

RAZPISNA DOKUMENTACIJA

Naročnik:	UNIVERZA V LJUBLJANI FAKULTETA ZA KEMIJO IN KEMIJSKO TEHNOLOGIJO Večna pot 113, 1000 Ljubljana
Predmet javnega naročila:	Dobava in instalacija sistema za absorpcijsko in emisijsko spektropolarimetrijo
Zap. številka javnega naročila:	NMV16-1
Vrsta postopka za oddajo javnega naročil:	postopek oddaje naročila male vrednosti
Javni razpis je bil objavljen na:	Portal javnih naročil
Datum pošiljanja v objavo:	20. 1. 2016

CONTRACT DOCUMENTS

Contracting authority:	UNIVERSITY OF LJUBLJANA FACULTY OF CHEMISTRY AND CHEMICAL TECHNOLOGY Večna pot 113, 1000 Ljubljana
Subject of the public contract:	The supply and installation of an absorption and emission spectropolarimetry system
Public contract ref. No.:	NMV16-1
Type of public contract award procedure:	procedure for the award of low-value contracts
The contract notice was published on:	the Public Procurement Portal
Date of dispatch for publication:	20 January 2016

POVABILO K ODDAJI PONUDBE / INVITATION TO TENDER

Na Portalu javnih naročil je bilo dne 20.1.2016 objavljeno obvestilo o naročilu po postopku naročila male vrednosti v skladu s 30. a členom Zakona o javnem naročanju (Uradni list RS, št. 12/13 – uradno prečiščeno besedilo, 19/14 in 90/14 – ZDU-1I; v nadaljevanju ZJN-2).

The contract notice was published on 20 January 2016 on the Public Procurement Portal in accordance with the procedure for low-value contracts pursuant to Article 30.a of the Public Procurement Act (Official Gazette of the RS, No. 12/13-UPB, No. 19/14 and 90/14 – ZDU-1I; hereinafter the "ZJN-2").

Zaporedna številka naročila / *Public contract reference number:* NMV16-1

Naročnik / *Contracting authority:*

UNIVERZA V LJUBLJANI, FAKULTETA ZA KEMIJO IN KEMIJSKO TEHNOLOGIJO, Večna pot 113, 1000 Ljubljana / UNIVERSITY OF LJUBLJANA, FACULTY OF CHEMISTRY AND CHEMICAL TECHNOLOGY, Večna pot 113, 1000 Ljubljana

1. Predmet javnega naročila / Subject of the contract: Dobava in instalacija sistema za absorpcijsko in emisijsko spektropolarimetrijo / *The supply and installation of an absorption and emission spectropolarimetry system*

2. Navodila za izdelavo ponudbe / Instructions for drawing up the tender:

Ponudba mora vsebovati zlasti naslednje elemente / *The tender must include the following elements in particular:*

1. Firmo oz. ime ponudnika / *Name of company or tenderer*
2. Ponudbeni predračun / *Pro-forma invoice*
3. Ceno ponudbe, ki mora biti fiksna, izražena v EUR, s posebej prikazanim DDV in oblikovana za plačilo 30. dan od datuma uradnega prejema računa, izstavljenega po opravljeni storitvi / *The price, which must be fixed, given in EUR with the VAT indicated separately and set for payment on the 30th day from the official date of receiving the invoice issued following service completion.*
4. Rok izvedbe storitev / *Service completion period*
5. Rok plačila / *Payment period*
6. Opcijo ponudbe / *Tender validity period*

3. Pogoji za udeležbo pri oddaji naročila / Conditions for participation in the contract award
:

Ponudnik mora za popolnost ponudbe predložiti naslednjo dokumentacijo:
For a tender to be complete, it must include the following documents:

1. Izpolnjen obrazec Podatki o ponudniku (Obrazec št. 1) / *Completed and signed Form 1: Tenderer Details,*

2. Izpolnjen obrazec Podatki o podizvajalcu, če nastopa s podizvajalcem (Obrazec št. 2) / *Completed and signed Form 2: Subcontractor Details (if the tenderer is bidding with subcontractors)*
3. Izpolnjen in podpisan obrazec Izjava o izpolnjevanju pogojev iz 41. - 43. člen ZJN-2 (Obrazec št. 3) / *Completed and signed Form 3: Statement of compliance with conditions under Articles 41-43 of the ZJN-2*
4. Podpisan obrazec Izjava (Obrazec št. 4) / *Signed Form 4: Statement*
5. Podpisan Predračun (Obrazec št. 5) / *Signed Form 5: Pro-Forma Invoice*
6. Priložena in podpisana lastna specifikacija Predračuna / *Attached and signed tenderer's invoice specification*
7. Reference (Obrazec št. 6) / *References (Form 6)*
8. Parafiran vzorec pogodbe (Obrazec št. 7) / *Completed and signed Form 7: Initialled Contract Template*

Ponudba mora biti veljavna minimalno 90 dni od roka za oddajo, kar ponudnik potrdi s podpisom ponudbe.

The validity period of the tender must be at least 90 days from the submission deadline and is deemed confirmed by the tenderer's signature of the tender.

Cena mora vsebovati vse stroške, popuste, rabate in davek na dodano vrednost. Ponudnik nosi vse stroške s pripravo ponudbe.

The price must include all costs, discounts and value added tax. All the costs of preparing the tender will be borne by the tenderer.

Rok plačila znaša 30 dni po opravljeni storitvi.

The payment period will be 30 days from service completion.

4. Merilo za izbor najugodnejšega ponudnika / Criteria for selecting the most advantageous tender:

Ob izpolnjevanju zgoraj navedenih in zakonsko zahtevanih pogojev bo naročnik sklenil pogodbo s ponudnikom, ki bo po predračunu oddal najugodnejšo ponudbo, ob upoštevanju merila najnižja cena.

The contracting authority will conclude a contract with the tenderer submitting a tender with the most advantageous pro-forma invoice according to the lowest price criterion, provided that all of the above mentioned and statutory conditions are met.

5. Odpiranje ponudb / Opening of tenders:

Odpiranje ponudb bo javno in bo potekalo dne 10.2.2016 ob 11.00 uri na naslovu naročnika: Univerza v Ljubljani, Fakulteta za kemijo in kemijsko tehnologijo, Večna pot 113, Ljubljana, v sejni sobi dekanata.

The public opening of tenders will take place on 10 February 2016 at 11.00 am at the address of the contracting authority: University of Ljubljana, Faculty of Chemistry and Chemical Technology, Večna pot 113, Ljubljana, in the Dean's meeting room

Prisotni predstavniki ponudnikov morajo pred začetkom javnega odpiranja ponudb komisiji izročiti pisna pooblastila za sodelovanje na javnem odpiranju.

Before the public opening of tenders begins, the tenderers' representatives present must hand to the committee their letters of attorney to attend the public opening.

6. Rok in način oddaje ponudb / Deadline and method of tender submission:

Naročnik bo obravnaval ponudbe, ki bodo prispele do naročnika do dne 10.2.2016 do 10.00 ure.

The contracting authority will consider all tenders delivered by 10 February 2016 by 10:00 am.

Ponudbena dokumentacija mora biti prelučnjana, prevezana z vrvico, katera mora biti zavezana in zapečaten, in to na tak način, da se omogoči njen pregled brez njenega razvezovanja.

The tender documents must be perforated and bound with a cord, which should be tied and sealed in a way that allows the documents to be viewed without untying it.

Ponudniki lahko oddajo ponudbo po pošti ali osebno na naslov sedeža naročnika Univerza v Ljubljani, Fakulteta za kemijo in kemijsko tehnologijo, Večna pot 113, Ljubljana. Kuverto je potrebno označiti z napisom »NE ODPIRAJ – PONUDBA ZA JAVNO NAROČILO ŠT. NMV16-1.

Tenders may be submitted by post or in person to the main address of the contracting authority: Univerza v Ljubljani, Fakulteta za kemijo in kemijsko tehnologijo, Večna pot 113, Ljubljana. The envelope should bear the text: "NE ODPIRAJ – PONUDBA ZA JAVNO NAROČILO ŠT. NMV16-1."

7. Vprašanja in odgovori / Questions and answers:

Ponudniki lahko dobijo informacije v zvezi z izdelavo ponudbe in pojasnila k razpisni dokumentaciji samo na osnovi vprašanj objavljenih na Portalu javnih naročil, ki bodo prispela najpozneje 5 dni pred oddajo ponudb (do vključno 3.2.2016 do 12:00 ure). Na vprašanja, ki bodo prispela po tem roku, naročnik ne bo dajal pojasnil v zvezi s ponudnikovimi vprašanji. Pisni odgovori se objavljajo na Portalu javnih naročil.

Tenderers can get information about preparing tenders and explanation of the contract documents only by posting questions on the Public Procurement Portal no later than 5 days before the deadline for tender submission (by 3 Feb. 2016 by 12:00)

The contracting authority will not answer any questions received later. All written answers will be posted on the Public Procurement Portal.

8. Odstop od izvedbe javnega naročila / Withdrawal from the execution of the public contract:

Naročnik bo ravnal v skladu z 80. členom ZJN-2.

The contracting authority will proceed in accordance with Article 80 of the ZJN-2.

9. Zaupni podatki v ponudbi / Confidential information in the tender

Naročnik bo obravnaval kot zaupne tiste strani dokumentov v ponudbeni dokumentaciji, ki bodo imeli v desnem zgornjem kotu z velikimi črkami izpisano »ZAUPNO« oziroma »POSLOVNA SKRIVNOST«, pod tem napisom pa bo podpis osebe, ki je podpisala ponudbo. Če naj bo zaupen samo določen podatek v dokumentu, mora biti zaupni del podčrtan z rdečo barvo, v isti vrstici ob desnem robu pa mora biti izpisano »ZAUPNO« oziroma »POSLOVNA SKRIVNOST«.

Naročnik ne odgovarja za zaupnost podatkov, ki ne bodo označeni, kot je navedeno zgoraj. Kot zaupni so lahko označeni samo podatki, ki niso javni skladno z zakonom, ki ureja podatke.

The contracting authority will treat as confidential all those pages in the tender documentation which are marked "CONFIDENTIAL" or "TRADE SECRET" in capital letters in the upper-right corner, with a signature underneath from the person signing the tender. If only a specific piece of information in a document is to be confidential, the confidential section must be underlined in red, with the words "CONFIDENTIAL" or "TRADE SECRET" written in the right margin on the same line.

The contracting authority is not responsible for the confidentiality of information marked otherwise than instructed above. Only information which is not public according to the law governing such data may be marked as confidential.

10. Sklenitev pogodbe / Contract:

Izbrani ponudnik je dolžan najkasneje v roku 8 (osmih) dni po prejemu poziva k podpisu pogodbe pristopiti k njeni sklenitvi. V primeru, da se izbrani ponudnik v navedenem roku na naročnikov poziv ne bo odzval ali bo s podpisom pogodbe neupravičeno zavračeval, bo naročnik smatral, da je odstopil od pogodbe.

No later than 8 (eight) days from receiving a request to sign the contract, the selected tenderer must accede and conclude the contract. If the selected tenderer does not respond to the request of the contracting authority in the said period or unjustifiably delays the signing of the contract, the tenderer will be considered to have withdrawn from the contract.

Izbrani ponudnik je dolžan naročniku, zaradi zagotovitve transparentnosti posla in preprečitve korupcijskih tveganj, pred podpisom pogodbe posredovati izjavo oziroma podatke o udeležbi fizičnih in pravnih oseb v lastništvu ponudnika, vključno z udeležbo tihih družbenikov, ter o gospodarskih subjektih, za katere se glede na določbe zakona, ki ureja gospodarske družbe, šteje, da so povezane družbe s ponudnikom (6. odst. 14. člena Zakona o integriteti in prepričevanju korupcije).

Before signing the contract, in order to ensure the transparency of the transaction and prevent any risk of corruption, the selected tenderer must provide the contracting authority with a statement or information about natural and legal persons with interests in the tenderer including interests as silent partners, and about economic operators considered under the Companies Act as companies associated with the tenderer (Paragraph 6, Article 14 of the Integrity and Prevention of Corruption Act).

11. Skupna ponudba / Joint tender:

V primeru, da skupina ponudnikov predloži skupno ponudbo, mora vsak ponudnik izpolnjevati pogoje, ki so navedeni v Izjavi o izpolnjevanju pogojev iz 41. - 43. člen ZJN-2 (Obrazec št. 3). Vsi ponudniki v skupni ponudbi morajo podati dokumente, ki se nanašajo na dokazovanje navedenih pogojev posamično.

In the case of a group of tenderers submitting a joint tender, each tenderer must meet the conditions listed in the Statement of Compliance with Conditions under Articles 41-43 of the ZJN-2 (Form 3). Each of the tenderers putting in a joint tender must submit documents providing proof of compliance with the listed conditions.

V primeru skupne ponudbe naj ponudnik navede vse pravne osebe v obrazcu Podatki o ponudniku (Obrazec št. 1), ki bodo sodelovale v tej skupni ponudbi. Ponudniki, ki nastopajo v skupni ponudbi lahko navedejo tudi eno izmed pravnih oseb s katero bo naročnik komuniciral do sprejema odločitve o oddaji naročila, v nasprotnem primeru bo naročnik vse dokumente naslavljal na vse ponudnike, ki bodo sodelovali v skupni ponudbi.

In the case of a joint tender, the tenderer must identify all legal persons that will participate in the joint tender in Form 1 (Tenderer Details). The tenderers may also designate one of the

legal persons as a contact for communication with the contracting authority until the contract award is decided, otherwise the contracting authority will address all documents to all the tenderers participating in the joint tender.

V primeru, da bo takšna skupina ponudnikov izbrana za izvedbo predmetnega naročila, bo naročnik zahteval, da bodo le-ti predložili ustrezen akt o skupni izvedbi naročila (na primer pogodbo o sodelovanju), v katerem bodo natančno opredeljene naloge in odgovornost posameznih ponudnikov za izvedbo naročila. Ne glede na to pa vsi ponudniki odgovarjajo naročniku neomejeno solidarno.

If such a group of tenderers is selected for the execution of the public contract in question, the contracting authority will request them to present a relevant instrument attesting to their joint performance of the contract (e.g. a cooperation agreement), which will specify in detail the duties and responsibilities of respective tenderers for contract execution. Regardless of the above, all tenderers will be severally liable, without limit, to the contracting authority.

12. Ponudba s podizvajalci / Bidding with subcontractors:

V primeru, da bo ponudnik pri izvedbi naročila posloval s podizvajalci, mora v ponudbi navesti vse zahtevane podatke o podizvajalcih, ki so navedeni v obrazcu Podatki o podizvajalcu (Obrazec št. 2). Podatki iz osmega odstavka 71. člena ZJN-2, ki jih ponudnik za podizvajalca navede v obrazcu Podatki o podizvajalcu (Obrazec št. 2) so obvezna sestavina pogodbe o izvedbi predmetnega javnega naročila. Izbrani ponudnik bo pogodbene obveznosti izvajal s podizvajalci, v obsegu in na način kot bo navedeno v ponudbi. Neposredna plačila podizvajalcem, na način določen z ZJN-2, so obvezna.

If the tenderer intends to hire subcontractors to perform the contract, the tender must include all the information about the subcontractors required in the Subcontractor Details form (Form 2). The information under Article 71, Paragraph 8 of the ZJN-2 given by the tenderer on behalf of a subcontractor in the Subcontractor Details form (Form 2), is a mandatory element of the public contract in question. The selected tenderer will fulfil the contractual obligations with subcontractors, to the extent and in the manner indicated in the tender. Subcontractors must be paid directly as stipulated in the ZJN-2.

Izbrani ponudnik bo moral pooblastiti naročnika, da bo na podlagi potrjenih računov oziroma situacij neposredno plačeval podizvajalcem dela, ki jih bodo ti opravljali za izvedbo tega naročila.

The tenderer must authorize the contracting authority to make direct payments to the subcontractors for the work that they will carry out to perform this contract, on the basis of confirmed invoices or status reports.

Izbrani ponudnik mora imeti ob sklenitvi pogodbe z naročnikom sklenjene pogodbe s podizvajalci.

At the time of signing the contract with the contracting authority, the selected tenderer must have contracts concluded with subcontractors.

Izbrani ponudnik v razmerju do naročnika v celoti odgovarja za izvedbo naročila.

The selected tenderer will be fully liable to the contracting authority for contract performance.

Podizvajalec mora enako kot ponudnik izpolnjevati pogoje, ki so navedeni v Izjavi o izpolnjevanju pogojev iz 41. - 43. člen ZJN-2 (Obrazec št. 3). Ponudnik in podizvajalci morajo podati dokumente, ki se nanašajo na dokazovanje navedenih pogojev posamično.

Like the tenderer, any subcontractors must meet the conditions listed in the Statement of Compliance with Conditions under Articles 41-43 of the ZJN-2 (Form 3). The tenderer and subcontractors must individually submit documents providing proof of compliance with the listed conditions.

13. Pravno varstvo / Legal protection:

Pravno varstvo izvajalcev v postopku javnega naročanja je zagotovljeno v skladu z Zakonom o pravnem varstvu v postopkih javnega naročanja (Ur. l. RS, št. 43/11, 60/11 – ZTP-D, 63/13 in 90/14 – ZDU-1I).

Legal protection of contractors in the public procurement procedure is provided in accordance with the Legal Protection in Public Procurement Procedures Act (Official Gazette RS, Nos. 43/2011, 60/2011 and 63/2013 - ZPVPJN).



Dekan / Dean:
Prof. Matjaž Krajnc

Priloge / Attachments:

- Obrazec Podatki o ponudniku / *Tenderer Details form*
- Obrazec Podatki o podizvajalcu / *Subcontractor Details*
- Izjava o izpolnjevanju pogojev iz 41. - 43. člen ZJN-2 / *Statement of Compliance with Conditions under Articles 41-43 of the ZJN-2*
- Izjava / *Statement*
- Ponudbeni predračun / *Pro-forma invoice*
- Reference / *References*
- Vzorec pogodbe / *Contract Template*

PODATKI O PONUDNIKU / TENDERER DETAILS

Naziv ponudnika / *Full name of tenderer* _____

Naslov in sedež ponudnika / *Tenderer's registered office address* _____

Odgovorna oseba (podpisnik pogodbe)
/ *Person responsible (signatory to the contract)* _____

Kontaktna oseba / *Contact person* _____

Telefon / *Telephone No.* _____

Telefax / *Fax No.* _____

E-mail (elektronska pošta) _____

Transakcijski račun podjetja /
Bank account No. _____

Matična številka podjetja /
Company registration No. _____

Identifikacijska št.za DDV / *VAT ID No.* _____

A.) SKUPNA PONUDBA / JOINT TENDER

(Točko B.) izpolnijo ponudniki, v primeru, da so predložili skupno ponudbo)

(Item B.) is to be completed by tenderers in the case of submitting a joint tender)

Zap. št. / No.	Naziv ponudnika / Name of tenderer
1.	
2.	
3.	

Ponudniki za vsakega od skupnih ponudnikov izpolnijo točko A.) PODATKI O PONUDNIKU. Točko A.) PODATKI O PONUDNIKU ponudniki kopirajo in izpolnijo v celoti, tolikokrat, kolikor je skupnih ponudnikov.

Item A.) TENDERER DETAILS should be filled in by each of the joint tenderers. Item A.) TENDERER DETAILS should be copied by the tenderers and fully completed by each of them individually.

Obrazec prijave podpišejo predstavniki vseh ponudnikov, ki so predložili skupno ponudbo.

The application form is to be signed by the representatives of respective tenderers submitting the joint tender.

Kraj in datum / Place and date:

Žig in podpis ponudnika /
Tenderer's stamp and signature:

PODATKI O PODIZVAJALCU

Za vsakega podizvajalca (če z njim nastopa) se izpolni svoja tabela:

Naziv in sedež	_____
ID št. za DDV	_____
Matična številka	_____
Poslovni račun	_____
Zakoniti zastopnik	_____
Dela, ki jih prevzema podizvajalec	_____
Vrednost del, ki jih prevzema podizvajalec, brez DDV	_____
Odstotek del, ki jih prevzema podizvajalec	_____
Kraj izvedbe del	_____
Rok izvedbe del	_____

Spodaj podpisani zakoniti zastopnik podizvajalca potrjujem, da pri izvedbi predmetnega javnega naročila sodelujemo kot podizvajalci glavnega izvajalca. Soglašam:

- da naročnik za delo, ki smo ga opravili pri izvedbi predmetnega javnega naročila, plača neposredno na naš transakcijski račun in v znesku, navedenem v zgornji tabeli, in sicer na podlagi računa, ki ga naročniku izstavi glavni izvajalec;
- da smo seznanjeni z navodili, ponudnikom in razpisnimi pogoji ter merili za dodelitev javnega naročila in, da z njimi v celoti soglašamo;
- da soglašamo s ponudbenimi cenami za naša dela, ki jih je v ponudbi podal ponudnik oz. glavni izvajalec;
- da smo seznanjeni s plačilnimi pogoji iz razpisne dokumentacije,
- da bomo naročniku v petih dneh od prejema njegove zahteve posredovali kopijo podizvajalske pogodbe in vseh dodatkov k tej pogodbi, ki smo jo sklenili s ponudnikom za izvedbo del v okviru predmetnega javnega naročila.

Podatki o podizvajalcih so obvezna sestavina pogodbe (navedeni obrazec je priloga pogodbe). Če izvajalec po sklenitvi pogodbe o izvedbi javnega naročila zamenja podizvajalca ali če sklene pogodbo z novim podizvajalcem, mora izvajalec v roku 5 dni po spremembi predložiti:

- izjavo, da je poravnal vse nesporne obveznosti prvotnemu podizvajalcu,
- pooblastilo za plačilo opravljenih in prevzetih del oz. dobav neposredno novemu podizvajalcu in
- soglasje novega podizvajalca za neposredno plačilo.

V primeru zamenjave podizvajalca ali sklenitve pogodbe z novim podizvajalcem, naročnik in izvajalec skleneta aneks k tej pogodbi, v kateri za novega podizvajalca navedejo vsi podatki podizvajalca. Poleg tega z aneksom izvajalec pooblasti naročnika, da na podlagi potrjenega računa oz. situacije neposredno plačuje novim podizvajalcem. Soglasja novih podizvajalcev za neposredno plačilo postanejo priloga te pogodbe.

Spodaj podpisani ponudnik pooblašča naročnika, da na podlagi potrjenega računa oz. situacije neposredno plačuje podizvajalcem, navedenim zgoraj. Izjavljamo, da bomo naročniku ob izstavitvi svojega računa ali situacije priložili tudi račune oz. situacije svojih podizvajalcev, ki jih bomo predhodno potrdili. Neposredna plačila podizvajalcem so skladno z zakonom, ki ureja javno naročanje, obvezna.

Žig in podpis podizvajalca:

Kraj in datum:

Žig in podpis ponudnika:

Obrazec se izpolni le v primeru, če ponudnik nastopa s podizvajalci.

Form 2

SUBCONTRACTOR DETAILS

The table below is to be completed for each (if any) participating subcontractor:

Name and registered office	_____
VAT ID number	_____
Registration number	_____
Business bank account	_____
Legal representative	_____
The work subcontracted	_____
The value of the work subcontracted, excluding VAT	_____
Percentage of the work subcontracted	_____
Place of work performance	_____
Time limit for work performance	_____

I, the undersigned legal representative of the subcontractor, hereby state that we will participate in the performance of the public contract in question as subcontractors of the main contractor. I further consent:

- to receive direct payment for the work performed by us under the public contract in question to our bank account in the amount stated in the above table, based on the invoice issued to the contracting authority by the main contractor;
- that we are acquainted with the instructions, tenderer, the terms of reference and the criteria for the award of the public contract, all of which we fully consent to;
- to the tender prices for our services stated in the tender by the tenderer or main contractor;
- that we are acquainted with the terms of payment in the contract documents;
- that we will send to the contracting authority a copy of our subcontract, along with any annexes, which was concluded with the tenderer in order to perform the public contract in question, within five days from receiving such a request from the contracting authority.

Subcontractor details are a mandatory element of the contract (the relevant form is an appendix to the contract). If the contractor replaces any subcontractors after signing the public contract or concludes a contract with new subcontractors, the following must be presented within 5 days of such a change:

- a statement that all the contractor's undisputed obligations towards the original subcontractor have been settled
- a letter of attorney for direct payment to the new subcontractor for its completed and accepted services or deliveries, and;
- the new subcontractor's consent to direct payment.

In the event of replacing a subcontractor or signing a contract with a new subcontractor, the contracting authority and the contractor will sign an annex to this contract, which will include all the details of the new contractor. Furthermore, in this annex the contractor will authorize the contracting authority to make payments directly to the new subcontractors on the basis of confirmed invoices or status reports. The new subcontractors' statements of consent to direct payment will form an appendix to this contract.

I, the undersigned tenderer, authorize the contracting authority to make direct payments to the above listed subcontractors on the basis of confirmed invoices or status reports. I hereby declare that our invoice or status report to the contracting authority will be issued with all our subcontractors' invoices or status reports attached subject to our confirmation. In accordance with the law governing public procurement, direct payment to subcontractors is mandatory.

Subcontractor's stamp and signature:

Place and date:

Tenderer's stamp and signature:

This form is only to be completed if the tenderer is bidding with subcontractors.

**UNIVERZA V LJUBLJANI
FAKULTETA ZA KEMIJO IN KEMIJSKO TEHNOLOGIJO
Večna pot 113, 1000 Ljubljana**

Podpisani: _____ kot pooblaščen oseba za zastopanje
ponudnika _____ podajam v skladu z ZJN-2
naslednjo:

*In accordance with the ZJN-2, I, the undersigned _____ as
the person authorized to represent the tenderer _____
hereby give the following:*

**IZJAVO
O IZPOLNJEVANJU MINIMALNIH POGOJEV
ZA PONUDNIKE PO ZAKONU O JAVNEM NAROČANJU /
STATEMENT OF COMPLIANCE WITH MINIMUM CONDITIONS
FOR TENDERERS UNDER THE PUBLIC PROCUREMENT ACT**

V zvezi z našo ponudbo št.: _____ z dne _____, za izvedbo naročila » **Dobava in
instalacija sistema za absorpcijsko in emisijsko spektropolarimetrijo**« pod kazensko
odgovornostjo izjavljamo, da naše podjetje izpolnjuje naslednje pogoje:

With reference to our tender No. _____ dated _____ for the public contract for "**The supply and
installation of an absorption and emission spectropolarimetry system**" we declare, accepting full
criminal liability, that our company satisfies the following conditions:

	POGOJI / CONDITIONS	USTREZA / COMPLIES	
		DA / YES	NE / NO
1.	Ponudnik je vpisan v register za opravljanje dejavnosti, ki je predmet javnega naročila. Priložena ustrezna izjava (Obrazec št. 3) oz. dokazilo. <i>The tenderer is registered to conduct the business which is the subject of the public contract. The relevant statement (Form 3) or supporting document is attached.</i>		
2.	Ponudnik in njegov zakoniti zastopnik, v kolikor gre za pravno osebo, nista bila pravnomočno obsojena zaradi kaznivih dejanj določenih v prvem odstavku 42. člena ZJN-2. Priložena ustrezna izjava (Obrazec št. 3) oz. dokazilo. <i>The tenderer and (if the tenderer is a legal entity) its legal representative have not been convicted by a final judgment for any of the criminal offences set out in Paragraph 1, Article 42 of the ZJN-2. The relevant statement (Form 3) or supporting document is attached.</i>		
3.	Ponudnik ni storil velike strokovne napake ali huje kršil poklicna pravila in da na dan ko poteče rok za oddajo ponudb ni izločen iz postopkov oddaje javnih naročil zaradi uvrstitve v evidenco ponudnikov z negativnimi referencami iz 77. a člena ZJN-2		

	Priložena ustrezna izjava (Obrazec št. 3) oz. dokazilo.		
	<i>The tenderer has not committed an act of grave professional misconduct or a serious breach of professional rules and, on the last day of the period for tender submission, has not been barred from public contract award procedures due to being listed in the record of tenderers with negative references under Article 77a of the ZJN-2. The relevant statement (Form 3) or supporting document is attached.</i>		
4.	Ponudnik na dan, ko je bila oddana ponudba, v skladu s predpisi države, v kateri imam sedež, ali predpisi države naročnika, nima zapadlih neplačanih obveznosti v zvezi s plačili prispevkov za socialno varnost ali v zvezi s plačili davkov v vrednosti 50 eurov ali več. Priložena ustrezna izjava (Obrazec št. 3) oz. dokazilo.		
	<i>In accordance with the regulations of the country in which the tenderer is established or the regulations of the contracting authority's country, the tenderer has no overdue financial obligations relating to the payment of social security contributions or the payment of taxes in the value of 50 euros or more on the day of submitting the tender. The relevant statement (Form 3) or supporting document is attached.</i>		
5.	Ponudnik ni v postopku prisilne poravnave ali zanj ni bil podan predlog za začetek postopka prisilne poravnave in sodišče o tem predlogu še ni odločilo. Priložena ustrezna izjava (Obrazec št. 3) oz. dokazilo.		
	<i>The tenderer is not subject to compulsory composition proceedings or subject to a petition to initiate compulsory composition proceedings with the petition pending a decision by the court. The relevant statement (Form 3) or supporting document is attached.</i>		
6.	Ponudnik ni v stečajnem postopku ali zanj ni bil podan predlog za začetek stečajnega postopka in sodišče o tem predlogu še ni odločilo. Priložena ustrezna izjava (Obrazec št. 3) oz. dokazilo.		
	<i>The tenderer is not subject to bankruptcy proceedings or subject of a petition to initiate bankruptcy proceedings with the petition pending a decision by the court. The relevant statement (Form 3) or supporting document is attached.</i>		
7.	Ponudnik ni v postopku prisilnega prenehanja, zanj ni bil podan predlog za začetek postopka prisilnega prenehanja in sodišče o tem predlogu še ni odločilo, z njegovimi posli iz drugih razlogov upravlja sodišče ali je opustil poslovno dejavnost ali je v katerem koli podobnem položaju. Priložena ustrezna izjava (Obrazec št. 3) oz. dokazilo.		
	<i>The tenderer is not subject to compulsory winding-up proceedings or subject to a petition to initiate compulsory winding-up proceedings with the petition pending a decision by the court, and its business affairs are not being administered by the court for other reasons, it has not suspended business activities or is in any similar situation. The relevant statement (Form 3) or supporting document is attached.</i>		
8.	Ponudnik ni bil v katerikoli državi pravnomočno obsojen za dejanje v zvezi z njegovim poklicnim ravnanjem. Priložena ustrezna izjava (Obrazec št. 3) oz. dokazilo.		
	<i>The tenderer has not been convicted by a final judgement for any offence concerning its professional conduct. The relevant statement (Form 3) or supporting document is attached.</i>		
9.	Ponudnik pri dajanju informacij, zahtevanih v skladu z določbami 41. do 49. člena ZJN-2 v tem ali predhodnih postopkih javnega		

	naročanja ni namerno podal zavajajoče razlage teh informacij ali jih ni zagotovil. Priložena ustrezna izjava (Obrazec št. 3) oz. dokazilo.		
	<i>The tenderer has not given any misleading interpretation in providing the information required under the provisions of Articles 41 to 49 of the ZJ-2 in the current or previous public procurement procedures or has not provided such information. The relevant statement (Form 3) or supporting document is attached.</i>		
10.	Ponudnik ima veljavno dovoljenje pristojnega organa za opravljanje dejavnosti, ki je predmet javnega naročila, če je za opravljanje take dejavnosti na podlagi posebnega zakona dovoljenje potrebno. Priložena ustrezna izjava (Obrazec št. 3) oz. dokazilo.		
	<i>The tenderer has a valid licence from the competent authority for the business that is the subject of the contract, if a licence is required to conduct such business under a special law. The relevant statement (Form 3) or supporting document is attached.</i>		

S podpisom te izjave tudi potrjujemo / *By signing this statement we also confirm that:*

- da smo korektno izpolnjevali pogodbene obveznosti iz prejšnjih pogodb sklenjenih v zadnjih treh letih; *we have properly fulfilled our contractual obligations under previous contracts concluded in the last three years;*
- da naročniki zoper nas niso vlagali upravičenih reklamacij glede kakovosti del in nespoštovanja drugih določil pogodbe. Naročnik nas lahko izloči iz predmetnega postopka, če razpolaga z dokazili o nespoštovanju pogodbenih obveznosti; *our clients have not made any justified complaints regarding the quality of our work or non-compliance with other contractual provisions. The contracting authority may exclude us from the procedure in question if it has evidence available of any failure on our part to meet contractual obligations;*
- da imamo plačane vse zapadle obveznosti do podizvajalcev v predhodnih postopkih javnega naročanja; *all the payments due to our subcontractors in previous public procurement procedures have been made;*
- da nismo uvrščeni v evidenco poslovnih subjektov iz 35. člena Zakona o integriteti in preprečevanju korupcije (Uradni list RS št. 69/11-UPB2); *we are not listed in the record of business entities referred to in Article 14 of the Integrity and Prevention of Corruption Act (Official Gazette of the RS, No. 69/11-UPB2);*
- da smo tehnično in kadrovske sposobni izvesti javno naročilo / *we have the technical and human resources required to perform the contract.*

Obenem izjavljamo, da v primeru, da za zgornje navedbe ne prilagamo dokazil:

If no documents supporting the above statements have been attached, we also declare that:

- naročnik lahko sam pridobi potrdila, ki se nanašajo na zgoraj navedeno iz uradnih evidenc, ki jih vodijo državni organi, organi lokalne skupnosti ali nosilci javnih pooblastil / *all certificates relating to the above statements may be obtained by the contracting authority itself from official records kept by a state authority, local authority or by a holder of public authority.*
- bomo, v kolikor bo naročnik zahteval, v postavljenem roku, naročniku izročili ustrezna potrdila oziroma dokazila, ki se nanašajo na zgoraj navedeno in se ne vodijo v uradnih evidencah državnih organov, organov lokalnih skupnosti ali nosilcev javnih pooblastil / *at the request of the contracting authority and within a specified time limit, we will provide the contracting authority with all certificates or supporting documents that relate to the above statements and are not available from official records kept by a state authority, local authority or by a holder of public authority.*

Pod kazensko in materialno odgovornostjo izjavljamo, da so zgoraj navedeni podatki točni in resnični.

Accepting full criminal and material liability, we declare that the above information is accurate and true.

Datum / Date:

Žig / Stamp:

Podpis / Signature:

IZJAVA / STATEMENT

Kot ponudnik izjavljamo, da so predloženi podatki v ponudbi resnični in da smo seznanjeni z vsebino celotne razpisne dokumentacije za dodelitev javnega naročila, s splošnimi in posebnimi pogoji, in da z njo oz. njimi brez kakršnihkoli zadržkov v celoti soglašamo in jo/jih izpolnjujemo oz. jih bomo izpolnjevali.

S podpisom tega obrazca podpisujemo tudi ponudbo kot celoto ter potrjujemo veljavnost ponudbe, kot je opredeljena v povabilu k oddaji ponudbe.

Če bo naša ponudba sprejeta bomo predložili vsa zahtevana zavarovanja posla.

As the tenderer, I, the undersigned declare that the information provided in our tender is true and that we are acquainted with the entire contents of the contract documents for the public contract award and the general and special terms they contain, that we fully accept all the contents and terms and that we comply or will comply with them.

By signing this form, I am signing the tender as a whole and confirming the validity of our offer as defined in the invitation to tender.

If our tender is accepted, I undertake to submit all the bonds and guarantees required.

Kraj in datum / *Place and date:*

Žig in podpis ponudnika / *Tenderer's stamp and signature:*

PREDRAČUN / PRO-FORMA INVOICE

1. Opis predmeta naročila (glede na tehnične specifikacije) / *Description of the subject of the contract (as regards the technical requirements):*

Ponudnik s podpisom te izjave kazensko in materialno odgovarja, da sistem za absorpcijsko in emisijsko spektropolarimetrijo izpolnjuje naslednje tehnične zahteve naročnika ali boljše:

- Vir svetlobe: 150W Xe žarnica, zračno hlajena.
- Osnovni monokromator mora vsebovati dve prizmi.
- Termostatiran piezoelektrični modulator.
- Skupni detektor (fotopomnoževalka) CD in LD signala vsaj v območju valovnih dolžin: 165-850 nm.
- Stabilnost bazne linije (CD): boljša od 0,03 mdeg/h.
- Resolucija CD na skali 10 mdeg: bolje kot 0,00005 mdeg.
- Šum (RMSD): bolje kot 0,003 mdeg med 185-500 nm, [pasovna širina 1 nm].
- Ponovljivost določitve valovne dolžine pri snemanju spektra: boljša od +/-0,08 nm v območju valovnih dolžin med 170 in 500 nm in boljša od +/-0,2 nm v območju valovnih dolžin med 500 in 800 nm.
- Natančnost določitve valovne dolžine: vsaj +/-0,1 nm pri 200 nm in +/-0,6 nm na 750 nm.
- Območje nastavitve pasovne širine: 0,1 -15 nm.
- Hitrost snemanja spektra: večja od 8000 nm/min.
- Možnost izbire kontinuirnega snemanja in snemanja po korakih.
- Načini merjenja: CD, LD, Abs, FL in FDCD v odvisnosti od valovne dolžine, časa in temperature.
- Računalniško kontrolirana zaslonka («shutter«).
- S Peltier-jevimi elementi termostatiran prostor (vsaj med -30°C in 120°C) za eno kiveto z možnostjo mešanja. Merjenje temperature mora biti omogočeno neposredno v vzorcu., Poleg CD signala mora biti hkrati omogočeno merjenje intenzitete fluorescence ali FDCD signala.
- S Peltier-jevimi elementi termostatiran prostor (vsaj med -30°C in 120°C) za 6 kivet z možnostjo mešanja.
- Dodatni detektor (fotopomnoževalka) za simultano natančno meritev FDCD signala.
- Dodatni detektor (fotopomnoževalka) za natančno meritev intenzitete FL (ob hkratnem merjenju CD signala).
- Dodatni monokromator za meritve FL emisijskih spektrov (območje valovnih dolžin vsaj od 200 – 750 nm, natančnost boljša od ± 4 nm).
- Set »cut off« filtrov za fluorescenco (vsaj 8 kosov za različne valovne dolžine).
- Instrument omogoča meritve fluorescence brez optičnih vlaken.
- Kivete in ustrezni distančniki («spacers») ter držala («holders»):
 - a.) kvarčne kivete za merjenje Abs in CD signala: 1 mm (z zamaškom) – 2x, 2 mm (z zamaškom) – 1x, 5 mm (z zamaškom) – 2x, 10 mm (z zamaškom) – 2x, 10 mm (s pokrovom) – 1x;
 - b.) kvarčne kivete za merjenje FL in FLCD signala: 3x3 mm – 1x, 5x5 mm (z zamaškom) – 1x, 10x10 mm (z zamaškom) – 1x, 10x2 mm (z zamaškom) – 1x, 10x10 mm (s pokrovom) – 1x;
 - c.) distančniki oziroma držala za zgorej navedene kivete
- Zunanji termostat za hlajenje za Peltier-jevih elementov v prostoru za kivete s temperaturnim območjem delovanja večjim od -25 °C do +180°C; moč hlajenja vsaj 250 W pri 20 °C.
- Merilnik pretoka dušika za vsaj 2 -22 NI/min, orodja in standardi za preverjanje točnosti valovne dolžine, in testiranje CD in LD signalov.

- Sklop s centralno krmilno enoto in programsko opremo za nadzor celotnega sistema, ki vključuje računalnik z ustreznim operacijskim sistemom, monitorjem, tipkovnico in miško, za nadzor meritev in analizo podatkov.
- Programska oprema za oceno sekundarne strukture proteinov na osnovi CD spektrov.

Možnosti za kasnejšo nadgradnjo sistema:

- Avtomatski titrator (2 brizgi), ki ga upravljamo s pomočjo računalnika (hkrati nadzoruje celoten sistem).
- »Stop flow« sistem za spremljanje kinetike reakcij (2 brizgi, programska oprema sposobna analize in hkratnega nadzora sistema).
- Možnost »Solid state« CD/LD merjenja.

Ponudnik se zavezuje, da bo ob primopredaji CD spektrometrskega sistema predal:

- navodila za obratovanje in vzdrževanje, programska opremo ter ostalo dokumentacijo
- vse garancije,
- vse certifikate

Accepting full criminal and material liability, the tenderer declares that the absorption and emission spectropolarimetry system meets the following technical requirements of the contracting authority or better:

- Light source: 150W Xe Lamp, air cooled.
- Basic monochromator: Double prism monochromator.
- Continuously thermostatted piezoelectric modulator.
- Common photomultiplier detector for CD and LD measurements, wavelength range: 165-850 nm or better.
- Baseline stability: better than 0,03 mdeg/hr.
- CD resolution at 10 mdeg full scale: better than 0.00005 mdeg.
- RMS noise: better than 0,003 mdeg between 185-500 nm, [1 nm bandwidth].
- Wavelength precision better than 0.08 nm between 170 and 500 nm, and better than 0.2 nm between 500 - 800 nm.
- Wavelength accuracy: +/- 0.1 nm at 200 nm, and +/- 0.6 nm at 750 nm or better.
- Spectral bandwidth range: 0.1 –15 nm.
- Scan speed: higher than 8000 nm/min.
- Selectable scanning modes including continuous scan and step scan.
- Measurement modes: CD, LD and Abs simultaneous wavelength scan, time scan, temperature scan, single beam UV/VIS, FDCC/FDLD.
- Software controlled shutter.
- Peltier thermostatted cell holder with built in stirrer, temp. Range at least -30 – 120°C; temperature measurement should be possible directly in the sample, light output for both transmission and fluorescence/FDCC mode.
- Peltier thermostatted 6-position cell holder with built in stirrer, temp. range at least -30 – 120°C.
- Separate modulated photomultiplier assembly for simultaneous sensitive FDCC measurements.
- High sensitivity photomultiplier for measuring fluorescence (simultaneous measurement with CD).
- Second monochromator for emission FL spectrum measurements, wavelength range at least 200-750 nm, accuracy better than ±4 nm.
- Set of fluorescence cut filters, at least 8 pcs of different wavelengths
- Enables fluorescence measurements without optic fibers.
- Cuvettes, spacers, holders:
 - a.) quartz cuvettes for measuring Abs and CD signals: 1 mm (with stopper) – 2x, 2 mm (with stopper) – 1x, 5 mm (with stopper) – 2x, 10 mm (with stopper) – 2x, 10 mm (with lid) – 1x;

- b.) quartz cuvettes for measurement of FL and FLCD signals: 3x3 mm – 1x, 5x5 mm (with stopper) - 1x, 10x10 mm (with stopper) - 1x, 10x2 mm (with stopper) - 1x, 10x10 mm (with lid) - 1x;
- c.) spacers and holders corresponding to above mentioned cuvettes.
- External water circulator bath for Peltier cell holder with heating/cooling, temperature range wider than –25°C to + 180°C, cooling capacity at least 250 W at 20° C.
 - Nitrogen flowmeter for at least 2 – 22 NI/min, tools, standards for wavelength, CD and LD tests.
 - Complete assembly with central control unit and software to control the full assembly, which includes a computer with suitable operating system, monitor, keyboard and mouse for controlling the measurements and data analysis.
 - Software package for protein secondary structure estimation from CD spectra.

Possibilities for later upgrade

- Automatic titration accessory controlled by the CD spectrometer software, with 2 motorised syringes.
- Stop-flow accessory with at least 2 individually motor driven syringes with software capable to set the addition volumes and to control the spectrometer.
- Solid state CD/LD measurement.

The tenderer undertakes to deliver the CD spectrometric system along with:

- operating and maintenance instructions, software and the rest of the documentation
- all warranties
- all certificates

2.

Ponudbena cena (v EUR): _____
Tender price (in EUR)

DDV (22%): _____
 VAT (22%)

Ponudbena cena (EUR) z vključenim DDV: _____
Tender price (in EUR) including VAT

Davek na dodano vrednost se bo obračunal in v skladu z Zakonom o davku na dodano vrednost.

Value added tax will be charged in accordance with the Value Added Tax Act.

Ponudbena cena je fiksna, v njej so zajeti vsi stroški in morebitni popusti.

The tender price is fixed and includes all the costs and any discounts.

3. Veljavnost ponudbe: _____ (minimalno 90 dni od odpiranja ponudb).
Tender validity period: _____ (a minimum of 90 days from the opening of tenders)

4. Rok dobave: _____ (10 tednov od podpisa pogodbe).
Deadline for delivery: _____ (a maximum of 10 weeks from the contract signature date)

Ponudnik mora tej izjavi priložiti tehnično specifikacijo, certifikate in opis naprave v slovenskem ali angleškem jeziku.

Pod kazensko in materialno odgovornostjo izjavljamo, da so zgoraj navedeni podatki točni in resnični.

The tenderer must attach the technical specification, certificates and description of the device in Slovenian or English to this statement.

Accepting full criminal and material liability, we declare that the above information is accurate and true.

Kraj in datum / *Place and date:*

Žig in podpis ponudnika / *Tenderer's stamp and signature:*

(Navodilo: obrazec po potrebi fotokopirajte / Guidance: photocopy the form if necessary)

PONUĐNIK oz. IZVAJALEC (v primeru skupne ponudbe) / TENDERER or CONTRACTOR (in the case of a joint tender)

SEZNAM DOBAVE IN MONTAŽE OPREME V SLOVENIJI ALI EU, KI IMAJO PRIMERLJIVE KARAKTERISTIKE, KOT JE PREDMET TEGA JAVNEGA NAROČILA v zadnjih 3 letih (vsaj 2 referenci)

A LIST OF EQUIPMENT SUPPLIED AND INSTALLED IN SLOVENIA OR THE EU WITH CHARACTERISTICS COMPARABLE TO THOSE OF THE SUBJECT OF THIS PUBLIC CONTRACT in the last 3 years (at least 2 references)

Naročnik / Contracting authority	Opis naprave / Description of device	Vrednost blaga (v EUR brez DDV) / Value of goods (in EUR excl. VAT)	Leto inštalacije / Year of installation

Kraj in datum / Place and date:

Žig in podpis ponudnika / Tenderer's stamp and signature:

VZOREC POGODBE

NAROČNIK: UNIVERZA V LJUBLJANI
Fakulteta za kemijo in kemijsko tehnologijo,
Večna pot 113, 1000 Ljubljana
ki jo zastopa: prof. dr. Matjaž Krajnc, dekan

matična številka: 1626990
identifikacijska številka: SI65565754

IZVAJALEC: in

.....
ki ga zastopa:

matična številka:
identifikacijska številka:
transakcijski račun štev.:

sklenejo po medsebojnem sporazumu

P O G O D B O št.
ZA DOBAVO IN INSTALACIJO SISTEMA ZA ABSORPCIJSKO IN
EMISIJSKO SPEKTROPOLARIMETRIJO

I. PREDMET POGODBE

1. člen

Na osnovi oddaje javnega naročila po postopku naročila male vrednosti (.....), je bil za dobavo in instalacijo sistema za absorpcijsko in emisijsko spektropolarimetrijo kot najugodnejši ponudnik izbran izvajalec po tej pogodbi.

Naročnik s to pogodbo naroča, izvajalec pa prevzame izvedbo del razpisanega javnega naročila, skladno z razpisno dokumentacijo in ponudbo ter predračunom ponudnika. Predračun je sestavni del te pogodbe.

2. člen

Navedena dela se izvajalec zaveže izvesti v skladu:

- s ponudbo izvajalca štev. _____ z dne _____
- z razpisnimi pogoji.

II. ROKI

3. člen

Izvajalec se zaveže z deli, ki so predmet te pogodbe, pričeti takoj po podpisu pogodbe in jih v celoti končati v tednih (najkasneje v 10 tednih).

III. CENA

4. člen

Pogodbena vrednost jeEUR
DDV 22%.....EUR
Skupaj.....EUR

(z besedo:.....)

Davek na dodano vrednost se bo obračunal in v skladu z Zakonom o davku na dodano vrednost.

Pogodbena vrednost je fiksna in nespremenljiva ter zajema vse stroške vključno z uspešno dobavo in montažo naprave ter usposabljanjem na lokaciji naročnika. V ceni so vračunane vse dajatve.

5. člen

Naročnik bo pogodbeni znesek plačal na podlagi izstavljenega računa v roku 30 dni od prejema računa na transakcijski račun izvajalca št....., odprt pri

Izvajalec bo račun izstavil po uspešni izdelavi in dobavi naprave, opravljeni primopredaji ter usposabljanju.

IV. GARANCIJE ZA BREZHIBNO DELOVANJE

6. člen

Prodajalec bo za napravo, ki ima garancijski rok, izročil naročniku potrebno tehnično dokumentacijo o opremi ter vse potrebne in potrjene garancije.

Šteje se, da je naprava prevzeta, po opravljeni primopredaji in ko naročnik prejme tudi potrebno tehnično dokumentacijo o napravi ter vse potrebne in potrjene garancije.

V. DOBAVA NAPRAVE

7. člen

Pri dobavi naprave je izvajalec dolžan izpolnjevati predvsem naslednje naročnikove zahteve:

- izvajanje dobave po terminskem planu,
- strokovno izvajanje dobave in odpravljanje ugotovljenih napak,
- spoštovanje sprejetih dogovorov v zvezi z delom.

VI. PREVZEM (PRIMOPREDAJA)

8. člen

Prevzem naprave opravijo predstavniki naročnika in izvajalca najkasneje v 5 dneh po uspešnem preizkusu naprave.

O poteku prevzema (primopredaji) se sestavi pisni zapisnik, v katerem se naštejejo tudi morebitne pripombe s tehničnega ter kvalitetnega pregleda, vezane na predmet te pogodbe ter predlog in roki odprave pomanjkljivosti.

VII. OSTALE MEDSEBOJNE OBVEZNOSTI

9. člen

Izvajalec se zaveže:

1. Da bo pogodbeno dogovorjeno delo opraviti vestno, pošteno in v skladu s to pogodbo, tehnično dokumentacijo, veljavnimi predpisi in pravili stroke;
2. Da bo ob dokončanju del predal tudi vso predpisano dokumentacijo o kvaliteti izvedenih del (atesti, certifikati, garantni listi, ...), tehnično dokumentacijo o opremi ter vse potrebne in potrjene garancije;
3. Da bo pred primopredajo naprave opravil preizkus delovanja naprave;
4. Da bo usposobil osebje naročnika za uporabo naprave (šolanje) po primopredaji naprave na sedežu naročnika t. j. Večna pot 113, 1000 Ljubljana;
5. Da bo med izvajanjem pogodbenih del samostojno poskrbel za vse potrebne ukrepe varstva pri delu, varstva okolja in varstva pred požarom, ter za izvajanje teh ukrepov, za posledice njihove morebitne opustitve pa prevzema polno odgovornost.

Izvajalec se zaveže vsa dela po tem členu izvesti brez dodatnega plačila.

10. člen

Naročnik se zaveže:

1. Sodelovati z izvajalcem s ciljem, da se prevzeta dela izvršijo pravočasno in v obojestransko zadovoljstvo;
2. Tekoče obveščati izvajalca o vseh spremembah in novo nastalih situacijah, ki bi lahko imele vpliv na izvršitev prevzetih del;
3. Urediti plačilne obveze, izhajajoč iz pogodbe.

VIII. SERVISIRANJE IN ZAGOTAVLJANJE REZERVNIH DELOV

11. člen

Izvajalec jamči servisiranje in zagotavljanje rezervnih delov v obdobju naslednjih 10 let z lastnim servisom.

IX. POGODBENA KAZEN

12. člen

V primeru, da pride izvajalec po svoji krivdi v zamudo pri izvedbi del po tej pogodbi (3.člen), ima naročnik pravico zaračunati pogodbeno dogovorjeno kazen, ki znaša 0,5 % (odstotka) od pogodbene vrednosti za vsak koledarski dan zamude. Vsota pogodbene kazni lahko znaša največ 10 % (deset odstotkov) pogodbene vrednosti.

V kolikor bi bilo s strani naročnika ugotovljeno, da izvajalec pogodbene obveznosti ne izpolnjujejo v dogovorjeni kvaliteti, količini in terminu, lahko naročnik odstopi od te pogodbe.

X. PREDSTAVNIKI PO POGODBI

13. člen

Pooblaščen zastopnik naročnika po tej pogodbi je prof. dr. Jurij Lah.

Pooblaščen zastopnik izvajalca po tej pogodbi je

XI. OSTALA DOLOČILA

14. člen

Pogodba, pri kateri kdo v imenu ali na račun druge pogodbene stranke, predstavniku ali posredniku organa ali organizacije iz javnega sektorja obljubi, ponudi ali da kakšno nedovoljeno korist za:

- pridobitev posla ali
- za sklenitev posla pod ugodnejšimi pogoji ali
- za opustitev dolžnega nadzora nad izvajanjem pogodbениh obveznosti ali
- za drugo ravnanje ali opustitev, s katerim je organu ali organizaciji iz javnega sektorja povzročena škoda ali je omogočena pridobitev nedovoljene koristi predstavniku organa, posredniku organa ali organizacije iz javnega sektorja, drugi pogodbeni stranki ali njenemu predstavniku, zastopniku, posredniku;

je nična.

15. člen

Pogodbeni stranki sta sporazumni, da bosta morebitna nesoglasja oz. spore reševali sporazumno, v nasprotnem primeru pa je za reševanje sporov pristojno sodišče v Ljubljani.

16. člen

Ta pogodba stopi v veljavo z dnem, ko jo podpišeta obe pogodbeni stranki.

Sestavljena je v 3 izvodih, od katerih prejme naročnik 2, izvajalec pa 1 izvod.

V Ljubljani, dne _____

V _____, dne _____

Naročnik:
UL Fakulteta za kemijo in kem. tehnologijo
Prof. dr. Matjaž Krajnc, dekan

Izvajalec:

CONTRACT TEMPLATE

CONTRACTING AUTHORITY: UNIVERSITY OF LJUBLJANA
Faculty of Chemistry and Chemical Technology,
Večna pot 113, 1000 Ljubljana
represented by: Professor Matjaž Krajnc, Dean

registration number: 1626990
identification number: SI65565754

and

CONTRACTOR:

.....
.....
.....
represented by:

registration number:
identification number:
bank account number: IBAN:
SWIFT:

have agreed to enter into the following

CONTRACT NO.
FOR THE SUPPLY AND INSTALLATION OF A SYSTEM FOR ABSORPTION AND
EMISSION SPECTROPOLARIMETRY

I. SUBJECT OF THE CONTRACT

Article 1

Based on the award procedure for low-value public contracts, (.....), the Contractor hereunder was selected as the most advantageous tenderer for the supply and installation of a system for absorption and emission spectropolarimetry.

The Contracting Authority hereby orders and the contractor undertakes the delivery of the goods and services hereunder in accordance with the contract documents, the tender and the tenderer's pro-forma invoice. The pro-forma invoice is an integral part of this contract.

Article 2

The Contractor shall deliver the goods and services in accordance with:

- the Contractor's tender, number, dated
- the terms of reference for this public contract.

II. TIME LIMITS

Article 3

The Contractor shall commence the delivery of the goods and services hereunder immediately after signing this contract and complete the activities in full in weeks (but no later than in 10 weeks).

III. PRICE

Article 4

The contract value is EUR
VAT 22% EUR
Total contract value EUR

(in words: EUR)

Value added tax will be charged in accordance with the Value Added Tax Act.

The contract value shall be fixed and unalterable, and comprise all the costs including the costs of successfully supplying and installing the device and training at the site of the Contracting Authority.

Article 5

The Contracting Authority shall pay the contract sum on the basis of the Contractor's invoice within 30 days from its receipt. The payment shall be made to the Contractor's bank account No., SWIFT:

The Contractor shall issue the invoice after the device has been successfully supplied, installed, formally handed over, and the training has been completed.

IV. GUARANTEES OF PROPER WORKING ORDER

Article 6

Along with the device, the Contractor shall hand over to the Contracting Authority the required technical documentation on the equipment and all the required and confirmed guarantees for the device, which shall have a warranty period.

The device shall be deemed formally accepted when the handover has been completed and the Contracting Authority has received the required technical documentation and all the required and confirmed guarantees.

V. SUPPLY OF THE DEVICE

Article 7

In the course of supplying the device, the Contractor shall fulfil in particular the following requirements of the Contracting Authority:

- supply on schedule,
- professionally conducted supply and removal of any identified defects,
- adherence to all agreements made with regard to goods and services.

VI. ACCEPTANCE (HANDOVER)

Article 8

The device shall be formally accepted by the representatives of the Contracting Authority from the representatives of the Contractor within 5 days from its successful testing.

An acceptance record (handover record) shall be written. The record shall include any comments resulting from a technical and quality inspection and relating to the subject of this contract, and the time limits for the removal of any defects.

VII. OTHER OBLIGATIONS BETWEEN THE PARTIES

Article 9

The Contractor undertakes to:

1. deliver the goods and services agreed in accordance with the duty of good faith and fair dealing, this contract, the technical documentation, applicable regulations and the code of conduct of the profession;
2. deliver, after completing the work hereunder, all the prescribed documents relating to the quality of the goods and services (certificates, warranty certificates etc.), the technical documentation for the equipment and all the required and confirmed warranties;
3. perform a test of the installed device before its formal handover;
4. train the staff of the Contracting Authority for the operation of the device (in a training course) after handing over the device at the seat of the Contracting Authority, i.e. at the address: Večna pot 113, 1000 Ljubljana;
5. ensure and carry out by itself all the measures required for safety at work, environmental protection and fire safety during the performance of its contractual obligations, and accept full responsibility for any consequences of their omission.

The Contractor shall carry out the services in this article at no extra charge.

Article 10

The Contractual Authority undertakes to:

1. cooperate with the Contractor with the aim of having the goods and services hereunder delivered on time and to their mutual satisfaction;
2. inform the Contractor of any changes and new circumstances which could affect the delivery of the goods and services hereunder;
3. settle its payment obligations pursuant to this contract.

VIII. SERVICING AND SUPPLY OF SPARE PARTS

Article 11

The Contractor shall guarantee servicing and the supply of spare parts for the next 10 years, using its own services.

IX. LIQUIDATED DAMAGES

Article 12

If, by the fault of the Contractor, there is a delay in the delivery of goods and services hereunder (Article 3), the Contracting Authority shall have the right to charge 0.5% (per cent) of the contract value for each calendar day of the delay to the Contractor. The total liquidated damages sum may not exceed 10% (ten per cent) of the contract value.

If the Contracting Authority finds that the Contractor's delivery of goods and services does not comply with the agreed quality, quantity and time limits, the Contracting Authority can terminate this contract.

X. CONTRACT REPRESENTATIVES

Article 13

The authorised representative of the Contracting Authority is Professor Jurij Lah.

The authorised representative of the Contractor is

XI. OTHER PROVISIONS

Article 14

A contract in which a person promises, offers or gives on behalf or for the account of a party to this contract any undue advantage to a representative or intermediary of a body or organization from the public sector in return for:

- winning the contract or
- concluding the contract under more favourable conditions or
- omitting due supervision of the fulfilment of contractual obligations or
- any other act or omission which causes damage to the body or organization from the public sector or brings an undue advantage to the representative or intermediary of the body or organization from the public sector, or to a party to this contract or its representative, intermediary or deputy;

shall be void.

Article 15

The parties to this contract agree to resolve any disagreements or disputes by mutual agreement. Failing this, any disputes shall be settled by the court of jurisdiction in Ljubljana.

Article 16

This contract shall enter into force when signed by both parties.

This contract is drawn up in three copies, two of which are retained by the Contracting Authority and one by the Contractor.

Ljubljana, _____ (date)

....., _____ (date)

THE CONTRACTING AUTHORITY:

THE CONTRACTOR:

UNIVERSITY OF LJUBLJANA
Faculty of Chemistry and Chemical
Technology
Prof. Matjaž Krajnc, Dean