK-3466666660 Penmark

(signature of the representative)

Tel: +45 4348 3900 · VAT: 10048265

The contracting authority's note: Form must be completed and attached to the bid, <u>only</u> if you submit joint bid as consortium.

Acting as a bidder, we are submitting the bid:

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FORM 3

#### ACTING WITH SUBCONTRACTORS/WITHOUT SUBCONTRACTORS

a) individually, without subcontractors					
b) with the following subcontractors:					
No.	Subcontractors				
1.	APE Angewandte Physik und Elektronik GmbH				
2.					
3.					
4.					
5.					

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

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

Subcontractor	APE Angewandte Physik und Elektronik GmbH
Description of work	Instalaltion of the Origami IRO
Quantity	1
Value	4,270.00 €
Place	At customer place
Time of completion	Before 31 March 2021

The bidder:

Birkerød, 9 December 2020

(place, date)

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(signature of the representative)

NKT Photonics A/S Blokken 84 · DK-3460 Birkeroed · Denmark

Tel: +45 4348 3900 · VAT: 10048265

The contracting authority's note: Form must be completed and attached to the bid, <u>regardless the fact</u> if you submit bid individually or with a joint bid with subcontractors

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**FORM 3.1** 

#### THE SUBCONTRACTOR'S AUTHORISATION TO DIRECT PAYMENTS MADE BY THE CONTRACTING AUTHORITY TO THE SUBCONTRACTOR(S) AND CONSENT

Name of the subcontractor:	APE Angewandte Physik und Elektronik GmbH
Address of the subcontractor:	Plauener Str. 163-165/Haus N, 13053 Berlin
Municipality of the subcontractor:	Berlin Germany
Legal representative of the subcontractor:	Sjoerd VISSER
VAT identification number:	DE246619145

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

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

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

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

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

> APE - Angewandte Physik & Elektronik GmbH Plauener Str. 163 - 165 / Haus N 13053 Berlin Germany

> > Fax: +49 (0)30 986 011 333 Mail: ape@ape-berlin.de (stamp)

Fon: +49 (0)30 986 011 30

Berlin 10.12.2020 (place, date)

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.

JN53/2020 SUPPLY AND INSTALLATION OF A FEMTOSECOND TUNABLE LASER

5/17

The subcontractor:

# Institut "Jožef Stefan", Ljubljana, Slovenija 1001 Ljubljana, p.p. 3000 / Jamova cesta 39 / Tel. n.c. 477 39 00, Fax: 423 54 00



#### 6. FORMS FOR ESTABLISHING THE CAPACITIES OF A BIDDER

- ESPD form
- FORM 4.1 Statement of the bidder for obtaining personal information from official records
- FORM 4.2 Technical suitability statement

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**FORM 4.1** 

# STATEMENT OF THE BIDDER FOR OBTAINING PERSONAL INFORMATION FROM OFFICIAL RECORDS

Name of the bidder:	NKT PHOTONICS A/S
Address of the bidder:	BLOKKEN 84 – 340 BIRKEROD – DENMARK
Municipality of the bidder:	BIRKEROD
VAT identification number:	DK10048265

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 A FEMTOSECOND TUNABLE LASER«, published on the Public Procurement Portal, on 30 November 2020, under publication number JN007468/2020-B01 for all natural persons, authorized as legal representatives:

a)			
Name and surname:	Bruno LEFEVRE		
Date of birth:	22 DECEMBER 1960		
Place of birth:	PARIS		
Municipality of birth:	PARIS		
Country of birth:	FRANCE		
Permanent/temporary address:	26 RUE DES CHAPELIERS 22300 LANNION		
	FRANCE		
Signature	The state of the s		

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

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

The bidder:

Birkerød, 9 December 2020

(place, date)

(stamp)

(signature of the representative)

Photonics

NKT Photonics A/S Blokken 84 · DK-3460 Birkeroed · Denmark Tel: +45 4348 3900 · VAT: 10048265

the power of light

**FORM 4.2** 

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#### STATEMENT OF TECHNICAL SUITABILITY

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

#### Offered equipment fulfils the following TECHNICAL SPECIFICATIONS:

#### Pump Laser:

Compact high-energy 1-µm amplified femtosecond laser with following specifications:

- 1030nm 4W >40µJ
- Power stability <1% rms (12h at constant temperature)</li>
- <400 fs pulses, no pedestal</p>
- Single shot to 1MHz repetition rate, pulse on demand.
- Spectral bandwidth <5nm at 1030nm</li>
- Amplitude noise (12h) <1% rms at 1030m
- Beam Pointing stability
  - < 5µrad/ °C (18-28°C)
  - <30µrad rms (12h at constant temperature)</li>
- Pulse to pulse stability <1% rms</li>
- M<sup>2</sup><1.2
- PER > 22dB vertical
- Size  $< 290 \times 180 \times 510 \text{ mm}$  (without SHG)
- Mounting holes relative to the laser dimensions
- Astigmatism < 0.25</li>
- Ellipticity < 0.1
- 1/e2-Beam diameter 1.6 ± 0.2 mm at 200 mm from housing\*
- Output power attenuation 0.5 100 % (adjustable)
- Weight < 30Kg
- Air cooled
- Consumption < 500W
- Mountable in any direction Laser will operate in vertical position
- Trigger output
- Digital gate input
- Analog gate input
- CAN, RS232, SPI
- Graphic User Interface

#### **Optical Parametric Amplifier**

- No external alignment mirrors
- OPA and WL conversion are in separate sealed compartment
- Power stability across signal band ~1% RMS
- Gap-free tuning from 210nm-2600nm;
- Single port tuning output from 210nm-2600nm
- Repetition rate from single shot to 500kHz
- Performances at 100kHz:
  - Pump power at 40µJ
  - o 25 to 1000nJ from 210nm to 630nm
  - 2μJ to 2.5μJ from 630nm to 1000nm
  - ο Typical SHG Energy available at 515nm: 10μJ
- Performances at 500kHz:
  - o Pump power at 8µJ
  - o 5 to 200nJ from 210nm to 630nm
  - o 0,4µJ to 0.5µJ from 630nm to 1000nm
  - ο Typical SHG Energy available at 515nm: 2μJ

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- Residual green beam for pumping experiment
- Pointing stability for UV/VIS/NIR
- Built in PC for control and operation
- Internal system monitoring and datalogging
  - OPA performance; conversion efficiency
  - Laser performance includes quad cell, 2P detector, SHG power, Fundamental power and rep rate
  - 100GB log file, data every 5s, zips data every month
  - Remote session debugging and some alignment possible
- UV/VIS extension is all one box
- Fully sealed boxes, no external beam for laser safety issues

#### **OTHER REQUIREMENTS:**

- The equipment will be CE compatible.
- > Delivery will be within max. 4 months from order date.
- > The equipment will be connected to 220/400V.
- > Documentation and manuals will be provided, including the maintainance documentation.
- The price includes delivery charges, installation and on-site crew training in Ljubljana; offer includes all costs connected with traveling and accommodation
- We will provide technical support and service.
- We will provide technical support and remote help by phone and electronic mail.
- Warranty and Out-of-warranty support:
  - Warranty at least 1 year (except consumables).
  - Response time at most 5 working days after the problem notice.
  - Technical support during the warranty period (at least 10 hours).
  - After expiration of the warranty the provider must provide replacement parts and services for all the items in this tender for at least 10 years after the out-of-warranty.

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 A FEMTOSECON TUNABLE LASER«.

The bidder:

Birkerød, 9 December 2020

(place, date)

(stamp)

(signature of the representative)

Photonics the power of light

NKT Photonics A/S

Blokken 84 · DK-3460 Birkeroed · Denmark

Tel: +45 4348 3900 · VAT: 10048265

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FORM 5

#### 7. SAMPLE CONTRACT

#### JOŽEF STEFAN INSTITUTE,

Jamova cesta 39, 1000 Ljubljana, Slovenia

VAT-ID: SI55560822

represented by the Acting Director, prof. dr. Jadran Lenarčič, henceforth referred to as "the Client",

and

NKT PHOTONICS A/S Blokken 84 3460 Birkerod Denmark VAT-ID: DK10048265

represented by the Acting Director, Basil GARABET (henceforth referred to as "the Supplier")

have agreed on the following

#### CONTRACT

# Article 1 SUBJECT OF THE CONTRACT

The contracting parties have established that, in line with the Public Procurement Act, the Client awarded the contract to the most cost-effective bidder with regard to the realisation of the supply requirement expressed in the public tender published on the Public Procurement Portal of the Republic of Slovenia under the reference number JN007468/2020-B01.

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

#### SUPPLY AND INSTALLATION OF A FEMTOSECOND TUNABLE LASER

specified, in detail, in the Quotation/pro-forma invoice with the ref. number DK01-Q003133-8 as of the 30 November 2020 that is an integral part of this contract.

# Article 2 VALUE OF THE CONTRACT

The value of the above equipment is one hundred fifty four thousand one hundred euros (154,100.00 €). 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 16 weeks after the date of the contract.

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

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

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

The Supplier shall provide the delivery of the equipment with his its own professionally qualified staff or with the subcontractors, listed in tender documentation. If the Client finds that the work is carried out by the subcontractor not listed in the tender, he is entitled to cancel the contract. The Supplier reserves the right to verify any time subcontractor employees performing work. All employees are required to give credible information.

# Article 4 PAYMENT TERMS

The 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 a proper delivery of equipment of adequate quality and quantity.

The Supplier will submit to the Client the following documentation:

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

The documentation should be in Slovene or English.

# Article 6 SUPPLIER GUARANTEES

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 or factory refurbished 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 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., one (1) year following the date of the receipt of the equipment.

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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 MAINTENANCE AND SERVICE OF THE EQUIPMENT

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

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

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

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

# Article 9 ANTI-CORRUPTION CLAUSE

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

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

this contract will be void.

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

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

and provided that the acquaintance with the infringement and the expiration of the validity of the contract has remained for at least six months or if the Supplier acts with the Subcontractor, even if the Supplier does not replace or replace this subcontractor due to the established violation with the Subcontractor, in a manner determined in accordance with Article 94 of the ZJN-3, and determined these contracts within 30 days from the knowledge of the violation.

If the circumstances and conditions referred to in the preceding paragraph are fulfilled, the contract shall be terminated from the date of conclusion of a new contract on the execution of a public

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contract for the contract in question. The contracting authority shall inform the Supplier of the date of conclusion of the new contract.

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

# Article 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,

CLIENT:

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

SUPPLIER

Jožef Stefan Institute	93	7 1 EIEIC
Acting Director:	Di	rector:
		3
Prof. Dr. Jadran Lenarčič		
Date:	Da	ite: 9 December 2020
We herewith declare that the forma	at of this sample contract is accepta	ble for the bidder.
		The bidder:
Birkerød, 9 December 2020	44	
(place, date)	(stamp)	(signature of the representative)
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N	IKT Photonics A/S	

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# Institut "Jožef Stefan", Ljubljana, Slovenija 1001 Ljubljana, p.p. 3000 / Jamova cesta 39 / Tel. n.c. 477 39 00, Fax: 423 54 00



### **APPENDIX 1: Acceptance certificate for**

### **»SUPPLY AND INSTALLATION OF A FEMTOSECOND TUNABLE LASER**«

Name:	NKT PHOTONICS A/S	
Address:	BLOKKEN 84 – 3460 BIRKERO	DD – DENMARK
VAT identification number:	DK10048265	
Contact person's:	Bruno I EEE\/RE	
Contact person's E-mail address:	Bruno.lefevre@nktphotonics.co	m
Person responsible for signing the contract:	Basil GARABET	
Contract No.:	INIE 2/2020	
Contract No	01100/2020	
Following Delivery note Nr.	of	herewith we issue :
,		
FINAL ACCEPTANCE C	ERTIFICATE * No.	
	date:	
Type of purchasing: Service	Material X Equipme	ent Construction
Delivery method: x Supplier	JSI arrangement: Otl	her:
Nr. Findings		YES NO
1 All the ordered parts or services ha	ave heen delivered	TES NO
2 The quality of the supplied parts or		
terms of the purchase agreement.	convices complies with all the	
3 The required quantity of individual	components or services has	
been supplied.		
4 All the required or necessary docu		
5 Allthe manuals including the instruc		
6 All the other required acceptance to	ests have been carried out (QA)	
According to the above findings	s. we confirm acceptance	
Additional comments:		
Additional comments.		
Supplier shall receive a copy of the sig	ned final acceptance certificate.	
The Supplier:	Inetitut	"Jožef Stefan"
The Supplier.	mstitut	JOZGI OLGIAN
(name and surname of the supplie's representativer)	(name and surnam	e 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 obout the Contracting Authority/the tender

The Contracting Authority	JOŽEF STEFAN INSTITUTE Jamova cesta 39, 1000 Ljubljana, Slovenia
The code of the tender	JN007468/2020-B01
Subject of the tender	SUPPLY AND INSTALLATION OF A FEMTOSECOND TUNABLE LASER

#### **Details obout the Bidder**

Name of the Bidder:	
	NKT PHOTONICS A/S
VAT identification number:	DK10048265
Legal representative of the Bidder:	Basil Garabet

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

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

No.	Name and surname	Permanent address	Share of ownership in %
1	No natural person owns		
	shares in the bidder		
2			
3			

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

No.	Name and registered office of the legal person	VAT identification number	Share of ownership in %
1	NKT A/S Vibeholms Allé 20 2605 Brøndby Denmark	62725214	100 %
2			
3			

the legal person being owned by the following natural persons:

		7	
No.	Name and surname	Permanent address	Share of ownership in %
1	The legal person is a stock exchange listed company		
2			

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



3	

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

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

is in mutual relationsjip with the following legal person:

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

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

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

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

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

Name and surname of the legal representative:

Birkerød, 9 December 2020

(place, date)

...(stamp)
Photonics

the power of light

(signature of the legal representative)

NKT Photonics A/S

Blokken 84 · DK-3460 Birkeroed · Denmark

Tel: +45 4348 3900 · VAT: 10048265