

Tender Documents

Pursuant to the Public Contracts Act no. 137/2006, Coll., Section 44 as amended and valid on the date of commencement of the Tender

Public Contract Title:

Delivery of a Vacuum Deposition System
for the NTIS Project



ZÁPADOČESKÁ
UNIVERZITA
V PLZNI

**Limit-Exceeding Negotiated Procedure with
Publication of Contract Notice**

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1. Contracting Authority Profile:

Contracting Authority:

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Address:	Univerzitní 8, 306 14, Plzeň, Czech Republic
Authorized Representative:	Doc. PaedDr. Ilona Mauritzová, Ph. D., Rector
Identification no.:	49777513

Other information:

Public Contract Title:	Delivery of a Vacuum Deposition System for the NTIS Project
Registration Number:	352682

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

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2. Subject of the Public Contract

2.1 Preamble

This Public Contract is awarded by an authority awarding the Public Contract (hereinafter also referred to as the “Contracting Authority”) in accordance with the Public Contracts Act no. 137/2006, Coll., as amended as amended and valid on the date of commencement of the Tender.

The Tender is also subject to the Contractor Selection Guidelines of the Operational Programme Research and Development for Innovation (hereinafter referred to as “OP RDI”) enclosed as Annex no. 2 to the Guidelines for OP RDI Applicants and Beneficiaries as amended.

Project title: **Delivery of a Vacuum Deposition System for the NTIS Project**

Project number: **CZ.1.05/1.1.00/02.0090**

The term "Bidder" used in these Tender Documents also applies to situations where the Public Contracts Act also uses the term "supplier".

The complete tender documents will be available on the Contacting Authority website from the first day of the publication of the contract notice.

In accordance with Section 86 of the Public Contracts Act, the Prior Information Notice was published on April 30th, 2013

2.2 Information on the Subject of the Tender

This Tender is expected to result in a contract of purchase concluded with the successful bidder for a universal vacuum deposition system for the NTIS Project, including all required components and accessories that are the subject of this Public Contract (hereinafter referred to as the "**Contract**").

The Tender calls for a delivery of one piece of a new, fully operational and complete universal modular vacuum deposition system for preparation of thin-film materials of various types, including all required components and accessories listed in the technical specifications below (hereinafter also referred to as the "**System**").

The listed specifications of the System are the minimum requirements that the System must meet. If the bid does not comply with the technical specifications detailed below, the bidder will be excluded from the tender as a result of their failure to meet the tender criteria set by the Contracting Authority. **In Annex no. 1 of the Contract, the bidder shall submit the technical specifications of the concrete System being offered and thus provide clear evidence that the specifications detailed below are fully met.**

Technical Parameters of the System:

The universal vacuum deposition system must minimally meet the following basic technical requirements:

1. Base vacuum at least 5×10^{-5} Pa.
2. Deposition uniformity better than $\pm 2.0\%$ over a 4" diameter wafer.
3. Deposition with simultaneous sputtering of all the targets (one with a HiPIMS Power Supply, two with a bipolar Dual Magnetron Power Supply and one with a DC Power Supply) at rotating, heated and RF biased substrates.
4. Accurate and reproducible setting of the substrate temperature ($\pm 5^\circ\text{C}$) at simultaneous RF biasing of the substrate holder.
5. Sustainment of constant process gas pressure in the deposition vacuum chamber using two techniques:
 - Downstream control - control of the system pumping speed through the gate valve position at constant flow rates of process gases
 - Upstream control - control of flow rates of process gases at constant system pumping speed (constant gate position)

The required universal deposition system must have the following functions and must consist of:

A) Main deposition chamber

1. Easily accessible cylindrical (55-61 cm or 22-24 inch inner diameter; 43-46 cm or 17-18 inch inner height) or rectangular (50-53 cm or 20-21 inch inner width and height) ultra-high vacuum stainless steel deposition chamber for a sputter up orientation (a copper or fluoroelastomer o-ring can be used as a seal)
2. Standard ports:
Four (4) operational ports for magnetrons, pumping system, substrate holder, load lock system, pressure gauges, substrate holder shutter and venting valve

Additional ports:

3. One extra operational port for magnetron positioned in the centre of the bottom flange
4. One chamber viewport shielded against radiofrequency radiation and equipped with a shutter
5. One multi-purpose port for a residual gas analyzer or a leak detector
6. Custom rectangular ports:
 - Two custom rectangular ports (inner width of 150 mm and height of 200 mm) located on the opposite sides of the chamber in symmetrical positions (with respect to the axis going through two magnetron targets and the central axis of the chamber)
 - The upper edges of the untilted targets at least 60 mm above the lower sides of these ports
 - Grooves for the fluoroelastomer o-ring seal prepared in the process deposition chamber (i.e., any flat flange can be used for these ports)
7. Stainless steel blind flanges for all unused chamber ports
8. One venting valve
9. Two sets of removable stainless steel chamber liners for protecting the interior wall of the chamber
10. A hydraulic or electro-pneumatic system for manipulation of removable and heavy parts of the system (e.g., with the top flange).

B) Vacuum pumping system

1. A throttle/isolation gate valve (with a stepper motor enabling at least 1,000 positions) between the turbomolecular pump and the main chamber equipped with an analogue input/output signal
2. A wide-range turbomolecular pump (at least 1200 l s^{-1} for N_2) equipped with a magnetic bearing at least for the high vacuum end of the pump
3. A fore-vacuum gauge equipped with an analogue output signal
4. An appropriate dry backing pump (with the pumping speed at least 7.5 l s^{-1} for N_2 , ultimate pressure lower than 10 Pa) with an anti-suckback valve

C) Magnetron sputtering sources

1. Four confocal 2" or 5 cm UHV magnetron sputtering sources allowing operation in balanced, unbalanced and magnetic material modes
2. Individual manual tilting mechanism for each magnetron
3. A gas ring, chimney, and pneumatic shutter for each magnetron

D) Process gas pressure gauges

1. A precise capacitance gauge (range: 0.1 mbar) for the main chamber equipped with an analogue output signal
2. Low and high pressure gauges, or a full-range gauge for the main chamber equipped with an analogue output signal
3. A protective (isolation) valve for the capacitance gauge

E) Substrate holder

1. A 4" or 10 cm substrate holder compatible with radiofrequency biasing
2. One standard 4" or 10 cm substrate carrier
3. Two custom 4" or 10 cm substrate carriers suitable to fix 1 x Si substrate (5x35x0.64mm), 1 x Si substrate (20x20x0.64mm), 1x stainless steel substrate (20x20x1mm), 1x glass substrate (20x20x1mm), and a minimum of 5 Si substrates (10x10x0.64mm)
4. A continuous substrate carrier rotation system (up to 20 rpm)
5. A substrate carrier heating system (up to 850 °C) compatible with a working atmosphere containing argon, oxygen and nitrogen gases at total pressure up to 5 Pa
6. Substrate carrier shutter (pneumatic)
7. Possibility of adjusting the target-to-substrate distance (at least between 50 and 100 mm).

F) Load lock system

1. A low-volume chamber body for 4" or 10 cm substrate carriers equipped with a loading door
2. An isolation gate valve between the load lock and the main chamber
3. An appropriate dry backing pump (an additional pump or shared pump with the main deposition chamber)
4. An appropriate turbomolecular pump (at least 60 l s⁻¹ for N₂)
5. A full-range gauge for the load lock system equipped with an analogue output signal

G) Process gas introduction

1. Four independent gas inlets (Ar, O₂, N₂, one spare inlet) into the main deposition chamber (i.e., no gas mixing outside the chamber)
2. An isolation pneumatic valve for each gas line
3. A mass flow meter and controller for each gas line (100 sccm for Ar and 50, 20, 10 sccm for reactive gases) equipped with an analogue input/output signal
4. One standard reactive gas distributor that can be fixed, if need be, to one of the gas lines inside the main chamber
5. Flexible stainless steel gas tubes for each gas line allowing introduction of the process gas into any location in the chamber
6. Spare flow meter for each line (100, 50, 20 and 10 sccm)

H) Power supplies

1. High Power Impulse Magnetron Sputtering (HiPIMS) Power Supply:
 - Rectangular pulse shape
 - 10 kW average power
 - Maximum pulse voltage at least -2 kV
 - Maximum pulse current at least 1 kA
 - Minimum repetition frequency lower than 50 Hz
 - Maximum repetition frequency at least 500 Hz
 - Minimum pulse length shorter than 20 μ s
 - Maximum pulse length at least 200 μ s
 - Synchronization signal for triggering
 - Connector for an analogue control
2. Dual Magnetron Power Supply:
 - Rectangular pulse shape
 - 10 kW average power
 - Maximum pulse voltage at least -800 V
 - Maximum pulse current at least 20 A
 - Minimum repetition frequency lower than 5 kHz in bipolar mode
 - Maximum repetition frequency at least 50 kHz in bipolar mode
 - 20 % minimum duty cycle
 - 80 % maximum duty cycle
 - Synchronization signal for triggering (if possible)
 - Connector for an analogue control
3. DC power supply:
 - Maximum voltage at least -1000V
 - Maximum current at least 1A
 - Connector for an analogue control

4. Appropriate RF bias power supply with an appropriate matchbox:
 - Sufficient power (at least 100 W) to reach at least -300 V of the substrate bias voltage at 0.5 Pa of Ar gas
 - Connector for an analogue control

I) Cooling system

1. A water-cooled closed-loop chiller for a maximum total average discharge power of at least 4 kW.

J) Coating thickness monitor

1. Quartz crystal thickness monitor system
2. A minimum of 30 additional crystals
3. All necessary accessories, including a crystal position jig

K) Electrical probes

1. One high-current probe + current probe amplifier (if necessary)
 - At least 15 MHz bandwidth
 - At least 150 A DC (continuous) current
 - At least 500 A peak current
 - BNC output
2. Four standard current probes + current probe amplifiers (if necessary)
 - At least 100 MHz bandwidth
 - At least 30 A DC (continuous) current
 - At least 50 A peak current
 - BNC output
3. One high voltage probe for a standard 1 M Ω BNC oscilloscope input
 - At least 250 MHz bandwidth
 - 100:1 attenuation ratio
 - -4 kV maximum voltage
4. Three standard voltage probes for a standard 1 M Ω BNC oscilloscope input
 - At least 200 MHz bandwidth
 - 100:1 attenuation ratio
 - -1.5 kV maximum voltage
 - At least 2 m cable length

L) USB Oscilloscope with software

- USB connection
- Four BNC inputs + external trigger

- At least 350 MHz bandwidth
- At least 8 bit vertical resolution
- At least 32 MS buffer size
- Function generator and arbitrary waveform generator
- Spectrum analyser
- Serial bus decoding

M) Control system

1. An appropriate personal computer (+ monitor) enabling full control of the deposition system (including data processing, data saving and data visualization)
2. Reliable control units and software allowing:
 - Visual representation of the deposition system
 - Control of each power supply (DC, RF, HiPIMS, and dual magnetron power supply)
 - Reading and control of the process gas parameters (open/close valves, flow rate, set-point flow rate, flow rate feedback)
 - Control of the position of the gate valve between the main chamber and the turbomolecular pump
 - Display of the pressure gauge values and control pressure set points
 - Control of the shutter for each magnetron and the substrate holder
 - Control of the pumping system of the chamber
 - Control of the load-lock system
 - Control of rotation, heating, and biasing of the substrate holder
 - Control of the closed-loop chiller
 - Creating, storing and running the deposition processes of individual layers and multilayers
 - Data logging of all important input and output parameters during the deposition process (i.e., gas pressures, gas flow rates, shutter positions, all output values of power supplies, rotation speed, bias voltage and temperature of substrates, and so on)
 - Obtaining a supervisor account allowing unlimited manual control of the system
3. Possibility of individually disabling the following segments of the software without affecting the remaining settings:
 - Control of the DC power supply
 - Control of the RF power supply
 - Control of the HiPIMS power supply
 - Control of the dual magnetron power supply
 - Control of process gas parameters (opening/closing valves, flow rate, set-point flow rate, flow rate feedback)
 - Control of the gate valve position

Additional requirements

1. Necessary interconnecting plumbing and hardware

This Tender is expected to result in a Contract of Purchase concluded with the successful bidder for a universal vacuum deposition system including all required components and accessories listed above that are the subject of this Public Contract (hereinafter referred to as the “**Contract**”).

1. The System shall be completely new, fully operational and complete and comply at least with the technical specifications and requirements listed above.
2. The Bidder will be obliged to deliver the System to the site where the Public Contract is to be performed, install and implement the System and commission it and will also perform testing to verify flawless operation of the delivered System.
3. The System must be equipped with relevant full-fledged software including relevant licenses enabling its proper use. In addition, the Contracting Authority requires mutual SW and HW compatibility of all the individual components.
4. Together with the System, the Bidder will be obliged to supply the instruction manual in Czech or English language.
5. The Bidder shall provide specialist training for the Contracting Authority operation staff at the site where the Public Contract is to be performed. The scope of the training shall include a minimum of eight (8) hours for at least two (2) System operators. The training shall provide the staff with the ability to fully operate/control the System, i.e. all its delivered parts including the software
6. After installing the System, the Bidder shall demonstrate all required functions and parameters that are detailed in the Specifications Section above.
7. The Bidder will be obliged to provide at least a 12-month guarantee for the System.

The Bidder shall pay attention to the fact that the technical specifications of the System detailed by the Contracting Authority are the minimal requirements the subject matter of this Tender must meet and the minimal features the System must be equipped with. Should the Bidder offer a System that fails to meet the technical parameters listed above, the submitted tender bid will be excluded from the rest of the Tender process for a failure to meet the terms and conditions specified by this Tender.

Furthermore, the Bidder shall submit a complete bid including all the required components of the System. Should the submitted bid be incomplete, i.e. not include all the required components and fail to meet the requirements detailed by the Contracting Authority in these Tender documents, the submitted tender bid will be excluded from the rest of the Tender process for a failure to meet the terms and conditions specified by this Tender.

2.3 Additional Requirements of the Contracting Authority for the Execution of the Tender

The delivery of the subject matter of the Tender must be executed in accordance with these Tender Documents including all the relevant annexes, and the applicable legislation as amended.

Additional requirements concerning the delivery of the subject matter of the Tender and related services, as well as general conditions, are stipulated in the mandatory Draft Contract that is attached as Annex no. 6 to the Tender Documents.

2.4 Public Contract Funding

The Contracting Authority anticipates that the Public Contract will be co-funded mainly from the Operational Programme Research and Development for Innovation.

2.5 Classification of the Subject of the Public Contract Pursuant to CPV

Description:	CPV:
Laboratory, optical and precision equipment (excl. glasses)	38000000-5

2.6 Anticipated Value of the Public Contract

The total anticipated value of the Public Contract excluding VAT: EUR 400,000 (in words: four hundred thousand Euro).

The anticipated value of the Public Contract was determined by the Contracting Authority on the basis of a market survey of the relevant market providing relevant data and information.

2.7 Delivery Terms

By submitting the bid, the Bidder undertakes to deliver the subject matter of the Contract to the Contracting Authority **by the following deadlines (milestones):**

- within six (6) weeks of the signing of the Contract, the Bidder shall submit the manufacturing drawings of the System to the Contracting Authority for the Contracting Authority's written approval;
- within twenty-four (24) weeks of the written approval of the manufacturing drawings of the System given by the Contracting Authority, the Bidder shall deliver the System to the benefit the Contracting Authority;
- within four (4) weeks of the delivery of the System to the Contracting Authority, the Bidder is obliged to install the System, put it into operation, demonstrate all required functions and parameters and train the staff appointed by the Contracting Authority to operate the System; all of the above in the extent defined in the Tender Documents and in Section II of the Contract.

2.8 Place of Delivery

The place of delivery of the Public Contract is the University of West Bohemia in Pilsen, Univerzitní 22, Plzeň, Czech Republic

3. Tender Documents

Information and data stated in the Tender Documents and relevant annexes define the mandatory requirements defined by the Contracting Authority for the preparation of the Bid and Public Contract performance. The Bidder is obliged to respect these requirements in the preparation of the bid and accept them. A failure to accept the requirements specified by the Contracting Authority in these Tender Documents and relevant annexes may be considered as a failure to meet the terms and conditions of this Tender and can result in the exclusion of the submitted tender bid from the rest of the Tender process.

The requirements specified in the Tender Documents are the minimum requirements of the Contracting Authority for the performance of the Public Contract. The Bidder is authorized to propose more preferential terms to the Contracting Authority; however, they will not be taken into consideration when evaluating the bids, if not specified otherwise in these Tender Documents.

In this respect, the Contracting Authority advises the Bidder that when preparing the bid and performing the Public Contract, the Bidder is obliged to respect applicable legislation and mandatory laws associated with the performance of this Public Contract, together with the information specified in the Tender Documents.

Annexes represent an integral part the Tender Documents.

The Tender Documents are prepared in the Czech and English languages, in case of conflict between the two language versions, the Czech version will take precedence.

The comprehensive Tender Documents are available on the website of the Contracting Authority.

The Bidder is entitled to request additional information concerning the Tender requirements from the Contracting Authority. **In such a case, the Bidder will send 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.** The written request for additional information can be submitted six (6) working days prior to the deadline for submission of the Tender application at the latest. The additional information will be posted on the website of the Contracting Authority.

4. Qualification Criteria to Be Met by the Bidder in the Tender

4.1 General Principles

4.1.1 Evidence Documenting Qualification Fulfilment and Consequences Resulting from Failure to Meet Qualification Criteria

Pursuant to Section 50, subsection 1 of the Public Contracts Act, the Bidder will be considered qualified for the execution of the Tender, if the Bidder (i) demonstrates fulfilment of the basic qualification criteria according to Section 4.2 of the Tender Documents, (ii) demonstrates fulfilment of the professional qualification criteria according to Section 4.3 of the Tender Documents, (iii) submits a declaration on word of honour according to Section 4.4 of the Tender Documents and (iv) demonstrates fulfilment of the technical qualification criteria according to Section 4.5 of the Tender Documents.

Fulfilment of the qualification criteria is demonstrated in accordance with Section 59 of the Public Contracts Act. The fulfilment of the qualification criteria is a prerequisite for evaluation and assessment of the bid in this Tender. Should the Bidder fail to meet the qualification criteria in the extent specified and required in these Tender Documents, the bid shall be excluded from rest of the Tender process, pursuant to Section 60 of the Public Contracts Act.

The Contracting Authority shall with no delay notify the Bidder in writing about the exclusion of the Bid from the rest of the Tender process and specify the reason for this decision.

Pursuant to Section 65 of the Public Contracts Act, the Bidder is obliged to demonstrate the evidence of meeting the qualification criteria by the deadline for submission of the bids.

4.1.2 Evidence Documenting that the Qualification Criteria Have Been Met

The Bidder submits a regular copy of documents providing evidence that the qualification criteria have been met.

The documents providing evidence of fulfilment of the qualification criteria will be submitted exclusively in the Czech or English language by the Bidder. An official certified translation into Czech or English will always be required for all documents made out in any other language than Czech or English. This obligation will not apply to documents in the Slovak language. The documents providing evidence of fulfilment of the basic qualification criteria issued by relevant Czech authorities need not be translated into English by a foreign Bidder, although the rest of the documents providing evidence of fulfilment of the qualification criteria is submitted in English. **The documents providing evidence of fulfilment of the basic qualification criteria and a copy of an extract from a commercial register must not be older than 90 calendar days on the day when the bid is submitted.**

4.1.3 Demonstrating Fulfilment of the Qualification Criteria by Submitting an Extract from the List of Qualified Contractors

The Bidder shall be entitled, in accordance with the provisions of Sec. 127 of the Public Contracts Act, to demonstrate fulfilment of the qualification criteria pursuant to Sec. 127 by submitting an extract from the List of Qualified Contractors which demonstrates compliance to the extent to which the documents proving the fulfilment of these professional qualifications cover the requirements of the Contracting Authority for their demonstration. The qualification prerequisites that exceed the data specified in the extract from the List of Qualified Contractors shall be evidenced by the Bidder in a way detailed in the Qualification Section of these Tender Documents. **This extract from the List of Qualified Contractors shall not be older than three (3) months as of the last day of the period within which the qualification criteria shall be demonstrated.**

4.1.4 Demonstrating Fulfilment of the Qualification Criteria by Submitting a Valid Certificate

The Bidder shall be entitled to demonstrate fulfilment of the qualification criteria by submitting a **valid** certificate issued within the System of Certified Contractors which demonstrates compliance to the extent to which the documents proving the fulfilment of the relevant qualifications cover the requirements of the Contracting Authority for their demonstration as specified below. The qualification prerequisites detailed by the Contracting Authority that exceed the data specified in the certificate shall be evidenced by the Bidder by submitting other relevant documents or in a way detailed in the Qualification Section of these Tender Documents.

4.1.5 Foreign Bidders

A foreign Bidder shall evidence the fulfilment of the qualification criteria in a way required by the law of the country of its registered office, place of business or residence, as required by the Public Contracts Act and the Contracting Authority. If the required document is not issued pursuant to the laws of the country of the registered office, place of business or residence of the foreign Bidder, or if an obligation that is to be evidenced as one of the qualification criteria is not specified there, the foreign Bidder will execute a written declaration on word of honour to declare this fact. All documents must be submitted in the original language, together with their certified Czech or English translation. This obligation will not apply to documents in the Slovak language.

4.1.6 Subcontractors

Should the Bidder be unable to demonstrate fulfilment of a certain qualification requirement requested by the Contracting Authority pursuant to the Public Contracts Act, Section 50, subsection 1 (b) and (d) in extenso, the Bidder will be authorized to demonstrate that the missing qualification criteria will be fulfilled by its subcontractor. In such a case, the Bidder will be obliged to submit the following to the Contracting Authority:

- a) Documents evidencing that the subcontractor meets the basic qualification requirement in accordance with the Public Contracts Act, Section 53, subsection 1 (j), and the professional qualification requirement pursuant to Section 54 (a) of the Public Contracts Act, and
- b) A contract entered into with the subcontractor evidencing the subcontractor's commitment to provide the fulfilment required for the Bidder to deliver the Public Contract, or to provide things or rights that the Bidder will be entitled to use and exercise in order to perform the Public Contract, at least within the extent of subcontractor's qualifications evidenced pursuant to the Public Contracts Act Section 50, subsections 1 (b) and (d).

The Bidder must not employ the subcontractor to provide for the fulfilment of the qualification criteria pursuant to the Public Contracts Act Section 54 (a).

4.1.7 Demonstrating Fulfilment of Qualifications in Case of a Joint Bid

In compliance with Section 51, subsection 5 of the Public Contracts Act, the Bid can be submitted by several bidders together as a joint bid. If this is the case, these Bidders are referred to as a **Joint Group** and the Bidders are entitled **Members of the Joint Group**. In such a case:

- **each of the Members of the Joint Group** is obliged to provide separate evidence of meeting the basic qualification criteria pursuant to Section 50, subsection a) of the Public Contracts Act, and the professional qualification criteria pursuant to Section 54, subsection a) of the Public Contracts Act, to the full extent;
- professional and technical qualification criteria shall be demonstrated in compliance with Section 50, subsection 1 b) and d) of the Public Contracts Act and the Tender Documents **by at least one Member of the Joint Group**; if need be, evidence must be submitted pursuant to Section 51, subsection 4 of the Public Contracts Act;
- together with the Tender application, the Members of the Joint Group must, pursuant to Section 51, subsection 6 of the Public Contracts Act, submit an original, or a certified copy of an agreement containing a commitment that all of those Joint Bidders will be **jointly liable** vis-à-vis the Contracting Authority and to third parties in respect of any legal relationships established in the context of the Public Contract, for the entire term of the public contract implementation as well as throughout the duration of other liabilities arising from the Public Contract. Such a document must also include a written agreement on which a member of this Group will fully **represent** such a Joint Group (Authorised Representative) vis-à-vis the Contracting Authority, and in what extent and manner this body will be authorized to act on behalf of the Group in the matter of this Public Tender.

4.2 Basic Qualification Criteria

The basic qualification criteria will be met by a Bidder demonstrating fulfilment of the criteria specified in Section 53, subsection 1 a) to k) of the Public Contracts Act.

The Bidder will demonstrate that the said basic qualification criteria have been met by submitting:

1. **an extract from the Register of Criminal Offences** to demonstrate fulfilment of the criteria pursuant to Section 53, subsection 1 a) and b) of the Public Contracts Act; for legal persons, the Bidder will submit an extract from the Register of Criminal Offences for the legal person as well as for all members of its statutory body;
2. **a document issued by the relevant Tax Authority** to demonstrate fulfilment of the criteria pursuant to section 53, subsection 1 f) of the Public Contracts Act;
3. **a Declaration on Word of Honour concerning consumer taxes** to demonstrate fulfilment of the criteria pursuant to section 53, subsection 1 f) of the Public Contracts Act;
4. **documentary evidence issued by a relevant body or institution** to demonstrate fulfilment of the criteria pursuant to section 53, subsection 1 h) of the Public Contracts Act;
5. **a Declaration on Word of Honour** to demonstrate fulfilment of the criteria pursuant to section 53, subsection 1 c), d), e), g), i) to k) of the Public Contracts Act. The Bidder will use the mandatory template document of the Declaration on Word of Honour enclosed as Annex no. 2 to the Tender Documents – “Declaration on Word of Honour to Demonstrate that the Basic Qualification Criteria Have Been Met”. (This Declaration on Word of Honour also applies to the Declaration pursuant to Section 3 above.) The Declaration on Word of Honour must **be dated and signed by the Bidder or representative authorized to act on behalf of the Bidder**.

Evidence Documenting that the Qualification Criteria Have Been Met by a Foreign Bidder

A Bidder must fulfil the basic qualification criteria pursuant to section 53, subsection 1 a), b), f), g) and h) of the Public Contracts Act in the territory of the Czech Republic as well as in the country of its registered office, place of business or residence. The foreigner Bidder is obliged to submit evidence documenting that the basic qualification criteria have been met, i.e. documents issued in the country of its registered office, place of business or residence as well as in the Czech Republic.

The following documents evidencing fulfilment of the basic qualification criteria in relation to the Czech Republic will be submitted by the foreign Bidder:

Qualification criteria	Required evidence
Section 53, subsection 1 a) and b) of the Public Contracts Act	Extract from the Register of Criminal Offences
	The extract from the Register of Criminal Offences can be obtained from the Register of Criminal Offences (Rejstřík trestů), address: Praha 4, Soudní 1, postal code: 140 66 http://portal.justice.cz/Justice2/Soud/soud.aspx?o=203&j=213&k=2027&d=9354
	<u>For legal persons</u> , the Bidder will submit an extract from the Register of Criminal Offences for the legal person as well as for all members of its statutory body.
Section 53, subsection 1 c), d), e) and f) of the Public Contracts Act	Declaration on Word of Honour
	The mandatory template document of the Declaration on Word of Honour enclosed as <u>Annex no. 2</u> to the Tender documents. The Declaration on Word of Honour must be dated and signed by the Bidder or representative authorized to act on behalf of the Bidder.
Section 53, subsection 1 f) of the Public Contracts Act	Document issued by the relevant tax authority
	The document can be obtained from the Tax Authority for Prague 1 - Finanční úřad pro Prahu 1 , address: Praha 1, Štěpánská 28, postal code: 112 33 http://www.statnisprava.cz/rstsp/adresar.nsf/i/10486
Section 53, subsection 1 g) of the Public Contracts Act	Declaration on Word of Honour
	The mandatory template document of the Declaration on Word of Honour enclosed as <u>Annex no. 2</u> to the Tender documents. The Declaration on Word of Honour must be dated and signed by the Bidder or representative authorized to act on behalf of the Bidder.
Section 53, subsection 1 f) of the Public Contracts Act	Document issued by the relevant Social Security Authority
	The document can be obtained from the Social Security Authority for Prague 8 – Pražská správa sociálního zabezpečení, územní pracoviště pro Prahu 8 , address: Praha, Trojská 1997/13a, postal code: 182 00 http://www.cssz.cz/cz/kontakty/krajska-a-okresni-

	pracoviste/praha/uzemni-pracoviste-praha-8.htm
Section 53, subsection 1 i) to k) of the Public Contracts Act	Declaration on Word of Honour The mandatory template document of the Declaration on Word of Honour enclosed as <u>Annex no. 2</u> to the Tender documents. The Declaration on Word of Honour must be dated and signed by the Bidder or representative authorized to act on behalf of the Bidder.

Information about the documents used in the Czech Republic to demonstrate qualification are available to the foreign Bidders on the European Commission website: <http://ec.europa.eu/markt/ecertis/login.do>

In order to obtain the documents evidencing that the basic qualification criteria have been met by the Bidder pursuant to Section 53, subsection 1 a), b), f) and h) of the Public Contracts Act, the foreigner Bidder may use for example services of the Czech attorneys-at-law who are members of the Czech Bar Association, see <http://www.cak.cz/en/>, or other entities that are able to provide the foreign Bidders with the support necessary to obtain the required documents.

4.3 Professional Qualification Criteria

In order to meet the professional qualification criteria, the Bidder will submit:

- an extract from the Commercial Register**, if it has been registered, or an extract from another register, if registered;
- a document evidencing that the Bidder is authorized to pursue business activities** pursuant to special legislation in the extent corresponding to the subject matter of the Public Contract.

4.4 Economic and Financial Eligibility Criteria

Pursuant to the Public Contracts Acts Section 50, subsection 1 c), the Bidder is obliged to submit a declaration on word of honour concerning the Bidder's economic and financial eligibility to perform the Public Contract.

The mandatory template of the declaration on word of honour is enclosed as Annex no. 3 to the Tender Documents. **The declaration on word of honour must be dated and signed by the Bidder, or a person authorized to act on behalf of the Bidder.**

4.5 Technical Qualification Criteria

Fulfilment of the technical qualification criteria will be demonstrated by a Bidder who submits:

- a list of major contracts** performed by the Bidder over the past three (3) years, being similar to the subject matter of this Public Contract, i.e. especially in the area of laboratory equipment, specifying their scope and value (delivery labelling, the total price paid to the Bidder for the delivery) and the terms of delivery. For the purposes of this provision, the above-mentioned period of three years is calculated retrospectively starting with the deadline for submitting the bids.

The Bidder will meet the qualification criteria, if they provide evidence of implementing at least two (2) major contracts within the past three years in the minimum value EUR 120 000 excl. VAT (in words: one hundred and twenty thousand Euro) per individual contract.

For the avoidance of any doubt, the Contracting Authority clarifies that the Bidder is not obliged to specify the precise amount (price paid for the delivery) in the list of major contracts, confirmation of the minimum amount required by the Contracting Authority will be sufficient. For the purposes of this provision, the above-mentioned period of three years is calculated retrospectively starting with the deadline for submitting the bids.

The Bidders will use the mandatory template of the List of Major Contracts enclosed as Annex no. 4 to the Tender documents to list the major contracts as required. The Bidder is obliged to complete all mandatory fields to provide evidence of fulfilment of this part of the qualification criteria.

The list of major contracts shall include:

- 1) a certificate issued or signed by a public contracting authority, if the goods were provided to a public contracting authority, or
- 2) a certificate issued by another entity if the goods were provided to an entity other than a public contracting authority,
- 3) a contract entered into with another entity and a document evidencing the delivery of the goods, if the certificate under the paragraph 2 cannot be obtained from this entity for reasons on their part. The Contracting Authority explicitly points out the fact that, in accordance with the assessing procedures at the Office for the Protection of Competition, it is necessary to submit documents evidencing that the Bidder failed to obtain the certificate issued by a third party for reasons on the side of this party (i.e. it is not sufficient to merely state this fact, but the Bidder shall provide relevant evidence, e.g. a record of communication with this party and its refusal to issue the certificate etc.).

The Certificate issued by the contracting authorities regarding the major contracts must include at least:

- description of the contract and name of the customer
 - statement that the value of the contract exceeded EUR 120,000
 - time of delivery (in the following format: month/year)
- b) **a description of the goods to be delivered** – the Bidder must submit a detailed technical specification of the goods to be delivered. The Bidder will enclose a colour photograph (for example, a catalogue or a brochure) of the proposed System including a detailed technical specification of the goods, documenting the fulfilment of all technical criteria specified in Section 2.2 of the Tender Documents.

In order to exclude any doubts regarding this Public Contract, the Contracting Authority details that

1. should this application for participation in this Tender be submitted by a Joint Group, this qualification prerequisite is considered met, if the required technical eligibility is fulfilled jointly (i.e. collectively) by all Members of the Joint Group;
2. the delivery must be duly completed, an incomplete delivery terminated in a non-standard manner shall not be accepted.

5. Conditions

5.1 General Terms and Conditions

General terms and conditions that are not specifically stated in the Tender Documents are detailed in the mandatory Draft of the Purchase Contract that forms part of the Tender Documents – **Annex no.6** herein. The Bidder is not authorized, when proposing its Draft Contract, to modify or change the

mandatory Draft of the Purchase Contract in any way but by specifying the relevant details, the completion of which is assumed either by the Tender Documents or by the Contract (all details to be specified by the Bidder are marked **[TO BE SPECIFIED BY THE BIDDER]**). The Draft Contract must be signed by the Bidder or by a person authorized to act on behalf of the Bidder. Should the Draft Contract fail to be signed properly, the Bid submitted by the Bidder will be excluded and the Bidder will be disqualified to participate in the Tender Procedure.

All details stated in general terms and conditions, notably in the mandatory Draft of the Purchase Contract (e.g. length of the guarantee period, amount of contractual penalties), represent the minimal values required by the Contracting Authority and each Bidder can propose more favourable terms to the Contracting Authority, detailed in its Draft Contract. No such more favourable terms will be an advantage in the evaluation of the bids, since the lowest proposed price is the basic evaluation criterion.

5.2 Payment and Billing Conditions, Method of the Bid Calculation

The Contracting Authority defines the following method for the bid calculation for this Public Contract:

1) Foreign Bidder:

The Bidder will specify the total price in Euro (EUR) excluding value added tax.

The total bid price will be determined as the highest acceptable price including all fees and all additional costs incurred in connection with performance of the Public Contract excluding VAT.

2) Bidders based in the Czech Republic:

The Bidder must state the total bid price broken down as follows: price in EUR excl. VAT; % VAT; total VAT in EUR and the total sum in EUR including VAT.

The total bid price will be determined as the highest acceptable price including all fees and all additional costs incurred in connection with performance of the Public Contract as specified in the Tender Documents.

Furthermore, the Contracting Authority specifies that the bid price will be stated as a fixed amount and must be specified as a single amount, not on a scale ranging from – to. The bid price must not be stated in the form of a percentage or ratio, nor can it be calculated as a proportion of any other sums.

The Bidder will specify the bid price information on the cover page of the bid enclosed as Annex no. 1 to the Tender Documents, and also in Article 2.4 of the Contract. The bid price information stated on the „Cover Page of the Bid” document and in the Contract must be identical, otherwise the terms and conditions of this part of the Tender Documents will not be met and the bid will be disqualified.

Payment and billing conditions are stipulated in general in this part of the Tender Documents; the conditions are specified in detail in the mandatory Draft of the Purchase Contract.

Method of payment:

The Purchaser will pay the price for the delivery of the System under the Contract in three (3) instalments:

- 50% of the total purchase price will be settled after the Purchase Contract is signed by authorized representatives of the two Contracting Parties, the following documents will be submitted:
 - invoice for advance payment (one original and one additional copy),
 - one original copy of the Purchase Contract signed by authorized representatives of the two Contracting Parties.

- 40% of the total purchase price following proper delivery of the System to the Purchaser to the place of delivery, the following documents will be submitted:
 - invoice (one original and one additional copy),
 - one original copy of the Acceptance Protocol confirming delivery of the System to the Purchaser to the place of delivery, signed by authorized representatives of the two Contracting Parties.
- 10% of the total purchase price following proper assembling of the System, i.e. the System will be put into operation, all required functions and parameters will be demonstrated, and relevant employees/staff members will be trained to use the System, as, and to the extend, detailed in the Tender Documents and in the Article II of the Contract. The following documents will be submitted:
 - invoice (one original and one additional copy),
 - one original of the Acceptance Protocol confirming commissioning of the system, and one original of the Protocol on staff training, both Protocols will be signed by authorized representatives of the two Contracting Parties.

The term of maturity of tax documents and other payment and billing conditions are defined in the mandatory Draft of the Purchase Contract, which forms an annex to the Tender Documents.

5.3 Conflict of Interest

The Bidder must prove non-existence of conflict of interest as defined in these Tender Documents (and also in the relevant articles of the Contract) in the form of a Declaration on Word of Honour.

A template of the Declaration on Word of Honour is enclosed as **Annex no. 7** to the Tender Documents. The Declaration on Word of Honour must be signed by the Bidder or by a person authorized to act on behalf of the Bidder.

5.4 Additional Terms and Conditions of the Tender

- The Contracting Authority does not entitle the Bidder to request any compensation of costs incurred in relation to participation in the Public Tender, not even in case of cancellation of the Public Tender pursuant to the conditions specified in the Tender Documents or in the Public Contracts Act. At the same time, the Contracting Authority will not request the Bidder to compensate it for the cost of realisation of this Tender, neither in the form of compensation of costs really incurred, nor in the form of fees for participation in this Tender procedure.
- All and any costs or expenses incurred by the Bidder in relation to the performance of the Public Contract will be included in the bid price; should any additional costs arise, the Bidder is obliged to settle them. The Bidder is not entitled to request the Contracting Authority to settle any such costs outside the scope of the agreed bid price, or reject their payment from the Bidder's own resources.
- The Bidder must not be in any conflict of interest regarding the activity that forms the subject matter of the Public Contract herein, as stipulated in relevant provisions of the Public Tender, in the Contract, or in the Annexes that form part of the Tender Documents. The Contracting Authority considers any activities that meet the definition of conflict of interest pursuant to the relevant provisions of the Tender Documents herein to represent a conflict of interest. An explicit case of conflict of interest, from the Contracting Authority's point of view, is a situation where a Bidder, selected in this Public Tender, should participate, in any way, in the preparation

or drafting of the Tender Documents herein, from a position as the Public Authority's consultant.

- In the course of the Public Tender, the Contracting Authority and the suppliers will only use the means of communication permitted by the Public Contracts Act for mutual communication.
- The Contracting Authority shall not be liable for any mistakes, incorrect statements, misinterpretations, omissions or any other erroneous information obtained by the Bidder from other sources than the Tender Documents, or, as the case may be, from the supplements to the Tender Documents; or as additional information from the Contracting Authority obtained in accordance with the Public Contracts Act.
- The Contracting Authority reserves the right to have the information provided by the Bidder confirmed by third parties, and the Bidder is obliged to provide necessary cooperation to the Contracting Authority in this respect.
- The Contracting Authority reserves the right to change the tender requirements in accordance with the Public Contracts Act.
- The Bidders are obliged to refrain from any behaviour that could affect the transparent and non-discriminatory course of the Public Contract Tender, notably any such behaviour the consequences of which could lead to distortion of the competition between the Bidders in the Public Tender.

In the bid, it is obligatory for the Bidder to specify which parts of the Public Contract delivery are to be performed by subcontractors; identification details must be provided for each subcontractor. The subcontractor must not further subcontract, to any third party, the implementation of the part of the Public Contract that had been originally subcontracted to it; the Bidder is obliged, within their legal relationship, to bind its subcontractors to follow the above-stated rule.

The Bidder will state the relevant information in the "List of Subcontractors", the mandatory template of which forms **Annex no. 8** to the Tender Documents. The document must be **dated and signed by the Bidder, or by a person authorized to act on behalf of the Bidder. If a representative is authorised to act on behalf of the Bidder based on a Power of Attorney, the original of the Power of Attorney must be enclosed to the Bid including specification of the authorisation.**

In accordance with the Public Contracts Act, Section 68, subsection 3, The Bidder's proposal must also contain:

- a) A list of statutory bodies or members of statutory bodies who were employed by the Contracting Authority, held a position, or had any similar relationship with the Contracting Authority in the three years prior to the deadline for submitting the bids.
- b) Should the Bidder be a joint stock company, it will submit a list of its shareholders the total nominal value of whose shares exceeds 10% of registered capital; the list will be as of the time of submitting the bids.
- c) The Bidder's declaration that it has not entered and will not enter into any prohibited agreement, concluded as subject to special legal regulations, or pursuant to the Protection of Competition and Amendments to Some Laws Act no. 143/2001 Coll., as amended, in relation to the Tender herein.

A document template to be used to declare the above is enclosed as **Annex no. 9** to these Tender Documents.

6. Preparation of the Bid by the Bidder

The Bidder must make out the bid in writing; there will be **one original** and one **additional copy** and one electronic copy (duly signed completed copy) on a **CD**, scanned and saved in a *.pdf format. The Draft Contract completed with all the required information can also be submitted on a data medium in a *.doc format or compatible form. In case of inconsistency between the hard and the electronic wording of the bid, the information stated in the written (hard) version will take precedence.

The bid prepared by the Bidder must be in Czech or English language. All communication with the Contracting Authority will be held exclusively in Czech or in English language.

The bid must fulfil the requirements defined by the Contracting Authority, as specified in the Tender Documents herein, and must be compliant with provisions of the Public Contracts Act.

The Contracting Authority does not permit submitting the bid in an electronic form only, via an electronic tool.

Any bid delivered by the Bidder after the deadline for submitting the bids will not be opened in the envelope opening procedure. The contracting Authority will inform the Bidder about the late submission of the bid pursuant to Section 71, subsection 6 of the Public Contracts Act.

6.1 Deadline and Place for Submission of the Bids

The period for submitting the bids starts on the day following the initial day of the Tender and terminates on **13.12.2013 at 10:00 a.m.**

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.

The Bidder will submit the bid **in person**, on a business day between 09:00 a.m. and 04:00 p.m., and on the last day of the deadline for submission of the bid, i.e. **on 13.12.2013**, between 09:00 a.m. and 10:00 a.m., or by **registered mail** that must be delivered to the Contracting Authority's representative by 10:00 a.m. on the last day of the deadline for submission of the bid at the latest.

The time of receipt of the bid by the Contracting Authority's representative shall always be the decisive moment!

If the bid is delivered by mail, the time of receipt of the bid by the Contracting Authority's representative shall be the decisive moment, not the time when the bid has been posted.

6.2 Required Form of the Bid

For the sake of well-arranged bids, the Contracting Authority recommends that the Bidder follows the following structure:

6.2.1 Structure of the Bid

No.	Document	Template
1	Cover Page of the Bid	Annex no. 1
2	Evidence documenting fulfilment of the basic qualification criteria	Annex no. 2
3	Evidence documenting fulfilment of the professional qualification criteria	-
4	Evidence documenting fulfilment of the economic eligibility criteria	Annex no. 3

5	Evidence documenting fulfilment of the technical qualification criteria	Annex no. 4
6	Declaration on Word of Honour submitted together with the bid	Annex no. 5
7	Draft Contract	Annex no. 6
8	Declaration on Word of Honour declaring non-existence of conflict of interests	Annex no. 7
9	List of Subcontractors	Annex no. 8
10	Documents pursuant to article 5.4 of the Tender Documents	Annex no. 9
11	Other documents, in particular documents delegating authority to act on behalf of the Bidder or other persons (powers of attorney)	-
12	CD with a scanned copy of the Bidders comprehensive bid	-

All the documents, including their annexes and cover pages with titles of documents, will be numbered in uninterrupted ascending order starting with number 1; the numbers will be inserted in the upper right corner.

All the said documents representing one copy of the qualification part of the bid will be bound together in order to prevent any exchange of sheets, or other alterations to this part of the bid document, during manipulation of the documents. This provision will apply to the original as well as the additional copy of the document.

The contents of the data medium must be identical to the written version of the bid.

The bid will not be considered complete if any of the documents contain fundamental errors, or the document is ambiguous or chaotic. Any manifest errors in letters and numbers that do not result in ambiguity of the document contents are not taken into account.

6.2.2 Form of the Bid

In order for the Bidder to be able to participate in this open Tender Procedure, the Bidder must submit a bid containing documents and information requested pursuant to these Tender Documents or the Public Contracts Act. The Contracting Authority recommends that the bid be prepared according to the structure specified in detail in Article 6.2.1 herein.

The envelope of the bid will have the following layout:

Name of the company/person, legal form, business/personal identification no.
 Registered office/place of residence of the Bidder
 Postal Code Town/City

NOT TO BE OPENED BEFORE THE TERM FOR OPENING THE ENVELOPES!

“Delivery of a Universal Deposition Vacuum System for the NTIS Project”

Law Office
 Volopich, Tomšíček & spol.

Vlastina 23
323 00 Plzeň, Czech Republic

The place for submitting the bids to the Tender shall be the registered office of the Representative of the Contracting Authority (see article 1 herein).

6.3 Bid Validity Period

The Bid validity period starts upon the expiration of the time limit for submission of the bids; the time limit was set as a period of **180 days**, in accordance with the Public Contracts Act, Section 43, subsection 2.

6.4 Requirements for the Bid Alternatives

The Contracting Authority does not permit any alternative offers.

6.5 Security

The Contracting Authority does not require furnishing any security to provide for obligations associated with the Bidder's participation in the Tender.

6.6 Opening the Envelopes

6.6.1 Date of Opening the Envelopes and Conditions Applicable to the Bidders Participation

The envelopes with the Bids of individual Bidders will be opened in the boardroom (Room no. R007) of the registered office of the Contracting Authority (Univerzitní 8, Plzeň) on 13.12.2013 at 11:00 a.m.

The Bidders who have their bids delivered before the deadline for submitting the bids pursuant to Section 71, subsection 8, of the Public Contracts Act, and other persons specified by the Contracting Authority, can participate in the envelope opening procedure. For organizational reasons, only one person can be present to represent each Bidder. The Bidder's representative will authorize himself/herself by a power of attorney issued by the Bidder, and by a personal identity document; a member of a statutory body of the Bidder will authorize himself/herself by an extract from the commercial register, and by a personal identity document. The Bidder or its representative will confirm their participation by signing in a register of Bidders present at the envelope opening procedure.

6.6.2 Examination of the Bid Completeness

The commission for opening the envelopes opens the envelopes one after the other according to their serial numbers and checks whether the bid has been compiled in a requested language and whether the Draft Contract has been signed by a person authorized to act on behalf of or for the Bidder, pursuant to Section 71, subsection 9, of the Public Contracts Act.

After examination of each of the bids pursuant to Section 71, subsection 9, of the Public Contracts Act, the commission will announce to the Bidders the identification details of each Bidder, and whether the respective bid meets the requirements, as stipulated in Section 71, subsection 9, of the Public Contracts Act; i.e. (i) whether the bid has been prepared in a requested language; (ii) whether the Draft Contract has been signed by a person authorized to act on behalf of or for the Bidder. The commission will also notify the Bidders present about the bid price.

The commission for opening the envelopes will disqualify any bid that has not been prepared in a requested language, or where the Draft Contract has not been signed by a person authorized to act on behalf of or for the Bidder; such a Bidder will be excluded from participation in the Tender Procedure without delay. Consequently, any disqualified bid will not be further assessed and evaluated.

The commission for opening the envelopes will write a protocol detailing the opening procedure, pursuant to Section 73, of the Public Contracts Act.

In case there has been only one bid submitted, the commission will not open the envelope with this single bid, pursuant to provisions of Section 71, subsection 7, of the Public Contracts Act.

6.6.3 Evaluation of Qualification of the Bidders and Evaluation of the Bids

The commission will evaluate how the Bidder has proved fulfilment of the qualification criteria, as defined in the qualification requirements specified by the Contracting Authority in the Tender Documents herein; pursuant to provisions of Section 59 of the Public Contracts Act.

The Contracting Authority may ask the Bidder to provide a clarification, in written form, of the submitted information or documents; or to submit other additional information or documents proving fulfilment of the qualifications.

Any Bidder who does not fulfil the qualification criteria to the requested extent will be disqualified from participating in the Tender procedure; pursuant to provisions of Section 60 of the Public Contracts Act.

The evaluation commission will assess the Bid according to the procedure stipulated in Section 76 of the Public Contracts Act. The evaluation commission will not assess and evaluate bids disqualified during the envelope opening procedure, or bids disqualified from participation in the Tender Procedure by the Contracting Authority because of insufficient qualifications. Should the bid not comply with the relevant legal requirements, and not meet the requirements specified by the Contracting Authority, it will be excluded, and the relevant Bidder disqualified without delay. Once the bid is disqualified, the evaluation commission will not further assess and evaluate it.

7. Evaluation of the Bids, Notification about Selection of the Most Suitable Bid

7.1 Evaluation Criteria and Method of Evaluation of the Bids

Once the assessment of the bids is completed, the evaluation commission will evaluate the bids in accordance with the evaluation criterion and procedure specified below.

THE LOWEST BID PRICE is the principal evaluation criterion for awarding the Public Contract; pursuant to Section 78, subsection 1 b) of the Public Contracts Act.

The Bidder will specify the information about the bid price on the Cover Page of the Bid and in each prepared corresponding article of the contract.

Foreign Bidders will specify the bid price as the price in EUR excluding value added tax on the Cover Page of the Bid. Bidders based in the Czech Republic will specify the bid price broken down as follows: price in EUR excluding VAT, VAT rate in %, total VAT in EUR and the total sum in EUR including VAT.

The bid price must be final, the highest permissible, including all fees, licences and expenses incurred in relation to fulfilment of the bid. The bid price information stated on the "Cover Page of the Bid" and in the Contract must be identical, otherwise the terms and conditions of this part of the Tender Documents will not be met and the bid will be disqualified.

7.2. Notification about Selection of the Most Suitable Bid

The Contracting Authority will decide on the selection of the most suitable bid submitted by a Bidder, whose bid has been evaluated as the bid offering the lowest price.

Upon completion of the bid evaluation procedure, the Contracting Authority will notify the Bidders about selection of the most suitable bid, pursuant to Section 81, of the Public Contracts Act.

7.3 Reserved Rights of the Contracting Authority

The Contracting Authority reserves the right to check the accuracy of the data declared by the Bidder.

The Contracting Authority reserves the right to cancel the Tender Procedure, pursuant to the provision of Section 84, subsection 2 e), of the Public Contracts Act, provided the Contracting Authority does not obtain funds from the state budget to finance the given project, a part of which is this Public Tender.

In Pilsen on: 11.10.2013



12. 72
.....
doc. PaedDr. Ilona Mauritzová, Ph.D.
Rector
University of West Bohemia in Pilsen

Annex no. 1 to Tender Documents

Cover Page of the Bid

BASIC INFORMATION:

Title of the Public Contract: Delivery of a Universal Deposition Vacuum System for the NTIS Project

Contracting authority: University of West Bohemia in Pilsen

Identification no.: 49777513

Registered office: Univerzitní 8, 306 14 Plzeň, Czech Republic

Persons authorized to act on behalf

of the Contracting Authority: doc. PaedDr. Ilona Mauritzová, Ph.D., Rector

Bidder: [TO BE COMPLETED BY THE BIDDER]

Address: [TO BE COMPLETED BY THE BIDDER]

Identification no.: [TO BE COMPLETED BY THE BIDDER]

Tax identification no.: [TO BE COMPLETED BY THE BIDDER]

Person authorized to act on behalf

of the Bidder: [TO BE COMPLETED BY THE BIDDER]

Bank: [TO BE COMPLETED BY THE BIDDER]

Authorized representatives: [TO BE COMPLETED BY THE BIDDER]

BID PRICE – FOREIGNER BIDDER

	No. of units	Price in EUR excluding value added tax
Bid price for delivery of a universal deposition vacuum system	1 unit	[TO BE COMPLETED BY THE BIDDER]

BID PRICE – BIDDER BASED IN THE CZECH REPUBLIC:

	No. of units	Price in EUR excl. VAT	VAT in %	VAT in EUR	Price in EUR incl. VAT
Bid price for delivery of a universal deposition vacuum system	1 unit	[TO BE COMPLETED BY THE BIDDER]	[TO BE COMPLETED BY THE BIDDER]	[TO BE COMPLETED BY THE BIDDER]	[TO BE COMPLETED BY THE BIDDER]

Date [TO BE COMPLETED BY THE BIDDER]

.....
 [TO BE COMPLETED BY THE BIDDER –
 business name + person authorized to act on behalf of the Bidder]

Annex no. 2 to Tender Documents

**Declaration on Word of Honour
to Demonstrate that the Basic Qualification Criteria Have Been Met**

For the Public Contract
Delivery of a Universal Deposition Vacuum System for the NTIS Project

Bidder : TO BE COMPLETED BY THE BIDDER
Address: TO BE COMPLETED BY THE BIDDER
Identification no.: TO BE COMPLETED BY THE BIDDER
Tax identification no.: TO BE COMPLETED BY THE BIDDER

I hereby declare on my word of honour that:

pursuant to Section 53, subsection 1 (c): - in the past three years, the supplier has not engaged in unfair competition practices, in the form of bribery, under Section 49, of the Commercial Code,

pursuant to Section 53, subsection 1 (d): - in the past three years, the supplier has not been subject to insolvency proceedings involving its assets, in which a declaration of bankruptcy has been issued, or the insolvency petition has not been rejected due to a lack of assets on the part of the supplier to cover the costs of insolvency proceedings; or the pending bankruptcy process has not been cancelled because of the supplier's insufficient property; or the supplier has not gone into receivership under special legal regulations,

pursuant to Section 53, subsection 1 (e): - the supplier is not being wound up,

pursuant to Section 53, subsection 1 (f): - the supplier has no outstanding tax arrears relating to the excise tax registered in tax records, either in the Czech Republic or in the country of the registered office, place of business or residence of the supplier,

pursuant to Section 53, subsection 1 (g): - the supplier has no outstanding arrears in respect of payments and penalties of public health insurance, either in the Czech Republic or in the country of the registered office, place of business or residence of the supplier,

pursuant to section 53, subsection 1 (i): - in the past three years, the supplier has not been lawfully disciplinarily punished, nor has the supplier become a subject of a lawful disciplinary measure under special legal regulations; this applies to cases where demonstration of professional qualifications under separate legal regulations is required pursuant to Section 54(d). The same applies to an authorized representative, and to any other persons responsible for the activity of the supplier,

pursuant to Section 53, subsection 1 (j): - the supplier is not listed in the register of suppliers banned from participating in the performance of public contracts,

pursuant to Section 53, subsection 1 (k): - in the past three years there has been no penalty lawfully imposed on the supplier for allowing illegal work under separate legal regulations.

Date [TO BE COMPLETED BY THE BIDDER]

.....
[[TO BE COMPLETED BY THE BIDDER –
business name + person authorized to act on
behalf of the Bidder]

]

Annex no. 3 to Tender Documents

Declaration on Word of Honour
Confirming Economic and Financial Eligibility

For the Public Contract

Delivery of a Universal Deposition Vacuum System for the NTIS Project

1. Identification of Bidder:

Name / business name:

[TO BE COMPLETED BY THE BIDDER]

Place of business / registered office:

[TO BE COMPLETED BY THE BIDDER]

Identification no.:

[TO BE COMPLETED BY THE BIDDER]

2. Declaration on Word of Honour:

The Bidder hereby declares that:

it is economically and financially eligible to supply the said Public Contract in accordance with the Public Contracts Act no. 137/2006, Coll., Section 50, subsection 1 (c).

3. Signature of the Bidder / person authorized to act on behalf of the Bidder:

Date [TO BE COMPLETED BY THE BIDDER]

.....
[TO BE COMPLETED BY THE BIDDER]
business name + person authorized to act on
behalf of the Bidder]

Annex no. 4 to Tender Documents

List of Major Contracts

For the Public Contract

Delivery of a Universal Deposition Vacuum System for the NTIS Project

1. Identification of Bidder:

Name / business name:

TO BE COMPLETED BY THE BIDDER

Place of business / registered office:

TO BE COMPLETED BY THE BIDDER

Identification no.:

TO BE COMPLETED BY THE BIDDER

2. List of major contracts delivered by the Bidder in the past three (3) years:

The Bidder hereby declares that in the past three (3) years the Bidder successfully delivered the below contracts as specified:

No.	Purchaser (company or name, address, country, identification no.)	Contract identification (subject matter of the contract)	Date of delivery (month/year)	Contract value excl. VAT (exceeds the minimum requested value)
				Yes
				Yes

Furthermore, the Bidder declares that enclosed to the List are:

- a certificate issued or signed by a public contracting authority (if the goods were provided to a public contracting authority), or
- a certificate issued by another entity (if the goods were provided to an entity other than a public contracting authority), or

- a contract entered into with another entity and a document evidencing the delivery of the goods, if the certificate cannot be obtained from this entity for reasons on their part).

3. Signature of the Bidder / person authorized to act on behalf of the Bidder:

Date [TO BE COMPLETED BY THE BIDDER]

.....
[TO BE COMPLETED BY THE BIDDER
business name + person authorized to act on
behalf of the Bidder]

Annex no. 5 to Tender Documents

Declaration on Word of Honour no. 1

For the Public Contract

Delivery of a Universal Deposition Vacuum System for the NTIS Project

1. Identification of Bidder:

Name / business name:

[TO BE COMPLETED BY THE BIDDER]

Place of business / registered office:

[TO BE COMPLETED BY THE BIDDER]

Identification no.:

[TO BE COMPLETED BY THE BIDDER]

2. Declaration on Word of Honour:

The Bidder hereby declares that

- a) it has become acquainted, to the full extent, with the terms and conditions of the Tender, and it has studied all the documents and other facts essential for the Tender herein;
- b) information, declarations and other facts stated in the said bid are complete and true;
- c) it has clarified all disputable provisions or ambiguities before submitting the bid;
- d) it agrees with the terms and conditions of the Tender and respects them;
- e) neither the Bidder, nor any person close to the Bidder, no employee of the Bidder or its subcontractor, no person close to the subcontractor or an employee of the subcontractor, have participated in the preparation of the Tender Documents;
- f) it has not prepared the bid in coordination with another supplier submitting its bid.

3. Signature of the Bidder / person authorized to act on behalf of the Bidder:

Date **[TO BE COMPLETED BY THE BIDDER]**

.....
**[TO BE COMPLETED BY THE BIDDER –
business name + person authorized to act on
behalf of the Bidder]**

Annex no. 6 to Tender Documents: Mandatory Draft of the Purchase Contract

PURCHASE CONTRACT

between

[TO BE COMPLETED BY THE BIDDER]

and

University of West Bohemia in Pilsen

PURCHASE CONTRACT

(hereinafter referred to as the "Contract")

Entered into pursuant to the Commercial Code, Act no. 513/1991, Coll., as amended

I. Contracting Parties

1.1. Purchaser: University of West Bohemia in Pilsen

Address: Univerzitní 8, 306 14 Plzeň, Czech Republic

Represented by: Doc. PaedDr. Ilona Mauritzová, Ph.D., Rector

Bank: Komerční banka a.s., Plzeň-město

Account no.: 4811530257/0100

Identification no.: 49777513

Tax identification no.: CZ49777513

(hereinafter referred to as the "Purchaser") as one Contracting Party

and

1.2. Seller: [TO BE COMPLETED BY THE BIDDER]

Address: [TO BE COMPLETED BY THE BIDDER]

Represented by: [TO BE COMPLETED BY THE BIDDER]

Bank: [TO BE COMPLETED BY THE BIDDER]

Account no.: [TO BE COMPLETED BY THE BIDDER]

Identification no.: [TO BE COMPLETED BY THE BIDDER]

Tax identification no.: [TO BE COMPLETED BY THE BIDDER]

Registered in the commercial register of [TO BE COMPLETED BY THE BIDDER], section [TO BE COMPLETED BY THE BIDDER], insert [TO BE COMPLETED BY THE BIDDER]

(hereinafter referred to as the "Seller") as the other Contracting Party

(together also referred to as the "Contracting Parties")

Enter into the following Contract based on the result of the Tender for the Public Contract entitled
"Delivery of a Universal Deposition Vacuum System for the NTIS Project":

II. Subject of the Contract

- 2.1.** The Seller undertakes, within the scope, and pursuant to the terms and conditions of the Contract herein, to supply a new fully-functional and complete delivery of a **Universal Deposition Vacuum System, including all required components**; also including relevant full-fledge software for at least one computer, the said computer to be part of the delivery, equipped with an operational system including the software license (hereinafter referred to as the “Goods”) to the Purchaser, and to transfer the ownership rights to the Goods to the Purchaser. The Goods is specified in detail in **Annex no. 1** to this Contract and forms its integral part.
- 2.2.** The Seller’s commitment also includes transportation of the Goods to the place of delivery pursuant to Article III herein including possible insurance of the Goods during transportation; installation of the Goods and its setting into operation; the duty to demonstrate, to the Purchaser, all the required functions and parameters of the Goods pursuant to Annex no. I herein. The Purchaser has the right not to accept the Goods, should the Seller fail to demonstrate duly and properly all the required functions and parameters of the Goods pursuant to Annex no. I herein.
- 2.3.** The Seller is also obliged to carry out training of operation staff members, in the place of delivery, and within the period stipulated in Section 3.1 herein. The scope of the training shall be at least eight (8) hours for each operation staff member, with the minimum of two (2) operation staff members undergoing the training. In the training, the operation staff will learn, to the full extent, how to operate the Goods, and all other parts delivered with the Goods; and also how to use the software delivered.
- 2.4.** The Purchaser undertakes to accept the Goods supplied by the Seller under the terms and conditions specified in Sections 2.2 and 2.3 herein, and to pay the stipulated purchase price for the Goods to the Purchaser using the payment method, and by the due date, stipulated herein.

III. Time and Place of Delivery, Use of Software

- 3.1.** The Seller undertakes to fulfil the subject matter of the Contract herein by the following deadlines (milestones) at the latest:
- The Seller is committed to submit the manufacturing drawings of the Goods to the Purchaser within six (6) weeks for Purchaser’s approval;
 - The Seller is committed to deliver the Goods to the Purchaser within twenty-four (24) weeks after written approval of the manufacturing drawings at the latest;
 - The Seller is obliged, within four (4) weeks after the delivery of the Goods to the place of delivery at the latest, to assemble the Goods, set the Goods into operation, demonstrate all the required functions and parameters, and train relevant employees/operation staff members in use of the Goods; all in the extent specified in the terms and conditions of the Tender and in the Contract herein.
- 3.2.** The place of delivery is University of West Bohemia in Pilsen, Univerzitní 22, Plzeň
- 3.3.** Should the Seller be in delay fulfilling the obligations pursuant to Article III, Section 3.1 of the Contract herein, the Purchaser will be entitled to request the Seller to pay a contractual penalty of 0.05% of the purchase price for every breach of duty, and for every, even incomplete, day of the delay; the right of the Purchaser to request damages will not be prejudiced. The total amount of the penalty is limited to 5% of the purchase price.
- 3.4.** The Seller undertakes, pursuant to the Contract herein, to transfer to the Purchaser the title to exercise the rights for the use of computer software within the scope necessary for the proper and full use of the Goods, on the day of transfer of the Goods to the Purchaser. The right to use the

software – the licence – is granted without any time and territorial limits; the compensation for the granted license is included in the purchase price of the Goods, it is transferrable with the right to sublicense, and can be passed to a third party without consent of the Seller. The Purchaser is not obliged to use this license.

- 3.5. The Seller declares that it is authorized to grant such a license to the Purchaser, that there are no limitations imposed by third parties, and that the relevant software is not subject to any rights of third parties pursuant to the Copyright Act no. 121/2000, Coll., as amended, or any other regulations. Should the rights of the Purchaser be limited by a third party, or should a third party prevent the Purchaser from proper exercise of these rights, the Seller undertakes to stop such behaviour at its own expense and to compensate the Purchaser for possible damage
- 3.6. Should the declaration stated by the Seller in Section 3.5 of the document herein turn out to be untrue, or the license is, contrary to the declaration of the Seller, invalid or insufficient, the Purchaser will be entitled to charge the Seller a contractual penalty of 1.5% of the purchase price; this will not prejudice the Purchaser's right to claim damages. In such a case, the Purchaser will also be entitled to request the Seller to obtain the appropriate license additionally; if the Seller fails to meet such an obligation within 30 days after receiving the request from the Purchaser, the Purchaser will be entitled to terminate the Contract.

IV.

Price and Payment Terms

- 4.1. The purchase price for the Goods was stipulated based on an agreement of the Contracting Parties and results from the price bid submitted by the Seller calculated for the purposes of the Tender concerning the delivery of the subject matter of this contract
- 4.2. **A: [SELLER BASED IN THE CZECH REPUBLIC¹]** The purchaser undertakes to pay the Seller for the supplied Goods the stipulated **purchase price of EUR [TO BE COMPLETED BY THE BIDDER] excluding VAT** (in words: **[TO BE COMPLETED BY THE BIDDER] Euro**),
VAT is **[TO BE COMPLETED BY THE BIDDER]%**,
VAT is **EUR [TO BE COMPLETED BY THE BIDDER]** (in words: **[TO BE COMPLETED BY THE BIDDER] Euro**), **the purchase price including VAT is EUR [TO BE COMPLETED BY THE BIDDER]** (in words: **[TO BE COMPLETED BY THE BIDDER] Euro**).
- B: [FOREIGNER SELLER¹]** The purchaser undertakes to pay the Seller, in a proper and timely manner, for the supplied Goods the **purchase price of EUR [TO BE COMPLETED BY THE BIDDER] excluding VAT** (in words: **[TO BE COMPLETED BY THE BIDDER] Euro**).
- : **[the Bidder will choose one of the alternatives in accordance with the information stated in Section 5.2 of the Tender Documents]**
- The applicable VAT will be paid by the Purchaser, as assessed by the Purchaser.**
- 4.3. The purchase price is stipulated as the highest possible price including all fees and any other costs associated with the supply of the Goods pursuant to this Contract. The price includes in

¹ The Bidder will choose one of the alternatives, either Alternative A or Alternative B, and use the chosen alternative in its Draft Contract; the second alternative will be left out of the Draft Contract.

particular transportation as well as relevant insurance, duties, assembly, installation of the Goods and its setting into operation; demonstration of all the required functions and parameters of the Goods as specified in Annex I of the Contract herein, and also training of the operation staff members to the extent stipulated in Section 2.3 herein, and other costs associated with obtaining of certificates of conformity, certificates, attests and transfer of rights.

- 4.4. The Purchaser will settle the purchase price in EUR (Euro) against tax documents - invoices made out by the Seller as follows:

The Purchaser will pay the price for the delivery of the System under the Contract in three (3) instalments:

- 50% of the total purchase price will be settled after the Purchase Contract is signed by authorized representatives of the two Contracting Parties, the following documents will be submitted:
 - invoice for advance payment (one original and one additional copy),
 - one original copy of the Purchase Contract signed by authorized representatives of the two Contracting Parties.
- 40% of the total purchase price following proper delivery of the System to the Purchaser to the place of delivery, the following documents will be submitted:
 - invoice (one original and one additional copy),
 - one original copy of the Acceptance Protocol confirming delivery of the System to the Purchaser to the place of delivery, signed by authorized representatives of the two Contracting Parties.
- 10% of the total purchase price following proper assembling of the System, i.e. the System will be put into operation, all required functions and parameters will be demonstrated, and relevant employees/staff members will be trained to use the System, as, and to the extend, detailed in the Tender Documents and in the Article II of the Contract. The following documents will be submitted:
 - invoice (one original and one additional copy),
 - one original of the Acceptance Protocol confirming commissioning of the system, and one original of the Protocol on staff training, both Protocols will be signed by authorized representatives of the two Contracting Parties.

A tax document – the invoice must contain all elements of a proper accounting and tax document pursuant to the relevant legislation, namely the Value Added Tax Act no. 235/2004, Coll., as amended. The Purchaser will be entitled to return an invoice missing the relevant elements to the Seller to be amended before its due date, and the Purchaser will not be in delay with the payment in such a case. The payment period will start again after the duly amended or corrected invoice is received by the Purchaser.

The invoice will be due 30 days after it is demonstrably received by the Purchaser.

Should the Purchaser be in default with payment of the invoice, the Seller will be entitled to request an interest on late payment of 0.05% of the amount due for every, even incomplete, day of the delay from the Purchaser. The interest on late payment will not be charged, if the payment is postponed due to deferred allocation of funding from the Operational Programme RDI.

The Purchaser will be entitled to off-set any contractual penalties that the Seller is obliged to pay, against the invoiced amount.

V.

Rights and Obligations of the Contracting Parties

- 5.1.** The Seller will be obliged to deliver the Goods in the agreed quantity, quality and design. All the Goods supplied to the Purchaser according to this Contract must meet the qualitative requirements as stipulated herein.
- 5.2.** The Seller will be obliged to supply to the Purchaser Goods free of any defects and according to the terms and conditions stipulated herein. The Acceptance Protocol certifying the handover of Goods may not be signed before a complete delivery of Goods is supplied to the Purchaser, including relevant installation tasks and services stipulated herein. The Purchaser will be entitled to reject defective Goods.
- 5.3.** The Seller will be obliged to supply exhaustive technical and other documents necessary for the use of the Goods to the Purchaser together with the Goods including instructions for use in the English or Czech language.
- 5.4.** The Seller is obliged to immediately inform the Purchaser about possible risk that the deadline will not be met, and about any circumstances that might prevent the Goods from being delivered.
- 5.5.** The Seller is obliged to maintain appropriate qualifications, demonstrated in the course of the Tender preceding this Contract, throughout the entire duration of the Contract. If this provision is breached, the Purchaser will be entitled to terminate this Contract.
- 5.6.** The Seller is not entitled to assign any rights or obligations arising from this Contract to a third party without obtaining a previous written consent of the Purchaser.
- 5.7.** The Seller agrees that any receivables that may be claimed from the Purchaser and that come to existence based on this Contract may not be assigned or set off by a unilateral legal act.
- 5.8.** The Seller will be liable to the Purchaser for any damage caused by violation of duties stipulated in this Contract or obligations stipulated by generally binding legal regulations.
- 5.9.** The Contracting Parties agreed, and the Seller determined, that the person authorized to act on behalf of the Seller in matters relating to the Contract herein and its execution is:

Name: **TO BE COMPLETED BY THE BIDDER**

E-mail: **TO BE COMPLETED BY THE BIDDER**

Phone: **TO BE COMPLETED BY THE BIDDER**

The Seller acknowledges that requests for any service tasks to be carried out within the guarantee period pursuant to Section 6.2 herein will also be addressed to this contact person. The Purchaser must always be immediately informed in writing about any personnel changes concerning this position; such a change becomes effective at the moment of delivery of the written notice to the Purchaser.

- 5.10.** The parties agreed, and the Purchaser determined, that the persons authorized to act on behalf of the Purchaser in matters relating to the Contract herein and its execution are:

Name: Ing. Jiří Čapek, Ph.D.

Email: jcapek@kfy.zcu.cz

Phone: +420 377 632 275, +420 777 664 139

Name: doc. RNDr. Karel Rusňák, CSc.

Email: rusnakk@kfy.zcu.cz
Phone: +420 377 632 203, +420 774 581 721

- 5.11.** All correspondence, instructions, notices, requests, notes and other documents made out by the Contracting Parties based on this Contract or in relation to it will be made out in writing in Czech or in English language and will be delivered either in person or by registered mail, fax or e-mail to the mailing addresses of the personnel authorized pursuant to this Contract and to their attention.
- 5.12.** The Seller acknowledges that, pursuant to the Financial Control in Public Administration Act no. 320/2001, Coll., Section 2 (e), the Seller is a person obliged to cooperate in exercising financial control. A controlling body of the Operational Programme RDI will be authorized to perform an audit and access those parts of the bid, Contract and relating documents that are subject to protection according to special legal regulations (such as trade secrets, proprietary information) for a period of three years after the operational programme is closed, provided that the requirements defined by the law (for example, the State Control Act no. 552/1991, Coll., Section 11 (c) and (d) and Section 12, subsection 2 (f)) are met. The controlling body of the Operational Programme RDI is similarly authorized to perform an audit at the Seller's subcontractors..
- 5.13.** The Seller will be obliged to properly maintain all documents relating to the execution of the subject matter of the Contract, including accounting books, for at least three years after the OP RDI project is closed, i.e. at least until 2021. During the same time period, the Seller will be obliged to provide requested information and documents to the employees or agents of bodies authorized to audit projects performed under OP RDI and will be obliged to create conditions for these personnel to be able to carry out the audit of the project implementation and cooperate in the audit.
- 5.14.** The Seller will be obliged to observe all the commitments contained in the Tender Documents and in its bid submitted to the tender before this Contract was signed.
- 5.15.** The Seller acknowledges and agrees that this Contract will be made public on the Purchaser's website pursuant to the Public Contracts Act, Section 147 (a), and that the actual price paid for the supply of the subject matter of the Contract will also be made public by the deadlines and in a manner defined by the Public Contracts Act? Section 147 (a).

VI.

Guarantee on the Goods

- 6.1.** The Seller assumes a guarantee on the Goods for the minimum period of 12 months. The guarantee period starts on the day the Goods is delivered to the Purchaser, i.e. on the day the Acceptance Protocol confirming delivery and receipt of the Goods is signed.
- 6.2.** The Purchaser is obliged to inform the Seller about any defects covered by the guarantee as soon as they are identified. The Seller will carry out any repairs covered by the guarantee free of charge and without undue delay, taking into consideration the nature of defect, but no later than within three (3) weeks, unless stipulated otherwise in writing or unless the situation specified in Article 6.6 of the Contract herein occurs. Should the Seller fail to meet the defined (or otherwise stipulated) deadline for repair under guarantee, the Purchaser will be entitled to request a contractual penalty of 0.05% of the purchase price from the Seller for every day of delay in performing this obligation; this will not prejudice the Purchaser's right to claim full damages.
- 6.3.** If a defect is identified in the course of the guarantee period, the guarantee period will be extended by the time elapsed between the moment when the Purchaser reports the defect to the Seller and its removal by the Seller.

- 6.4. The claims may be raised by the last day of the guarantee period at the latest; also claims mailed on the last day of the guarantee period will be considered duly raised claims.
- 6.5. The guarantee does not cover defects caused by unprofessional manipulation with or mechanical damage of the Device by the Purchaser.
- 6.6. Should there be a necessity to transport the Device to the producer's premises for removal of any defect, the Seller is obliged to meet the deadline of a maximum of three (3) weeks allowed for repairs of the Device, unless stipulated otherwise in writing, the period will start on the day when the Device is taken over by the Seller.
- 6.7. In case the Seller is delayed and does not meet the deadline stipulated in Article 6.6 of the Contract herein, the Seller undertakes to pay a contractual penalty of 0.05% of the purchase price for every, even incomplete, day of the delay to the Purchaser; this will not prejudice the Purchaser's right to claim damages.
- 6.8. The total amount of the contractual penalty for the violation of the obligations stipulated in Article VI herein will be limited to 5% of the purchase price.

VII.

Validity and Effect of the Contract

- 7.1. The Contract becomes valid and effective on the day it is signed by authorized representatives of the two Contracting Parties.
- 7.2. The Contract can only be terminated for reasons stipulated in the Contract or specified by law.
- 7.3. A Contracting Party affected by the other party's failure to meet its obligation may unilaterally terminate this Contract for a gross violation of the Contract; in particular, the following will be considered a gross violation of this Contract:
 - a) Purchaser's failure to pay the purchase price in accordance with this Contract within 60 days after the due date of a relevant invoice;
 - b) Seller's failure to duly deliver the Goods, or even part of the Goods, on the agreed date;
 - c) Seller's failure to supply Goods possessing the characteristics declared by the Seller in this Contract;
 - d) Seller's failure to start dealing with a claim to remove any defects on time pursuant to Article 6.2 herein, i.e. for more than thirty (30) calendar days;
 - e) Seller's failure to provide correct information or documents indicative of the actual situation in the Bid that had been submitted to the Tender before this Contract was signed, which have or could have affected the result of the Tender.
- 7.4. Once the Contract becomes ineffective, all and any obligations of the Contracting Parties arising from this Contract will cease to exist. The ineffectiveness or termination of the Contract will not affect the existence of the right to claim damages and contractual penalties in case of violation of the contractual obligations existing before the Contract becomes ineffective, and obligations of the Contracting Parties that are to survive this Contract by their nature (namely the obligations stipulated in Articles 5.13 and 5.15 herein) or by law.

VIII.

Closing Provisions

- 8.1. The relationship between the Parties will be governed by Czech law. Unless expressly stipulated otherwise in the Contract, the relationships that come to existence based on this Contract and arising from this Contract are governed by the relevant provisions of the Commercial Code, Act no. 513/1991, Coll., as amended, and other applicable laws.
- 8.2. All and any changes and amendments to the Contract may only be made by a written agreement of the Contracting Parties and must respect provisions of the Public Contracts Act, Section 82, subsection 7. Such agreements must be in the form of numbered amendments to the Contract signed by both Parties and dated.
- 8.3. If any of the Parties is unable to duly perform this Contract due to circumstances preventing it from doing so, the Party will be obliged to inform the other Party about the fact without undue delay and initiate a meeting of the Purchaser's and Seller's representatives.
- 8.4. If a reason causing one provision to be invalid only affects a certain provision of the Contract, only this particular provision will be invalid, unless its nature or the circumstances under which it was stipulated indicate that it is not severable from the rest of the Contract.
- 8.5. The Contracting Parties will always strive to reach amicable settlement of possible disputes arising from the Contract. Possible disputes arising from this Contract will be resolved in accordance with the valid laws by local authorities with appropriate competences in the Czech Republic. In accordance with the Civil Procedure Code, Act no. 99/1963, Coll., Section 89(a) as amended, the Contracting Parties stipulate that disputes arising from this Contract or relating to this Contract will be resolved by the district court (Okresní soud Plzeň – město) or regional court in Pilsen (Krajský soud v Plzni).
- 8.6. The Contract is made out in four (4) identical copies, each of which is valid as original. Each of the Contracting Parties will receive two (2) identical copies.
- 8.7. The following annexes form an integral part of the contract:
- Annex no. 1 – Detailed Technical Specification of the Goods;
- 8.8. The Contracting Parties declare that they have read the Contract before signing, and agree with its content without any reservations. The Contract expresses their sincere, real, free and serious will. To demonstrate that these statements are authentic and true, the authorized representatives of the Contracting Parties attach signatures in their own hand.

In Pilsen

on [TO BE COMPLETED BY THE BIDDER]

Date

Date [TO BE COMPLETED BY THE BIDDER]

On behalf of the Purchaser:

On Behalf of the Seller:

University of West Bohemia in Pilsen [TO BE COMPLETED BY THE BIDDER]

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

.....
[TO BE COMPLETED BY THE BIDDER]

Rector

[TO BE COMPLETED BY THE BIDDER]



Annex no. 1 to the Contract – Detailed Technical Specification of the Goods

The Bidders are obliged to state technical parameters for the Goods that are to be purchased as specified in Article 2.2 of the Tender Documents; information may be extended by a specification of the supplied Device; however, it must comply with the Tender Documents.

Annex no. 7 to Tender Documents

Declaration on Word of Honour Confirming Non-existence of Conflict of Interest

For the Public Contract

Delivery of a Universal Deposition Vacuum System for the NTIS Project

1. Identification of Bidder:

Name / business name:

[TO BE COMPLETED BY THE BIDDER]

Place of business / registered office:

[TO BE COMPLETED BY THE BIDDER]

Identification no.:

[TO BE COMPLETED BY THE BIDDER]

2. Declaration on Word of Honour:

The Bidder hereby declares that, within the scope of its operation, there exist no circumstances resulting in conflict of interest as stipulated in the Tender Documents for the Public Tender herein.

3. Signature of the Bidder / person authorized to act on behalf of the Bidder:

Date [TO BE COMPLETED BY THE BIDDER]

.....
[TO BE COMPLETED BY THE BIDDER –
business name + person authorized to act on
behalf of the Bidder]

Annex no. 8 to Tender Documents

List of Subcontractors

For the Public Contract

Delivery of a Universal Deposition Vacuum System for the NTIS Project

1. Identification data of the Bidder:

Name / business name: [TO BE COMPLETED BY THE BIDDER]

Place of business / address: [TO BE COMPLETED BY THE BIDDER]

Identification no.: [TO BE COMPLETED BY THE BIDDER]

2. List of Subcontractors

The Bidder is to perform the tasks below using the services of the listed subcontractors. The Bidder must fill into the form all the tasks that are intended to be performed by the subcontractors. The Bidder must designate the individual tasks with a sequential number and specify, in sufficient detail, which tasks are to be carried out, and provide sufficient identification data for the subcontractors.

No.	Task description	Identification data of the subcontractor (name/business name, place of business/registered office, identification no., telephone/fax number, email)

3. Signature of the Bidder / person authorized to act on behalf of the Bidder:

Date [TO BE COMPLETED BY THE BIDDER]

.....
[TO BE COMPLETED BY THE BIDDER]
– business name + person authorized to act on
behalf of the Bidder

Annex no. 9 to Tender Documents

Documents Enclosed pursuant to the Public Contracts Act, Section 68, subsection 3

For the Public Contract

Delivery of a Universal Deposition Vacuum System for the NTIS Project

1. Identification of Bidder:

Name / business name:

[TO BE COMPLETED BY THE BIDDER]

Place of business / registered office:

[TO BE COMPLETED BY THE BIDDER]

Identification no.:

[TO BE COMPLETED BY THE BIDDER]

- a) The Bidder submits the following list of statutory bodies or members of statutory bodies who were employed by the Contracting Authority, held a position, or had any similar relationship with the Contracting Authority in the three years prior to the deadline for submitting the bids:

[TO BE COMPLETED BY THE BIDDER]

- b) The Bidder submits a list of its shareholders the total nominal value of whose shares exceeds 10% of the registered capital as of the date of submitting the bids:

[TO BE COMPLETED BY THE BIDDER; if the Bidder is not a joint stock company, this field will remain empty]

- c) The Bidder hereby declares that it has not entered and will not enter into any prohibited agreement as specified by special legal regulations, or pursuant to the Protection of Competition and Amendments to Some Laws Act no. 143/2001 Coll., as amended, in relation to the Tender herein

2. Signature of the Bidder / person authorized to act on behalf of the Bidder:

Date [TO BE COMPLETED BY THE BIDDER]

.....
[TO BE COMPLETED BY THE BIDDER -
business name + person authorized to act on
behalf of the Bidder]