



Number: 3592-1/2023 UH

Date: 04.10.2023

Subject: Notice of intention to conclude a direct contract for the disposal
of a telescope

The University of Ljubljana, Faculty of Mathematics and Physics Ljubljana, Jadranska ulica 19, 1000 Ljubljana, on the basis of Articles 52 and 78 of the Act on State and Local Government Property (Official Gazette of the Republic of Slovenia, No. 11/18, 79/18 and 78/23 - ZORR) and Article 19 of the Regulation on State and Local Government Property (Official Gazette of the Republic of Slovenia, No. 31/18), hereby announces the following

**AN INTENTION TO SELL A TELESCOPE
UNDER THE DIRECT CONTRACT
METHOD**

1. Name and registered office of the operator concluding the transaction for the disposal of the immovable property

University of Ljubljana, Faculty of Mathematics and Physics, Jadranska ulica 19, 1000 Ljubljana (hereinafter: FMF)

2. Description of the object of the sale

For sale is a classic Cassegrain telescope on an alt-azimuthal mount. The telescope has a primary mirror of 71 cm diameter, a primary focal length of $f=2.031$ m and a Cassegrain focal length of $f=5.831$

m. The azimuthal axis is mounted in a hydraulic bearing and the elevation axis is mounted in a ball bearing, both with worm gears. The axes are motorised, but the existing motors and drivers can no longer be maintained, so a complete replacement is required. The software was written specifically for this telescope and uses libraries that are limited on modern systems. The software is not compatible with INDI or EPICS standards. The optics are serviceable, but the way the mirrors are mounted should be updated. It would be useful to replace the optical coatings on the mirrors.

3. Offer price and terms of the transaction

The telescope will be sold to the highest bidder. Bids can only be placed for the entire item for sale, i.e. the telescope with optics and complete mount. After receipt of the bids, if there are several interested parties, the price and further terms of the transaction will be negotiated with them.

The sale will be conducted on a "seen-bought" basis, so any complaints after the conclusion of the sales contract and collection of the telescope will not be considered.

4. Method of submission

Bids must be in writing and may be submitted by legal entities or natural persons.

Bidders may submit their bids by e-mail to the following address: **r-r@fmf.uni-lj.si** no later than **25.10.2023**.

Bids received after this deadline will not be considered by FMF.

The bid must include:

- a bid on the attached form
- a copy of the identity card (for natural persons and individual entrepreneurs).

If the tenderer does not submit a tender on the form, the tender must contain at least:

- in case of natural persons: First and last name, address, tax number, telephone number and email address;
- in case of legal entities: Name, registered office, tax and registration number, contact person, telephone number and email address;
- the offered price for the telescope;
- Signature.

The bid price must be stated with an exact amount and not with a range.

Submission of a bid on the attached form is not a condition of bid validity. The opening of bids is not open to the public.

If more than one complete bid is received or submitted to the Operator within the deadline, additional written negotiations will be conducted with these bidders regarding the price and all other terms of the transaction.

The bidders will be informed about the result of the received bids by e-mail no later than seven days after the tender procedure has been closed in accordance with this announcement or in the course of additional written negotiations.

5. Conclusion of the contract, purchase price and transfer of ownership

Once the selection has been made, the successful tenderer will be invited in writing to sign the contract. If the successful tenderer does not sign the contract within three working days of the invitation and if the purchase price is not paid within two further working days after the contract has been signed by both parties, the FMF may invite the next highest tenderer to purchase the contract.

The Purchaser must **pay the Purchase Price within two working days of the conclusion of the Contract** by transfer to a transaction account and by reference to be specified in the Contract of Sale.

Payment of the full purchase price within the specified time limit is an essential element of the transaction. If the purchase price is not paid within the time limit set, the transaction is deemed to be dissolved by operation of law.

All costs incurred after the signing of the contract will be borne by the buyer. The telescope is sold on the following system "seen and bought", and the FMF shall not be held liable for any defects or faults subsequently discovered. Buyer

assumes the obligation to remedy any defects in the quality and scope of the object of sale.

The operator may suspend the sale process pending the conclusion of a legal transaction, without liability for damages.

6. Collecting the telescope

The successful bidder will take possession of the telescope once the contract has been signed and the purchase price has been received by the seller. The takeover will take place at the telescope's storage address Šušteršič d.o.o., Tržaška cesta 33, 1370 Logatec. A record of the receipt of the telescope will be drawn up.

7. Further clarifications

For information on how to proceed with the telescope divestment, please contact **the Research and Project Office** on **+386 1 4766 540** or by e-mail: **r-r@fmf.uni-lj.si**.

8. NOTICES TO INDIVIDUALS ON THE GENERAL DATA PROTECTION REGULATION (GDPR)

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as "GDPR") and the regulations governing the protection of personal data, the Parties agree not to use personal data in contravention of the provisions of the GDPR and the regulations governing the protection of personal data. The Parties shall ensure the conditions and measures for the protection of personal data and the prevention of misuse within the meaning of the provisions of the GDPR and the regulations governing the protection of personal data.

Personal data is collected on the basis of Article 6(1)(b) of the GDPR. ZIRS will use the personal data provided by potential buyers during the bidding process only for the purpose of carrying out this procedure.

**UNIVERSITY OF LJUBLJANA,
FACULTY OF MATHEMATICS
AND PHYSICS
Prof. Dr. Janez Bonča, Dean**

Annexes:

- Annex 1: "Tender" form;
- Annex 2: Model sales contract

Annex 1: "Tender" form

OFFER TO BUY MOVABLE PROPERTY
FOLLOWING A NOTICE OF INTENT TO SELL A TELESCOPE

Number: _____ of _____

Information about the provider		
Name and surname/title:		
Address / registered office address:		
EMN / registration number:		
Tax ID / VAT ID:		
The tender is accompanied by a copy of a valid official identification document (NB - applies to natural persons and sole traders) - circle as appropriate	YES	NO
Contact details		
Contact person:		
Email address:		
Phone number:		

I declare, under criminal and material liability, that:

- I have carefully examined the intention to sell telescope no. _____ dated _____ and that I found no error in it,
- I am aware that the contract of sale in the procedure will be concluded with the highest bidder(s) who, on the basis of the intention or in additional negotiations, offers the highest bid price for the object of the sale and that the contract will be concluded on the basis of the principle of seen-buy principle,
- agree to the contractual terms in the model contract annexed to this document.

In accordance with the above, I make a binding offer **for the subject of the sale pursuant to the Intention to Sell No.** of _____ :

- CASSEGRAIN TELESCOPE, L. 2003
OFFER PRICE (purchase price): _____ EUR

The offer is valid for the purposes of the sale procedure based on the above-mentioned intention.

Place and date:

Provider:

Signature:

Annex 2: Model sales contract

SELLER: UNIVERSITY OF LJUBLJANA, FACULTY OF MATHEMATICS AND FIZIKO, Jadranska 19, 1000 Ljubljana,
represented by prof. Dr. Janez Bonča, Dean
Registration number: 1627007000
VAT identification number: SI 55332862

BUYER: _____
represented by its director _____
registration number: _____
VAT identification number: _____
transaction account no.: _____ opened with _____

shop

PURCHASE CONTRACT NO. _____

INTRODUCTORY PROVISIONS

1. Member

The Parties note at the outset that:

- the Republic of Slovenia is the owner and the University of Ljubljana, Faculty of Mathematics and Physics is the operator of the telescope which is the subject of the contract;
- the sale is carried out on the basis of the direct contract method, as the appropriate statutory method for disposing of the real property of the State and self-governing local authorities;
- on the basis of Article 52 of the Act on Real Property of the State and Local Self-Government Communities (Official Gazette of the Republic of Slovenia, No. 11/18, 79/18 and 78/23) and Article 19 of the Regulation on Real Property of the State and Local Self-Government Communities (Official Gazette of the Republic of Slovenia, No. 31/18), on _____ published on the website of the seller the intention to sell the telescope by direct contract;
- is the buyer of the day _____ submitted a final offer for the purchase of the telescope referred to in 3. Article 5 of this Agreement.

SUBJECT OF THE CONTRACT

2. Member

The subject of this contract is the sale of a CASSEGRAIN telescope.

It is purchased on a "seen-buy" basis and the seller will not be held liable for any defects or faults subsequently discovered.

The Parties agree that the Buyer shall bear the prescribed tax duties and any other costs incurred as a result of the transfer of title to the subject-matter of the Contract. These costs are not included in the purchase price referred to in Article 4 of this Contract.

PRICE

3. Member

The Parties agree that the agreed purchase price for the telescope shall be _____
EUR (in words: _____ EUR 00/100),

The Seller shall not pay any costs incurred at the time of or after the signature of the Contract.

Pursuant to the Value Added Tax Act (Official Gazette of the Republic of Slovenia, No. 13/11 - officially consolidated text, 18/11, 78/11, 38/12, 83/12, 86/14, 90/15, 77/18, 59/19, 72/19, 196/21 - ZDOsk, 3/22, 29/22 - ZUOPDCE and 40/23 - ZDavPR-B), which, in Paragraph 5, Article 5. Article 5, paragraph 5, provides that state bodies and organisations, local authorities and other public law persons shall not be considered taxable persons in respect of activities or transactions carried out by them in their capacity as public authorities, even if they collect fees, contributions and other charges and payments in respect of those activities or transactions, FMF is not taxable person.

In the total purchase price _____ EUR 1,5 million in accordance with the Law on Value Added Tax the value is not subject to value added tax, as FMF is not a taxable person.

PAYMENT

4. Member

The Parties agree that the Purchaser shall pay the Purchase Price within two working days of the conclusion of the Contract to the Seller's account No _____, reference:
_____.

PREVIEW

5. Member

The Seller shall deliver the telescope to the Buyer for ownership and possession upon payment of the full purchase price. The Buyer undertakes to collect and remove the telescope at his own expense within five working days of payment of the purchase price. The Buyer undertakes to purchase, take delivery of and transport the entire object of the sale, i.e. the telescope with the optics and the complete mounting.

The telescope and all documentation shall be collected at the telescope storage address
Šušteršič d.o.o., Tržaška cesta 33, 1370 Logatec.

A record of the acceptance will be drawn up by the Parties.

PROTECTION OF PERSONAL DATA

6. Member

In accordance with the regulations governing the protection of personal data, the parties agree not to use any personal data in contravention of the provisions of these regulations. The Parties will also ensure the conditions and measures to ensure the protection of personal data and to prevent any misuse, in accordance with the provisions of those regulations.

FINAL PROVISIONS

7. Member

If, in connection with this Contract, any unauthorised advantage has been promised, offered or given to a representative or agent of the Ministry, in the name or on behalf of the other party to the Contract, for:

- getting a deal, or
- to conclude a deal on more favourable terms, or
- for failing to exercise due diligence in the performance of contractual obligations; or
- for any other act or omission which causes damage to a public-sector body or organisation or enables an unauthorised advantage to be obtained by a representative or agent of the Ministry, another contracting party or its representative, agent or intermediary,

the contract is null and void.

8. Member

The administrator of this contract is Ms._____, the contact person of the Seller for the collection of the telescope is Mr._____.

9. Member

The Parties shall endeavour to resolve any disputes arising out of this contractual relationship amicably; should an amicable solution not be possible, the court of subject matter and territorial jurisdiction shall have jurisdiction to resolve such disputes.

10. Member

The Contract is concluded on the date of signature by both parties. It shall be drawn up and signed in five (5) identical copies, of which the Seller shall receive two (2) and the Buyer three (3).

Number:

Date:

Date:

SELLER:

BUYER:

UNIVERSITY OF LJUBLJANA,

FACULTY OF MATHEMATICS AND PHYSICS

prof. Dr. Janez Bonča, Dean