

Tender Dossier

pursuant to the provisions of Section 44, Act No. 137/2006 Coll., on public procurement, as subsequently amended

Name of the public contract:

Optical measuring equipment



open above-the-threshold procedure

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1. Information about the contracting authority for the public contract

Contracting authority for the public contract:

Name:	University of West Bohemia in Pilsen
Registered office:	Pilsen, Univerzitní 8, postal code: 306 14
Acting through:	Doc. PaedDr. Ilona Mauritzová, Ph.D., Chancellor
Registration no:	497 77 513

Additional information:

Name of the public contract:	Optical measuring equipment
Contract registration number:	350277

Representative of the Contracting Authority – an entity authorized to organize the tender pursuant to the Public Contracts Act no. 137/2006, Coll., section 151:

Name:	JUDr. Daniel Volopich, attorney-at-law JUDr. Tomáš Tomšíček, attorney-at-law attorneys-at-law in the law firm Advokátní kancelář Volopich, Tomšíček & spol.
Address:	Vlastina 23, 323 18 Plzeň, Czech Republic
ID no.:	12844012
Tax ID no.:	CZ6407022358
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Contact person:	Mgr. Kateřina Burešová, zcu@akvt.cz

2. Preamble

This public contract is published by the contracting authority for the public contract (the “**Contracting Authority**”) based on Act No. 137/2006 Coll., on public procurement (the “**Public Procurement Act**”), as amended.

Based on the anticipated value, the public contract is a below-the-threshold contract for supplies under the provisions in Section 8 of the Public Procurement Act. Due to the transparent nature of the tendering procedure, the Contracting Authority is publishing this below-the-threshold public tender in the procedure applicable for publishing above-the-threshold public contracts, and in accordance with the provisions of Section 26 (5) of the Public Procurement Act, this public contract will proceed in accordance with the provisions applicable for publishing above-the-threshold public contracts.

Should the term “tenderer” be used in the tender dossier, the term will also refer to situations in which the Public Procurement Act uses the term “economic operator”.

This tender dossier will be published in whole from the date the contract notice is published on the Contracting Authority’s profile: <https://profilzadavatelezapadoceskauniverzityaplzni49777513.allycon.eu/>.

Pursuant to the provisions of Section 86 of the Public Procurement Act, preliminary notification of this public contract has been published on 8th April 2013.

The information and data provided in the contract dossier and the annexes thereto define the Contracting Authority’s mandatory requirements for processing the bid and performing the public contract. The tenderer is obliged to respect these requirements in the course of processing the bid and accept them in the bid. Non-acceptance of the Contracting Authority’s requirements stated in the project dossier and annexes thereto will be viewed as failure to meet the technical specifications and may be grounds for excluding the tenderer from further participation in the tendering procedure.

The annexes are an integral part of the tender dossier. The tender dossier has been prepared in Czech and English. In the event of inconsistencies between the language versions, the Czech language meaning of the tender dossier shall prevail.

The tenderer is entitled to request additional information on the technical specifications from the Contracting Authority. **In such case, the tenderer sends a written request for additional information to the representative of the Contracting Authority, (see section 1 of the Tender Documents), not to the Contracting Authority, no more than six working days before the deadline set for submitting bids. The Contracting Authority will publish additional information on its profile page.**

3. Subject matter of the public contract

The subject matter of the public contract is the **supply of optical measuring instrument to measure and evaluate the condition of a surface, primarily for use in engineering** (the “Equipment”). It primarily concerns monitoring the radius of curvature of the edge in a range from 2 μm to 50 μm , profile and surface roughness, symmetry of the cutting edge, 2D measurements and measurements of volume changes.

In particular, the Equipment must provide the following **main functions**:

- Measurement of the microgeometry of the edge on rotating and non-rotating cutting tools
- Scan and evaluation of the shape and evenness of the edge in several normal sections on the main and side edges of the cutting tools at the site of measurement
- Measurement and evaluation of the radius of curvature of the edge from 2 μm to 50 μm in several normal sections on the main and side edges of the cutting tools at any point on the cutting edge
- Vertical resolution of at least 15nm
- Measurement and evaluation of the length of bevels and geometric shapes (chip breaker, forming element)
- Measurement of sections and angles at any point
- Measurement and evaluation of surface roughness on the back and front surfaces of the cutting edge, evaluation of the roughness of the cutting edge
- Measurement and evaluation of the wear of the tool edge
- 3D scans of the cutting edge on the cutting tool, visualisation and export of these scans to one of the STL, IGES or DXF formats or STEP format, modifications of 3D data
- Measurement and evaluation of the symmetry of the cutting tool edge
- Comparison of at least two models and determining the differences using a colour spectrum
- Measurement of the surface and profile roughness in accordance with ISO 4287, 4288 and 25178
- Ability to computer process the results and create measurement protocols
- Registered true colour information

Basic technical specifications of the Equipment:

- 3D optical sensor with vertical resolution of at least 15nm
- Automatic fast change of lenses without re-calibration
- Working distance larger than 8mm for measurements with vertical resolution of 20nm
- Working distance larger than 20mm for measurements with vertical resolution of 500nm
- Constant vertical resolution of 20nm over z-range of 8mm
- Measurement of a radius down to 2 μm
- Measurement of steep surfaces up to 80° with a vertical resolution between 15nm and 2 μm
- Measurement of surface roughness

The required equipment for the optical device must provide 3D scans of details of the complex geometry of the cutting tool edges and surface textures, and image composition and visualisation for standard samples as well as for highly reflective samples.

Requirements for the accessories:

- PC with support for special software for measurements and evaluations – according to the required main and additional functions
- At least 22” monitor
- Motorised worktop on the X and Y axes
- Motorised jig for fastening the instruments and ensuring 360° rotation
- Polarising equipment
- Anti-vibration element

This accessory must allow the user of the measuring Equipment to monitor output from individual measurements, facilitate the actual measuring process and minimise human errors. This occurs primarily due to the motorised unit, which serves to position the instruments precisely, and the rotation unit, which ensures the sample can be rotated without interruption. The polarisation equipment and options for additional lighting of the studied sample make it possible to also monitor highly reflective samples.

Requirements for the software:

- The software must allow the user to visualise and evaluate the measured parameters, import, export and store data, and reload and measure the data.
 - The automatic analysis of the cutting edge in several normal sections (scan and evaluation of the shape and evenness of the edge in several normal sections on the main and side cutting edges of the cutting tools at the site of measurement)
 - Evaluation of the length of bevels and geometric shapes
 - Measurement of sections and angles with a known edge position
 - Measurement of angles on normal sections on the main and side cutting edges of the cutting tools
 - Evaluation of surface roughness on the back and front surfaces of the cutting edge, evaluation of the roughness of the cut edge (chipping)
 - Measurement and evaluation of the wear of the tool edge
 - 3D scans of the cutting edge on the cutting tool, visualisation and export of these scans to one of the STL, IGES, DXF or STEP formats, modifications of 3D data
 - Ability to import data from one of the STL, IGES, DXF or STEP formats
 - Measurement and evaluation of the symmetry of the cutting tool edge (K factor)
 - Ability to computer process the results and create measurement protocols
 - Comparison of the imported CAD file (model) with the measured data (model) using differential analysis
 - Comparison of two measured data files and determination of differences
 - Measurement of the surface and profile roughness in accordance with ISO 4287, 4288 and 25178
 - Measurement of general shapes

The technical specifications of the Equipment are listed as the minimum requirements the Equipment must meet. If the tenderer offers Equipment that will not correspond with the set technical specifications or will not

contain all of the parts described, it will be excluded from the tendering procedure based on its failure to meet the technical specifications established by the Contracting Authority in the tendering procedure.

Performance includes the delivery of the Equipment to the place of performance of the public contract, installation of the Equipment, commissioning of the Equipment, supply of operating instructions in English and eight hours of training on the supplied Equipment for three (3) of the Contracting Authority's staff members at the place of performance. At the same time as the Equipment, the tenderer will also provide a non-exclusive, non-time-limited licence to use the supplied software for educational and research purposes and for commercial purposes.

The warranty period for the Equipment is 12 months.

Further conditions related to the supply of the subject matter of the contract and associated services and commercial terms are set out in the binding draft Agreement that comprises Annex No. 5 of this tender dossier.

3.1 CPV classification of the subject matter of the public contract

Description:	CPV:
Optical microscopes	38634000-8

3.2 Estimated value of the public contract

The estimated value of the public contract (not inclusive of VAT) is CZK 3.500.000,-- (words: three millions five hundred thousands Czech crowns).

The Contracting Authority has determined the estimated value based on data and information obtained from a market survey based on the required performance.

3.3 Term and place of performance of the public contract

Term of performance	18 weeks from entering into the Agreement
Place of performance	University of West Bohemia in Pilsen, Univerzitní 22, Pilsen
Site inspection	Will not be organised given the subject matter of the contract

4. Qualifications for tenderers in the tendering procedure

4.1. General principles

4.1.1 Proving qualifications and consequences of failure to meet qualifications

Pursuant to Section 50 (1) of the Public Procurement Act, a tenderer who is qualified to perform a public contract: (i) meets the basic qualification criteria under article 4.2; (ii) meets the professional qualification criteria under article 4.3; (iii) submits an affidavit pursuant to article 4.4; and (iv) meets the technical qualification criteria pursuant to article 4.5 of this tender dossier.

In accordance with the provisions of Section 52 of the Public Procurement Act, the tenderers are obliged to prove they have met the qualifications by the deadline for submitting bids.

4.1.2 Documented proof of meeting qualifications

Tenderers submit simple copies of documented proof that they meet the qualifications.

Tenderers submit the documents proving they meet qualifications in Czech (including foreign tenderers – for more information see item 4.1.5 of this tender dossier) or in English. All documents that are in a language other than Czech or English must be accompanied by an officially certified translation into Czech or English. This requirement does not apply for documents in Slovak. **Documents proving that the basic qualification criteria have been met and a statement of incorporation from the Commercial Register may not be over 90 days old as of the date the bids are submitted.**

If a representative is acting on behalf of the tenderer based on a power of attorney, the original of the power of attorney stating the scope of this authority must be submitted in the bid.

4.1.3 Proving qualifications with an excerpt from the list of approved economic operators

In proving they meet the qualification criteria, the tenderer is entitled to submit an extract from the list of approved economic operators under the conditions stated in the provisions of Section 127 of the Public Procurement Act. This extract replaces proof of meeting the qualification criteria in the scope of the information stated in the Public Procurement Act and the extract. For qualifications which go over and above the information stated in the list of approved economic operators extract, the tenderer is obliged to prove these qualifications in the manner stated in the qualifications section of this tender dossier. The extract from the list of approved economic operators **may not be over three (3) months old as of the last date on which qualifications must be proven.**

4.1.4 Proving qualifications with a certificate

In proving they meet the qualification criteria, the tenderer is entitled to submit a **valid** certificate issued in the certified economic operators system under the conditions stated in the provisions of Section 134 of the Public Procurement Act. This certificate replaces proof of meeting the relevant parts of the qualification according to the qualification criteria stated below. The tenderer is obliged to prove qualifications that go over and above the information stated in the certificate by presenting the appropriate documents to the Contracting Authority or in the manner stated in the qualifications section of this tender dossier.

4.1.5 Foreign tenderers

Foreign tenderers prove they meet the qualifications in accordance with the **legal code valid in their country of domicile**, place of business or residence in the scope required by the Public Procurement Act and public contracting authority. If a document which is required is **not issued** in accordance with the laws valid in the country of domicile, place of business or residence of the foreign tenderer, or if the obligation whose fulfilment is to be demonstrated in the qualifications is not stipulated in the country, the foreign tenderer will issue a written **declaration** of such facts. All documents must be enclosed in the original language with attached **officially certified translations** into Czech or English. This requirement does not apply for documents in Slovak.

For more information, see Chapter 4.2 of this tender dossier.

4.1.6 Other methods of proving qualifications

Under the conditions stated in the provisions of Section 51 (4) of the Public Procurement Act, the tenderer may prove they meet missing qualifications via a subcontractor. In such case the tenderer is obliged to submit the documents listed in Section 51 (4) of the Public Procurement Act to the Contracting Authority. If several tenderers submit a joint bid, these tenderers are required to meet the conditions and present the documents stated in Section 51 (5) of the Public Procurement Act in proving their qualifications.

4.2 Basic qualification criteria

Tenderers who prove they meet the conditions under Section 53 (1) (a) – (k) of the Public Procurement Act fulfil the basic qualification criteria.

The tenderer proves they meet the stated basic qualification criteria by submitting:

1. **A statement from the Criminal Register** to prove criteria pursuant to Section 53 (1) (a) and (b) of the Public Procurement Act; if the tenderer is a legal entity, they must submit a statement from the Criminal Register for the authorised representative/all statutory representatives as well as for the legal entity itself
2. **A confirmation from the relevant tax authority** to prove criteria pursuant to Section 53 (1) (f) of the Public Procurement Act
3. **A declaration relating to excise duties** to prove criteria pursuant to Section 53 (1) (f) of the Public Procurement Act
4. **A confirmation from the relevant authority or institution** to prove criteria pursuant to Section 53 (1) (h) of the Public Procurement Act
5. **A declaration** to prove criteria pursuant to Section 53 (1) (c), (d), (e), (g) and (i) – (k) of the Public Procurement Act. The tenderer uses the mandatory specimen for this declaration provided in Annex No. 2, “Declaration to prove basic qualification criteria” (this declaration also relates to the declarations under item 3 above). The declaration must be **dated and signed by the tenderer or persons authorised to act on behalf of the tenderer**

Documents proving basic qualification criteria for foreign tenderers:

Tenderers must meet the basic qualification criteria under the provisions in Section 53 (1) (a), (b), (f), (g) and (h) for both the Czech Republic and their country of domicile, place of business or residence. **Foreign tenderers are required to present documents proving that these basic qualification criteria have been met, and these documents must be issued for both the country of domicile, place of business or residence and the Czech Republic.**

Foreign tenderers are to present documents proving basic qualification criteria in regard to the Czech Republic in the following scope:

Qualification criterion	Method of proof
pursuant to Section 53 (1) (a) and (b) of the Public Procurement Act	Statement from the Criminal Register
	A statement from the Criminal Register may be obtained at the Criminal Register in Prague 4, Soudní 1, postal code: 140 66 http://portal.justice.cz/Justice2/Soud/soud.aspx?o=203&j=213&k=2027&d=9354
	<u>If the tenderer is a legal entity</u> , it must submit a statement from the Criminal Register for the authorised representative/all statutory representatives as well as for the legal entity itself;

pursuant to Section 53 (1) (c), (d) and (e) of the Public Procurement Act	<p>Declaration</p> <p>The mandatory specimen for declarations comprises Annex No. 2 of this tender dossier. The declaration must be dated and signed by the tenderer or a person authorised to act on behalf of the tenderer.</p>
pursuant to Section 53 (1) (f) of the Public Procurement Act	<p>Confirmation from the relevant tax authority</p> <p>Confirmation can be obtained at the Prague 1 Tax Authority based in Prague 1, Štěpánská 28, postal code: 112 33</p> <p>http://www.statnisprava.cz/rstsp/adresar.nsf/i/10486</p>
pursuant to Section 53 (1) (g) of the Public Procurement Act	<p>Declaration</p> <p>The mandatory specimen for declarations comprises Annex No. 2 of this tender dossier. The declaration must be dated and signed by the tenderer or a person authorised to act on behalf of the tenderer.</p>
pursuant to Section 53 (1) (h) of the Public Procurement Act	<p>Confirmation from the relevant local Czech Social Security Administration office</p> <p>Confirmation can be obtained at Prague Social Security Administration, local office for Prague 8, Trojská 1997/13a, postal code: 182 00</p> <p>http://www.cssz.cz/cz/kontakty/krajaska-a-okresni-pracoviste/praha/uzemni-pracoviste-praha-8.htm</p>
pursuant to Section 53 (1) (i) – (k) of the Public Procurement Act	<p>Declaration</p> <p>The mandatory specimen for declarations comprises Annex No. 2 of this tender dossier. The declaration must be dated and signed by the tenderer or a person authorised to act on behalf of the tenderer.</p>

Information about documents used in the Czech Republic to prove qualifications is available for foreign tenderers at the European Commission's website: <http://ec.europa.eu/market/ecertis/login.do>.

4.3 Professional qualification criteria

Professional qualification criteria are met by tenderers who submit:

- a) A statement of incorporation from the Commercial Register, if they are registered in it, or a statement from another similar record (register), if they are registered in it
- b) Proof of authorisation to conduct business in accordance with special regulations in the scope corresponding to the subject matter of the public contract, i.e. supplies of optical measuring equipment

4.4 Economic and financial capacity

Pursuant to Section 50 (1) (c) of the Public Procurement Act, to prove their qualifications, tenderers are obliged to present a declaration by the tenderer regarding its economic and financial capacity to perform the public contract.

The mandatory specimen for declarations comprises Annex No. 3 of this tender dossier. The declaration must be dated and signed by the tenderer or a person authorised to act on behalf of the tenderer.

4.5 Technical qualification criteria

Technical qualification criteria are met by tenderers who submit:

- a) **A description of the goods intended for supply** – the tenderer is obliged to provide a detailed technical description of the goods intended for supply. The tenderer will provide a colour photograph (such as a catalogue or brochure) of the offered Equipment with a detailed technical description of the goods which will show that all of the conditions listed in item 3 of this tender dossier are met.

5. Conditions

5.1 Business terms and conditions

The business terms and conditions that are not explicitly stated in the text of the tender dossier are set out in the binding draft Agreement that is included in this tender dossier as Annex No. 5. As a part of the draft Agreement, the tenderer is not authorised to amend or change the specimen Agreement except to add the relevant parameters which this tender dossier or the Agreement foresees must be added (information to be completed by the tenderer is marked [TO BE COMPLETED BY TENDERER]). **The draft Agreement must be signed by the tenderer or a person authorised to act on behalf of the tenderer. If the draft Agreement will not be duly signed by the tenderer, the tenderer's bid will be eliminated and the tenderer will be excluded from participating in the tendering procedure. If a representative is acting on behalf of the tenderer based on a power of attorney, the power of attorney stating the scope of this authority must be submitted in the bid.**

5.2 Payment and invoicing terms

Payment and invoicing terms are generally specified in this section of the tender dossier and in detail in the binding draft Agreement which comprises Annex No. 5 of this tender dossier.

The Contracting Authority will not provide any deposits to the tenderer.

Payments will be exclusively made in Czech crowns. Moreover, all price information will be stated in Czech crowns.

The price will not be changed depending on the value of the Czech crown exchange rate against foreign currencies or other factors impacting the exchange rate and currency stability, with the exception to potential changes in the tax code relating to VAT.

Invoice due dates and other payment and invoicing terms are established in the binding draft Agreement.

5.3 Method for formulating the bid price

The tenderer is required to state the total bid price broken down as follows: price in Czech crowns not inclusive of VAT, VAT rate in %, total VAT in Czech crowns and total price inclusive of VAT in Czech crowns.

The total bid price will be stipulated as the highest permissible price, including all fees and all additional costs associated with performing the public contract as described in the tender dossier.

The tenderer will state the bid price in Czech crowns (CZK).

The bid price must be stipulated as a firm price, and the calculation must be stated as a single amount, not a range of prices. At the same time, the bid price may not be stipulated as a percentage or other ratio or calculation of other amounts.

The bid price is one of the evaluation criteria for the bids submitted in this tendering procedure.

The tenderer completes information about the bid price to the Bid Cover Page, which comprises Annex No. 1 of this tender dossier, and to item 4.2 of the Agreement.

Information regarding the bid price on the "Bid Cover Page" and in the Agreement must be identical, otherwise the terms of this section of the tender dossier are not met and the bid will be excluded.

5.4 Conflict of interest

The tenderer must make a declaration proving there is no conflict of interest pursuant to the provisions in this tender dossier (including the relevant provisions of the Agreement).

The specimen for this declaration comprises Annex No. 6 of this tender dossier. The declaration must be **dated and signed by the tenderer or a person authorised to act on behalf of the tenderer. If a representative is acting on behalf of the tenderer based on a power of attorney, the power of attorney stating the scope of this authority must be submitted in the bid.**

5.5 Subcontracting

In the bid the tenderer is obliged to state which parts of the performance of the public contract it intends to contract out to subcontractors and state the identification data for each subcontractor. The subcontractor is not authorised to entrust the implementation of part of the public contract which it has been designated to perform to another subject, and the tenderer must contractually oblige the subcontractor to this.

The tenderer declares this information in the “Subcontractor Listing”, a binding specimen of which comprises Annex No. 7 of this tender dossier. The document must be **dated and signed by the tenderer or a person authorised to act on behalf of the tenderer. If a representative is acting on behalf of the tenderer based on a power of attorney, the power of attorney stating the scope of this authority must be submitted in the bid.**

5.6 Other terms of the tendering procedure

The Contracting Authority does not recognise the tenderer’s right to compensation for costs associated with participating in this tendering procedure, even if the tendering procedure is cancelled in accordance with the provisions of the Public Procurement Act. **All costs or expenses the tenderer incurs in association with implementing the public contract are already included in the bid price.** At the same time, the Contracting Authority will not demand compensation for costs to implement this tendering procedure from the tenderer, whether in the form of compensation of actually incurred costs or in the form of fees for the tenderer to participate in this tendering procedure.

Pursuant to the provisions of Section 68 (3) of the Public Procurement Act, the tenderer’s bid must also include:

- a) **A list of the authorised representatives or members of authorised representatives who have been employed, held a post or been in a similar relationship at the Contracting Authority in the three years previous to the deadline for submitting bids**
- b) **If the economic operator is a public or joint-stock company, a list of shareholders who own shares with a total face value exceeding 10% of the registered capital, prepared at the time the bid is submitted**
- c) **The tenderer’s declaration that it has not and will not enter into an illicit agreement pursuant to the special regulation (Act No. 143/2001 Coll., on the protection of economic competition and changes to certain laws, as subsequently amended) in connection with the published public contract.**

The specimen for proving the facts pursuant to Section 68 (3) of the Public Procurement Act comprises Annex No. 8 of this tender dossier. The document must be dated and signed by the tenderer or a person authorised to act on behalf of the tenderer. If a representative is acting on behalf of the tenderer based on a power of attorney, the power of attorney stating the scope of this authority must be submitted in the bid.

6. Method for formulating the bid

The tenderer's bid must be formulated in writing, with one original plus one hard copy and one copy in electronic form as a scanned PDF file saved to a compact disc. The draft Agreement will also be submitted as a DOC or compatible file. If there are discrepancies between the written and electronic bids, the information provided in the written (hard copy) bid shall apply.

The bid must be formulated in Czech or English. All communication with the Contracting Authority will be conducted in Czech or English.

In the interest of clarity and organisation, the Contracting Authority recommends that each bid submitted by the tenderer be formulated in the structure set out below and in accordance with the requirements stated below:

No.	Document	Specimen
1.	Bid Cover Page	Annex No. 1
2.	Documents proving fulfilment of the basic qualification criteria	Annex No. 2
3.	Documents proving fulfilment of the professional qualification criteria	-
4.	Documents proving fulfilment of the economic qualification criteria	Annex No. 3
5.	Documents proving fulfilment of the technical qualification criteria	-
6.	Declaration on the tenderer's bid	Annex No. 4
7.	Draft Agreement	Annex No. 5
8.	Declaration on the non-existence of a conflict of interest	Annex No. 6
9.	Subcontractor Listing	Annex No. 7
10.	Documents pursuant to the provisions in Section 68 (3) of the Public Procurement Act	Annex No. 8
11.	Additional documents, including but not limited to documents authorising other persons to act on behalf of the tenderer	-
12.	Compact disc with the tenderer's complete scanned bid	-

All of these documents, including the annexes and cover pages bearing the names of the documents, will be numbered in uninterrupted ascending numerical order starting with the number 1.

All of these documents forming a single copy of the bid will be securely bound to ensure that pages will not be mixed up or other changes made to this part of the bid in the course of handling the document. This applies for both the original and the copy of the bid.

The contents of the data storage device (compact disc pursuant to item 12) must be identical to the hard copy of the bid.

6.1 Deadline and location for submitting a bid

The period for submitting bids starts to elapse on the date following the day the tendering procedure commences **and ends 15th July 2013 at 10:00 a.m.**

The **office of the Representative of the Contracting Authority** has been designated as the location for receiving bids for the tendering procedure (see Art. 1. of this tender dossier).

The bid may be submitted **in person**, on working days always from 9:00 a.m. till 4:00 p.m. and from 9:00 till 10:00 a.m. on the last day of the term for submitting bids, i.e.. **15th July 2013**, or via **post** as registered mail so that the bid is delivered to the Representative of the Contracting Authority no later than by 10:00 a.m. of the last day of the term for submitting bids.

The moment the bid is received by the Representative of the Contracting Authority is always determinative for the delivery of the bid!

For bids delivered by post, the determinative time is the delivery of the bid to the Representative of the Contracting Authority, not the date the bid was submitted to the postal service.

The envelope containing the bid will be marked as follows:

Corporate name or name, legal form, registration number / birth ID no.
Tenderer's registered office / residence
Postal code Municipality / City

**NEOTEVÍRAT PŘED TERMÍNEM OTEVÍRÁNÍ OBÁLEK!
DO NOT OPEN BEFORE THE TIME SCHEDULED FOR OPENING ENVELOPES!
“Optické měřicího zařízení – Optical measuring equipment”
(Contracting Authority: ZČU – University of West Bohemia)**

**Law Firm
Advokátní kancelář Volopich, Tomšíček & spol.**

**Vlastina 23
323 18 Plzeň, Czech Republic**

It was determined that the bids that are being submitted to the Tender will be delivered to the registered office of the Representative of the Contracting Authority (see art. 1 herein).

6.2 Bid validity period

The bid validity period starts to elapse the moment the period for submitting bids ends, and pursuant to Section 43 (2) of the Public Procurement Act is set at **180 days**.

6.3 Security

The Contracting Authority does not require that a security be provided to secure the performance of duties resulting from the economic operator's participation in the tendering procedure.

6.4 Opening the envelopes

At 12:00 p.m. on 15th July 2013 the envelopes containing the bids will be opened in meeting room no. R007 at the Contracting Authority's registered office (Univerzitní 8, Pilsen).

In accordance with Section 71 (8), tenderers whose bids were delivered within the period for submitting bids and additional persons designated by the Contracting Authority may attend the opening of the envelopes. For organisational reasons, just one person may attend on behalf of each tenderer. The tenderer's representative proves their identity by showing the power of attorney issued by the tenderer and

their personal identification card; a member of the tenderer's authorised representative proves their identity by showing a statement of incorporation from the Commercial Register and personal identification card. The tenderer or representative's attendance will be confirmed by the tenderer or representative signing the list of tenderers present for the opening of the envelopes.

7. Evaluation of the bids, notification of the selection of the best bid

7.1 Evaluation criteria and the method for evaluating the bids

After completing the review of the bids, the evaluation committee will evaluate the bids in accordance with the evaluation criteria and process stated below.

The basic evaluation criterion for the public commission is the economic advantageousness of the bid in accordance with the provisions of Section 78 (1) (a).

Partial evaluation criteria are:

Evaluation criterion	Weighting in %
a) Bid price	60
b) Advanced technical level of the Equipment	40

The tenderer completes all of the required data that are the subject of the evaluation in the document marked as the Bid Cover Page contained in Annex No. 1 of the tender dossier.

re a) Bid price

The bid with the lowest bid price of all the evaluated bids will be assessed 100 points, and each bid with a higher bid price will be assessed points corresponding to the following formula:

$$\frac{\text{Amount of the lowest bid price of all bids} \times 100}{\text{Amount of the evaluated bid price}}$$

The number of points obtained in this manner will be multiplied by a coefficient of 0.6 (the weighting of the evaluation criteria) and subsequently rounded to two decimal places.

Re b) Advanced technical level of the Equipment

In this evaluation criterion, the subcriteria listed below will be evaluated:

Name of the subcriterion	Weighting in %
Minimum value of the radius of curvature of the edge	10
Minimum value of vertical resolution	10
360° scanning of the surface in one uninterrupted step	15
Ability to use a colour spectrum to compare at least two models	5

Minimum value of the radius of curvature of the edge

In this subcriterion, the radius of curvature of the edge will be evaluated. The bid with the lowest value of all evaluated offers will be assessed 100 points and each bid with a higher value will be assessed points corresponding to the formula

$$\frac{\text{Amount of the lowest radius of curvature of the edge} \times 100}{\text{Evaluated value of the radius of curvature of the edge}}$$

The number of points obtained in this manner will be multiplied by a coefficient of 0.1 and subsequently rounded to two decimal places.

Minimum value of vertical resolution

In this subcriterion, the minimum vertical resolution will be evaluated. The bid with the lowest value of all evaluated offers will be assessed 100 points and each bid with a higher value will be assessed points corresponding to the formula

$$\frac{\text{Lowest resolution value} \times 100}{\text{Evaluated resolution values}}$$

The number of points obtained in this manner will be multiplied by a coefficient of 0.1 and subsequently rounded to two decimal places.

360° scanning of the surface in one uninterrupted step

This subcriterion evaluates the function for 360° scanning of the surface in one step, i.e. a complete 3D model will be created from one measurement. Equipment that automatically allows this function obtains 15 points. Equipment that does not automatically allow this function obtains 0 points.

Ability to use a colour spectrum to compare at least two models

This subcriterion evaluates the ability to compare divergences in shape between at least two models by using a colour spectrum. Equipment that automatically allows this function obtains 5 points. Equipment that does not automatically allow this function obtains 0 points.

Values obtained by the tenderer in individual subcriteria will then be added together to provide the data on the partial criterion regarding the Advanced technical level of the Equipment.

The sum of the points obtained from both partial criteria will provide the total number of points for each tenderer. The bid with the highest number of points obtained will be evaluated as the most favourable bid.

7.2. Contracting Authority's reserved rights

The Contracting Authority reserves the right to verify the accuracy of the data declared by the tenderer.

22 -05- 2013

Pilsen, date:



.....
Doc. PaedDr. Ilona Mauritzová, Ph.D.
Chancellor

University of West Bohemia in Pilsen

Bid Cover Page

for the public contract:

Supply of measuring equipment

BASIC INFORMATION:

Contracting Authority: University of West Bohemia in Pilsen
Registration no: 49777513
Registered office address: Univerzitní 8, 306 14 Pilsen
Persons authorised to act on behalf of the contracting authority: Doc. PaedDr. Ilona Mauritzová, Ph.D., Chancellor

Tenderer: [TO BE COMPLETED BY TENDERER]
Address: [TO BE COMPLETED BY TENDERER]
Registration no.: [TO BE COMPLETED BY TENDERER]
Tax (VAT) number: [TO BE COMPLETED BY TENDERER]
Person authorised to act on behalf of or in the capacity of the tenderer: [TO BE COMPLETED BY TENDERER]
Bank information: [TO BE COMPLETED BY TENDERER]
Persons with power of attorney to be representatives: [TO BE COMPLETED BY TENDERER]
Telephone/fax numbers: [TO BE COMPLETED BY TENDERER]
Email: [TO BE COMPLETED BY TENDERER]

BID PRICE

	Price in CZK not incl. VAT	VAT (%)	VAT (CZK)	Price in CZK incl. VAT
Optical measuring instrument	[TO BE COMPLETED BY TENDERER]	[TO BE COMPLETED BY TENDERER]	[TO BE COMPLETED BY TENDERER]	[TO BE COMPLETED BY TENDERER]

ADVANCED TECHNICAL LEVEL OF THE EQUIPMENT

Value of the radius of curvature of the edge [µm]	Value of vertical resolution [nm]	360° scanning of the surface in one uninterrupted step YES/NO	Ability to use a colour spectrum to compare at least two models YES/NO
[TO BE COMPLETED BY TENDERER]	[TO BE COMPLETED BY TENDERER]	[TO BE COMPLETED BY TENDERER]	[TO BE COMPLETED BY TENDERER]

Date: [TO BE COMPLETED BY TENDERER]

.....
[TO BE COMPLETED BY TENDERER – corporate
name and person authorised to act on behalf of the
tenderer]

Declaration
to prove basic qualification criteria
for the public contract:
Supply of measuring equipment

Tenderer: [TO BE COMPLETED BY TENDERER]
Address: [TO BE COMPLETED BY TENDERER]
Registration no.: [TO BE COMPLETED BY TENDERER]
VAT no.: [TO BE COMPLETED BY TENDERER]

I hereby solemnly declare that:

- Under Section 53 (1) (c) of the act - In the past three years, the economic operator has not accomplished elements of unfair competition practices in the form of bribery pursuant to Section 49 of the Commercial Code
- Under Section 53 (1) (d) of the act - In the past three years it has not been subject to insolvency proceedings involving its assets in which the declaration of bankruptcy has been issued or an insolvency petition has not been rejected due to lack of assets to cover the costs of insolvency proceedings, or the declaration of bankruptcy has not been revoked because of insufficient property or in respect of which receivership has been imposed on under special regulations
- Under Section 53 (1) (e) of the act - The economic operator is not being wound up
- Under Section 53 (1) (f) of the act - The economic operator has no outstanding tax arrears registered in tax records in regards to **excise tax** both in the Czech Republic and in the country of domicile, place of business or residence
- Under Section 53 (1) (g) of the act - The economic operator has no outstanding arrears in respect to payments of public health insurance premiums and penalties both in the Czech Republic and in the economic operator's country of domicile, place of business or residence
- Under Section 53 (1) (i) of the act - In the past three years, the economic operator has not been legally disciplined and has not been imposed a disciplinary punishment under special regulations, where demonstration of professional qualifications under special regulations is required pursuant to § 54 (d). The same applies for the authorised representative and other persons accountable for the economic operator's activities
- Under Section 53 (1) (j) of the act - The economic operator is not on the list of persons banned from performing public contracts
- Under Section 53 (1) (k) of the act - In the past three years a fine has not been imposed against the economic operator for allowing the performance of illegal work in accordance with the special regulation.

Date: [TO BE COMPLETED BY TENDERER]

.....

[TO BE COMPLETED BY TENDERER –
corporate name and person authorised to act on
behalf of the tenderer]

Declaration on economic and financial capacity

for the public contract:

Supply of measuring equipment

1. Tenderer's identification:

Name / corporate name: [TO BE COMPLETED BY TENDERER]

Place of business/registered office: [TO BE COMPLETED BY TENDERER]

Registration no.: [TO BE COMPLETED BY TENDERER]

2. Declaration:

The tenderer hereby declares that pursuant to the provisions of Section 50 (1) (c) of Act No. 137/2006 Coll., on public procurement, as subsequently amended, it has the economic and financial capacity to fulfil the above public contract.

3. Signature of the tenderer / person authorised to act on behalf of or in the capacity of the tenderer:

Date: [TO BE COMPLETED BY TENDERER]

.....
[TO BE COMPLETED BY TENDERER –
corporate name and person authorised to act on
behalf of the tenderer]

Declaration on the tenderer’s bid

for the public contract:
Supply of measuring equipment

1. Tenderer’s identification:

Name / corporate name: [TO BE COMPLETED BY TENDERER]
Place of business/registered office: [TO BE COMPLETED BY TENDERER]
Registration no.: [TO BE COMPLETED BY TENDERER]

2. Declaration:

The tenderer hereby declares that:

- a) It has become fully acquainted with the terms of the tendering procedure, all documents and other facts significant for this tendering procedure
- b) The information, declarations and other facts states in the bid are truthful and complete
- c) Before submitting the bid, it had any disputable provisions or ambiguities clarified
- d) It agrees with and respects the terms of the tendering procedure
- e) The tenderer, a person close to the tenderer, the tenderer’s employee or subcontractor, a person close to the subcontractor or the subcontractor’s employee have not taken part in formulating the tender dossier
- f) The tenderer has not formulated the bid in cooperation with another economic operator that submitted a bid

3. Signature of the tenderer / person authorised to act on behalf of or in the capacity of the tenderer:

Date: [TO BE COMPLETED BY TENDERER]

.....
[TO BE COMPLETED BY TENDERER –
corporate name and person authorised to act on
behalf of the tenderer]

Binding draft purchase agreement

PURCHASE AGREEMENT

(the "Agreement")

*entered into pursuant to the provisions of Section 409 et seq. of Act No. 513/1991 Coll.,
Civil Code, as subsequently amended*

I.

Contracting Parties

1.1. Purchaser: University of West Bohemia in Pilsen

Registered office: Univerzitní 8, 306 14 Pilsen
Represented by: Doc. PaedDr. Ilona Mauritzová, Ph.D., Chancellor
Bank information: Komerční banka a.s., Plzeň-město
Account number: 4811530257/0100
Registration no.: 49777513
Tax (VAT) number: CZ49777513
(the "Purchaser");

and

1.2. Seller: [TO BE COMPLETED BY TENDERER]

Registered office: [TO BE COMPLETED BY TENDERER]
Acting through/represented by: [TO BE COMPLETED BY TENDERER]
Bank information: [TO BE COMPLETED BY TENDERER]
Account number: [TO BE COMPLETED BY TENDERER]
Registration no.: [TO BE COMPLETED BY TENDERER]
Tax (VAT) number: [TO BE COMPLETED BY TENDERER]
Registered in the Commercial Register maintained by the [TO BE
COMPLETED BY TENDERER], section [TO BE COMPLETED BY
TENDERER], file [TO BE COMPLETED BY TENDERER]
(the "Seller")

(collectively also the "Contracting Parties")

based on the results of a tendering procedure to perform a public contract entitled
"Optical measuring equipment" hereby enter into an agreement with the following
wording:

II.

Subject Matter of the Agreement

- 2.1. In the scope and under the terms set out in this Agreement, the Seller undertakes to supply to the Purchaser a new, fully functional and complete optical measuring instrument to measure and evaluate the condition of a surface, including the appropriate and adequate software for at least one computer which is also included in the supply, an operating system and a licence for the software and accessories (the "**goods**"), and transfer the title to these goods to the Purchaser. The precise specifications of the goods is provided in **Annex No. 1** to this Agreement, which forms an integral part of the Agreement.
- 2.2. The Seller's commitment to supply goods to the Seller also includes transportation of the goods to the place of performance under Art. III of this Agreement (including any transportation insurance of the goods), installation and commissioning of the goods and the obligation to demonstrate to the Purchaser all the required functions and parameters of the goods defined in Annex No. 1 to this Agreement. If the Seller does not properly demonstrate all the required functions and parameters of the goods defined in Annex No. 1, the Purchaser is entitled to not take delivery of the goods.
- 2.3. At the place of performance and in the period stated in item 3.2., the Seller is also obliged to provide training to the members operating the goods at the place of performance. This training encompasses eight (8) hours for each member of the operating team for three (3) members operating the goods. The contents of the training will be mastering the operation of the goods, all parts of the supply of goods and the full software.
- 2.4. The Purchaser undertakes to take receipt of and pay the Purchaser the agreed purchase price for the goods delivered by the Seller under the conditions set out in item 2.2. and 2.3. of this Agreement, and shall do so in the banner and date set out in this Agreement.

III.

Term and place of performance, use of software

- 3.1. The Seller undertakes that it will supply the goods to the Purchaser and meet its obligations under items 2.1. and 2.2. of this Agreement **no later than within eighteen (18) weeks of entering into this Agreement**. If the Seller is delayed meeting its obligations stated in the previous sentence, the Purchaser is entitled to demand the Seller pay a contractual penalty amounting to 0.25% of the total purchase price for each full and commenced day of delay. This does not impact the Purchaser's right to damages.
- 3.2. The Seller is obliged to provide training to the Purchaser's members operating the goods under item 2.3 no more than within two (2) weeks of delivering the goods.
- 3.3. The handover certificate will be drawn up after the goods are properly handed over and commissioned and the obligations stated in points 2.1., 2.2. and 2.3. of this Agreement have been duly met. The handover certificate will be drawn up by both Contracting Parties.
- 3.4. The place of performance is located at the address of the University of West Bohemia in Pilsen, Univerzitní 22, Pilsen, and, if suitable or necessary, also at another location as instructed by the Purchaser.
- 3.5. Based on this Agreement, from the date the goods are handed over the Seller commits to provide the Purchaser with the right to use the software for the computer which will cover the proper and adequate use of the goods. The right to

use the software, the licence, is provided as unlimited by time or geographical location, the price is included in the purchase price of the goods, is transferable with the right to the sublicense and is transferable without the consent of the Seller. The Purchaser is not obliged to use the license.

- 3.6.** The Seller hereby declares that it is authorised to provide the licence to the Purchaser without any restrictions from third parties. The software in question is not encumbered by any third-party rights pursuant to Act No. 121/2000 Coll., on Copyright, as subsequently amended, or other regulations. The Seller agrees and is aware that if anyone restricts the Purchaser's rights in connection with the licence provided and prevents it from duly exercising its rights, the Seller is obliged to prevent such action at its own cost and pay damages to the Purchaser.
- 3.7.** If the declaration made by the Seller in item 3.6. proves to be untrue or if the licence will be, contrary to the Seller's declaration, invalid or provided in an insufficient extent, the Purchaser is entitled to demand the Seller pay a contractual penalty of CZK 100.000,-- This does not impact the Purchaser's right to damages. In such case, the Purchaser is also entitled to invite the Seller to subsequently supply the licence in the necessary extent. If this obligation is not met by the Seller within 30 calendar days of the Seller's receipt of the invitation, the Purchaser has the right to rescind the Agreement.

IV.

Price and terms of payment

- 4.1.** The purchase price of the goods is determined by agreement of the Contracting Parties and results from the Seller's price bid calculated in the tendering procedure for the object of the Agreement.
- 4.2.** The Purchaser undertakes to pay the Seller for the supply of goods the agreed **purchase price in the amount of CZK [TO BE COMPLETED BY TENDERER] not inclusive of VAT** (words: **[TO BE COMPLETED BY TENDERER]** Czech crowns),
VAT totals **[TO BE COMPLETED BY TENDERER]**%, VAT totals CZK **[TO BE COMPLETED BY TENDERER]** (words: **[TO BE COMPLETED BY TENDERER]** Czech crowns),
the purchase price inclusive of VAT totals CZK [TO BE COMPLETED BY TENDERER] (words: [TO BE COMPLETED BY TENDERER] Czech crowns).
- 4.3.** The purchase price is agreed to be the highest allowable price and includes all fees and all additional costs associated with delivering the goods under this Agreement. The price includes transportation, including any insurance, installation, commissioning of the goods, transfer of the goods, demonstrating all the required functions and parameters of the goods defined in Annex No. 1 to this Agreement, and training the Purchaser's members operating the goods in the extent agreed in items 2.3. and 3.2. of this Agreement. The purchase price also includes costs for administrative fees, taxes, duties, approval procedures, carrying out required testing, obtaining a declaration of conformity, certificates and certifications, transferring rights, insurance, transportation costs, etc.
- 4.4.** The Purchaser does not provide a deposit towards payment of the purchase price.
- 4.5.** The purchase price may be exceeded only in connection with changes to the tax code relating to VAT.
- 4.6.** The purchase price will be paid by the Purchaser in Czech crowns based on a tax document - invoice. The purchase price for the supply of goods under this

agreement will be invoiced by the Seller within 20 days from the date training is provided according to items 2.3 and 3.2 of this Agreement. A written record of the provision of training will be made by both Contracting Parties.

- 4.7.** Copies of the Handover Certificate signed by both Contracting Parties and the record of the provision of training must be attached to the invoice.
- 4.8.** The tax document – invoice must contain all of the particulars for a proper accounting and tax document pursuant to the relevant regulations, including but not limited to Act No. 235/2004 Coll., on Value Added Tax, as subsequently amended. If the invoice will not have the appropriate particulars, the Purchaser is entitled to return it within the payment period to the Seller to be completed without being in arrears. The payment period starts to elapse again from the date the duly completed or corrected invoice is delivered to the Purchaser.
- 4.9.** The invoice is payable in 30 days from the date it is demonstrably delivered to the Purchaser.
- 4.10.** If the Purchaser is in arrears paying the invoice, the Seller is entitled to charge the Purchaser interest for delayed payment amounting to 0.05% of the amount due for each full and commenced day of delay paying the invoice.
- 4.11.** The Purchaser is entitled to offset any contractual penalty that the Seller is obliged to pay against the amount invoiced.

V.

Rights and Obligations of the Contracting Parties

- 5.1.** The Seller is obliged to deliver the goods in the agreed quantity, quality and design. All goods supplied by the Seller to the Purchaser in respect to this Agreement must meet the qualitative requirements in this Agreement.
- 5.2.** The Seller is obliged to deliver to the Purchaser goods which are defect-free and in accordance with the terms set out in this Agreement. The earliest the handover certificate may be signed is at the moment when the delivery of goods by the Seller is fully completed, including related performance and services agreed to in this Agreement. If the goods show any defects, the Purchaser is entitled to refuse to take delivery of the goods.
- 5.3.** The Seller is obliged to deliver to the Purchaser complete technical and other documents necessary for the use of the goods together with the goods, including operating instructions in Czech or English in both written and electronic form.
- 5.4.** The Purchaser receives the title to the goods on the date the goods are duly handed over and received from the Seller based on the signature of the handover certificate. At the same moment, the risk of damage to the object is carried over to the Purchaser.
- 5.5.** The Seller is obliged to immediately inform the Purchaser of any impediment to the term of performance and of all facts which may render delivery of the goods impossible.
- 5.6.** For the entire duration of the Agreement, the Seller is obliged to have the qualifications it proved to have in the tendering procedure which preceded this Agreement. If this provision is breached, the Purchaser has the right to rescind the Agreement.
- 5.7.** The Seller is not entitled to cede any rights or obligations from this Agreement to a third party without the Purchaser's previous written consent.

- 5.8.** The Seller agrees that it may not undertake unilateral legal action to cede or offset any of its claims held against the Purchaser which arise based on this Agreement.
- 5.9.** The Seller is accountable to the Purchaser for damage caused by breaching the obligations under this Agreement or obligations set out in a generally binding regulation.
- 5.10.** The Contracting Parties have agreed and the Seller has designated that the person entitled to act on behalf of the Seller in matters relating to this Agreement and the implementation thereof is:

Name: [TO BE COMPLETED BY TENDERER]

email: [TO BE COMPLETED BY TENDERER]

Tel: [TO BE COMPLETED BY TENDERER]

The Seller recognises that notifications regarding the need to perform warranty service under item 6.2. of this Agreement will be directed to this contact person. If this person changes, the Purchaser must be immediately informed in writing. The change is effective upon delivery of this written notification to the Purchaser.

- 5.11.** The Contracting Parties have agreed and the Purchaser has designated that the person entitled to act on behalf of the Purchaser in matters relating to this Agreement and the implementation thereof are:

Name: Ing. Jan Matějka

Email: jmatejka@kto.zcu.cz

Tel: +420 377 632 203, +420 774 581 721

- 5.12.** All correspondence, instructions, notifications, requests, records and other documents created based on or associated with this Agreement between the Contracting Parties will be formulated in writing in Czech or English and will be delivered wither in person or via registered mail, fax or email to the attention of and the delivery address of the authorised persons under this Agreement.
- 5.13.** The Seller is not authorised to change the subcontractor it listed in its bid in the public contract that preceded this Agreement without the Purchaser's prior consent. The Purchaser commits to provide its statement to the Seller within ten calendar days from the date the Seller's request is delivered. Together with the request, the Seller is obliged to also deliver to the Purchaser (i) a description of the proposed subcontractor's activities and (ii) documents proving the proposed subcontractor's qualifications corresponding to the activities of the proposed subcontractor. The Purchaser is entitled to refuse to grant consent if the proposed new subcontractor does not have the necessary qualifications to perform the activity designated by the Seller. Breach of the obligation to obtain the Purchaser's consent to change the subcontractor represents a significant violation of this Agreement.
- 5.14.** If the subcontractor does not meet (no longer meets) the basic qualification criteria under the applicable public procurement act or no longer has sufficient professional qualifications to perform a designated part of the subject matter of the Agreement, the Purchaser is entitled to demand the Seller immediately

change the subcontractor. The Seller is obliged to comply with this demand within twenty (20) days of receiving the Purchaser's written demand. If the Seller does not end the unsuitable subcontractor's activity in performing the subject matter of the Agreement within a period of twenty (20) days from the date of delivery of the Purchaser's written demand and if another adequate subcontractor will not be approved, the Purchaser is entitled to rescind the contract due to a significant violation of the Agreement.

- 5.15.** By entering into the Agreement, the Seller is aware that its subcontractor is not authorised to entrust the implementation of part of the public contract which it has been designated to perform under this Agreement to another subject, and the Seller must contractually oblige the subcontractor to this.
- 5.16.** The Seller is obliged to uphold all obligations contained in its bid for the public contract that preceded this Agreement. The Seller is aware and agrees that this Agreement will be published on the Purchaser's profile pursuant to the provisions in Section 147a of the Public Procurement Act. Likewise, the amount of the truly paid price for performing the subject matter of this Agreement will be published. These will be published by the deadlines and in the manners stated in the provisions of Section 147a of the Public Procurement Act.
- 5.17.** The Seller undertakes that it will submit to the Purchaser a list of subcontractors taking part in performing this Agreement, whom the Seller has paid more than 10% of the total purchase price under this Agreement or the amount of the price of performing the subject matter of this Agreement paid by the Purchaser in one calendar year if the performance of this Agreement exceeds one year. The Seller is obliged to submit this list to the Purchaser within 60 days of the date this Agreement is performed or by 28 February of the following calendar year if the performance of the Agreement exceeds one year. If the Seller's subcontractor has the form of a public company or joint-stock company, the Seller is also required to submit a list of shareholders who own shares with a total face value exceeding 10% of the registered capital; the list will be drawn up within 90 days before the date the list of subcontractors under this item of the Agreement is submitted. The Seller is aware and agrees that the Purchaser will publish the information under this item of the Agreement on its profile. If the Seller breaches any obligation resulting from this item of the Agreement, it is obliged to pay the Purchaser a contractual penalty of CZK 12.000,-- for each breach of the obligations provided. This does not impact the Purchaser's right to full payment of damages. The Seller is obliged to pay the contractual penalty within 14 days from the date the bill from the Purchaser is delivered.

VI.

Warranty on goods

- 6.1.** The Seller assumes the warranty for the quality of the goods for a period of twelve (12) months. The warranty period starts to elapse on the date the goods are delivered to the Purchaser, i.e. the date the handover certificate is signed.
- 6.2.** The Purchaser is obliged to report warranty defects to the Seller immediately after they are found. The Seller performs warranty repairs free of charge and without delay with regard to the type of defect to the goods, but within no more than 21 calendar days unless agreed to otherwise in writing or unless a situation described in item 6.7. of this Agreement occurs. If the stated (or otherwise agreed) deadlines for performing warranty repairs are not met, the Purchaser is entitled to demand the Seller pay a contractual penalty amounting to 0.1% of the total contract price for each full and commenced day the fulfilment of this obligation is

delayed. This does not impact the Purchaser's right to receive damages in full. The total amount of the contractual penalty is not limited.

- 6.3.** The Seller is obliged to remove claimed defects or satisfy the Purchaser's claim stemming from defective performance in the warranty period by starting to remove the defect within no more than 48 hours of the Purchaser reporting the defect to the Seller by phone or in writing. In this connection, the Seller recognises that it may start to remove the defect on working days in the period from 8:00 a.m. till 4:00 p.m. Starting to perform servicing is understood to mean the arrival of the Seller's authorised representative at the Purchaser's registered office to remove the reported defect to the supplied goods. If the end of the period to start removing defects listed above occurs at a time outside the interval stated above and unless the Contracting Parties agree otherwise, the Seller is obliged to start removing the reported defect at the closest possible time. If the defect appears while the warranty period is running, the warranty period is extended by the period from the Purchaser's report of the defect to the Seller till the removal of the defect by the Seller.
- 6.4.** If the Seller is delayed starting to remove the defects reported by the Purchaser under article 6.3. of this Agreement, the Seller undertakes to pay the Purchaser a contractual penalty amounting to 0.1% of the total contract price for each full and commenced day of delay. This does not impact the Purchaser's right to damages. The total amount of the contractual penalty is not limited.
- 6.5.** Warranty claims may be made up until the last day of the warranty period. Claims sent on the last day of the warranty period are considered to be made in time.
- 6.6.** The warranty does not apply for defects caused by the Purchaser's unprofessional handling or mechanical damage to the instrument or for regular wear and tear of the goods or parts thereof.
- 6.7.** For the purposes of removing the claimed defects, the Seller undertakes to provide servicing for the supplied goods in the Czech Republic at least for the entire duration of the warranty period. If it is necessary to send the instrument to the producer to remove the defects, the Seller is obliged to comply with a deadline of no more than 90 days (one day is considered 24 consecutive hours) to repair the instrument, calculated from the Purchaser's written or telephone report of the defect to the purchaser, unless agreed to otherwise in writing.
- 6.8.** If the stated (or otherwise agreed) deadlines in article 6.7 are not met, the Purchaser is entitled to demand the Seller pay a contractual penalty amounting to 0.2% of the total purchase price for each full and commenced day the fulfilment of this obligation is delayed. This does not impact the Purchaser's right to receive damages in full. The total amount of the contractual penalty is not limited.

VII.

Force and effectiveness of the Agreement

- 7.1.** This agreement enters into force and becomes effective on the date it is signed by the authorised representatives of both Contracting Parties.
- 7.2.** The Agreement may be rescinded only for the reasons set out in the Agreement or by law.
- 7.3.** The Contracting Party affected by a breach of obligations may unilaterally rescind the Agreement due to a significant violation of this Agreement. Especially the following are considered significant violations of this Agreement:

- a) By the Purchaser, non-payment of the purchase price under this Agreement in a period exceeding 60 days past the invoice due date
- b) By the Seller, if even a part of the goods will not be duly delivered by the agreed deadline
- c) By the Seller, if the goods will not have the properties declared by the Seller in this Agreement
- d) By the Seller, if the Seller is delayed starting to remove defects pursuant to article 6.3. of this Agreement for a period exceeding 48 hours
- e) By the Seller, if it stated information or provided documents that do not correspond to reality in its bid in the public contract preceding this Agreement and these had or could have had an impact on the result of the tendering procedure

7.4. All of the Contracting Parties' obligations resulting from the agreement cease when the agreement ceases to be in effect. The cessation of the effect or termination of the Agreement does not terminate rights to receive damages and payment for contractual payments agreed to if contractual obligations are breached before the cessation of the effect of the Agreement, and for those obligations of the Contracting Parties which, according to the Agreement or give their nature, should continue to exist or which are designated by law.

VIII. Closing Provisions

- 8.1.** Relations between the parties are governed by Czech law. For matters not explicitly treated in the Agreement, the legal relationships arising and resulting from these are governed by the corresponding provisions of Act No. 513/1991 Coll., Commercial Code, and other generally binding regulations.
- 8.2.** All changes and additions to the Agreement may be made solely based on a written agreement between the Contracting Parties with respect to the provisions of Section 82 (7) of the Public Procurement Act. Such agreements must take the form of annexes to the Agreement which are dated, numbered and signed by both Contracting Parties.
- 8.3.** If facts preventing the due performance of this Agreement arise for either of the parties, the party is obliged to immediately notify the other party without undue delay and call a meeting of the representatives of the Purchaser and Seller.
- 8.4.** If a reason for non-validity relates just to some provision in the Agreement, only that provision is invalid unless its nature, content or circumstances under which it was agreed suggests it may be separated out from the other content of the Agreement.
- 8.5.** The Contracting Parties will always strive to settle any disputes arising from the Agreement amicably. Any disputes arising from this Agreement will be resolved in accordance with the valid legislation of the authorities of the Czech Republic with material and territorial jurisdiction. Pursuant to the provisions of Section 89a of Act No. 99/1963 Coll., Civil Procedure Code, the Contracting Parties agree that for disputes arising from or associated with this Agreement, the District Court for Pilsen – City and, if need be, the Regional Court in Pilsen have territorial jurisdiction.
- 8.6.** The Agreement is executed in four (4) duplicates, with each having the force of an original. The Contracting Parties each receive two (2) counterparts.

8.7. The following annexes are an integral part of this Agreement:

Annex No. 1 – Detailed technical specifications of the goods

8.8. The Contracting Parties declare that before signing, they have read the Agreement and agree with its contents without reservation. The Agreement is an expression of their genuine, true, free and solemn will. To attest to the genuineness and accuracy of these statements, the authorised representatives of the Contracting Parties hereby affix their signatures..

Pilsen, date:
date: [TO BE COMPLETED BY TENDERER]

In [TO BE COMPLETED BY TENDERER],

On behalf of the Purchaser:
University of West Bohemia in Pilsen

On behalf of the Seller:
[TO BE COMPLETED BY TENDERER]

.....
Doc. PaedDr. Ilona Mauritzová, Ph.D.
Chancellor

.....
[TO BE COMPLETED BY TENDERER]
[TO BE COMPLETED BY TENDERER]

Annex No. 1 – Detailed technical specifications of the goods

The tenderer states the exact name of the goods and their technical specifications, including a description of the software and accessories

Declaration on the non-existence of a conflict of interest

for the public contract:

Supply of measuring equipment

1. Tenderer's identification:

Name / corporate name: [TO BE COMPLETED BY TENDERER]

Place of business/registered office: [TO BE COMPLETED BY TENDERER]

Registration no.: [TO BE COMPLETED BY TENDERER]

2. Declaration

The tenderer hereby declares that the conditions for the existence of a conflict of interest pursuant to the provisions of the tender dossier for the public contract are not present at the tenderer, including but not limited to the following:

- a) The tenderer did not participate in preparing or formulating this public contract
- b) No employee of the Contracting Authority, member of the project implementation team or contracted person who took part in preparing or implementing the tendering procedure took part in formulating the tenderer's bid
- c) The tenderer's bid has not been formulated in an association of tenderers and persons who are employed by the Contracting Authority, member of the project implementation team or contracted person who took part in preparing or implementing the tendering procedure
- d) The tenderer's subcontractor is not an employee of the Contracting Authority, member of the project implementation team or contracted person who took part in preparing or implementing the tendering procedure

3. Signature of the tenderer / person authorised to act on behalf of the tenderer:

Date: [TO BE COMPLETED BY TENDERER]

.....
[TO BE COMPLETED BY TENDERER –
corporate name and person authorised to act on
behalf of the tenderer]

Subcontractor Listing

for the public contract:

Supply of measuring equipment

1. Tenderer’s identification:

Name / corporate name: TO BE COMPLETED BY TENDERER

Place of business/registered office: TO BE COMPLETED BY TENDERER

Registration no.: TO BE COMPLETED BY TENDERER

2. Subcontractor Listing

As part of implementing the public contract, the tenderer will implement the performance stated below via the subcontractors listed below. The tenderer is obliged to list in the form all performance that it intends to implement through subcontractors. The tenderer is obliged to mark individual performances with a serial number, sufficiently specify which performance is to be implemented and identify the subcontractor with sufficient specificity according the requirements listed in the below table.

Serial no.	Specification of performance	Subcontractor identification (name / title, place of business / registered office, registration no., tel / fax numbers and email)

3. Signature of the tenderer / person authorised to act on behalf of the tenderer:

Date: TO BE COMPLETED BY TENDERER

.....
TO BE COMPLETED BY TENDERER –
 corporate name and person authorised to act on
 behalf of the tenderer

Documents pursuant to the provisions in Section 68 (3) of the Public Procurement Act

for the public contract:

Supply of measuring equipment

1. Tenderer's identification:

Name / corporate name: [TO BE COMPLETED BY TENDERER]

Place of business/registered office: [TO BE COMPLETED BY TENDERER]

Registration no.: [TO BE COMPLETED BY TENDERER]

- a) The tenderer is submitting the following list of the authorised representatives or members of authorised representatives who have been employed, held a post or been in a similar relationship at the Contracting Entity in the three years previous to the deadline for submitting bids

[TO BE COMPLETED BY TENDERER]

- b) The tenderer is submitting a list of shareholders who own shares with a total face value exceeding 10% of the registered capital, prepared at the time the bid is submitted:

[TO BE COMPLETED BY TENDERER; remains empty if it is not a public company or joint-stock company]

- c) The tenderer hereby declares that it has not and will not enter into an illicit agreement pursuant to the special regulation, Act No. 143/2001 Coll., on the protection of economic competition and changes to certain laws, as subsequently amended, in connection with the published public contract.

2. Signature of the tenderer / persons authorised to act on behalf of the tenderer:

Date: [TO BE COMPLETED BY TENDERER]

.....
[TO BE COMPLETED BY TENDERER –
corporate name and person authorised to act on
behalf of the tenderer]