

SPECIFICATION OF TENDER

Subject of the order: Annual subscription (AAF) for the access to archival e-contents of e-journals JSTOR during the time period Jan. 1st, 2023 - Dec. 31st, 2023 for the Slovenian Consortium:

1. University of Ljubljana
2. University of Maribor
3. University of Nova Gorica
4. University of Primorska
5. Institute of Contemporary History
6. National Museum of Slovenia
7. Scientific Research Center of the Slovenian Academy of Sciences and Art
8. Science and Research Center Koper

Requirements:

1. Annual subscription (AAF) for the access to archival e-contents of e-journals JSTOR during the time period Jan. 1st, 2023 - Dec. 31st, 2023 for the Slovenian Consortium:

2. Authorized users: authorized users (identified in the License Agreement dated December 10, 2012 which is still in effect herein referred to as the "License Agreement") of the Slovenian Consortium:

1. University of Ljubljana
2. University of Maribor
3. University of Nova Gorica
4. University of Primorska
5. Institute of Contemporary History
6. National Museum of Slovenia
7. Scientific Research Center of the Slovenian Academy of Sciences and Art
8. Science and Research Center Koper

3. E-contents are accessible via publisher's platform 24/7

4. Number of concurrent users: unlimited

5. Content coverage as described in the enclosed Excel chart; consortium members are entitled to following contents under the terms of the License Agreement:

- | | |
|--|--|
| 1. University of Ljubljana | Collections I, II, III, IV, V, VI, VII, Life Sciences |
| 2. University of Maribor | Collections I, II, III, IV, V, VI, VII, Life Sciences |
| 3. University of Nova Gorica | Collections I, II, III, IV, V, VI, VII, Life Sciences |
| 4. University of Primorska | Collections I, II, III, IV, V, VI, VII, Life Sciences |
| 5. Institute of Contemporary History | Collections I, II, V, VII |
| 6. National Museum of Slovenia | Collections I – XII + 19th Century British Pamphlets (Museum Collection) |
| 7. Scientific Research Center of the Slovenian Academy of Sciences and Art | Collections I, II, III, IV, Life Sciences |
| 8. Science and Research Center Koper | Collections I, II, III, V, VII, XIII |

6. Authorization: IP access

7. Authorized use: Retrieving, displaying, searching, downloading, printing, storing of reasonable portions of the content according to the License Agreement

8. Purpose of use: Scholarly research, educational and personal use by Authorized Users

9. Usage statistics: Administrator access

10. Open URL compliant

11. Customer Support and User Support:

Technical support

Instructional (courses, on-line help)

Promotional (print or electronic promotional material)

12. Archival / perpetual rights: in accordance with the License Agreement

Criterion for the choice of the supplier: lowest price offered

BID

Contracting authority:

Centralna tehniška knjižnica Univerze v Ljubljani
 Trg republike 3
 SI-1000 Ljubljana
 SLOVENIA
 ID for VAT: SI23576430

Business authority:

Number: JSTORza2023

Date:

Information on the economic operator – tenderer

Company	
Legal representative	
ID for VAT	
Bank account number	
Registration No.	
Address	
Authorized signatory of the contract	
Authorized persons for the signature of the tender (members of the managing board or of the supervisory committee authorized for representation or decision-making or supervision):	
Tenderer's contact person	
Phone of Tenderer's contact person	
Fax Tenderer's contact person	
E-mail Tenderer's contact person	

Subject of the tender: Annual subscription (AAF) for the access to archival e-contents of e-journals JSTOR during the time period Jan. 1st, 2023 - Dec. 31st, 2023 for the Slovenian Consortium:

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8. Science and Research Center Koper

Please fill in and/or mark by bold letters the relevant answer (e.g. YES/NO, YES/NO).

	Specification of the offered contents:
1. Content coverage: 1. University of Ljubljana Collections I, II, III, IV, V, VI, VII, Life Sciences 2. University of Maribor Collections I, II, III, IV, V, VI, VII, Life Sciences 3. University of Nova Gorica Collections I, II, III, IV, V, VI, VII, Life Sciences 4. University of Primorska Collections I, II, III, IV, V, VI, VII, Life Sciences 5. Institute of Contemporary History Collections I, II, V, VII 6. National Museum of Slovenia Collections I – XII + 19th Century British Pamphlets (Museum Collection) 7. Scientific Research Center of the Slovenian Academy of Sciences and Art Collections I, II, III, IV, Life Sciences 8. Science and Research Center Koper Collections I, II, III, V, VII, XIII	YES/NO
2. Interface http://www.jstor.org/	
3. Mode of access: online	
4. Number of concurrent users:	
5. Authorization	
6. Authorized users and authorized access	
a) Authorized users of the Slovenian Consortium: 1. University of Ljubljana 2. University of Maribor 3. University of Nova Gorica 4. University of Primorska 5. Institute of Contemporary History 6. National Museum of Slovenia 7. Scientific Research Center of the Slovenian Academy of Sciences and Art 8. Science and Research Center Koper	YES/NO
b) remote access Remote access for users of those institutions through EZproxy or VPN using username/password authentication maintained by the contracting authority	YES/NO
c) walk-in-users of libraries on the library premises (IP authorization)	YES/NO
7. Authorized use: Retrieving, displaying, searching, downloading, printing, storing of reasonable portions of the content	YES/NO
8. Purpose of use Scholarly research, educational and personal use by authorized users	YES/NO
9. Open URL compliant	YES/NO
10. Usage statistics: Administrator's site	YES/NO
COUNTER Code of practice compliant	YES/NO
ICOLC guidelines compliant	YES/NO
11. Archival / perpetual rights	YES/NO
State the modes of access to the archival contents after the termination of the License Agreement	
a) estimated price for the software to access the archival contents.	
b) technical needs and conditions at Public Authority's site to access the archival contents after the termination of the License Agreement	
12. Customer Support and User Support	YES/NO
Technical	YES/NO
Instructional (courses, on-line help)	YES/NO
Promotional (print or electronic promotional material)	YES/NO

13. Price (in USD)	
1. University of Ljubljana	USD
2. University of Maribor	USD
3. University of Nova Gorica	USD
4. University of Primorska	USD
5. Institute of Contemporary History	USD
6. National Museum of Slovenia	USD
7. Scientific Research Center of the Slovenian Academy of Sciences and Art	USD
8. Science and Research Center Koper	USD
Total	USD

Place:

Authorized person:

Date: ...

Signature

Contracting authority:

Centralna tehniška knjižnica Univerze v Ljubljani
Trg republike 3
SI-1000 Ljubljana
SLOVENIA
ID for VAT: SI23576430

Business authority:.....

DECLARATION

Under criminal and material liability we declare:

- We have met contractual obligations from previous contracts in the past three years prior to this tender accurately and on time;
- Contracting authorities have not filed against us justified claims regarding quality of goods or breaching of other contractual stipulations;
- We have not committed a grave professional error or misconduct, which the contracting authority can prove on a justified base (termination of e-access to electronic journals for two consecutive days which is not caused by force majeure);
- We are authorized by the publisher JSTOR to sell JSTOR's e-products in Slovenia. The authorization is not older than 30 days from the date for tender submission.
- In the past 6 months prior to the deadline for tender submissions for this tender, our bank account has not been frozen for more than 15 days (total of numbers of blockage of account for each bank account). We agree to submit evidence on this matter, if the contracting authority requires evidence;
- We are acquainted with the fact that the contracting authority may exclude us from the tender election if the data in our tender documentation are misleading;
- We accept all terms and other requirements from the tender documentation;
- We are acquainted with the entire tender documentation
- The entire tender documentation was considered at the preparation of our bid; and it will also be considered at the execution of the respective order.

This Declaration is an essential part and an enclosure of the tender documents by which we tender.

Authorized person:

Place:

Date: ...

Signature

Contracting authority:
Centralna tehniška knjižnica Univerze v Ljubljani
Trg republike 3
SI-1000 Ljubljana
SLOVENIA
ID for VAT: SI23576430

Business entity:

DECLARATION OF THE RETRIEVAL OF COMPANY DATA

Tenderer agrees to authorize the contracting authority CTK for the purposes of this tender to retrieve data from official records kept by a state authority, local authority or by the holder of public authority for persons who are authorized for the representation:

Data on the company:

Full name of the company

Address of the company

Municipality where the company is established
Registration number of the company

Place: _____ Authorized person:

Date: ... _____
Signature

Contracting authority: Centralna tehniška knjižnica Univerze v Ljubljani
 Trg republike 3
 SI-1000 Ljubljana
 ID for VAT: SI23576430

Business entity:

DECLARATION OF THE RETRIEVAL OF PERSONAL DATA

for the person who is a member of the administrative body or of the board of managers or of the supervisory board of that business entity or who holds the permission for their statutory representation or decision making or supervision

For the purposes of this tender I give my consent to the contracting authority CTK Trg republike 3,1000 Ljubljana, Slovenia to retrieve data from respective official records for persons who are a member of the administrative body or of the board of managers or of the supervisory board or who hold the permission for legal representation or decision making or supervision, that they have not been convicted by final judgment for crimes which include elements of acts defined in the Penal Code (KZ-1) and are specified in paragraph one of the article 75 of the Public Procurement Act ZJN-3.

Personal data:

Name	
PIN (Personal Identification Number)	
Birth date	
Birth place	
Country of birth	
Permanent/temporary address	
Nationality	
My previous surname was	
Signature	

Instead of the completed declaration of the retrieval of data from the criminal record for natural persons (OBR-4), certificates from the criminal record can be submitted. In this case, the certificate from the criminal record must reflect the latest situation and must not be older than four months, counted from the date of the deadline for submission of offers.

If the business authority has more statutory representatives, for whom they are obliged to prove good conduct according to paragraph one of the Article 75 of the Public Procurement Act ZJN-3, this form will be photocopied and completed for each of those persons, or certificate(s) from the criminal record for several legal representatives or persons for whom, according to the first paragraph of Article 75 it is necessary to demonstrate non-conviction will be submitted.

This Declaration is an essential part and an enclosure of the tender documents by which we tender.

Place: Authorized person:

Date: _____
Signature

Contracting authority:
Centralna tehniška knjižnica Univerze v Ljubljani
Trg republike 3
SI-1000 Ljubljana
SLOVENIA
ID for VAT: SI23576430

Business entity:

DECLARATION OF ANTI-CORRUPTION

Provision in the first paragraph of Article 35 of the Law on Integrity and Corruption Prevention (ZIntPK, Ur. l. RS, št. 69/2011) requires that the contracting authority, which operates in accordance with the regulations of public procurements, is not allowed to enter a business relationship with business entities where the contracting authority is an official - who is performing service at this authority - a family member, involved as a manager, a member of management, a statutory representative or directly or indirectly or through other legal entities holds more than 5 % of founder's rights or management or capital.

In accordance with the above paragraph we declare that within the business entity, which will be performing the subject of this tender, the official or his/her family members are not members of the management nor do they directly or indirectly or through other legal entities holds more than 5 % of founder's rights or management or capital.

We are not on the list of business entities from Article 35 of the Law on Integrity and Corruption Prevention (ZIntPK - Uradni list RS, št. 69/11 – UPB, 158/20 in 3/22 – ZDeb).

Contracts which are contrary to the stipulations of the Article 35 of the Law on Integrity and Corruption Prevention ZIntPK are void.

Authorized person:

Place:

Date: ...

Signature

JSTOR® CONSORTIA PARTICIPATION AGREEMENT

JSTOR® CONSORTIA PARTICIPATION AGREEMENT

Please type or print clearly:

Licensee (Consortia) Name: _____ on behalf of itself and as Agent for the Institutions Identified on the attached Ledger or Participation Table as may be updated by the parties from time to time.

Licensee Address:

Agreement Date: ...,

LICENSEE CONTACT INFORMATION *Please fill out the information below and ensure this information remains current by providing regular updates.*

Licensee Primary Contact:

(responsible for overseeing participation)

Attn: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Licensee Technical Contact:

(responsible for providing authentication information)

Attn: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Licensee Billing/Invoicing Contact:

(if different from Primary Contact)

Attn: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Authentication, Authorization, Proxy Server, and Campus/Site Information:

Information to be provided in the attached ledger via the "Contact and Access Information" tab for each member.

Licensee VAT Registration Number or sales tax exemption

number (please provide tax exempt authorization document), if applicable:

The parties agree to be bound by this Consortia Participation Agreement, the Terms and Conditions of Use, available at <http://about.jstor.org/terms>, and the applicable Product and Payment Terms, available at <http://about.jstor.org/product-and-payment-terms>, each incorporated by reference into this Agreement for any JSTOR titles and collections Licensee may order on behalf of its Consortial Institutions now or in the future as reflected in invoice(s) to Licensee. Licensee acknowledges JSTOR may suspend or terminate its access if it, or its Authorized Users, violate these terms. Where applicable, this Agreement supersedes any and all prior agreements between the parties. Each party represents that it is authorized to execute and accept the terms of this document via electronic signature and that such signature shall be binding. Licensee may contact JSTOR at participation@jstor.org.

Total for 1st January, 2023 – 31st December, 2023 for the Slovenian Consortium: USD

Anti-Corruption: In the case it is established that according to Article 14 of the Law on Integrity and Corruption Prevention (ZIntPK - Uradni list RS, št. 69/11 – UPB, 158/20 in 3/22 – ZDeb).in relation to this contract, the contractor themselves or somebody else in their name or on their behalf promise, offer or give any kind of illegitimate benefits for the acquisition or for a business conclusion on more favorable terms or for the failure of due supervision over the implementation of contractual obligations or of other conduct or failure by which damage is caused to the contracting authority, or the acquisition of an illegitimate benefit is made possible for a representative of the contracting authority, for an agent of the contracting authority, for the contractor or their representative or agent, this agreement becomes void; if the agreement is not valid yet, it is deemed as not concluded.

This contract is concluded under a resolutive condition: The contract will be terminated if one of the following circumstances is fulfilled:

- If the contracting authority is aware that the court has determined by a final decision that the labour, environmental or social legislation has been violated by the contractor/seller or subcontractor;
or
- If the contracting authority is aware that the competent national authority has identified at least two infringements in the contractor/seller or subcontractor at the time of performance of the contract in relation to:
 - o remuneration for work,
 - o working hours,
 - o 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 a fine for a minor offense has been imposed by a final decision or several final decisions, and provided that the acquaintance with the infringement and the expiry of the validity of the contract happened at least six months before the last date of validity of the contract, or in case when the contractor/seller acts with the subcontractor, if the contractor/seller does not substitute or replace this subcontractor in the manner in accordance with Article 94 of the ZJN-3 and determined by this contract within 30 days from the knowledge of the infringement.

In the event of the fulfillment of the circumstances and conditions referred to in the preceding paragraph, the contract shall be deemed to have been dissolved from the date of conclusion of the new contract for the execution of a public contract for the contract in question. The contracting authority shall inform the contractor/seller 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 (contract) shall be deemed to have been dissolved on the thirtieth day after the acquaintance with the infringement.

This Agreement shall continue in effect for one (1) year from the first day of the calendar year that follows the Agreement Date, and assuming the availability of funding, this Agreement shall renew for successive one (1) year terms unless earlier terminated by either party by written notice not less than ninety (90) days prior to the end of the then-current term.

LICENSEE

JSTOR

SIGNED BY: _____

BY: _____

NAME:

NAME:

TITLE:

TITLE:

DATE: _____

DATE: _____

Summary of the pro-forma invoice (Recapitulation)

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