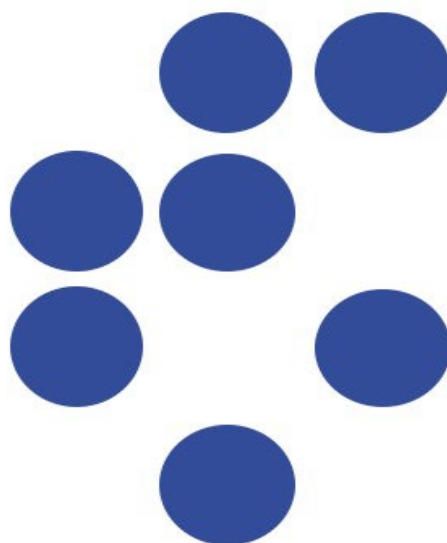




PUBLIC-TENDER DOCUMENTATION

LOW-VALUE PUBLIC PROCUREMENT PROCEDURE

Article 47

(type of procedure)

»HPGe DETECTOR«

(subject of the public procurement)

JN25/2026

(internal reference number)

Avqust 2026



CONTENTS

Tender documentation consists of:

1. INSTRUCTIONS FOR THE BIDDERS
2. TECHNICAL DOCUMENTATION OF THE PUBLIC TENDER
3. TENDER DOCUMENTATION





1. INSTRUCTIONS FOR THE BIDDERS

1.1 THE CONTRACTING AUTHORITY

The contracting authority **Jožef Stefan Institute**, Jamova cesta 39, 1000 Ljubljana, tax number SI55560822, registration number 5051606, bank account: 01100-6030344242 registered with the Public Payment Administration (PPA) Ljubljana, has published on the public procurement portals information about public tender »**HPGe DETECTOR**«.

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

1.2 GENERAL INFORMATION

Subject:	SUPPLY OF A FEMTOSECOND LASER SYSTEM
Short description:	The portable HPGe detector is intended for measuring the activity of JSI radioactive waste prior to its handover to ARAO, measuring the activity of irradiated samples prior to their removal from JSI, measuring radioactivity in the vicinity of the reactor center for environmental monitoring, and for other radioactivity measurements in the field and in the laboratory.
Internal reference:	ZN26_05160
Type of the bidding procedure:	Low-value public procurement procedure in accordance with Article 47 of PPA-3
Type of purchasing:	Equipment
Division into lots:	The public tender is not divided into lots.
Variants:	Variants are not permitted.
The language of the bids:	The Bidders must submit their bids in Slovene or English.
Requested validity of the tender:	30.11.2026
Deadline for queries:	12.08. 2026 till 10:00
Deadline for submission of bids:	24.08. 2026 till 11:00
Date and time of the public opening:	24.08. 2026 till 13:00

Detailed specification of the tender can be found from the technical specifications - point 2 of these instructions.

1.3 IMPLEMENTATION OF THE TENDER

The Contracting Authority carries out the process of awarding a public contract on the basis of the applicable law and by-laws governing public procurement, in accordance with the applicable legislation governing the field of public finance and the field that is the subject of public procurement.

An entity that is subject to an absolute business ban based on the provision of Article 35 of the current Act on Integrity and Prevention of Corruption may not participate in the execution of a public contract. If the tenderer submits a false statement or gives untrue information about the stated facts, this results in the inadequacy of the offer or the nullity of the contract.



1.4 ACCESS TO THE TENDER DOCUMENTATION

The forms from the tender documentation (TD) are available at the Public-Procurement Portal (<https://www.enarocanje.si/>). The tender documentation can be accessed free of charge

1.5 PREPARATION, SUBMISSION AND DELIVERY OF THE BIDS

Any individual or legal entity registered for the service that is the subject of this tender can submit a bid to this tender.

To prepare their bids, the Bidders must give all the details required with the attached specification. The subject of the bid must meet at least the minimum technical requirements specified in the technical specification, which is an integral part of this tender documentation.

The Bidder submits the bid in such a way that after registering or logging into the ePonudbe.si system at the address <http://eponudbe.si/>, he selects the option "Login and submit tender" for the public procurement in question, which opens the page for preparing the bid.

Detailed instructions about the method of preparing and submitting a bid are given in Article 5 of the General Conditions of Use of the ePonudbe.si system and published at the web address <https://eponudbe.si/en/General-Terms-of-Use>.

1.6 THE BIDDING PRICE

All the prices have to be expressed in euros, covering all the costs for the realisation of the relevant public contract. The final price has to include all its constituent elements. The VAT has to be indicated separately (for the Bidders from Slovenia).

1.7 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 1.13). The documents relating to the proof of these conditions shall be provided by any bidder in the joint offer. All bidders in the joint offer must fill out Form 3 »Declaration of compliance with the conditions for the economic operator« individually and provide all the required information in it.



Form 1 »Proforma invoice« is submitted by all providers participating in the joint offer together (one form signed by at least one of the providers participating in the joint offer).

In the case of a joint offer, legal entities should submit form 3 "Declaration of fulfillment of conditions for an economic entity". Providers participating in the joint offer may also specify one of the legal entities with whom the client will communicate until a decision on the order is made, otherwise the client will address all documents to all providers participating in the joint offer.

1.8 A BID INVOLVING SUBCONTRACTORS

In a subcontracting relationship the **main Contractor transfers the execution** of the whole or a part of the awarded public contract to a third party, namely, a Subcontractor. The definition of a Subcontractor is given in point 1 of Article 94 of the PPA-3. The Bidder can perform the award of the contract alone or together with Subcontractor(s).

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

- provide the list of all the Subcontractors (**each Subcontractor must meet all the requirements under point 1.13**) and the type of work that the Subcontractor will be undertaking,
- provide the list of contact information and the legal representatives of the Subcontractors,
- complete Declaration of compliance with the conditions for the Economic Operator for each Subcontractor,
- complete FORM 2.2 – The Subcontractor's authorisation relating to direct payments made by the Contracting Authority to the Subcontractor(s) and consent, if Subcontractor required.

The main Contractor will be required during the realization of the public tender to inform about any changes to the existing information specified in the preceding paragraph and to send information about new Subcontractors, that are planned to be subsequently integrated into carrying out the work no later than 5 days after the change. In the case of the involvement of new Subcontractors the main Contractor must together with the notice provide the information and documents, specified in the second, third and fourth indents of the preceding paragraph and meet all the requirements under point 1.13.

In the event that the Subcontractor in accordance with and in such a way specified in the second and third paragraph of Article 94 of the PPA-3 requires direct payment, a direct payment to the Subcontractor shall be deemed to be obligatory in accordance with this Act and bound by an obligation of the Contracting Authority and the main contractor.

Where the tenderer intends to carry out the contract with a Subcontractor, which requires a direct payment in accordance with this Article:

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

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



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

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

In the event that the tenderer acts with subcontractors, he indicates in FORM 2 that he is applying with subcontractors and at the same time submits FORM 2.2 - Information and consent of the subcontractor for direct payments.

1.9 EXAMINATION AND EVALUATION OF THE BIDS

Based on the conditions and criteria specified in the tender documentation, the Contracting Authority will select the Bidder with whom he will enter into a contract for the supply of goods/performance of the service.

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

1.10 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 – official consolidated version, 64/16 – odl. US and 20/18 – OROZ631). With its submission, the tender is binding for the time stated in the tender except if the user withdraws or changes it before the time for submitting the tenders has expired.

A bid is deemed to be submitted on time if the Contracting Authority receives it via the ePonudbe.si system <http://eponudbe.si/en> by **24 August 2026 at 11.00 AM**. A bid is deemed submitted if it is marked with the status "SUBMITTED" ("ODDANO") in the IT ePonudbe.si system.

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

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



The page for submitting an e-bid in this e-procurement procedure can be accessed here <http://eponudbe.si/en>.

Instructions for foreign bidders:

We kindly ask foreign providers to start the process at least three days before the deadline. Please follow the instructions <https://eponudbe.si/en/General-Terms-of-Use> (Article 5)

1.11 THE PUBLIC OPENING OF THE BIDS

Bids shall be opened automatically in the IT ePonudbe.si system on **24 August 2026** and will start at **1.00 PM** at the web address <http://eponudbe.si/en> for the public procurement in question.

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

1.12 QUERIES RELATING TO THE TENDER DOCUMENTATION

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

Queries about the tender documentation or any other query about the call for tender placed through the Public-Procurement Portal by **10.00 AM** on **12 August 2026** shall be considered as timely. After this time, the Contracting Authority shall not answer any queries about the tender.

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

1.13 GROUND FOR EXCLUSION OF THE BID

The economic operator shall verify compliance with the conditions by submitting the completed FORM 6.

P1: Reasons related to criminal convictions	Proof
The Economic Operator must be excluded by the Contracting Authority from participation in a public procurement procedure in the case it is found that the Economic Operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein has been the subject of a conviction by final judgment which has the	FORM 3 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure.



elements of the criminal offenses that are defined in the first paragraph of Article 75 of the PPA-3 In the case that the Economic Operator is in the situation referred to in the above paragraph, in accordance with paragraph 9 of Article 75 of the PPA-3, the Contracting Authority may submit evidence that it has taken sufficient measures to prove its reliability despite the existence of reasons for exclusion. Payment or commitment to pay compensation for all damage caused by a criminal act or violation, active cooperation with investigative authorities for the complete clarification of facts and circumstances, and the adoption of concrete technical, organizational, and personnel measures appropriate to prevent further criminal acts or violations are considered sufficient measures. When evaluating the measures taken by the economic entity, the client takes into account the seriousness and special circumstances of the criminal act or violation. If the client assesses that the evidence submitted by the business entity is sufficient, the business entity shall not be excluded from the public procurement procedure, regardless of the first paragraph of Article 75 of the Public Procurement Act-3. If the client assesses that the measures are not sufficient, it sends the justification for such a decision to the economic entity.	
P2: Reasons related to the payment of taxes or contributions for social security	Proof
The Economic Operator must be excluded by the Contracting Authority from participation in a public procurement procedure in the case that it does not fulfil the obligations related to taxes and other monetary non-fiscal obligations pursuant to the law regulating the financial administration, collected by the tax authority in line with the provisions of the country in which it has its our registered office or in the Member State of the Contracting Authority and have no outstanding liabilities as on the day of submitting the bid worth EUR 50 or more. On the day of submitting the bid, the Economic Operator must submit all accounts of tax deductions for the incomes arising from employment relationships for the period of the last 5 years.	FORM 3 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure
P3: National provision – Register of economic operators with negative references	Proof
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	FORM 3 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure
P4: National provision – offence related to payment for work	Proof
The Economic Operator must be excluded by the Contracting Authority from participating in a public procurement procedure it has been in the 3 years prior to the expiry of the deadline for submitting the bids find twice for an offence related to the payment for work, working hours, on rest, on the performance of work on the basis of civil law contracts, despite the existence of elements of an employment relationship or in connection with the employment of illegal workers by way of a final decision of the competent authority	FORM 3 – Completed Declaration of compliance with the conditions for the Economic Operator for all Economic Operators in the procedure



of the Republic of Slovenia or another Member State or a third country. In the case that the Economic Operator is in the situation referred to in the above paragraph, in accordance with paragraph 9 of Article 75 of the PPA-3, the Contracting Authority may submit evidence that it has taken sufficient measures to prove its reliability despite the existence of reasons for exclusion. Payment or commitment to pay compensation for all damage caused by a criminal act or violation, active cooperation with investigative authorities for the complete clarification of facts and circumstances, and the adoption of concrete technical, organizational, and personnel measures appropriate to prevent further criminal acts or violations are considered sufficient measures. When evaluating the measures taken by the economic entity, the client takes into account the seriousness and special circumstances of the criminal act or violation. If the client assesses that the evidence submitted by the business entity is sufficient, the business entity shall not be excluded from the public procurement procedure, regardless of the first paragraph of Article 75 of the Public Procurement Act-3. If the client assesses that the measures are not sufficient, it sends the justification for such a decision to the economic entity.	
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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.

1.14 COMPLETION OF THE BID – ADMISSIBLE TENDER

»Admissible tender« shall mean a tender that is submitted by a tenderer for which there are no grounds for exclusion and which meets the selection criteria, which meets the needs and requirements of the Contracting Authority set out in the technical specifications and the procurement documents, which was received in due time, for which there is no evidence of collusion or corruption, which has not been found by the Contracting Authority to be abnormally low, and the price does not exceed the Contracting Authority's budget.

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

- **FORM 1** – The bid (Proforma invoice)
- **FORM 2** – Details about the Bidder
- **FORM 3** – Completed Declaration of compliance with the conditions for the economic operator
- **FORM 4** – the completed, signed and stamped sample contract initialled on each page
- **Appendix 2** – Statement with details about the natural and legal entities owned by the bidder
- Evidence relating to the fulfillment of the requirements of the technical specifications (i.e. 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)



Only when acting as consortium and/or with Subcontractors the Bidder must submit the following forms:

- Partnership Agreement
- **FORM 1** – The bid (Proforma invoice)
- **FORM 2.1** – General data about the Bidder and the consortium
- **FORM 2.2** – Data about the subcontractors and subcontractor's authorisation for direct payments
- **FORM 3** – Completed Declaration of compliance with the conditions for the economic operator
- **FORM 4** – The completed, signed and stamped sample contract initialled on each page
- **Appendix 2** – Statement with details about the natural and legal entities owned by the bidder
- Evidence relating to the fulfillment of the requirements of the technical specifications (i.a. 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)

1.15 FORM »BID (PROFORMA INVOICE)«

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

The Bidder completes all the listed items in the Proforma invoice, to a maximum of two decimal places. If the Bidder declares a price of zero (0) EUR, it is understood this item is offered free of charge.

The Bidder must not change the content of Form 1.

The price must include all discounts and costs.

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.

1.16 CRITERIA FOR ASSESSING AND EVALUATING THE BIDS

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

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

1.17 ANTI-CORRUPTION CLAUSE

In the process of awarding a public contract, the client and bidders may not initiate and perform actions that would predetermine the selection of a specific offer, or that would cause the contract not to enter into force or not be fulfilled. Any kind of lobbying in public procurement procedures is prohibited.



1.18 CONTRACT AWARD NOTICE

The Contracting Authority will publish the signed decision on awarding the contract on the public procurement portal. The decision is considered to have been served on the date of its publication on the public procurement portal.

1.19 RIGHT OF WITHDRAWAL FROM THE PUBLIC CONTRACT

The Contracting Authority may, according to the eighth paragraph of Article 90 of the ZJN-3, after the decision to award the contract has been made, withdraw from the performance of the public contract until the conclusion of the contract for justified reasons, that they no longer need the object of the public contract or that they do not have guaranteed funds for it, or that a valid reason arises with the client suspicion that the content of the contract was or could be the result of a committed criminal act or that other extraordinary circumstances arose which the client could not influence and foresee and which made the performance of the public contract with the selected provider impossible. In this case, the contracting authority will notify the bidders in writing of its decision and the reasons for withdrawing from the execution of the public contract.

1.20 SIGNING OF THE CONTRACT

The Contract shall be prepared for signature by the Jožef Stefan Institute as The Contracting Authority and forwarded to the selected Bidder for execution.

In line with the 6th paragraph of Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11—official consolidated version and 158/20), the selected Bidder is obliged to submit, prior to signing the contract and at the request of the Jožef Stefan Institute, the awarding authority, a statement or details about the natural or legal entities owned by the selected Bidder, including the silent partners and business entities that are considered to be associated with the selected Bidder in line with the provisions of the law governing companies. If the Bidder submits a false statement or gives untrue information about the required details, the contract shall be annulled.

The selected bidder shall submit to the Contracting Authority, within 8 days of the receipt of the request, the details about:

- its founders, 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.

Prior to signature, the Contract shall be amended and finalised as necessary to reflect the specific circumstances of the Selected Bidder's offer, in particular in cases where the Selected Bidder has submitted a joint tender, intends to engage subcontractors, or has otherwise arranged the performance of the Contract in a specific manner.

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



1.21 LEGAL INSTRUCTION

A review claim referring to the contents of the call and/or the tender documentation, may be filed in 10 working days from the date of publication of the call for tender or the notice of supplementary information, information on the pending procedure or correction if this is a notice to amend or supplement requirements or criteria for selecting the most advantageous tenderer from the tender documentation or previously published contract notice; the review claim may refer to the amended, supplemented or clarified content of the publication or the tender documentation or a directly related reference to it in the original publication or tender documentation.

A review claim may not be submitted after the deadline for submission of the bid, unless the deadline submission of the bid is less than 10 working days. In this case, a review claim may be filed within 10 working days of the date of publication of the contract notice.

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

The applicant shall pay a tax of 2.000,00 euros to the bank account of the Ministry of Finance, No. SI56 0110 0100 0358 802, opened at the Bank of Slovenia, Slovenska 35, 1505 Ljubljana, Slovenia, SWIFT CODE: BS LJ SI 2X; IBAN: SI56011001000XXXX26 – a tax for a revision of public procurement.



2. TECHNICAL DOCUMENTATION OF THE PUBLIC TENDER

The subject of public tender is the supply of the laser system, which will be used for spectroscopy and microscopy of quantum materials and studies of non-thermal phase transitions in correlated systems. With appropriate focusing, it will provide both access to micrometer length-scale and sub-picosecond time-scales for studying relevant processes in the material.

TECHNICAL SPECIFICATIONS:

- Energy range from 40 keV to >10 MeV
- Rel. Eff. $\geq 40\%$ @1332keV
- FWHM $\leq 2.0\text{keV}$ @ 1332keV
- FWHM $\leq 1200\text{ eV}$ @ 122keV
- Peak to Compton Ratio (P/C) 56:1 or better
- Endcap diameter 76-83 mm
- Standard box style Intelligent preamplifier which can be connected to a PC application by USB cable
- Preamplifier application shows the following parameters: detector and coldtip temperature, detector test point/leakage current, preamplifier internal temperature, preamplifier voltages, and local storage of detector-specific data
- 3-meter-long cable set
- Multi-Attitude Dewar with 7 litre LN2 capacity with fill and vent ports
- The detector must be fully characterised for mathematical efficiency calibrations compatible with the purchaser's existing software (ISOCS/LabSOCS and Genie 2000 v.3.4.1 or a strictly equivalent version)

Analyzer:

- Portable or Desktop Multi-Channel Analyser (MCA) - DSP-based pulse processing
- 16,000 channel spectral memory
- Multi-range high voltage power supply
- Digital stabiliser
- USB communication interface
- PHA and MCS modes
- Compatible with existing Genie 2000 Basic Spectroscopy Software (v.3.4.1) or strictly equivalent
- Must include all necessary software licenses, hardware keys (dongles), or access rights required to run the analyser with the existing software on a new, standalone laptop
- Must include an appropriate radioactive QC check source for mathematical calibration verification
- Includes battery or portable power station for at least 8 hours of autonomous operation of the Analyser.

OTHER REQUIREMENTS:

- The equipment must be CE compliant.
- The equipment must operate in the electrical grid 220/400 V.
- Documentation and manuals (HTML or PDF in English) should be provided, including the maintenance documentation to achieve all technical characteristics.



- Price should include delivery and transport insurance charges.
- If the equipment requires installation by qualified personnel or special training/education for the client to use the equipment, these must be included in the quotation.
- Delivery: **within four (4) months of placing the order**
- Installation and commissioning on site in a minimum of 2 days
- The provider is responsible for technical support and service.
- Free post-training technical support and help by phone, electronic mail and remote access to the instrument, direct contact with application engineer
- Warranty and Out-of-warranty support:
 - Warranty at least 12 months
 - Response time at most 3 working days after the problem notice.
 - All costs of customs fees, taxes, transportation, transportation insurance and other possible costs are borne by the sender/supplier
 - After expiration of the warranty the bidder must provide payable after-warranty support for at least 10 years after the initial warranty period



3. TENDER DOCUMENTATION

The Bidder prepares the offer by entering all the required data in the forms that are an integral part of the tender documentation and attaching all other required documentation. The offer must be submitted on the forms from the tender documentation or on the bidder's forms, which must not differ significantly in content from the attached forms.

All required tender documents must be completed, signed by the legal representative and stamped, if the tenderer uses a company stamp in its business operations.

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

- FORM 1 – The bid (Proforma invoice)
- FORM 2 – Details about the Bidder
- FORM 3 – Completed Declaration of compliance with the conditions for the economic operator
- FORM 4 – The completed, signed and stamped sample contract initialled on each page
- Appendix 2 – Statement with details about the natural and legal entities owned by the bidder
- Evidence relating to the fulfillment of the requirements of the technical specifications (i.a. 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)

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



BID (PROFORMA INVOICE)

FORM 1

Name of the Bidder:	
Address of the Bidder:	
Contact person:	
Contact person's E-mail address:	

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

BID No. _____

Type of purchasing: ☐ Service ☒ Equipment ☐ Const

No.	Description of the goods	Quantity	Price	Discount %	Value
1	HPGe DETECTOR	1 Set			

TOTAL	
Discount	
VALUE without VAT	

Payment terms:	
Delivery time in weeks:	
Delivery term:	DAP Ljubljana (price includes delivery to the Reaktorski center Instituta "Jožef Stefan", Brinje 40)
Validity of the bid:	30.11.2026
Warranty period:	12 months

MANDATORY ENCLOSURE:

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

The Bidder:

(place, date)

(stamp)

(signature of the representative)



DETAILS ABOUT THE BIDDER

FORM 2

Name of the Bidder:	
Address of the Bidder:	
Legal representative(s) of the Bidder:	
VAT identification number:	
Name of the bank, SWIFT, IBAN:	
Contact person:	
Phone:	
E-mail:	
Responsible person for signing the contract:	

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

Acting as a Bidder, we are submitting the bid:

☐	Individually , without contract partners or subcontractors
☐	As a joint bid as a consortium , involving contract partners
☐	As a bid involving subcontractors
☐	As a bid using the capabilities of other operators

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 whether you submit the bid individually, as a joint bid as a consortium or with a joint bid with subcontractors.



GENERAL DATA ABOUT THE BIDDER AND THE CONSORTIUM

FORM 2.1

Name of the Bidder:	
Address of the Bidder:	
Legal representative(s) of the Bidder:	
VAT identification number:	
Name of the bank, SWIFT, IBAN:	
Contact person:	
Phone:	
E-mail:	
Responsible person for signing the contract:	

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

Contract partners in a joint bid and description of work:

No.	Name of the partner	Description of the works	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 whether you submit the joint bid as a consortium.



DATA ABOUT THE SUBCONTRACTORS AND SUBCONTRACTOR'S AUTHORISATION (relating to direct payments)

FORM 2.2

Name of the Subcontractor:	
Address of the Subcontractor:	
Legal representative of the Subcontractor:	
VAT identification number:	
Phone:	
E-mail:	

Part of the execution of the contract that will be performed by a Subcontractor	
Description of work	
Količina del podizvajalca v %	
Value (EUR without VAT)	
Time of completion	
Place	

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

☐	YES, we request direct payments by the Contracting Authority and give our consent, and on the basis of the fourth indent of the second paragraph of Article 94, we request that the Contracting Authority "JOŽEF STEFAN" INSTITUTE for the public contract _____, will settle our claims against the Bidder _____ (<i>name of the Bidder</i>) instead of the Bidder directly to us, to our transaction account.
--------------------------	---

☐	We do NOT require direct payments from the Contracting Authority. In this case, we will receive payment for the work performed by the selected Bidder.
--------------------------	--

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

If the Bidder will carry out the contract with Subcontractors, it must provide a list of all the Subcontractors and the type of work that the Subcontractors will be undertaking, contact information and legal representatives of the Subcontractors and complete a Declaration of compliance with the conditions (FORM 3) 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, only whether you submit the joint bid as a consortium.



DECLARATION OF COMPLIANCE WITH THE CONDITIONS FOR THE ECONOMIC OPERATOR (individual Bidder, contract partner in a joint bid, Subcontractor, entity whose capacity the Bidder intends to use)

FORM 3

Name of the Bidder:	
Address of the Bidder:	
Municipality of the Bidder:	
VAT identification number:	

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

1. To our best knowledge the Economic Operator or any individual person, who is a member of its administrative, management or supervisory body of the said Economic Operator, or is authorised to represent it, decide on its behalf or supervise it, has not been issued a final judgement with the elements of the following criminal offences, as indicated in the first paragraph of Article 75 of the Public Procurement Act (the Official Gazette of the Republic of Slovenia, Nos.91/15, 14/18 and 121/21, 10/22, 74/22 – odl. US, 100/22 – ZNUZSZS in 28/23); hereinafter PPA-3).
2. On the deadline for the submission of bids we are not excluded from the public award procedures due to being included in the record of entities with negative references, as defined in by item a) of the fourth paragraph of Article 75 of the PPA-3.
3. To our best knowledge we meet the obligations related to taxes and other monetary non-fiscal obligations pursuant to the law regulating of the financial administration, collected by the tax authority in line with the provisions of the country in which we have our registered office or in Member State of the Contracting Authority and we have no outstanding liabilities as at the day of submitting the bid worth EUR 50 or more. As at the day of submitting the bid, we have obtained all accounts of tax deductions for the incomes arising from employment relationships for the period of the last five years.
4. In the last three years prior to the expiry of the deadline for submitting the bids, we have not been fined twice for an offence related to the payment for work, about working hours, on rest, on the performance of work on the basis of civil law contracts, despite the existence of elements of an employment relationship or in connection with the employment of illegal workers with a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country.

and are giving the following

CONSENT

The undersigned agrees that the Jožef Stefan Institute may, as part of the awarding procedure, obtain the data from the official records needed for checking the fulfilment of the requirements from the tender documentation relating to public tender.

The Bidder:

(place, date)

(stamp)

(signature of the representative)



SAMPLE CONTRACT

FORM 4

CONTRACT

concluded between

The Client:	The Supplier:
JOŽEF STEFAN INSTITUTE Jamova cesta 39 1000 Ljubljana represented by the director _____, director	(company name) (address) represented by the director _____, director
VAT identification number: SI55560822	VAT identification number:

INTRODUCTORY PROVISIONS

Article 1

The contracting parties have established that, in line with Article 47 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15 et seq., hereinafter: ZJN-3), the Client conducted a low-value public procurement procedure based on the provisions of the Public Procurement Act (Official Gazette of the Republic of Slovenia, Nos. 91/15, 14/18, 121/21, 10/22, 74/22 – Constitutional Court decision, 100/22 – ZNUZSZS, and 28/23, hereinafter: ZJN-3), on the basis of public procurement **JN25_26**, published on the Public Procurement Portal under number _____ on _____, and, based on the Client's decision on the award of the public contract No. _____ dated _____, the Supplier was selected within the framework of the aforementioned public procurement, as a result of which this contract is concluded.

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

SUBJECT-MATTER OF THE CONTRACT

Article 2

Subject-matter of the contract is the

HPGe DETECTOR

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

An integral part of this contract the client's tender and the entire tender documentation, including all technical documentation.



The contracting parties agree that in the event of inconsistency of the components of the contract, the priority of the documentation as stated in the previous paragraph of this article shall be taken into account.

VALUE OF THE CONTRACT

Article 3

The value of the above equipment is The price does not include the VAT.

The contractual price for each individual unit is specified in the supplier's offer, which forms an integral part of this contract.

The contractual price must include all costs related to the client's inquiry. The price stated in the offer must be final, without any additional charges whatsoever.

DELIVERY TERMS

Article 4

The delivery period for the equipment that is the subject of this contract is **within four (4) months from the date of placing the order**. The place of delivery for the goods that are the subject of this contract is **Ljubljana, INSTITUT JOŽEF STEFAN, Reaktorski center Brinje 40**.

The Supplier undertakes to arrange and provide transport of the equipment at its own expense, free of charge. The costs of transport and transport insurance, minor materials necessary for the operation of the equipment, delivery, installation, testing of the equipment, and user training at the Client's premises are included in the price specified in Article 3 of this contract.

The Supplier must notify the Client (by email or telephone) at least three (3) working days prior to the intended delivery.

The Supplier must test the delivered equipment in the presence of the Client.

The Supplier will engage a transport company to send the equipment to the Client. If the Client finds that the work is carried out by the Subcontractor not listed in the tender, he is entitled to cancel the contract. The Supplier reserves the right to verify, at any time, the Subcontractor employees performing work. All employees are required to give credible information.

If it turns out that the delivery of the offered equipment model is not possible due to an objective reason arising after the contract has been concluded, the Client may terminate the contract without any obligations, or it may accept substitute performance in accordance with the law of obligations, whereby the substitute equipment must have the same or better characteristics.



PAYMENT TERMS

Article 5

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

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

ACCEPTANCE OF THE EQUIPMENT

Article 6

The equipment shall be accepted upon delivery of the equipment and accompanying documents (**Appendix 1**), by signing the Final Acceptance Certificate, which shall be signed by representatives of both the Supplier and the Client. The delivery note must include the contract number, quantity, and serial numbers of the equipment. The equipment shall be deemed accepted on the date the delivery note is signed.

Equipment found to deviate in any way from the specifications stated in the tender or offer documentation shall be rejected, whereby the supplier shall be deemed in default. The same shall apply if non-compliance is found in any document that should have been supplied with the equipment. Rejection shall be noted in the acceptance document (Final Acceptance Certificate).

In the case of recorded quantitative or apparent qualitative defects, the Supplier shall remedy them at its own expense within 14 days. The Supplier shall have the same obligation if defects that could not be detected by ordinary inspection are discovered within six months after acceptance.

If the Supplier fails to remedy the defects within the specified period, it shall be obliged to deliver new equipment to the Client, which must be of at least equal quality to the delivered equipment; otherwise, the Client may reduce the contractual price or withdraw from the contract.

HANDOVER OF THE EQUIPMENT

Article 7

The Supplier shall, together with the equipment at the time of acceptance, also deliver the following accompanying documentation to the Client:

- a properly completed delivery note (with an exact list of delivered parts, data about the gross and net weight),
- an invoice,
- a certificate of origin of the equipment, except for equipment of Slovenian origin,
- a validated warranty certificate,
- technical documentation and instructions for use (may be in electronic form), other relevant technical and accompanying documentation,
- the handover note – final acceptance certificate.



The documentation must be in Slovene or English.

Without submission of the documents listed in the preceding paragraph, the acceptance shall not be deemed completed.

SUPPLIER GUARENTEES

Article 8

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 does not provide a warranty in the following cases:

- if the Client has not used the equipment in accordance with the operating instructions supplied with it,
- if the equipment has been tampered with by an unauthorized person,
- if the customer handles the equipment in an unprofessional or negligent manner. If, after the equipment has been accepted, a defect becomes apparent that could not have been detected during a standard inspection at the time of acceptance (a hidden defect), the customer must notify the supplier within eight days from the day the defect was discovered. The supplier is not liable for defects that appear more than six months after the delivery of 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., **12months** following the date of the receipt of the equipment. The warranty period begins on the date of signing the acceptance report.

The Supplier undertakes to provide spare parts and, against payment, to offer service support and spare parts for at least **10 (ten)** years after the expiry of the warranty period.

The Supplier undertakes to provide spare parts and, against payment, to offer service support and spare parts for at least **10 (ten)** years after the expiry of the warranty period.

During the warrantee period the Supplier shall provide for emergency services responding to the Client by E-mail or telephone within **three (3)** working days after the receipt of a notification. If a repair service is needed, the Supplier shall provide it typically within 30 days after the problem has been identified.



In the case of a defect identified in the minutes upon delivery, the warranty period begins on the day the defect is rectified. If the fault cannot be rectified, the warranty period begins on the day of receipt of the new goods.

In the case of a warranty, all costs related to customs duties, taxes, transportation, transport insurance, and any other potential expenses shall be borne by the Sender/Supplier.

ELIMINATION OF ERRORS

Article 9

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.

In the case of failure to fulfil obligations, the Supplier must reimburse any additional costs and damage to the Client, which would consequently suffer.

MAINTANCE AND SERVICE OF THE EQUIPMENT

Article 10

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 Supplier undertakes to provide, during the warranty period, repairs of defects and technical deficiencies in the supplied equipment that arise during its normal use, generally at the location where the equipment is installed.

The deadline for remedying a defect in the supplied equipment is 30 days from the notification of the defect to the following **email address:** _____

Recurring defects shall be considered a major defect. If the same defect occurs more than twice on the same equipment or the same part of the equipment, the supplier must replace it with new equipment or a new part.



FORCE MAJEURE

11. člen

Force majeure shall mean all unforeseeable and unexpected events occurring independently of the will of the parties, which the parties could not have foreseen at the time of concluding the contract and which in any way affect the performance of contractual obligations. Each contracting party is obliged to notify the other party in writing of the occurrence of force majeure within two working days of its occurrence. Neither party shall be liable for the non-performance of any of its obligations due to reasons beyond its control.

ENGAGEMENT OF SUBCONTRACTORS

Article 12

(applicable where the Supplier engages one or more Subcontractors)

Article a.

The Supplier shall perform the Contract in cooperation with the following Subcontractors::

1.

Name of Subcontractor	Regstraton No.: VAT-ID: Bank Account (IBAN): SI56 ... (held at ...)
Direct Payment Requested:	YES/NO
Scope of Subcontract Services:	
Quantity of Supplies to be Delivered by Subcontractor	%
Contract Value of works	without VAT
Place of Performance	
Timeframe for Performance	

Supplier performing a public procurement contract with one or more Subcontractors must fully comply with the obligations set out in Article 94 of the Public Procurement Act (PPA-3) and with the requirements of the tender documentation, and must submit, for all listed Subcontractors, the duly completed, signed, and stamped forms required by the tender documentation. If the Supplier does not act in accordance with Article 94 of PPA-3, the contracting authority will submit a proposal to the National Review Commission to initiate misdemeanor proceedings under Point 2 of the first paragraph of Article 112 of PPA-3.

The Subcontractor must meet all conditions and requirements of the contracting authority regarding Subcontractors as specified in the tender documentation and must complete all annexes related to fulfilling Subcontractor requirements.

The Supplier is fully responsible to the contracting authority for the proper performance of contractual obligations, regardless of the number of Subcontractors.

During the execution of the contract, the Supplier must inform the contracting authority of any changes to the information referred to in the second paragraph of Article 94 of PPA-3 and must submit information on any new Subcontractors they intend to subsequently engage, no later than five (5) days after the change. In the case of new Subcontractors, the Supplier must also provide, together with the notification, the data and documents referred to in the second, third, and fourth indents of the second paragraph of Article 94 of PPA-3.



The contracting authority may reject the proposal to replace a Subcontractor or to include a new Subcontractor if such replacement or inclusion could affect the smooth execution of the supply of goods, or if the new Subcontractor does not meet the conditions set by the contracting authority in the tender documentation. The contracting authority must notify the Supplier of any rejection of a new Subcontractor no later than ten (10) days after receiving the proposal.

For a Subcontractor requesting direct payment, the Supplier must attach to each payment claim either:

- the Subcontractor's invoice for contractual obligations performed, confirmed by the Supplier, on the basis of which the contracting authority will transfer payment directly to the Subcontractor's account; or
- a signed declaration by the Subcontractor, addressed to the contracting authority, stating that they are aware of the specific invoice issued by the Supplier or that they did not participate as a Subcontractor in the contractual obligations covered by the payment claim, and that they have no claims and will not have any claims against the contracting authority in connection with that payment claim.

If none of these documents is submitted for the registered Subcontractor, the contracting authority will withhold payment of the entire invoice until all documents are provided, without being in default of payment.

By paying an individual amount directly to the Subcontractor, the contracting authority's obligation to pay the Supplier is extinguished up to the amount paid to the Subcontractor.

Payment deadlines for the Supplier and Subcontractors are identical.

If direct payment to the subcontractor is not mandatory, the Client shall require the main contractor to provide, no later than 60 days after payment of the final invoice or interim payment, its own written statement and the written statement of the subcontractor confirming that the subcontractor has received payment for the executed works or services, or for the goods supplied, directly related to the subject matter of the public procurement contract.

OR

Article b

(applicable in the event that the Supplier does not engage a Subcontractor)

At the time of submitting the tender and at the conclusion of this contract, the Supplier has not declared any Subcontractors for the execution of the subject matter of the contract.

During the execution of the contract, the Supplier must inform the contracting authority of any changes to the information referred to in the second paragraph of Article 94 of the Public Procurement Act (PPA-3) and must submit information on any new Subcontractors it intends to subsequently engage in the performance of such works or services, no later than five (5) days after the change. In the event of including new Subcontractors, the Supplier must also provide, together with the notification, the data and documents referred to in the second, third, and fourth indents of the second paragraph of Article 94 of PPA-3.

The contracting authority may reject a proposal to replace a Subcontractor or to include a new Subcontractor if such replacement or inclusion could affect the smooth execution or completion of the works, or if the new Subcontractor does not meet the conditions set by the contracting authority in the procurement documentation. The contracting authority must notify the Supplier of any rejection of a new Subcontractor no later than ten (10) days from the receipt of the proposal. A nominated Subcontractor may not subcontract the accepted works further.



A subsequently engaged Subcontractor may not commence the performance of works before the contracting authority has approved its engagement.

The Supplier remains fully responsible to the contracting authority for the proper performance of contractual obligations, regardless of the number of Subcontractors.

EARLY TERMINATION OF THE CONTRACT

Article 13

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

- delays with the delivery of the equipment by more than 30 days,
- due to reasons attributable to the supplier (breach of contractual provisions),
- does not comply with all the requirements of the client and does not meet them despite the warning of non-compliance,
- increases prices during the validity of the contract,
- does not perform the subject of the contract in the agreed quality or within the agreed deadlines,
- does not fulfill all its obligations under the contract,
- in other cases and to the extent specified in this contract.

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

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

In the event of withdrawal, the parties shall be obliged to settle all outstanding obligations under the contract, including contractual penalties, default interest, and any proven damages.

TERMS FOR TERMINATION OF THE CONTRACT

Article 14

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

- if the Contracting Authority is informed that a competent court has established with a final decision that the Supplier or its Subcontractor has infringed applicable obligations in the area of mandatory environmental, social and labour law, or
- if the Contracting Authority is informed that the competent state authority established that the Supplier or its Subcontractor has at the time of the contract infringed at least two infringement in relation to:
 - payment for work,
 - working hours,
 - on rest,



- the performance of work on the basis of civil law contracts, despite the existence of elements of an employment relationship or in connection with the employment of illegal workers and for which an offence has been imposed by a final decision or several final decisions of the competent authority.

If the customer becomes aware of a violation, he must notify the contractor within ten days. If the Client becomes aware of a violation, he must notify the Supplier within ten days. The Supplier may, within the time limit set by the client, which may not be longer than 15 days, submit evidence that he has taken sufficient measures to prove his reliability despite the existence of violations.

If there is a violation by the subcontractor, the Supplier can submit evidence within the same period that the subcontractor has taken sufficient measures to prove its reliability despite the existence of violations.

If the Supplier has not submitted evidence for the subcontractor, or if there is evidence, but the Client considers that these measures are insufficient, the Supplier can replace the subcontractor within a period determined by the Client, which may not be longer than 15 days in accordance with Article 94 of this law. or takes over the part he has subcontracted to this subcontractor himself, if this replacement or takeover does not constitute a substantial change to the contract.

If the Supplier has not submitted evidence for himself or the subcontractor, or if there is any, the Client assesses that these measures are insufficient, or if the Supplier does not take over the work himself or proposes a new subcontractor, or if the Client, in accordance with Article 94 of this law, timely proposes a new subcontractor refuses, the termination condition is implemented on the condition that there is at least six months between the client's knowledge of the breach and the expiry of the contract.

If the termination condition is met, the contract is considered to be terminated on the date of conclusion of the new public procurement contract, and the client must start a new public procurement procedure immediately, but no later than within 60 days of becoming aware of the violation. If the Client does not start a new public procurement procedure within this period, the contract is considered to be terminated on the sixtieth day after becoming aware of the violation.

ANTI-CORRUPTION CLAUSE

Article 15

The Contracting Parties confirm that they are aware and acknowledge that this Contract is null and void if, at any stage of the conclusion or performance of this Contract, any person acting in the name of or on behalf of either Contracting Party, or any representative or intermediary of either Contracting Party, has promised, offered, or given any undue benefit for the purpose of obtaining business under this Contract, concluding the Contract under more favourable conditions, omitting due supervision over the performance of contractual obligations, or for any other act or omission by which damage has been or will be caused to either Contracting Party, or by which an undue benefit has been or will be enabled for a representative or intermediary of either Contracting Party, or for his or her representative, agent, or intermediary.

CONFLICTS OF INTERESTS

Article 17

The Contracting Parties declare that, in the performance of this public procurement contract, no circumstances constituting a conflict of interest within the meaning of Article 91 of the Public Procurement Act (ZJN-3) exist.



The Supplier undertakes to immediately notify the Contracting Authority in writing of any circumstance that could give rise to an actual, potential, or perceived conflict of interest in the performance of the Contract and to take all necessary measures to prevent or eliminate such conflict of interest.

If, during the performance of the Contract, the Contracting Authority identifies a conflict of interest that cannot be effectively remedied by less restrictive measures, it may require the Supplier to replace the persons involved or withdraw from the Contract if such conflict of interest could affect the lawful, transparent, or impartial performance of the public procurement contract.

The Supplier declares that it has not participated in the preparation of the procurement documentation relating to this public procurement procedure in a manner that would result in an undue advantage in the procedure, or that the Contracting Authority has taken appropriate measures to ensure equal treatment of tenderers in accordance with ZJN-3.

RESOLUTION OF CONFLICTS

Article 177

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.

ADMINISTRATORS OF THE CONTRACT

Article 188

The representative of the Client who will be responsible for the technical part of the implementation of the subject of the contract is: **Dr. Tinkara Bučar**

The representative of the Supplier who will be responsible for the technical part of the implementation of the subject of the contract is: _____

It is not necessary to conclude an annex to the contract to change the administrators referred to in this article. Both parties shall be notified of the change in writing.

FINAL PROVISIONS

Article 19

The contracting parties shall determine all the amendments to this contract, after a previously reached agreement, with the annexes to this contract. The contract may be amended only by an annex adopted and signed by both contracting parties. If any provision of the contract becomes invalid, illegal, or



unenforceable, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid one that most closely reflects the purpose intended by the invalid provision.

The contract shall be concluded on the date it is signed by the last contracting party and shall remain in force until the expiry of the delivery period. The expiry of the contract shall not affect the supplier's warranty obligations.

For matters arising from this contract that are not expressly regulated herein, the provisions of the tender documentation and the supplier's bid, as well as the regulations governing contractual (obligations) law and other applicable regulations governing the relationships defined in this contract, shall apply mutatis mutandis.

The contract is drawn up in two (2) identical copies so that each contracting party receives one copy. / Alternatively, the contract may be signed electronically.

The Client:

Jožef Stefan Institute

The Supplier:

Director:

Director:

Date:

Datum:



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

The Bidder:

.....
(place, date)

.....
(stamp)

.....
(signature of the representative)

FINAL ACCEPTANCE CERTIFICATE

Appendix 1

Name of the bidder:	
Address:	
VAT identification number:	
Subject:	HPGe DETECTOR
Contract No.:	

Following Delivery note No. of herewith we issue :

FINAL ACCEPTANCE CERTIFICATE

No.
place:
date:

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

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

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

Additional comments:

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

The Supplier

Institut "Jožef Stefan"



(name and surname of the supplier's representative)

(name and surname of the responsible for the equipment)

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

Appendix 2

Details about the Contracting Authority/the tender

The Contracting Authority	JOŽEF STEFAN INSTITUTE Jamova cesta 39, 1000 Ljubljana, Slovenia
The code of the tender	JN25/2026
Subject of the tender	HPGe DETECTOR

Details about 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 Republic of Slovenia, No. 69/11 – official consolidated text and 158/20), to ensure the transparency of the business and to mitigate corruption risks when concluding legal transactions in the capacity of the Bidder's representative in the process of awarding public contract, I hereby confirm

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

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

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

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

the legal person being owned by the following natural persons:

No.	Name and surname	Permanent address	Share of ownership in %
-----	------------------	-------------------	-------------------------



1			
2			
3			
...			

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)

