**PUBLIC-TENDER DOCUMENTATION**

FOR

**»SUPPLY AND INSTALLATION OF A SYSTEM**

**FOR LONG-TERM LIVE-CELL SUPER-RESOLUTION OPTICAL MICROSCOPY«**

OPEN PROCEDURE

**Internal reference number of the public tender: JN48/21**

**Ljubljana, October 2021**

**CONTENTS**

1. **Invitations to tender**
2. **Instructions for the bidders**
3. **Technical documentation of the public tender**
4. **Tender documentation:**

* FORM 1 – The bid (Proforma invoice)
* FORM 2 – Details about the Bidder
* FORM 2.1 – General data about the Bidder and the consortium
* 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 a Bidder:
  + ESPD form
  + FORM 4.1 – Statement from the Bidder allowing personal information to be obtained from official records
  + FORM 4.2 – Statement of technical suitability
* FORM 5 – Sample contract

1. **Appendixes:**

* APPENDIX 1: A statement with details about the natural and legal entities

owned by the bidder

* Appendix 2: Acceptance certificate for public tender

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, on **7 October 2021** under publication number **JN006862/2021-B01**.

Subject of the contract is a **»SUPPLY AND INSTALLATION OF A SYSTEM FOR LONG-TERM LIVE-CELL SUPER-RESOLUTION OPTICAL MICROSCOPY«**.

The public tender is carried out in accordance with Article 40 of the Public Procurement Act (official consolidated text PPA-3, the Official Gazette of the Republic of Slovenia, Nos. 91/2015 and 14/2018 hereinafter PPA-3) as an open procedure.

We invite you to submit your bid for this tender in accordance with the instructions for bidding.

The bids have to be prepared in line with the tender documentation, fulfilling all the conditions for the participation in this public tender.

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 five 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.

1. **INSTRUCTIONS FOR THE BIDDERS** 
   1. **THE CONTRACTING AUTHORITY**

**jožef stefan institute** is inviting all interested bidders to submit their bids in line with the tender documentation.

* 1. **the code and subject of the public tender**

Internal reference No.: **JN48/21**

Subject**: »SUPPLY AND INSTALLATION OF A SYSTEM FOR LONG-TERM LIVE-CELL SUPER-RESOLUTION OPTICAL MICROSCOPY«**

* 1. **implementation of the tender**

The public tender is carried out on the basis of Article 40 of PPA-3 (Official Gazette of RS, no. 91/2015 and 14/2018) as an open 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.

* 1. **ACCESS to the tender documentation**

The forms from the tender documentation (TD) are available at [**http://www.ijs.si/ijsw/Objave**](http://www.ijs.si/ijsw/Objave)**.**

* 1. **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 should submit their bids in Slovene or English.

* 1. **PREPARATION OF THE BIDS**

To prepare their bids, the bidders should give all the details required with the attached specification. The bids should be valid till 31 March 2022.

**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, all the partners are collectively and individually liable for the realisation of the entire commitment and each part of it, in accordance with paragraph 3 of Article 81 of the PPA-3.

All the partners in a group have to meet the conditions for the recognition of their competencies with respect to their legal statuses (they must meet all the conditions in section 2.11) and the first point requirement 2.12.1 PROFESSIONAL CAPACITY OF THE BIDDER the compliance with the other contracting authority's conditions for the recognition of competencies shall be examined collectively for the entire group of partners.

**2.9 A BID INVOLVING SUBCONTRACTORS**

In a subcontracting relationship **the main contractor** **transfers the execution** of the whole or a part of the awarded public contract to a third party, namely, a subcontractor. The definition of a subcontractor is given in point 1 of Article 94 of the PPA-3. The bidder could 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 subcontractors (**each subcontractor should 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 ESPD forms for each subcontractor,
* complete FORM 2.1 – The subcontractor’s authorisation to direct payments, if subcontractor required.

The main contractor will be required during the realization of the public tender to inform about any changes to 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 five 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 from 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 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 the 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 or situation attaches an invoice or situation of a subcontractor, which was previously approved.

If 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 or situation the main contractor sends a written statement and a written statement from the subcontractor that the subcontractor has received payment for 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 to the National Review Commission submit a proposal on the introduction of the offence’s procedure from 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 authorisation to 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 which is submitted by a tenderer in respect of 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, regarding which there is no evidence of collusion or corruption, which has not been found by the contracting authority to be abnormally low, and whose price does not exceed the contracting authority’s budget.

Tender documentation should 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/without subcontractors
  + forms for establishing the capacities of a bidder – **FORMS 4.1 to 4.2** together with the attached proofs of fulfilling the conditions
  + the completed, signed and stamped sample contract initialled on each page– **FORM 5**
  + **ESPD** form

Only when acting as consortium and/or with subcontractors the bidder has to 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 bidders)
  + **FORM 3 –** Acting with subcontractors/without subcontractors
  + **FORM 3.1 –** The subcontractor’s authorisation to direct payments made by the contracting authority to the subcontractor(s) and consent
  + forms for establishing the capacities of a bidder – **FORMS 4.1 to 4.2** together with the attached proofs of fulfilling the conditions
  + **FORM 5 –** the completed, signed and stamped sample contract initialled on each page
  + **ESPD** form

In line with the 6th paragraph of Article 14 of the Integrity and Prevention of Corruption Act (the Official Gazette of the Republic of Slovenia, Nos. 45/10, 26/11, 43/11 and 158/20; ZIntPK), the selected bidder is obliged to submit, prior to signing the contract and at the request of the Jožef Stefan Institute, the awarding authority, a statement or details about the natural or legal entities owned by the selected bidder, including all 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 1).

In line with point 6 of Article 91 of PPA-3, the selected bidder shall submit, within 8 days of the receipt of the request, the details about:

* its founders, partners, including silent partners, shareholders, limited partnerships or other owners, as well as the equity shares of these entities;
* business entities that are considered to be associated with the selected bidder on the basis of the law governing companies.

The tenderer submitting the offer accepts criminal and material responsibility that all data and documents included in the tender are true. Otherwise, the tenderer shall be liable to the Contracting Authority for any damage caused to it.

**2.11 GROUNDS FOR EXCLUSION OF THE BID**

|  |  |
| --- | --- |
| 1. | The economic operator must be excluded by the contracting authority from participation in a public procurement procedure in the case it is found out, where 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  In case the economic operator is in the situation referred to in the above paragraph, in accordance with paragraph 9 of Article 75 of the ZJN-3, the contracting authority may submit evidence that he has taken sufficient measures to prove his reliability despite the existence of reasons for exclusion.  **The proof:** Completed **ESPD form**. (»Part III: Exclusion grounds, Section A: Grounds relating to criminal convictions«) for all economic operators involved in procedure.    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). In case all persons from the economic operator who are member of its administrative, management or supervisory body or has powers of representation, decision or control therein will officially authorize on the submitted ESPD form the contracting authority to obtain information from the criminal record (Part VI: Concluding statements), the additional authorizations will not be requested by the contracting authority.    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. |
| 2. | The economic operator must be excluded by the contracting authority from participation in a public procurement procedure in the case it does not fulfil 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. On the day of submitting the bid, the economic operator must submitt all accounts of tax deductions for the incomes arising from employment relationships for the period of the last five years.  **The proof:** Completed **ESPD form**. (»Part III: Exclusion grounds, Section B: Grounds relating to the payment of taxes or social security contributions«) for all economic operators involved in procedure. |
| 3. | 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  **The proof:** Completed **ESPD form**. (»Part III: Exclusion grounds, Section D: Purely national exclusion grounds«) for all economic operators involved in procedure. |
| 4. | The economic operator must be excluded by the contracting authority from participation in a public procurement procedure in the case it has been in the last 3 years prior to the expiry of the deadline for submitting the bids 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 by way of a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country.  **The proof:** Completed **ESPD form**. (»Part III: Exclusion grounds, Section D: Purely national exclusion grounds«) for all economic operators involved in procedure. |

The Contracting authority shall in accordance with the eight paragraph of Article 75 of the PPA-3 at any time during the procedure exclude an economic operator where it transpires that, in view of acts committed or omitted, the latter was or is either before or during the procedure in one of the situations referred to this instruction.

**2.12**  **CONDITIONS FOR PARTICIPATION**

**2.12.1** **PROFESSIONAL CAPACITY OF THE BIDDER**

|  |  |
| --- | --- |
| 1. | The bidder is for the occupation that it takes in the tender registered in one of the professional or trade registers, that are kept in the Member State in which the economic operator is established.  The list of professional or business registers in the Member States of the European Union is published in Annex XI of Directive 2014/24/EU.  **The proof:** Completed **ESPD form**. (»Part IV: Selection criteria, Section A: Enrolment in a relevant professional register OR Enrolment in a trade register«) for all economic operators involved in procedure.  The Contracting authority reserves the right to verify the existence and content of the tender in case of doubt about the validity of the tenderer's statements. For this purpose, the ESPD form must contain all the necessary information in order for the Contracting authority to verify compliance with the condition in question in the official records. In the event that such a verification is not possible, the Contracting authority shall require the economic operator to submit a copy of the entry in one of the professional or business registers. |

**2.12.2** **TECHNICAL CAPACITY OF THE BIDDER**

|  |  |
| --- | --- |
| 1. | The Bidder guarantees the required technical suitability of the equipment in line with the technical requirements from the description of the equipment included in the tender documentation.  **The proof:** FORM 4.2 – Completed Statement of technical suitability |

**2.12.3**  **OTHER CONDITIONS**

|  |  |
| --- | --- |
| 1. | The Bidder is not included in the record of entities with negative references as defined in Article 35 of the Integrity and Prevention of Corruption Act (the Official Gazette of the Republic of Slovenia, Nos. 45/10, 26/11, 43/11 and 158/20; ZIntPK) and thus excluded from the public award procedures with the Contracting authority.  **The proof:** Completed **ESPD form**. (»Part VI: Concluding statements«) for all economic operators involved in procedure. |

**In all cases 1 copy of a proof is sufficient, even when a particular proof is mentioned several times!**

With respect to all the above documents, which can be submitted as photocopies, the contracting authority can, at a later stage, request the original copies that the bidder has to submit for viewing to the contracting authority in a period of 3 days. Irrespective of the required age of the documents, they have to disclose the status of the bidder that is legally relevant with respect to the conditions on the day of submitting the bid.

The contracting authority shall obtain the data from the official records by itself and on the basis of the received consent of the bidder. The contracting authority can also consider the data from the official records that the bidder obtained or submitted during the other public-tender procedures if these records are not older than 4 months.

If the country where the bidder is established cannot issue the proofs, or documents, required by the tender documentation, the bidder can, in line with Article 42 of PPA-2, submit an appropriate sworn statement given by the bidder or by a witness in the presence of a judicial or administrative authority, a notary, or an authorised body representing the commercial entities in the bidder’s country.

**2.13 THE BIDDING PRICE**

All prices must include all costs for the realisation of the relevant public contract. The final price must include all its constituent elements. VAT must be stated separately (for the bidders from Slovenia). If the price is not expressed in EUR, the contracting authority will convert the offered price into EUR at the exchange rate of the Bank of Slovenia on the day of bid opening.

**2.14 EXAMINATION AND EVALUATION OF THE BIDS**

Before awarding the contract, The Contracting Authority will verify the existence and content of data or other information indicated in the tender of the tenderer to which he has decided to award the contract. The Contracting Authority will perform examination and evaluation in line with Article 89 of the PPA-3.

**2.15 CRITERIA FOR ASSESSING AND EVALUATING THE BIDS**

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

In the case of two or more Bidder having equally economically advantageous bid, the Bidder with more favorable warranty will be selected.

**2.16 QUERIES RELATING TO THE TENDER DOCUMENTATION**

Communication with the bidders concerning the 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](http://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 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 public announcement.

**2.17 DEADLINES FOR ANSWERING THE QUERIES ABOUT THE TENDER DOCUMENTATION**

Queries about the tender documentation or any other query about the call for tender placed through the Public-Procurement Portal by **11:00** on **15 October 2021** shall be considered as timely. After this time, the contracting authority shall nor answer any queries about the tender.

**2.18 SUBMISSION AND DELIVERY OF THE BID**

Bidders must submit their bids through the IT **ePonudbe.si** system at the web address <http://eponudbe.si/en>

Before submitting their bids, Bidders must register at the web address <http://eponudbe.si/>. If the Bidder is already registered in the IT ePonudbe.si, they must sign in at the same address.

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

A bid is deemed to be submitted on time if the Contracting Authority receives it via the **ePonudbe.si** system <http://eponudbe.si/en> by **2 November 2021** **at 10.00 AM**. A bid is deemed submitted if it is marked with the status "SUBMITTED" (“ODDANO”) in the IT ePonudbe.sisystem.

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

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

The page for submitting an e-bid in this e-procurement procedure can be accessed here:

https://eponudbe.si/en/Public-contracts/Current/Individual-tender/t/NAKUP-IN-INSTALACIJA-SISTEMA-ZA-DOLGOTRAJNO-SUPER-LOCLJIVO-OPTICNO-MIKROSKOPIJO-ZIVIH-CELIC---SUPPLY-AND-INSTALLATION-OF-A-SYSTEM-FOR-LONG-TERM-LIVE-CELL-SUPER-RESOLUTION-OPTICAL-MICROSCOPY/n/42336e5e85bf0c5f60c636019533a969

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

**2.19 THE PUBLIC OPENING OF THE BIDS**

Bids shall be opened automatically in the IT ePonudbe.sisystem on **2 November 2021** and will start at **10.01** AM at the web address <http://eponudbe.si/en>.

The opening takes place in the following way: at the hour set for the public opening of bids, the IT ePonudbe.si system automatically displays data on the Bidder and variants, if requested or allowed, and enables access to the PDF file that the Bidder uploaded in the ePonudbe.si system under the »Proforma Invoice« (»Predračun«) section. The public display automatically ends after 60 minutes. The Bidders that submitted bids have these data available in the IT ePonudbe.sisystem under the "Minutes on the bid opening" (»Zapisnik o odpiranju ponudb«) section.

**2.20 form »bid (Proforma invoice)«**

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

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

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

The Bidder must not change the content of Form 1.

The price should include all discounts and costs.

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

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

**2.21 FORM »ESPD« FOR ALL ECONOMIC OPERATORS**

European Single Procurement Document (ESPD) is a a formal statement by the economic operator that the relevant grounds for exclusion do not apply, that the relevant selection criteria are fulfilled and that it will provide the relevant information as required by the contracting authority or contracting entity.The ESPD form shall also include a formal statement that the contracting authority may ask any tenderer at any moment during the procedure to submit all or part of the required certificates and supporting documents where this is necessary to ensure the proper conduct of the procedure.

The entries in the ESPD form and/or the evidence submitted by the economic operator must be valid.

The economic operator imports XML.file preparred by the contracting authority to the ESPD file on the website of European Commission <https://espd.eop.bg/espd-web/filter?lang=en> or <http://www.enarocanje.si/_ESPD/> and directly enters the requested data into it.

Where groups of economic operators (including temporary associations, economic operators on whose capacity is referred to by the economic operator and subcontractors) participate together in the procurement procedure, a separate ESPD must be given for each of the participating economic operators.

The bidder who submits the bid in the ePonudbe.si system uploads its ESPD in the section »ESPD-Bidder« section and places the other ESPDs in the »ESPD-Other Participants« section. A bidder who submits an offer in the **ePonudbe.si** system shall upload the electronically signed ESPD into xml. format or unsigned ESPD in xml. in the latter case, in accordance with the General Terms and

Conditions of use of the ePonudbe.si information system, a legally binding document having the same validity as is signed shall be deemed to have been submitted.

For the other participating economic operators from the group, the bidder attaches signed ESPDs in the pdf. form or electronically signed xml. in the »ESPD – Other Participants« section.

**2.22 VALIDITY OF THE BID**

The bid has to be valid till 31 March 2022.

Variants are not permitted.

**2.23 legal instruction**

Legal protection of the Bidders in the public procurement procedure is guaranteed in accordance with the provisions of the Act on legal protection in public procurement procedures (Official Gazette of RS, no. 43/11, 60/11-ZTP-D, 63/13, 90/14 – ZDU-1l, 60/17 and 72/19) 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 pending procedure or correction if this is a notice to amend or supplement requirements or criteria of 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 ten working days. In this case, a review claim may be filed within ten 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 4.000,00 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.

1. **TECHNICAL DESCRIPTION AND SPECIFICATIONS OF THE EQUIPMENT**

The subject of public tender is supply and installation of the components to upgrade the existing STED microscope Abberior Expert Line installed by Abberior Instruments in 2017 at JSI, which will enable long-term live-cell multi-colour multimodal super-resolution microscopy.

**TECHNICAL CHARACTERISTICS:**

The upgrade must include supply of the following components and their full integration into the existing STED microscope (Abberior Instruments Expert Line and its software):

3 additional excitation lasers:

* wavelength 405 nm, continuous-wave, average power >20 mW, analogue and digital power modulation
* wavelength 485 nm, pulsed, frequency 40 MHz, pulse length <200 ps, pulse-to-pulse power variability below 10%, average power >0.3 mW, software power control
* wavelength 518 nm, pulsed, frequency 40 MHz, pulse length <200 ps, pulse-to-pulse power variability below 10%, average power >0.3 mW, software power control
* integration into the existing optical path of the microscope with dichroic mirrors with notch reflection band width <10 nm, equipped for motorised removal from the optical path when not in use (without affecting optical alignment)
* replacement of the dichroic mirrors for the existing lasers (wavelength 561 nm and 640 nm) with new elements with the same properties as described above (previous)

2 additional detectors:

* avalanche photodiodes (APD) for single-photon detection, enabling gated detection, detection sensitivity >60 %, low background signal level (dark count <250 Hz)

Exchangeable detection filter sets (dichroic mirror + emission filter):

* set suitable for detection of common fluorophores excited at 485 nm (e.g. GFP)
* set suitable for detection of common fluorophores excited at 518 nm (e.g. YFP)
* set suitable for detection of scattered excitation light at 485 nm
* the sets must be mounted into magnetic holders (cubes) for fast manual exchange

Fast electronics for versatile control of lasers and detectors:

* enables multiple laser powers of the STED laser within the same image acquisition
* enables adaptive illumination based on concurrently detected signal

Package for adaptive sample illumination to reduce photobleaching and phototoxicity in long-term live-cell imaging:

* power adjustment of excitation and STED laser based on the signal concurrently detected in each pixel
* scanning of fields smaller than 1 m
* visualisation and analysis of the illumination integrated into the control software

Detection of transmitted light during scanning:

* additional detector above the objective
* integration into the control software

Stage-top incubator for controlled sample environment (temperature, humidity, CO2) during acquisition:

* heating of the sample and objective within 25–60 °C, feedback loop for temperature stability and accuracy <0.5 °C
* manual mixing of air and CO2 (connection of 100% CO2) with indicator
* humidifier to reach near saturated humidity
* pump and tubing for flow of the gas mixture into the sample chamber
* inserts for samples of various sample geometries (standard microscopy slides, 35-mm petri-dishes, multiwell plates)
* compatible with brightfield microscopy
* compatible with the microscope stage

**ACCEPTANCE TESTS (acceptance criteria):**

1. all connected modules (lasers, detectors, motorised holders of dichroic mirrors) accessible by the existing software, or by upgraded software compatible with the existing components

2. laser power at the objective entrance pupil in accordance with their specifications

3. Point Spread Function (PSF) of all lasers, measured with sub-diffraction sized beads at various points across the FOV, with both objectives (60× and 100×):

a. symmetric in XY

b. not inclined by more than 10° relative to the optical axis (Z)

c. aligned within 40 nm (XY) / 80 nm (Z) or better

4. pinhole and detectors aligned

5. spatial resolution demonstrated (e.g. with immobilized fluorescent beads of diameter <25 nm) for every suitable laser:

a. XY resolution of /2 or better in confocal

b. XY resolution of 30 nm or better in 2D STED

c. isotropic resolution of 90 nm or better in 3D STED

All acceptance resolution tests should be performed as follows:

i. intensity profile along a line across a sample object on a non-processed image is taken

ii. FWHM of the intensity profile is determined by fitting of a Gaussian function

iii. the process is repeated for at least 10 sample objects from at least 3 independently acquired images

iv. 50% of the obtained values must be lower than or equal to the required

6. fast switching of laser power demonstrated by

a. multilevel STED measurement

b. reduced total light dose by adaptive illumination measurement of a sparsely labelled sample (e.g. sparse beads)

7. transmission imaging demonstrated

8. full functionality of the software demonstrated, according to the required specifications above (control, acquisition, analysis, exporting)

9. stagetop incubator, connected to the CO2 line, keeping temperature (lid, base, objective) within (37 ± 0.5) °C for at least 4 hours

**OTHER REQUIREMENTS:**

* The equipment should be CE compatible
* All parts removed from the existing system remain the property of JSI.
* All power supplies with 240 V AC, 50/60 Hz.
* The system should operate in the electrical grid 220/400 V
* Documentation and manuals including procedures to maintain the machine working at the required characteristics
* Price should include delivery charges and transport insurance charges, installation, testing and on-site crew training in Ljubljana; price should include all travel and lodging costs of the supplier’s crew.
* Delivery time: no longer than 4 months ARO (desired delivery date 15 January 2022 at the latest).
* The bidder is responsible for technical support and service
* Technical support and remote help by phone and electronic mail
* Warranty and Out-of-warranty support:
  + Warranty at least 12 months on all parts, excluding consumables
  + Service response time 5 working days after the receipt of a notification
  + Out-of-warranty support against payment, at least 10 years after the purchase date

**4. TENDER DOCUMENTATION:**

* FORM 1 – The bid (Proforma invoice)
* FORM 2 – Details about the Bidder
* FORM 2.1 – General data about the Bidder and the consortium
* 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 a Bidder:
  + ESPD form
  + FORM 4.1 – Statement from the Bidder allowing personal information to be obtained from official records
  + FORM 4.2 – Statement of technical suitability
* FORM 5 – Sample contract

**FORM 1**

**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:  podpis pogodbe: |  | | |

|  |
| --- |
| **JOŽEF STEFAN INSTITUTE** |
| Jamova cesta 39 |
| 1000 Ljubljana |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  | | --- | --- | --- | | **BID** | No. |  | |  | Place: |  | |  | Date: |  | | | | | | | | | | |
| |  | | --- | | On the basis of your public tender we are pleased to submit the following bid: | | | | | | | | | | |
|  | | | | | | | | | |
| Type of purchasing: |  | Service |  | Material | **x** | Equipment |  | Construction |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Description of the goods** | **Quantity** | **Price** | **Discount %** | **Value** |
| 1 | SUPPLY AND INSTALLATION OF A SYSTEM FOR LONG-TERM LIVE-CELL SUPER-RESOLUTION OPTICAL MICROSCOPY | 1 Set |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | **TOTAL** |  |
|  |  |  | **DISCOUNT** |  |
|  |  |  | **VALUE without VAT** |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Delivery time (in weeks): | | |  | | |
| Payment terms: | • 50% payment in advance after receipt of the order  • 30% payment payable on receipt of Invoice, at the time of delivery  • 20% payment after final acceptance | | | | | |
| |  |  | | --- | --- | | Delivery term: | DAP Ljubljana | | | | | | | |
| Warranty period (at least 1 year): | | | |  |
| Validity of the bid: | | 31 March 2022 | | |

**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 tender documentation)**

|  |  |  |
| --- | --- | --- |
|  |  | The bidder: |
|  |  | (signature of the representative)  *(name and surname)* |

**FORM 2**

**DETAILS ABOUT THE BIDDER**

**Details about the bidder:**

|  |  |
| --- | --- |
| Name of the bidder: |  |
| Address of the bidder: |  |
| Legal representative of the bidder: |  |
| Contact person: |  |
| E-mail of the contact person: |  |
| Telephone number: |  |
| Fax number: |  |
| Website: |  |
| VAT identification number: |  |
| Bank account and the name of the bank: |  |
| Person responsible for signing the contract: |  |

On the basis of a public tender **»SUPPLY AND INSTALLATION OF A SYSTEM FOR LONG-TERM LIVE-CELL SUPER-RESOLUTION OPTICAL MICROSCOPY«**,published on the Public Procurement Portal on **7 October 2021** under publication number **JN006862/2021-B01**,we are applying to your invitation to tender and enclose our offer documents in accordance with the Instructions for the bidders.

|  |  |  |
| --- | --- | --- |
|  |  | The bidder: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(signature of the representative)* |

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

**FORM 2.1**

**GENERAL DATA ABOUT THE BIDDER AND THE CONSORTIUM**

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

|  |  |
| --- | --- |
| Name of the bidder: |  |
| Address of the bidder: |  |
| Legal representative of the bidder: |  |
| Contact person: |  |
| E-mail of the contact person: |  |
| Telephone number: |  |
| Fax number: |  |
| Website: |  |
| VAT identification number: |  |
| Bank account and the name of the bank: |  |
| Person responsible for signing the contract: |  |

On the basis of a public tender **»SUPPLY AND INSTALLATION OF A SYSTEM FOR LONG-TERM LIVE-CELL SUPER-RESOLUTION OPTICAL MICROSCOPY«**, published on the Public Procurement Portal on **7 October 2021** under publication number **JN006862/2021-B01**, 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 |  |  |  |  |
| Contract partner in a joint bid |  |  |  |  |
| Contract partner in a joint bid |  |  |  |  |
| Contract partner in a joint bid |  |  |  |  |
| Contract partner in a joint bid |  |  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  | 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**

**consortium.**

**FORM 3**

**ACTING WITH SUBCONTRACTORS/WITHOUT SUBCONTRACTORS**

Acting as a bidder, we are submitting the bid:

|  |  |
| --- | --- |
|  | a) individually, without subcontractors |
|  |  |
|  |  |
|  | b) with the following subcontractors: |

|  |  |
| --- | --- |
| No. | Subcontractors |
| 1. |  |
| 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 |  |
| Description of work |  |
| Quantity |  |
| Value |  |
| Place |  |
| Time of completion |  |

|  |  |  |
| --- | --- | --- |
|  |  | The bidder: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(signature of the representative)* |
|  |  |  |

**The contracting authority’s note: Form must be completed and attached to the bid, regardless the fact if you**

**submit bid** **individually or with a joint bid with subcontractors**

**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: |  |
| 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 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.

|  |  |  |
| --- | --- | --- |
|  |  | 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.**

**FORMS FOR ESTABLISHING THE CAPACITIES OF A BIDDER**

* + ESPD form
  + FORM 4.1 – Statement from the Bidder allowing personal information to be

obtained from official records

* + FORM 4.2 – Statement of technical suitability

**FORM 4.1**

**STATEMENT OF THE BIDDER FOR OBTAINING**

**PERSONAL INFORMATION FROM OFFICIAL RECORDS**

|  |  |
| --- | --- |
| Name of the bidder: |  |
| Address of the bidder: |  |
| Municipality of the bidder: |  |
| VAT identification number: |  |

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 SYSTEM FOR LONG-TERM LIVE-CELL SUPER-RESOLUTION OPTICAL MICROSCOPY«**, published on the Public Procurement Portal on **7 October 2021** under publication number **JN006862/2021-B01**,for all natural persons, authorized as legal representatives:

a)

|  |  |
| --- | --- |
| Name and surname: |  |
| Date of birth: |  |
| Place of birth: |  |
| Municipality of birth: |  |
| Country of birth: |  |
| Permanent/temporary address: |  |
| 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.

|  |  |  |
| --- | --- | --- |
|  |  | The bidder: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(signature of the representative)* |

**FORM 4.2**

**STATEMENT OF TECHNICAL SUITABILITY**

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

The offered equipment for upgrade consists of the following components and their full integration into the existing STED microscope and its software produced by Abberior Instruments Expert Line will enable the following **TECHNICAL SPECIFICATIONS:**

3 additional excitation lasers:

* wavelength 405 nm, continuous-wave, average power >20 mW, analogue and digital power modulation
* wavelength 485 nm, pulsed, frequency 40 MHz, pulse length <200 ps, pulse to pulse power variability below 10%, average power >0.3 mW, software power control
* wavelength 518 nm, pulsed, frequency 40 MHz, pulse length <200 ps, pulse to pulse power variability below 10%, average power >0.3 mW, software power control
* integration into the existing optical path of the microscope with dichroic mirrors with notch reflection band width <10 nm, equipped for motorised removal from the optical path when not in use (without affecting optical alignment)
* replacement of the dichroic mirrors for the existing lasers (wavelength 561 nm and 640 nm) with new elements with the same properties as described above (previous)

2 additional detectors:

* avalanche photodiodes (APD) for single-photon detection, enabling gated detection, detection sensitivity >60 %, low background signal level (dark count <250 Hz)

Exchangeable detection filter sets (dichroic mirror + emission filter):

* set suitable for detection of common fluorophores excited at 485 nm (e.g. GFP)
* set suitable for detection of common fluorophores excited at 518 nm (e.g. YFP)
* set suitable for detection of scattered excitation light at 485 nm
* the sets must be mounted into magnetic holders (cubes) for fast manual exchange

Fast electronics for versatile control of lasers and detectors:

* enables multiple laser powers of the STED laser within the same image acquisition
* enables adaptive illumination based on concurrently detected signal

Package for adaptive sample illumination to reduce photobleaching and phototoxicity in long-term live-cell imaging:

* power adjustment of excitation and STED laser based on the signal concurrently detected in each pixel
* scanning of fields smaller than 1 m
* visualisation and analysis of the illumination in the control software

Detection of transmitted light during scanning:

* additional detector above the objective
* integration into the control software

Stage-top incubator for controlled sample environment (temperature, humidity, CO2) during acquisition:

* heating of the sample and objective within 25–60°C, feedback loop for stability and accuracy <0.5 °C
* manual mixing of air and CO2 (connection of 100% CO2) with indicator
* humidifier to reach near saturated humidity
* pump and tubing for flow of the gas mixture into the sample chamber
* inserts for samples of various sample geometries (standard microscopy slides, 35-mm petri-dishes, multiwell plates)
* compatible with brightfield microscopy
* compatible with the microscope stage

**OTHER REQUIREMENTS:**

* The equipment will be CE compatible
* All parts removed from the existing system remain the property of JSI.
* All power supplies with 240 V AC, 50/60 Hz
* The system will operate in the electrical grid 220/400 V
* Documentation and manuals will be provided, including procedures to maintain the machine working at the required characteristics
* Price includes delivery charges and transport insurance charges, installation, testing and on-site crew training in Ljubljana; price should include all travel and lodging costs of the supplier’s crew.
* Delivery time: no longer than 4 months ARO
* We provide technical support and service
* We provide technical support and remote help by phone and electronic mail
* Warranty and Out-of-warranty support:
  + Warranty at least 12 months on all parts, excluding consumables
  + Service response time 5 working days after the receipt of a notification
  + Out-of-warranty support, at least 10 years after the purchase date

This statement is an integral part of, and an annex to, the application to the public tender for the **»SUPPLY AND INSTALLATION OF A SYSTEM FOR LONG-TERM LIVE-CELL SUPER-RESOLUTION OPTICAL MICROSCOPY«**.

|  |  |  |
| --- | --- | --- |
|  |  | The Bidder: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(signature of the representative)* |

**The Contracting Authority’s note:**

**The applicant must specify the characteristic of the offered goods and write them down on a blank space and submit the suitable prospect, documents, technical reports or the confirmations from the producer of the goods to prove its statements and mark in these prospects the fulfilment of each characteristic.**

**FORM 5**

**7. SAMPLE CONTRACT**

**Jožef Stefan institute**,

Jamova cesta 39,

1000 Ljubljana,

Slovenia

VAT-ID: SI55560822

represented by the Director, prof. dr. Boštjan Zalar, henceforth referred to as “the Client”,

and

          ,(company name)

          , (address)

          ,

VAT-ID:

represented by the director       (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 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 on **7 October 2021** under publication number **JN006862/2021-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 SYSTEM**

**FOR LONG-TERM LIVE-CELL SUPER-RESOLUTION OPTICAL MICROSCOPY**

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

Article 2

VALUE OF THE CONTRACT

The value of the above equipment is …….………….. . 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 ………......... 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 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 Supplier shall issue the invoices to the Client in the following order:

* 50% payment in advance after receipt of the order and signed contract
* 30% 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 14 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 3), 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 AND LIABILITY

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

The Supplier guarantees to the Client:

* that the equipment is new, not used and free of any actual and legal defects;
* that the supplied equipment functions perfectly and that it complies fully with all technical descriptions, characteristics and specifications, provided by the Client;
* that additional activities related to the supplied equipment (installation and training) are carried out professionally,
* that the Client shall acquire all the rights related to the equipment, while the Supplier shall duly perform all the obligations related to the equipment

The Supplier provides the Client with a warrantee to cover the quality of the equipment and its smooth operation at least to an extent equal to the extent of the warrantee given by the producer of the equipment to the Supplier, i.e., ……. years following the date of the receipt of the equipment.

During the warrantee period the Supplier shall provide for emergency services responding to the Client by E-mail or telephone within five working day after the receipt of a notification. If a repair service is needed, the Supplier shall provide it typically within 20 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 suitable 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.

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](javascript:IzberiBesedo2(0,0)) [Client](javascript:IzberiBesedo2(0,1)) may [withdraw](javascript:IzberiBesedo2(0,3)) [from](javascript:IzberiBesedo2(0,4)) [contract](javascript:IzberiBesedo2(0,5)) [without](javascript:IzberiBesedo2(0,6)) [obligation](javascript:IzberiBesedo2(0,7)) [towards](javascript:IzberiBesedo2(0,8)) [the](javascript:IzberiBesedo2(0,9)) [Supplier](javascript:IzberiBesedo2(0,10))[,](javascript:IzberiBesedo2(1,116)) [if](javascript:IzberiBesedo2(1,117)) [the](javascript:IzberiBesedo2(1,118)) [Supplier](javascript:IzberiBesedo2(1,119))[:](javascript:IzberiBesedo2(1,120))

* [does not comply](javascript:IzberiBesedo2(2,220)) [with](javascript:IzberiBesedo2(2,221)) [all](javascript:IzberiBesedo2(2,222)) [requirements](javascript:IzberiBesedo2(2,223)) [of](javascript:IzberiBesedo2(2,224)) [the](javascript:IzberiBesedo2(2,225)) [Client](javascript:IzberiBesedo2(2,226)) [and](javascript:IzberiBesedo2(3,290)) and fails to comply with them[,](javascript:IzberiBesedo2(4,324))
* [increases](javascript:IzberiBesedo2(5,327)) the [prices](javascript:IzberiBesedo2(5,328)) during [validity](javascript:IzberiBesedo2(5,332)) [of](javascript:IzberiBesedo2(5,333)) the [contract](javascript:IzberiBesedo2(5,334))[,](javascript:IzberiBesedo2(6,425))
* 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,[,](javascript:IzberiBesedo2(10,652))
* in other cases and in the extent specified in this contract.

The Contracting Authority will notify the supplier of the withdrawal with a withdrawal statement sent by registered mail. Withdrawal from the contract is valid from the date of receipt of written notice of withdrawal if the contracting authority does not write in the statement a later date of termination of the contract. If the supplier of the consignment cannot be served with a resignation statement for any reason, the contract shall expire on the day when the consignment was delivered by 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 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

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 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:
* 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

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 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,

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

|  |  |  |
| --- | --- | --- |
| CLIENT: |  | SUPPLIER |
| Jožef Stefan Institute |  |  |
| **Director:** |  | **Director:** |
|  |  |  |
| Prof. Dr. Boštjan Zalar |  |  |
|  |  |  |
| Date: |  | Date: |

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

|  |  |  |
| --- | --- | --- |
|  |  | The bidder: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(signature of the representative)* |

**APPENDIX 1: A STATEMENT WITH DETAILS ABOUT THE NATURAL AND LEGAL ENTITIES OWNED BY THE BIDDER**, including all 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 | **JN006862/2021-B01** |
| Subject of the tender | **SUPPLY AND INSTALLATION OF A SYSTEM FOR LONG-TERM LIVE-CELL SUPER-RESOLUTION OPTICAL MICROSCOPY** |

**Details obout the Bidder**

|  |  |
| --- | --- |
| Name of the Bidder: |  |
| VAT identification number: |  |
| Legal representative of the Bidder: |  |

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, Nos. 45/10, 26/11, 43/11 and 158/20; ZIntPK), 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 |  |  |  |
| 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 |  |  |  |
| 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 |  |  |  |
| … |  |  |  |

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: |
|  |  |  |
| *(place, date)* | *(stamp)* | *(signature of the legal representative)* |

**Appendix 2: Acceptance certificate for**

**»SUPPLY AND INSTALLATION OF A SYSTEM FOR LONG-TERM LIVE-CELL SUPER-RESOLUTION OPTICAL MICROSCOPY«**

|  |  |
| --- | --- |
| 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 Nr. |  | of |  | herewith we issue : |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **FINAL ACCEPTANCE CERTIFICATE** | | \* No. | |  | |
|  | place: | |  | |
|  | date: | |  | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Type of purchasing: | |  | | Service | |  | | Material | **X** | Equipment | | | |  | Construction |
|  | |  | |  | |  | |  |  |  | | | |  |  |
| Delivery method: | **x** | | Supplier | |  | | JSI arrangement: | | | |  | Other: |  | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Nr.** | **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 | Allthe manuals including the instruction for use are included. |  |  |  |  | |
| 6 | All the other required acceptance tests, as specified in Technical specifications have been carried out and are approved (QA)\*. |  |  |  |  | |
|  |  |  |  |  |  |
| **According to the above findings, we confirm acceptance** | |  |  |  |  | |

Additional comments:

|  |
| --- |
| \* Additional final acceptance criteria enclosed below. |
|  |
|  |

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

|  |  |  |
| --- | --- | --- |
| The Supplier: |  | Institut “Jožef Stefan” |
|  |  |  |
| *(name and surname of the supplie’s representativer)* |  | *(name and surname of the responsible for the equipment)* | |

**ADDITIONAL FINAL ACCEPTANCE CRITERIA:**

1. all connected modules (lasers, detectors, motorised holders of dichroic mirrors) accessible by the existing software, or by upgraded software compatible with the existing components

2. laser power at the objective entrance pupil in accordance with their specifications

3. PSF of all lasers, measured with sub-diffraction sized beads at various points across the FOV, with both objectives (60× and 100×):

a. symmetric in XY

b. not inclined by more than 10° relative to the optical axis (Z)

c. aligned within 40 nm (XY) / 80 nm (Z) or better

4. pinhole and detectors aligned

5. spatial resolution demonstrated (e.g. with immobilized fluorescent beads of diameter <25 nm) for every suitable laser:

a. XY resolution of /2 or better in confocal

b. XY resolution of 30 nm or better in 2D STED

c. isotropic resolution of 90 nm or better in 3D STED

All acceptance resolution tests should be performed as follows:

i. intensity profile along a line across a sample object on a non-processed image is taken

ii. FWHM of the intensity profile is determined by fitting of a Gaussian function

iii. the process is repeated for at least 10 sample objects from at least 3 independently acquired images

iv. 50% of the obtained values must be lower than or equal to the required

6. fast switching of laser power demonstrated by

a. multilevel STED measurement

b. reduced total light dose by adaptive illumination measurement of a sparsely labelled sample (e.g. sparse beads)

7. transmission imaging demonstrated

8. full functionality of the software demonstrated, according to the required specifications above (control, acquisition, analysis, exporting)

9. stagetop incubator, connected to the CO2 line, keeping temperature (lid, base, objective) within (37 ± 0.5) °C for at least 4 hours