**PUBLIC-tender documentation**

IN ACCORDANCE WITH THE LOW-VALUE PROCEDURE

»FERROELECTRIC ANALYZATOR WITH mAGNETIC mODULE«

(subject)

**JN-1/18**

(internal reference number of the public tender)

**CONTENTS**

1. **Invitations to tender**
2. **Instructions for the bidders**
3. **Technical documentation of the public tender**
4. **Details about the bidder – FORM 1**

**General data about the bidder and the consortium – FORM 1.1**

**Acting with subcontractors/without subcontractors – FORM 2**

**The subcontractor’s authorisation to direct payments made by the contracting authority to the subcontractor(s) and consent** **– FORM 2.1**

1. **The bid – FORM 3**
2. **Forms for establishing the capacities of a bidder**
* **FORM 4.1** – Declaration of compliance with the conditions
* **FORM 4.2** – Statement of the bidder for obtaining personal information from official records
1. **Sample contract** **– FORM 5**
2. **INVITATION TO TENDER**

The contracting authority, the **Institute of Mathematics, Physics and Mechanics**, Jadranska ulica 19, 1000 Ljubljana, tax number SI45597162, registration number 5055598000, bank account: SI56 0205 3025 3278 051 registered at NLB d.d. Ljubljana, the Public Procurement Portal, on **05 June 2018**, under publication number **JN003644/2018-W01,** published an award of contract notice (hereinafter public tender). The subject of the contract is a “**Ferroelectric analyzator with magnetic module”,** as an **low-value public procurement procedure** in accordance with **Article 47** of the Public Procurement Act (official consolidated text PPA-3, the Official Gazette of the Republic of Slovenia, No. 91/2015; hereinafter PPA-3).

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.

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

**INSTITUTE OF MATHEMATICS, PHYSICS AND MECHANICS** 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 number of the public tender: **JN-1/18**

Subject**: »Ferroelectric analyzator with magnetic module«**

* 1. **implementation of the tender**

The public tender is carried out on the basis of Article 40 of PPA-3 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.

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. **ACCESS to the TENDER documentation**

The tender documentation is available at <http://fizika.imfm.si/Public_Tenders/>.

* 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 public procurement procedure is in Slovene or English.

The tender documentation is published in Slovenian and English language. In case of any doubt or misunderstanding, the Slovenian version should therefore be considered final.

* 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 **20 September 2018.**

**2.8 A JOINT BID**

A bid may be submitted bya 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.

The above-mentioned legal act enters into force if the group of economic operators is selected as the best bidder.

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 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 in the bid 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 4.2 – The subcontractor’s authorisation to direct payments, if a subcontractor is 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 4.2) 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 2).

**2.10 PERMISSIBLE BID (completion of the bid)**

For a permissible bid the tenderer must submit:

* **FORM 1 –** Details about the bidder
* **FORM 2 –** Acting with subcontractors/without subcontractors
* **FORM 3 –** The bid
* 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**

Only when acting as a consortium and/or with subcontractors the bidder has to submit the following forms:

* **FORM 1.1 –** 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 2 –** Acting with subcontractors
* **FORM 2.1 –** The subcontractor’s authorisation to direct payments made by the contracting authority to the subcontractor(s) and consent
* **FORM 3 –** The bid
* 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**

**The submitted forms have to be signed and stamped. The entire documentation has to be scaned and submitted in PDF format.**

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 and 43/11; ZIntPK), the selected bidder is obliged to submit, prior to signing the contract and at the request of the Institute of Mathematics, Physics and Mechanics, 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.

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 bidder that submits a bid, under criminal and material accountability, guarantees that all the information and documents are true, and that the enclosed documents are equal to the originals. Otherwise, the bidder is liable to the contracting authority for any damage that is suffered.

**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 in accordance with Article 77, 79 and 80 of this Act is found out or otherwise aware by the verification, 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 following criminal offenses that are defined in Penal Code (Official Gazette of RS, no. 50/12 – official consolidated text and 54/15; hereinafter referred to as KZ-1):– Terrorism (Article 108 of the KZ-1),– Financing of Terrorist Activities (Article 109 of the KZ-1),– Incitement and Public Glorification of Terrorist Activities (Article 110 of the KZ-1),– Conscripting and Training for Terrorist Activities (Article 111 of the KZ-1),– Enslavement (Article 112 of the KZ-1),– Trafficking in Human Beings (Article 113 of the KZ-1),– Acceptance of Bribe during the Election or Ballot (Article 157 of the KZ-1),– Violation of Fundamental Rights of Employees (Article 196 of the KZ-1),– Fraud (Article 211 of the KZ-1),– Abuse of a Position of Monopoly (Article 225 of the KZ-1),– False Bankruptcy by Fraud or Business Negligence (Article 226 of the KZ-1),– Defrauding Creditors (Article 227 of the KZ-1),– Business Fraud (Article 228 of the KZ-1),– Fraud to the Detriment of the European Union (Article 229 of the KZ-1),– Fraud in Obtaining Loans or Benefits (Article 230 of the KZ-1),– Fraud in Securities Trading (Article 231 of the KZ-1),– Deception of Purchasers (Article 232 of the KZ-1),– Unauthorised Use of Another's Mark or Model (Article 233 of the KZ-1),– Unauthorised Use of Another's Patent or Topography (Article 234 of the KZ-1),– Forgery or Destruction of Business Documents (Article 235 of the KZ-1),– Disclosure and Unauthorised Acquisition of Trade Secrets (Article 236 of the KZ-1),– Breaking into Business Information System (Article 237 of the KZ-1),– Abuse of Insider Information (Article 238 of the KZ-1),– Abuse of Financial Instruments Market (Article 239 of the KZ-1),– Abuse of Position or Trust in Business Activity (Article 240 of the KZ-1),– Unauthorised Acceptance of Gifts (Article 241 of the KZ-1),– Unauthorised Giving of Gifts (Article 242 of the KZ-1),– Counterfeiting Money (Article 243 of the KZ-1),– Counterfeiting and Use of Counterfeit Stamps of Value or Securities (Article 244 of the KZ-1),– Money Laundering (Article 245 of the KZ-1),– Presentation of Bad Cheques and Abuse of Bank or Credit Cards (Article 246 of the KZ-1),– Use of a Counterfeit Bank, Credit, or Other Card (Article 247 of the KZ-1),– Fabrication, Acquisition and Disposal of Instruments of Forgery (Article 248 of the KZ-1),– Tax Evasion (Article 249 of the KZ-1),– Smuggling (Article 250 of the KZ-1),– Abuse of Office or Official Duties (Article 257 of the KZ-1),– Abuse of Public Property (Article 257.a of the KZ-1),– Disclosure of Classified Information (Article 260 of the KZ-1),– Acceptance of Bribes (Article 261 of the KZ-1),– Giving Bribes (Article 262 of the KZ-1),– Accepting Benefits for Illegal Intermediation (Article 263 of the KZ-1),– Giving Gifts for Illegal Intermediation (Article 264 of the KZ-1),– Criminal Association (Article 294 of the KZ-1).**The proof:** Declaration of compliance with the conditions (FORM 4.1) or ESPD |
| 2. | 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. **The proof:** Declaration of compliance with the conditions (FORM 4.1) or ESPD  |
| 3. | The economic operator must be excluded by the contracting authority from participation in a public procurement procedure in the case that it does not fulfill 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 registered office or in the Member State of the Contracting Authority and have no outstanding liabilities on the day of submitting a bid worth 50 euros or more. As on the day of submitting the bid, it has obtained all accounts of tax deductions for the incomes arising from employment relationships for the period of the last five years. **The proof:** Declaration of compliance with the conditions (FORM 4.1) or ESPD  |
| 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 payment for work with a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country. **The proof:** Declaration of compliance with the conditions (FORM 4.1) or ESPD  |
| 5. | The contracting authority may exclude from participation in a procurement procedure an economic operator also in the following cases:a) where the contracting authority can in any way prove breach of its obligations of environmental, social and labour law; b) if the above operator has not been initiated against insolvency or compulsory dissolution under the law regulating the insolvency or compulsory dissolution procedures, or liquidation under the law, regulating companies; if its assets or business are not managed by a court; if its business activities have not been suspended; or if no procedure has been initiated against an economic operator under the provisions of another country and no situation has arisen with the same legal consequences;c) if the contracting authority can, by appropriate means, prove severe violation of professional rules that would undermine its integrity;č) if the contracting authority can reasonably conclude, that the economic operator has with other operators entered into an arrangement whose object or effect the prevention, restriction or distortion of competition. It is considered, that such a conclusion of the Contracting Authority is justified, if the authority, responsible for the protection of competition on the basis of the Contracting Authority's application notifies within 15 days the Contracting Authority, that they will start with the infringement proceedings;d) if a conflict of interest under the third paragraph of Article 91 of the PPA-3 cannot be effectively remedied by other, less restrictive measures;e) if the distortion of competition caused by previous economic operators' participation in the preparation of the procurement procedure in accordance with Article 65 of this PPA-3 law cannot be effectively remedied by other, less restrictive measures;f) if past public contracts signed with the Contracting Authority did not involve significant or constant deficiencies in the fulfilment of key obligations, due to which the Contracting Authority would early terminate the order or contract or claim damage compensation or enforce other comparable sanctions;g) if the economic operator is guilty of placing serious misrepresentation in supplying the information required for verification of the existence of grounds for exclusion or compliance with the conditions for participation, or if it failed to disclose this information, or if unable to provide evidence required in accordance with Article 79 of this Act;h) if the economic operator tried to influence the decision of the Contracting Authority or obtain confidential information that could have an advantage in the procurement procedure, or negligently submitted misleading information, that could have a significant impact on decisions concerning exclusion, selection or awarding the contract.**The proof:** Declaration of compliance with the conditions (FORM 4.1) or ESPD  |
| 6. | The Bidder agrees that a Contracting authority may, as a part of the awarding procedure, obtain data from the official records needed for checking the fulfilment of the requirements from the tender documentation of persons who are authorized to represent the Bidder.**The proof:** Statement of the bidder for obtaining personal information from official records (FORM 4.2) |

**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 proof:** Declaration of compliance with the conditions (FORM 4.1) or ESPD |

**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 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.

For the bidders from Slovenia 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 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 PROCEDURES AND THE MODE OF ASSESSING THE BIDS**

The selection board will classify the timely submitted bids in line with the criteria, verify in terms of the appropriateness of ensuring the awarding authority requirements, provided that all the requirements are fulfilled.

For this to be the best according to the criteria, the contracting authority will check whether there are grounds for excluding the most favourable bidder and whether the bidder meets the conditions for participation.

The contracting authority may, before selection, be required to provide adequate evidence to prove the facts stated in the declarations submitted in the tender. The Contracting Authority will before adopting a decision to award the contract check the existence and content of the data from the most advantageous bids and other information from the bid.

**2.14 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).

In its bid a bidder enters prices for individual items in euros, with a maximum of two decimal places. If a bidder fails to enter the price, it is assumed that the price is zero (0) euro. The bidder may not change the bid later.

**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.

In the case of two or more bidders having equally economically advantageous bids, the bidder with the more favourable warranty period will be selected.

If the bids are tied after this, the bidder with the shorter delivery date 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 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 public announcement.

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

Queries about the tender documentation or any other query about the call for tender placed through the Public-Procurement Portal by **10.00 am** on **15 June 2018** shall be considered as timely. After this time, the contracting authority shall not answer any queries about the tender.

**2.18 SUBMISSION OF THE BID**

The bid has to be in PDF format and submitted on website <https://eponudbe.si/> where this public-tender is published.

A bidder must be register on website <https://eponudbe.si/> before submition the bid.

Technical support for the registration and the submission of the bid on the website ePunudbe.si is available on working days between 8. and 16. hour (phone: +386 590 75 614).

The timely submitted bids will be those submitted by **10:00 am** on **20 June 2018**. After this date bidders will not be able to submit bids.

This public tender is published on the following link: <https://eponudbe.si/>

**2.19 CHANGES OR CANCELLATION OF THE BID**

Bidders can change or cancel the bid till the deadline for submission. Cancellation can be done on the website ePonudbe.si using the profile of the bidder who submitted the bid with optional reason why the bid is cancelled. To change the bid, first the previously submitted bid has to be removed and the new bid has to be submitted before the deadline.

**2.20 THE PUBLIC OPENING OF THE BIDS**

The public opening of the bids will be on **20 June 2018** at **10:30** on the website <https://eponudbe.si/>, where this public-tender is published.

**2.21 VALIDITY OF THE BID**

The bid has to be valid till **20 September 2018**.

Variants are not permitted.

**2.22 legal instruction**

Legal protection of the bidders, the contracting authority and the public interest in the procedure for awarding the concerned public contract is governed by the Legal Protection in Public Procurement Procedures Act (the Official Gazette of the Republic of Slovenia, Nos. 43/2011, 63/2013; hereafter referred to as LPPPPA).

A request for revision of the call for tender and/or the tender documentation, may be filed in 8 working days from the date of publication of the call for tender.

A request for legal protection relating to the published call for tender or tender documentation is not possible if the concerned bidder or any other bidder could have notified the contracting authority, through the Public-Procurement Portal, about an alleged violation but did not use this option. It is considered that the concerned bidder or any other bidder could have drawn attention to the alleged violation if, during the public tendering, the notification about the tender, on the basis of which the bidders submit their bids, was published on the Public-Procurement Portal.

The applicant shall pay a tax of 1,500.00 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.

A request for revision shall be filed in writing directly with the contracting authority, sent by post as registered mail, or sent off as registered mail with an acknowledgement of receipt, or electronically in line with the 1st paragraph of Article 24 of LPPPPA. At the same time the applicant for revision shall send a copy of the revision request also to the Ministry responsible for public procurement.

1. **TECHNICAL DOCUMENTATION OF THE PUBLIC TENDER**

The subject of the public tender is a computer controlled measuring system for analyzing dielectric and ferroelectric properties of materials with some additional requirements including high voltage unit and holder for measurements in external magnetic field.

**Technical specifications**

**Basic system requirements:**

* Computer controlled measuring system for analyzing ferroelectric materials
* 16 bit input and output resolution
* Probe Head for P(E) hysteresis measurements in the frequency range up to 5kHz
* maximum voltage: +/- 30V
* maximum output current: +/- 2A
* measuring software
* Virtual ground current amplifiers:
	+ current ranges: 10pA-1A
	+ Minimum Charge Resolution at least 1 fC
	+ Maximum Charge Resolution: > 1C
* Facility requirements: AC 230V

**Additional requirements:**

* C(V) small Capacitance vs. Voltage measurements
* High voltage up to 4 kV, 20 mA measurements
* Stand alone holder for high voltage measurements in bulk samples
* Holder for high voltage measurements in bulk samples within external magnetic field
* Remote control of measuring system via GPIB interface
* Rack with emergency switch off and electronic for HV interlock protection circuit and switch between different sample fixture
* Upgradeable to piezoelectric sample holder for automated temperature dependent measurements between -100°C and 600°C

**Other requirements:**

* the price should include shipping
* system must have the CE label
* documentation and manuals included
* Warranty and Out-of-warranty support:
	1. Warranty: at least 1 year, for all the equipment
	2. Out-of-warranty support: at least 10 years after the delivery of the equipment
	3. After expiration of the limited warranty the provider must provide a replacement parts and services for all the items in this tender.

 **FORM 1**

**4. 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 published on the Public Procurement Portal, on **05 June 2018,** under publication number **JN003644/2018-W01** we are applying to your invitation to the public tender and enclose our tender documentation 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 1.1**

**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 published on the Public Procurement Portal, on **05 June 2018**, under publication number **JN003644/2018-W01** we are applying to your invitation to the public tender and enclose our tender documentation 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, if you submit joint bid as consortium.**

**FORM 2**

**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 subcontract**

 **FORM 2.1**

**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 is carrying 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 subcontractors and complete a Declaration of compliance with the conditions (FORM 4.1) or ESPD form for this subcontractors in accordance with Article 79 of PPA-3 and accompanied by a request for direct payment to 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.**

**FORM 3**

**5. BID**

**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: |  |

|  |
| --- |
| **Institute of Mathematics, Physics and Mechanics** |
| Jadranska ulica 191000 Ljubljana |

On the basis of the invitation to tender No. **3644/2018** we are pleased to submit the following bid:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

|  |  |  |
| --- | --- | --- |
| **BID** | No. |  |
|  | Place:  |  |
|  | Date: |  |

 |
|  |
|  |
| Type of purchasing: |  | Service |  | Material | **x** | Equipment |  | Construction |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Description of the goods**  | **Quan-tity** | **Price** | **Discount %** | **Value** |
| 1 | Ferroelectric analyzator with magnetic module - the complete measuring system with all additional parts required in the technical specification | 1 Set |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | **TOTAL** |  |
|  |  |  | **DISCOUNT** |  |
|  |  |  | **VALUE without VAT (EUR)** |  |
| Delivery time (in weeks): |  |
| Payment terms (30 days after issuing the Invoice): |  |
| Delivery term: | DAP Ljubljana (price includes delivery to the client's address) |
| Warranty period (at least 12 months): |  |
| Validity of the bid: | **20 September 2018**  |

**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.**

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

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

* FORM 4.1 – Declaration of compliance with the conditions
* FORM 4.2 – Statement of the bidder for obtaining personal information from official records

 **FORM 4.1**

**DECLARATION OF COMPLIANCE WITH THE CONDITIONS**

The bidder:

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
| VAT identification number: |  | Registration Nr.: |  |
| Name of the Register Court: |  |

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

1. 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 defined in the Criminal Code (Official Gazette of the Republic of Slovenia no. 50/12- official consolidated text and 54/15; hereinafter: the KZ-1) and as indicated in the first paragraph of Article 75 of the ZJN-3, as follows:

– Terrorism (Article 108 of the KZ-1),

– Financing of Terrorist Activities (Article 109 of the KZ-1),

– Incitement and Public Glorification of Terrorist Activities (Article 110 of the KZ-1),

– Conscripting and Training for Terrorist Activities (Article 111 of the KZ-1),

– Enslavement (Article 112 of the KZ-1),

– Trafficking in Human Beings (Article 113 of the KZ-1),

– Acceptance of Bribe during the Election or Ballot (Article 157 of the KZ-1),

– Violation of Fundamental Rights of Employees (Article 196 of the KZ-1),

– Fraud (Article 211 of the KZ-1),

– Abuse of a Position of Monopoly (Article 225 of the KZ-1),

– False Bankruptcy by Fraud or Business Negligence (Article 226 of the KZ-1),

– Defrauding Creditors (Article 227 of the KZ-1),

– Business Fraud (Article 228 of the KZ-1),

– Fraud to the Detriment of the European Union (Article 229 of the KZ-1),

– Fraud in Obtaining Loans or Benefits (Article 230 of the KZ-1),

– Fraud in Securities Trading (Article 231 of the KZ-1),

– Deception of Purchasers (Article 232 of the KZ-1),

– Unauthorised Use of Another's Mark or Model (Article 233 of the KZ-1),

– Unauthorised Use of Another's Patent or Topography (Article 234 of the KZ-1),

– Forgery or Destruction of Business Documents (Article 235 of the KZ-1),

– Disclosure and Unauthorised Acquisition of Trade Secrets (Article 236 of the KZ-1),

– Breaking into Business Information System (Article 237 of the KZ-1),

– Abuse of Insider Information (Article 238 of the KZ-1),

– Abuse of Financial Instruments Market (Article 239 of the KZ-1),

– Abuse of Position or Trust in Business Activity (Article 240 of the KZ-1),

– Unauthorised Acceptance of Gifts (Article 241 of the KZ-1),

– Unauthorised Giving of Gifts (Article 242 of the KZ-1),

– Counterfeiting Money (Article 243 of the KZ-1),

– Counterfeiting and Use of Counterfeit Stamps of Value or Securities (Article 244 of the KZ-1),

– Money Laundering (Article 245 of the KZ-1),

– Presentation of Bad Cheques and Abuse of Bank or Credit Cards (Article 246 of the KZ-1),

– Use of a Counterfeit Bank, Credit, or Other Card (Article 247 of the KZ-1),

– Fabrication, Acquisition and Disposal of Instruments of Forgery (Article 248 of the KZ-1),

– Tax Evasion (Article 249 of the KZ-1),

– Smuggling (Article 250 of the KZ-1),

– Abuse of Office or Official Duties (Article 257 of the KZ-1),

– Abuse of Public Property (Article 257.a of the KZ-1),

– Disclosure of Classified Information (Article 260 of the KZ-1),

– Acceptance of Bribes (Article 261 of the KZ-1),

– Giving Bribes (Article 262 of the KZ-1),

– Accepting Benefits for Illegal Intermediation (Article 263 of the KZ-1),

– Giving Gifts for Illegal Intermediation (Article 264 of the KZ-1),

– Criminal Association (Article 294 of the KZ-1).

1. 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.
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 Article 110 of the PPA-3.
3. 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 with a final decision of the competent authority of the Republic of Slovenia or another Member State or a third country.
4. We meet all the applicable obligations in the area of environmental, social and labour law, laid down in the European Union law, provisions applicable in the Republic of Slovenia, collective agreements or provisions of international environmental, social and labour law.
5. No procedure had been initiated against us due to insolvency or compulsory dissolution under the law regulating the insolvency or compulsory dissolution procedures, or liquidation under the law, regulating companies; our assets or business are not managed by a receiver or court; our business activities have not been suspended; no procedure has been initiated against us under the provisions of another country and no situation has arisen with the same legal consequences.
6. We have not committed a severe violation of professional rules that would undermine our integrity.
7. Our company or a company related to us has not been direct or indirect involved in the preparation of this public procurement procedure.
8. Past public contracts signed with the Contracting Authority did not involve significant or constant deficiencies in the fulfilment of key obligations, due to which the Contracting Authority would early terminate the order or contract or claim damage compensation or enforce other comparable sanctions.
9. We have a valid registration for performing the activity that is the subject matter hereof.
10. Our company is reliable, capable of management, has sufficient legal and financial capacities and technical and expert capacities to perform the public tender in question.

and are giving the following **CONSENT**

The undersigned agrees that the Institute of Mathematics, Physics and Mechanics may, as part of the awarding procedure, obtain the data from the official records needed for checking the fulfilment of the requirements from the tender documentation relating to the **»Ferroelectric analyzator with magnetic module«**.

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

**FORM 4.2**

**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 **INSTITUTE OF MATHEMATICS, PHYSICS AND MECHANICS,** Jadranska ulica 19, 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 **“Ferroelectric analyzator with magnetic module”**, published on the Public Procurement Portal, on **05 June 2018**, under publication number **JN003644/2018-W01** 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, irrespective 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 Article 112 of 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 5**

**7. SAMPLE CONTRACT**

**Insitute of Mathematics, Physics and Mechanics,** Jadranska ulica 19,1000 Ljubljana,Slovenia,

represented by the Director, Prof. Dr. Jenej Kozak, henceforth referred to as “the Client”,

VAT number: SI55560822

and

 (name), (address),

represented by the Director, …………., henceforth referred to as “the Supplier”,

VAT number:

have agreed on the following

**CONTRACT**

**INTRODUCTORY PROVISIONS**

Article 1

The contracting parties agree that the Client carried out the low-value public procurement procedure based on Article 47 of the Public Procurement Act (Official Gazette of the Republic Slovenia, No. 91/2015; henceforth as “PPA-3”) for the purchase of a **“Ferroelectric analyzator with magnetic module”**, published on the Public Procurement Portal of Republic of Slovenia, on 05 June 2018 under the no JN003644/2018-W01. The Client has on \_\_\_\_ selected the Supplier as the most favourable Supplier by the decision on awarding the contract for the realization of the Public Tender, who is professionally and technically capable to realize the purchase order of this contract.

**SUBJECT OF THE CONTRACT**

Article 2

Subject of the contract is the purchase of **“**Ferroelectric analyzator with magnetic module**”**.

The bid and the procurement documents, together with technical specifications, shall constitute an integral part of this contract.

**VALUE OF THE CONTRACT**

Article 3

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

**DELIVERY TERMS**

Article 4

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 insurance of the equipment at the Client’s address, with coverage 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 equipment has been correctly delivered.

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.

**PAYMENT TERMS**

Article 5

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

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

**ACCEPTANCE**

Article 6

The acceptance shall be performed on the basis of the Final acceptance certificate (APPENDIX 1), signed by the authorised representatives of both contracting parties, upon a proper delivery of equipment of adequate quality and quantity.

The Supplier will submit to the Client the following documentation:

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

The documentation should be in Slovene or English.

The goods that are found to deviate from the tender documentation’s requirements or fail to meet the terms and specifications of this contract, shall be rejected, thus leading to the Supplier’s delay. The same applies if the non-conformity is identified for any of the documents which should be enclosed with the goods. Rejection will be indicated on the Final acceptance certificate.

**SUPPLIER GUARANTEES**

Article 7

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 the 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 one working day after the receipt of a notification. If an on-site repair service is needed, the Supplier shall provide it typically within 15 working days after the problem has been identified.

**ELIMINATION OF ERRORS AND SUPPLY OF SPARE PARTS**

Article 8

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.

All transport and other costs related to the elimination of errors during the warranty period are charged to the Supplier.

The Supplier commits to provide the spare parts for……….. 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.

**FORCE MAJEURE**

Article 9

Under Force Majeure are all incidental and unexpected events, which occur independently of the will of the contract parties and which the contract parties could not predict at the time of conclusion of the contract and in any case affect the performance of the contractual obligations.

In the event of Force Majeure the contract party must notify in writing the other party in cases of force majeure and also of its termination. Besides this the contract party must submit to the other party credible evidence of the existence and duration of the Force Majeure in two days after the Force Majeure occurs or terminate.

Neither of the contract parties is not responsible for the failure to fulfil any of its obligations for the reason that have been out of its control.

**CONTRACTUAL PENALTY**

Article 10

In the case of a delay or incorrect delivery of the equipment, which exceeds two weeks from the Supplier’s committed delivery date and does not result from a Force Majeure or the reasons on the part of the Client, the Supplier shall pay a contractual penalty in the amount of 1 ‰ of the contractual value for each day of delay in excess of 2 weeks, up to a maximum amount of 10 % of the contractual amount. The contractual penalty shall be subtracted from the Client's payment.

**DISPUTE SETTLEMENT**

Article 11

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.

**ANTI-CORRUPTION CLAUSE**

Article 12

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.

**TERMINATION OF THE CONTRACT**

Article 13

This Contract ceases to be valid if the Contacting Authority is informed that the competent State Authority or Court had established with a final decision that the Bidder (respectively the Contractor or his Subcontractor) has infringed applicable obligations in the area of environmental, social and labour law.

**FINAL PROVISIONS**

Article 14

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

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: |
| Institute of Mathematcs, Physics and Mechanics |  |  |
| **Director:** |  | **Director:** |
|  |  |  |
| Prof. Dr. Jernej Kozak |  |  |
|  |  |  |
| 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: Acceptance certificate for**

**»Ferroelectric analyzator with magnetic module«**

THE SUPPLIER:

|  |  |
| --- | --- |
| 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. |  |
|  \*this number is issued by the warehouse | 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 | All the manuals including the instruction for use are included. |  |  |  |  |
| 6 | All the other required acceptance tests have been carried out (QA) |  |  |  |  |
|  |  |  |  |  |  |
| **According to the above findings, we confirm acceptance** |  |  |  |  |

Additional comments:

|  |
| --- |
|  |
|  |

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

|  |  |  |
| --- | --- | --- |
| The Supplier: |  | **INSTITUTE OF MATHEMATICS,** **PHYSICS AND MECHANICS** |
|  |  |  |
| *(name and surname of the supplier’s representative)* |  |  *(name and surname of the responsible for the equipment)* |