



Tender Dossier

pursuant to section 44 of the Act No. 137/2006 Sb., on Public Contracts Act, as amended

Name of the public contract:

Equipment for Development of Incremental Forming



ZÁPADOČESKÁ
UNIVERZITA
V PLZNI

**open above-the-threshold
procedure for the award of
public supply contract**

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1. Information about the Contracting Authority for the Public Contract

Contracting Authority for the public contract:

Name:	University of West Bohemia in Pilsen
Registered office:	Univerzitní 8, Plzeň, 306 14, Czech Republic
Acting through:	doc. PaedDr. Ilona Mauritzová, Ph.D., the Rector
Registration no.:	497 77 513

Additional information:

Name of the public contract:	Equipment for Development of Incremental Forming
Contract registration number:	367135

Representative of the Contracting Authority – an entity authorized to organize the contract award procedure pursuant to section 151 of the Act No. 137/2006 Sb., on Public Contracts Act, as amended:

Name:	JUDr. Daniel Volopich, attorney-at-law JUDr. Tomáš Tomšíček, attorney-at-law attorneys-at-law operating in the association Advokátní kancelář Volopich, Tomšíček & spol.
Registered office:	Plzeň, Vlastina 23, postal code: 323 00, Czech Republic
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2. Preamble

This public contract is awarded by an authority awarding the public contract (hereinafter referred to as “the **Contracting Authority**”) in accordance with the Act No. 137/2006 Sb., **Public Contracts Act** (hereinafter referred to as “the **PCA**”), as amended.

The tendering procedure is also governed by the Rules for Selection of Contractors in the Operational Programme Research and Development for Innovation (hereinafter referred to as “**OP RDI**”) included in Annex 2 to the Guidelines for OP RDI Applicants and Beneficiaries, as amended.

Project Name: **Regional Technological Institute (RTI)**

Project No.: CZ.1.05/2.1.00/03.0093

In accordance with its estimated value, the present public contract is considered an above-the-threshold contract for supply, as defined in section 8 of PCA. The Contracting Authority shall award this above-the-threshold public contract in accordance with the procedure prescribed for awarding above-the-threshold public contracts.

Should the term “Tenderer” be used in this Tender Dossier, it shall also refer to situations, in which the PCA uses the term “economic operator”.

This tender dossier will be published in whole from the date the contract notice is published on the Contracting Authority’s profile: <https://profilzadavatelezapadoceskauniverzitauplzni49777513.allycon.eu/>.

Pursuant to the provisions of Section 86 of the Public Contracts Act, this public contract has been made known by sending the prior information notice for publication in the Tenders Electronic Daily – CZ on 16 September 2013.

The information and data provided in this Tender Dossier and the annexes hereto define the Contracting Authority’s mandatory requirements for processing the tender and performing the public contract. The Tenderer is obliged to respect these requirements in preparation of the tender and accept them in the tender. Failure to accept the Contracting Authority’s requirements stated in this Tender Dossier and annexes hereto will be viewed as a failure to meet the technical specifications and may be grounds for excluding the Tenderer from further participation in the contract award procedure.

The annexes are an integral part of the Tender Dossier. The Tender Dossier has been prepared in Czech and English languages. In the event of inconsistencies between the language versions, the Czech version shall prevail.

The Tenderer is entitled to request additional information on the technical conditions from the Contracting Authority. **In such case, the Tenderer shall send a written request for additional information to the representative of the Contracting Authority (as stated in point 1 of this Tender Dossier), instead the Contracting Authority itself, no later than six working days before the time limit for receipt of tenders.** The Contracting Authority shall publish the additional information on its profile page.

If the Contracting Authority refers in the Tender Dossier, on a very exceptional basis, to business names, titles or names and surnames, particular designations of products and services which are characteristic of a definite entity or its branch, patents and inventions, utility designs, industrial designs, trade marks or designations of origin, then, pursuant to section 44, subsection 11 of PCA, the Contracting Authority expressly accepts the use of other solutions equivalent in qualitative and technical terms.

3. Subject-matter of the public contract:

The subject-matter of the public contract is the **supply of Equipment for Development of Incremental Forming**. The equipment for development of incremental forming is to be used for flexible rolling of rotation-symmetric products with a variable cross-section. It shall allow manufacturing of cylindrical, conical and other pre-defined rotation-symmetric products with a straight longitudinal axis. The Contracting Authority requires a rolling process with three adjustable rolls offering variable controlled process conditions (temperature, rolling speed and others). The equipment shall consist of a complete, new, fully functional system, including the required software with a licence, ready for full use. (The “Equipment”).

The technical specifications of the Equipment below are stated **as the minimum requirements** to be met by the Equipment. If the Tenderer offers Equipment which does not meet the technical specifications below or fails to contain all components described below, the Tenderer shall be excluded from the contract award procedure on the grounds of a failure to meet the tender conditions defined by the Contracting Authority for the contract award procedure.

The Tender submitted by the Tenderer shall contain the **Annex 1 to the Binding Draft of Purchase Contract – Parameters of Goods Supplied** marked with the date and signed by the Tenderer or a person authorized to act on its behalf.

3.1. Technical Parameters of Equipment

The Contracting Authority Requires the Supply of the Following Equipment:

- The equipment shall be capable to be used for flexible rolling of rotation-symmetric products with a variable cross-section. It shall allow the manufacture of cylindrical, conical and other pre-defined rotation-symmetric products with a straight longitudinal axis. The Contracting Authority requires a rolling process with three adjustable rolls offering variable controlled process conditions (temperature, rolling speed and others).
- The Contracting Authority requires that the deliverable, the “**Equipment for Development of Incremental Forming**”, complies with specifications, parameters and properties (the technical parameters specified shall be considered the minimum requirements for the Equipment) described below and that it contains the following:

• KEY SPECIFICATIONS

- The system shall be intended for flexible rolling of longitudinal rotation-symmetric products with a variable cross-section of 11 – 30 mm diameter and a maximum length of 6000 mm.
- The Equipment should be capable of producing cylindrical, conical and other pre-defined rotation-symmetric shapes with a straight longitudinal axis.

• HEATING EQUIPMENT SPECIFICATIONS

- The Contracting Authority requires induction heating (material to be heated: steel).
- The heating device shall allow the stock to be heated to the forming temperature in synchronism with the rolling equipment.
- The heating temperature shall be controllable over the range of no less than 25-1250 °C.
- Heated stock diameter range: 12 – 30 mm.
- Heated stock length range: 500 – 1500 mm.
- Minimum output (for 30 mm-diameter bars): 400 kg/hour.
- Minimum installed medium-frequency power: 220 kW.

- The position of the heating device shall be adjustable along the longitudinal axis of the equipment.
- Temperature measurement shall be provided with two-colour pyrometers or other appropriate instruments.
- The permitted deviation from the reference temperature shall be no more than ± 5 °C along the longitudinal axis of the stock at the point of entry between rolls (in stock with a constant cross-section).

• INCREMENTAL ROLLING MILL SPECIFICATIONS

- Rolling mill with three adjustable rolls at temperatures ranging from the room temperature to 1250 °C.
- The range of initial diameters of stock shall be no less than 11-30 mm.
- The range of product diameters at the exit shall be no less than 11-30 mm.
- The minimum installed power shall be 3×15 kW.
- The rolling speed (axial) shall be adjustable in the range of 25-250 mm/s.
- The rolling mill shall be designed to sustain an operational load of no less than 10 tonnes of force per roll.
- The radial setting speed of each roll shall be no less than 3 mm/s.
- Capacity for rolling all metals and alloys.
- The ovality of final products (determined as the difference between the largest and the smallest diameter) shall be less than 1 % of the rolled product diameter (applies to cylindrical rolled products only).

• COOLING EQUIPMENT

- The system shall offer controlled and flexible means for controlling the microstructure evolution within the rolled product.
- The cooling nozzles shall be installed in a variable configuration in no less than four sections of the rolling device. The first section shall comprise the area just upstream of the rolling equipment, the second shall contain the rolls and the third is to be the area downstream of the rolling equipment.
- The location of the fourth section shall be variable, allowing the section to be placed within any other section in order to increase the cooling intensity. This configuration shall permit cooling of the rolled product in a controlled fashion synchronized with its movement at the exit from the rolling device and in accordance with the required temperature curve.
- The minimum required cooling rate is 30 K/s.
- The cooling medium shall be water. The Contracting Authority operates a water main of the following parameters:
 - cooling water temperature drop of 25/15 °C
 - maximum pressure of 3 bar
 - max. flow rate of 13 m³/h

• SPECIFICATIONS FOR DATA ACQUISITION

- All control parameters of the equipment shall be logged and stored during operation. These logs shall be available in a form, which may be exported to formats compatible with ordinary data processing programs (the CSV format as the required minimum). The following process

parameters shall be logged as the required minimum:

- temperatures in 4 locations (after passage through the heating device, in the front part of the rolling equipment, after the rolling equipment and after the cooling section)
 - diameter of the rolled product (laser measurement or another appropriate method)
 - roll torque
 - roll speeds
 - positions of rolls during rolling
- Synchronized data streams shall be available for other external measuring sensors or for synchronizing other inputs and outputs of external devices (e.g. high-speed or thermal imaging cameras).
 - The measured data for each rolled product shall be stored in a database.

• CONTROL SOFTWARE SPECIFICATIONS

- The Contracting Authority requires full-scale software (SW) with one licence for operating the equipment. In order to avoid any doubt, the Contracting Authority declares that the Equipment shall be supplied with a SW licence for both educational and commercial purposes.
- The control system shall include a user interface and a visualization function for the measured data.
- The entire equipment shall be operated using a central control system (automatic computer-based system). The Contracting Authority requires that process parameters are user-controllable.
- Two data entry methods shall be available: via the equipment's operator interface and by uploading from an external source.
- The equipment shall allow the data entered (through the operator interface) to be stored in a file or in the machine's memory and to be subsequently downloaded.
- The control system shall permit interventions and modifications for the purpose of development and optimisation of the process.
- The language of the equipment communication interface and software shall be Czech or English.

SPECIAL SPECIFICATIONS AND REQUIREMENTS

- Heating chamber (part of the final cooling section) with a temperature control range up to 550 °C and a capacity for at least one final rolled product.
- Temperature measurement in no less than four locations (as described in the Specifications for Data Acquisition) shall be provided using two-colour pyrometers or other appropriate instruments.
- The entry table with a minimum length of 2 m shall allow the stock to be fed either to the inductor for heating or directly to the rolling device (there must be an option to enter stock which was pre-heated in furnace in order to allow rolling of non-magnetic steels).
- Handling table for removing final products with lengths of 6 m and for their cooling down to room temperature.
This section of the equipment shall allow the rolled products to be cut using a disc saw to any pre-defined length or to cut off heads and tails of the products.
- Overload protection for the entire system (protecting the components of the equipment and the tools from mechanical damage resulting from overload).
- The layout of the equipment shall permit installation in the designated location of the RTI/LET hall. The maximum footprint shall be 14 m × 5 m.



• MISCELLANEOUS TERMS AND CONDITIONS

- The Supplier shall provide warranty services for 24 months (the warranty period) following the acceptance of the equipment by the Contracting Authority. The scope and conditions of the warranty service shall be as follows:
 - By providing the warranty services, the Tenderer shall ensure that the equipment fulfils all requirements stipulated by the Contracting Authority in this Tender Dossier for the entire warranty period mentioned above.
 - Services provided as warranty services shall be interpreted as replacement/repair of defective (failed) parts and accessories, replenishment/replacement of service fluids, remedying any defects in the equipment or breakdowns caused by operation of the equipment, and performing adjustment and verification, calibration and validation of the equipment.
 - Mandatory items of the warranty services shall include the delivery of all spare parts, accessories, service fluids and charges and other devices or accessories required for operation/functions of the equipment, while the Contracting Authority anticipates that the equipment would be operated for a total of 2000 hours for the period of 24 months upon acceptance by the Contracting Authority.
 - While providing the warranty service, the Tenderer shall deliver spare parts under conditions stipulated in the binding draft of contract contained in Annex 5 to this Tender Dossier.
 - Technical support for the Equipment commissioning and subsequent phone support:
 - Phone support during the warranty period shall be provided on working days (between 9 a.m. and 4 p.m. CET) in Czech or English language
 - The scope of delivery of the Equipment (included in the tender price) shall include maintenance/upgrades for the warranty period for each module/licence of the software supplied.
 - The scope of delivery shall include all accessories and tools required for routine operation and maintenance of the equipment.
- 1) The Tenderer shall be required to deliver the Equipment to the place of performance of the public contract, to install, to perform the initial set-up and commissioning of the Equipment, including connection to utilities in the required location and to perform a test to verify error-free function of the Equipment supplied;
 - 2) The Tenderer shall supply alongside the Equipment accompanying technical documentation relating to the Equipment (including the description of the control software and exact descriptions of parameters of all interfaces) and a user manual (operating manual for hardware and software equipment). Both shall be in Czech or English language and available in both printed and electronic forms in languages matching the language used in the computer software and hardware supplied;
 - 3) The accompanying technical documentation supplied by the Tenderer shall include an itemised list of spare parts with current unit prices and anticipated times between replacements. The Contracting Authority plans to operate the Equipment for a total of 2000 hours for the period of 24 months upon the acceptance of the equipment by the Contracting Authority. The itemised list shall include current hourly rates of technicians and, wherever relevant, other necessary costs related to the economic operator's warranty services (transport to the place of performance, accommodation and others, based on current prices). To avoid any doubt, the Contracting Authority declares that the above list will not be subject to evaluation and will only be used for planning the Contracting Authority's future activities and costs.
 - 4) The scope of delivery shall include the installation of the control software and operator training for 3-6 persons with the total duration of no less than twenty-four (24) hours for each person taking place on the site of installation as follows:

a) Prior to signing the handover certificate, the Tenderer shall conduct the first part of the training: the basic training on the Equipment supplied, in the place of performance of the public contract, with the total duration of no less than sixteen (16) hours;

- Following the delivery of the Equipment and the first part of training, the Contracting Authority will be entitled to start a trial run to ascertain that all technical requirements stipulated in this Tender Dossier have been met.

b) In addition, the Supplier shall conduct the second part of training, the advanced training, in the extent of no less than eight (8) hours for 3-6 operators of the Equipment in the place of performance of the public contract and directly on the Equipment supplied, taking place no earlier than the 20th calendar day upon the commencement of the trial run and before the end of the trial run. Both parts of training will involve mastering the operation of the Equipment, all parts included in the scope of delivery and the software in full extent.

- 5) During Equipment installation, the Tenderer shall be required to demonstrate all functions and parameters which were required and specified in detail in technical specifications of the Equipment above.
- 6) The Tenderer shall provide warranty for the Equipment supplied for a period of 24 months.

Additional terms and conditions concerning the supply of the subject of the contract and related services and business terms and conditions are set out in the Binding Draft of Purchase Contract in Annex 5 to this Tender Dossier.

3.2. CPV Classification of Subject Matter of the Public Contract

Description	CPV code:
Industrial Machinery	42000000-6
Machine tools	42600000-2
Parts and accessories of machine tools	42670000-3
Special-purpose machine tools	42611000-2
Forging machines	42634000-9
Numerically-controlled machines for metal	42632000-5

3.3. Estimated Value of Public Contract

The estimated value of the public contract (excluding VAT) is: CZK 19,384,000 (in words: nineteen million three hundred and eighty-four thousand Czech crowns).

The estimated value of the public contract is the maximum price which shall not be exceeded. The Contracting Authority has no funds available in excess of this value. Should the tender price offered by the Tenderer be higher than the estimated value of the public contract, the Tenderer shall be excluded from the contract award procedure on the account of failing to meet the tender conditions.

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

The Contracting Authority anticipates that the co-funding for the public contract will be obtained predominantly from the Operational Programme Research and Development for Innovation.

3.4. Time and Place of Performance of the Public Contract

Performance time	all requirements set out by the Contracting Authority (delivery and installation of the Equipment, training and completion of defect-free one-month trial run) shall be met no later than nine (9) months upon entering into the Contract
Place of performance	University of West Bohemia in Pilsen, Univerzitní 22, Plzeň, Czech Republic
Visit to the place of performance	The visit to the place of performance shall take place on 22 nd January 2014 from 3:00 p.m. and 30 th January 2014 from 11:00 a.m. The attendees to the visit to the place of performance shall meet at the reception of the Rectorate building at Univerzitní 8, Plzeň.

4. Qualification of Tenderers

4.1. General Principles

4.1.1. Proving compliance with qualification criteria and consequences of failure to meet the qualification criteria

Pursuant to section 50 (1) of the PCA, a Tenderer qualified to perform a public contract: (i) meets the basic qualification criteria under article 4.2; (ii) meets the professional qualification criteria under article 4.3; (iii) submits a declaration pursuant to article 4.4; and (iv) meets the technical qualification criteria pursuant to article 4.5 of this Tender Dossier.

In accordance with the provisions of section 52 of the PCA, the Tenderers are obliged to prove they have met the qualifications by within the time limit for receipt of tenders.

4.1.2. Documented proof of qualifications

Tenderers shall submit uncertified copies of documents proving they have met the qualifications.

Tenderers shall submit the proof of qualifications in Czech or in English (including foreign Tenderers – for more information see item 4.1.5 of this Tender Dossier). All documents that are in a language other than Czech or English must be accompanied by an officially certified translation into Czech or English. This requirement does not apply to documents in Slovak language.

Documents demonstrating the fulfilment of the basic qualification criteria and the extract from the Commercial Register shall not be older than 90 calendar days on the day the tender is submitted.

If a representative is acting on behalf of the Tenderer based on a power of attorney, the original of the power of attorney stating the scope of this authority shall be included in the tender.

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

In proving they meet the qualification criteria, Tenderers are entitled to submit to the Contracting Authority an extract from the list of approved economic operators under the conditions stated in section 127 of the PCA. This extract replaces the proof of meeting relevant qualification criteria in the scope of information stated in the PCA and in the extract. Compliance with qualification criteria beyond the information stated in the list of approved economic operators extract shall be proven by the Tenderer in the manner stated in the qualifications section of this Tender Dossier. The extract from the list of approved economic operators **may not be over three (3) months old as of the last date on which qualifications must be proven.**

4.1.4. Proving qualifications with a certificate

In proving they meet the qualification criteria, Tenderers are entitled to submit a **valid** certificate issued in the certified economic operators system under the conditions stated in the section 134 of the PCA. The information in this certificate replaces the proof of meeting corresponding parts of qualifications according to the qualification criteria stated below. Qualification criteria set out by the Contracting Authority which exceed the scope of the information stated in the certificate shall be met by the Tenderer by presenting relevant documents to the Contracting Authority or in the manner stated in the qualifications section of this Tender Dossier.

4.1.5. Foreign Tenderers

Foreign Tenderers shall prove their compliance with the qualifications in accordance with the **legal order of the country of their registered office**, place of business or residence in the scope required by the PCA and by the public Contracting Authority. Where documents required for meeting the qualifications cannot be issued pursuant to the legal order of the country of the registered office, place of business or residence of the foreign Tenderer or the duty required by the qualification criteria to be met is not imposed by the same legal order, the foreign Tenderer shall state these facts in a declaration.

4.1.6. Other means of proving compliance with qualifications

Where the Tenderer cannot prove full compliance with a certain part of the qualifications required by the Contracting Authority according to section 51, subsection 1, paragraphs b) and d) of the PCA, such Tenderer may prove they meet the missing qualifications through a subcontractor. **In such case, the Tenderer shall submit to the Contracting Authority the following:**

- a) Documents proving the compliance of the subcontractor with the basic qualification criterion stipulated in section 53, subsection 1, paragraph j) of the PCA and the professional qualification criterion according to section 45, subsection a) of the PCA, and
- b) Contract made with the subcontractor, from which the subcontractor's obligation arises to deliver performance for the purpose of the Tenderer's performance of the public contract or to provide things or rights for the Tenderer's disposal in performing the public contract on a scale no smaller than that demonstrated by the subcontractor in meeting the qualifications according to section 50, subsection 1, paragraphs b) and d) of the PCA.

The Tenderer is not entitled to prove compliance with the qualification criterion set out in section 54, subsection a) of the PCA through the subcontractor.

If several Tenderers submit a joint tender, these Tenderers are required to meet the conditions and present the documents stated in section 51, subsections 5 and 6 of the PCA in proving their qualifications.

4.2. **Basic Qualification Criteria**

The basic qualification criteria shall be deemed fulfilled by those Tenderers who demonstrate compliance with conditions stipulated in section 53, subsection 1, paragraphs a) through k) of the PCA.

The Tenderer shall demonstrate compliance with the above-mentioned basic qualification criteria by submitting the following:

1. **Extract from the Criminal Register** demonstrating compliance with criteria set out in section 53, subsection 1, paragraphs a) and b) of the PCA. Legal persons shall submit extracts from the Criminal Register for the legal person, as well as for its statutory body (all members of the statutory body),
2. **Certificate of the competent revenue authority** demonstrating the compliance with the criteria set out in section 53, subsection 1, paragraph f) of the PCA,
3. **Declaration regarding excise tax** to demonstrate compliance with the criterion stipulated in section 53, subsection 1, paragraph f) of the PCA,
4. **Certificate of the competent body or institution** proving the compliance with the criterion stipulated in section 53, subsection 1, paragraph h) of the PCA,
5. **Declaration** to prove compliance with the criteria stipulated in section 53, subsection 1, paragraphs c), d), e), g), and i) through k) of the PCA. The Tenderer shall use the mandatory declaration form provided in Appendix 2 to this Tender Dossier "Declaration to prove basic qualification criteria" (this form also contains the declaration regarding excise tax, as mentioned under item 3 above). The declaration on word of honour shall be **dated and signed by the Tenderer or by a person authorized to act on behalf of the Tenderer.**

Documents proving the compliance of the foreign Tenderer with basic qualification criteria:

Basic qualification criteria stipulated in section 53, subsection 1, paragraphs a), b), f), g) and h) of the PCA shall be fulfilled by the Tenderer in relation to both the territory of the Czech Republic and the country of its registered office, place of business or residence. **The foreign Tenderer shall be obliged to submit documents demonstrating its compliance with the above-mentioned basic qualification criteria. These documents shall be issued for both the country of its registered office, place of business or residence and the Czech Republic.**

Documents proving compliance with basic qualification criteria in regard to the Czech Republic shall be submitted by the foreign Tenderer in the following scope:

Qualification criterion	Means of proof
Section 53, subsection 1, paragraphs a) and b) of the PCA	Extract from the Criminal Register
	The extract from the Criminal Register can be obtained from the Criminal Register at the following address: Praha 4, Soudní 1, 14066, Czech Republic http://portal.justice.cz/Justice2/Soud/soud.aspx?o=203&j=213&k=2027&d=9354
	<u>Legal persons</u> shall submit extracts from the Criminal Register for the legal person, as well as for its statutory body (all members of the statutory body).
Section 53, subsection 1, paragraphs c), d), e) and f) of the PCA	Declaration
	The mandatory declaration form is part of <u>Appendix 2</u> to this Tender Dossier. The declaration shall be dated and signed by the Tenderer or by a person authorized to act on behalf of the Tenderer.
Section 53, subsection 1, paragraph f) of the PCA	Certificate issued by the competent revenue authority
	The certificate can be obtained from Prague 1 Revenue Authority: Štěpánská 28, Praha 1, 112 33, Czech Republic http://www.statnisprava.cz/rstsp/adresar.nsf/i/10486
Section 53, subsection 1, paragraph g) of the PCA	Declaration
	The mandatory declaration form is part of <u>Appendix 2</u> to this Tender Dossier. The declaration shall be dated and signed by the Tenderer or by a person authorized to act on behalf of the Tenderer.
Section 53, subsection 1, paragraph h) of the PCA	Certificate issued by District Social Security Authority
	The certificate can be obtained from Prague Social Security Authority, Prague 8 office, Trojská 1997/13a, Praha, 182 00, Czech Republic http://www.cssz.cz/cz/kontakty/krajska-a-okresni-pracoviste/praha/uzemni-pracoviste-praha-8.htm
Section 53, subsection 1, paragraphs i) through k) of the PCA	Declaration
	The mandatory declaration form is part of <u>Appendix 2</u> to this Tender Dossier. The declaration shall be dated and signed by the Tenderer or by a person authorized to act on behalf of the Tenderer.

Information for foreign Tenderers regarding documents required to demonstrate qualification in the Czech Republic is available on the website of the European Commission:

<http://ec.europa.eu/markt/ecertis/login.do>

4.3. Professional Qualification Criteria

The professional qualification criteria shall be deemed fulfilled by the Tenderer who submits the following:



- a) Extract from the Commercial Register, provided that the Tenderer has been registered; or an extract from another register, if registered in another register,
- b) Proof of business licence in accordance with special legal regulations within a scope corresponding to the subject-matter of the public contract, i.e. at least the following trade authorization: unqualified trade – **Manufacturing, trade and services** other than those listed in Schedules 1 through 3 to the Trade Act (Act No. 455/1991 Sb.).

4.4. Economic and financial capacity

Pursuant to Section 50, subsection 1, paragraph c) of the PCA, to prove their qualifications, Tenderers are obliged to present a declaration by the Tenderer regarding its economic and financial capacity to perform the public contract.

The mandatory declaration form is part of Appendix 3 to this Tender Dossier. The declaration shall be **dated and signed by the Tenderer or by a person authorized to act on behalf of the Tenderer.**

4.5. Technical qualification criteria

The technical qualification criteria shall be deemed fulfilled by the Tenderer who submits the following:

- **description and photographs of the goods to be supplied** – the Tenderer shall submit a detailed technical description of specific goods offered. The Tenderer shall present a colour photograph (e.g. a catalogue or a brochure) of the Equipment offered, including a detailed technical description of the goods. The document shall contain description and depiction of the Equipment with a scope which clearly proves that all technical specifications set out under item 3 of the Tender Dossier by the Contracting Authority have been met.

5. Terms and Conditions

5.1. Business Conditions

The business terms and conditions that are not explicitly stated in the text of the Tender Dossier are set out in the Binding Draft of Purchase Contract which is included in this Tender Dossier as **Annex 5**.

In accordance with the Act No. 137/2006 Sb. on Public Contracts Act (PCA), the Tenderer is not authorized to make any changes or amendments to the Binding Draft of Purchase Contract, with the exception of adding relevant data, as required by the present Tender Dossier and/or by the Contract (information to be added by the Tenderer is marked [TO BE COMPLETED BY TENDERER]). Should the Tenderer change or amend the Binding Draft of Purchase Contract, the Tenderer's Tender shall be excluded and the Tenderer shall be excluded from the contract award procedure.

The Draft Contract shall be signed by the Tenderer or a person authorised to act on behalf of the Tenderer. Should the Tenderer fail to duly sign the Draft Contract, the Tenderer's Tender shall be excluded and the Tenderer shall be excluded from the contract award procedure. If a representative is acting on behalf of the Tenderer based on a power of attorney, the original of the power of attorney stating the scope of this authority shall be included in the tender.

5.2. Payment and Invoicing Terms

Payment and invoicing terms are generally specified in this section of the Tender Dossier and in detail in the Binding Draft of Purchase Contract comprised in **Annex 5** to this Tender Dossier.

Payments will be made in Czech crowns (CZK) only. In addition, all price information will be given in Czech crowns (CZK).

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

Invoice payment terms and other payment and invoicing terms are established in the Binding Draft of Purchase Contract.

5.3. Method of formulating the tender price

1) **Foreign Tenderers:**

Foreign Tenderers shall state the total tender price in CZK exclusive of the value-added tax.

The total tender price offered by the foreign Tenderer shall be stipulated as the highest permissible price and shall include all fees and additional costs associated with the performance of the public contract, exclusive of VAT which shall be paid in full by the Contracting Authority.

2) **Tenderers from the Czech Republic:**

Tenderers from the Czech Republic shall state the total tender price structured as follows: price in Czech crowns excluding VAT, VAT rate in %, total VAT amount in Czech crowns and total price including VAT in Czech crowns.

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

The tender price shall be stipulated as single fixed amount. It shall not be given as a range of prices. At the same time, the tender price may not be stipulated as a percentage or other ratio or by calculation from other amounts.

The tender price is the single evaluation criterion for tenders submitted in this contract award procedure.

The tenderer shall provide information on the tender price on the Tender Cover Page, which is comprised in Annex 1 to this Tender Dossier, and in the relevant article of the Draft Contract.

Unless the information regarding the tender price on the “Tender Cover Page” and in the Contract is identical, the terms of this section of the Tender Dossier are not met and the tender will be excluded.

5.4. Conflict of interest

The tenderer shall issue a declaration that there is no conflict of interest pursuant to the provisions of this Tender Dossier (including the relevant provisions of the Contract).

The mandatory declaration form is part of Appendix 6 to this Tender Dossier. The declaration shall be **dated and signed by the Tenderer or by a person authorized to act on behalf of or for the Tenderer. If a representative is acting on behalf of the Tenderer based on a power of attorney, the original of the power of attorney stating the scope of this authority shall be included in the tender.**

5.5. Subcontracting

In the tender the Tenderer is obliged to state which parts of the performance of the public contract it intends to contract out to subcontractors and state the identification data for each subcontractor. The subcontractor is not authorised to entrust the implementation of the part of the public contract, which it has been designated to perform, to another entity. The Tenderer shall contractually oblige the subcontractor to comply with this requirement.

The tenderer declares this information in the “Subcontractor List”, a binding specimen of which comprises Annex 7 to this Tender Dossier. This document shall be **dated and signed by the Tenderer or by a person authorized to act on behalf of the Tenderer. If a representative is acting on behalf of the Tenderer based on a power of attorney, the original of the power of attorney stating the scope of this authority shall be included in the tender.**

The Tenderer shall only be required to submit this document if it intends to contract out parts of the performance to a subcontractor.

5.6. Other Terms of Contract Award Procedure

The Contracting Authority does not give the Tenderer the right to be compensated for costs associated with participating in this contract award procedure, even if the contract award procedure is cancelled in accordance with the provisions of the PCA. At the same time, the Contracting Authority will not demand from the Tenderer any compensation for costs to implement this contract award procedure, whether in the form of compensation for actually incurred costs or in the form of fees for the Tenderer’s participation in this contract award procedure.

The tender submitted by the Tenderer shall include the Declaration on Tender, the specimen of which is part of Annex 4 to this Tender Dossier. The document shall be dated and signed by the Tenderer or by a person authorized to act on behalf of the Tenderer. If a representative is acting on behalf of the Tenderer based on a power of attorney, the original of the power of attorney stating the scope of this authority shall be included in the tender.

Pursuant to the provisions of section 68, subsection 3 of the PCA, the Tender shall also include:



- a) A list of authorised representatives or members of statutory bodies who have been employed by, held a position in or been in a similar relationship with the Contracting Authority in the three years preceding the deadline for submitting tenders;
- b) If the economic operator is a public or joint-stock company, a list of shareholders who own shares with a total face value exceeding 10% of the registered capital, prepared within the time for receipt of tenders;
- c) The Tenderer's declaration that it has not and will not enter into an illicit agreement pursuant to the special regulation (Act No. 143/2001 Sb., on the protection of economic competition and changes to certain laws, as amended) in connection with the public contract being awarded.

The specimen for proving the facts pursuant to section 68, subsection 3 of the PCA comprises Annex 8 to this Tender Dossier. **The document shall be dated and signed by the Tenderer or by a person authorized to act on behalf of the Tenderer. If a representative is acting on behalf of the Tenderer based on a power of attorney, the original of the power of attorney stating the scope of this authority shall be included in the tender.**

6. Method of Formulating the Tender

The Tender shall be prepared in writing, with one original, one hard copy and one copy in an electronic form as a scanned PDF file saved to a compact disc. The Draft Contract shall be submitted in the form of a DOC or another compatible file type. If there are discrepancies between the written and the electronic forms of the tender, the information provided in the written (hard copy) tender shall prevail.

The tender shall be written in either Czech or English language. All communication with the Contracting Authority shall be exclusively in either Czech or English language. The Contracting Authority shall nevertheless allow the document described in art. 4.5 of this Tender Dossier to be presented in English even if the tender is in Czech.

For the sake of clarity, the Contracting Authority recommends that each tender submitted by the Tenderer is structured as set out below and in accordance with the requirements below:

	Document.	
•	Tender cover page	Annex 1 (specimen)
•	Documents proving compliance with basic qualification criteria (documents according to art. 4.2)	Annex 2 (specimen) and documents according to art. 4.2.
•	Documents proving compliance with professional qualification criteria (documents according to art. 4.3)	documents according to art. 4.3
•	Declaration on economic and financial capacity (document according to art. 4.4)	Annex 3 (specimen)
•	Documents proving compliance with technical qualification criteria (documents according to art. 4.5)	documents according to art. 4.5
•	Declaration on the tender	Annex 4 (specimen)
•	Draft Contract	Annex 5 (specimen)
•	Declaration on the non-existence of a conflict of interest	Annex 6 (specimen)
•	Subcontractor List (the Tenderer shall only be required to submit this document if it intends to contract out parts of the performance to a subcontractor; see art. 5.5)	Annex 7 (specimen)
•	Documents pursuant to the provisions in section 68, subsection 3 of the PCA	Annex 8 (specimen)
•	Additional documents, including but not limited to documents authorising other persons to act on behalf of the Tenderer	
•	Compact disc with the Tenderer's complete scanned tender	

All these documents, including the annexes and cover pages bearing the names of the documents, shall be numbered in an uninterrupted sequence of ascending numbers starting with the number 1.

All these documents making up a single copy of the tender shall be bound securely together to ensure that pages cannot be replaced or any other changes made to this part of the bid in the course of handling the document. This applies for to the original and the copy of the bid.

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

6.1. Time Limit and Place for Receipt of Tenders

The time for receipt of tenders shall run from the date following the day of commencement of the contract award procedure and shall **end on 13th February 2014 at 10:00 hours CET.**

The place for submitting bids in the tendering procedure shall be the **registered office of the Contracting Authority's representative** (as listed in article 1 of this Tender Dossier).

The tender may be submitted **in person**, on working days between 9:00 a.m. and 4:00 p.m. and on the last day of the time for receipt of tenders, i.e. 13th February 2014, between 9:00 and 10:00 a.m., or by **registered post** so that the tender is delivered to the Contracting Authority no later than 10:00 a.m. of the last day of the period for tender submission.

The moment the tender is received by the representative of the Contracting Authority shall be decisive for the tender receipt!

For tenders delivered by post, the decisive time is the receipt of the tender by the representative of the Contracting Authority, not the date the tender was posted.

The envelope containing the tender shall be marked as follows:

Company name or individual's name, legal form, entity registration number / birth certificate no.
Tenderer's registered office / residence
Postal code Municipality / City

**NEOTEVÍRAT PŘED TERMÍNEM OTEVÍRÁNÍ OBÁLEK!
DO NOT OPEN BEFORE THE TENDER OPENING TIME!**

**„Zařízení pro vývoj inkrementálního tváření“
“Equipment for Development of Incremental Forming”
(Contracting Authority: University of West Bohemia in Pilsen)**

**Advokátní kancelář Volopich, Tomšiček & spol.
Vlastina 23
323 00 Plzeň, Czech Republic**

6.2. Award Period

The award period commences when the time for receipt of tenders elapses and, pursuant to section 43, subsection 2 of the PCA, is set as **180 days.**

6.3. Security

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

6.4. Opening the Envelopes

On 13th February 2014 at 11:00 hours CET, envelopes with tenders shall be opened at the registered office of the Contracting Authority (Univerzitní 8, Plzeň, Czech Republic) in the meeting room no. R007.



In accordance with Section 71, subsection 8, Tenderers whose tenders were received within the time for receipt of tenders and additional persons designated by the Contracting Authority may attend the opening of the envelopes. For organisational reasons, only one person may attend on behalf of each Tenderer. The Tenderer's representative proves their identity by showing the power of attorney issued by the Tenderer and their personal identification card; a member of the Tenderer's statutory body proves their identity by presenting a record from the Commercial Register and their personal identification card. The Tenderer's or the representative's attendance will be confirmed by the Tenderer or the representative signing the list of Tenderers present for the opening of the envelopes.

7. Evaluation of Tenders, Notification of Selection of the Winning Tender

7.1. Evaluation Criterion and Tender Evaluation Method

After completing the review of tenders, the evaluation committee will evaluate the tenders in accordance with the evaluation criterion and the procedure stated below.

The fundamental evaluation criterion for awarding the public contract is the lowest tender price in accordance with the section 78, subsection 1, paragraph b) of the PCA.

The tenders shall be ranked, pursuant to section 79, subsection 4 of the PCA, according to the tender price from the lowest to the highest tender price. Prior to specifying the ranking of tenders, the evaluation committee shall review the tender prices with regard to the abnormally low tender price, as stipulated in section 77 of the PCA.

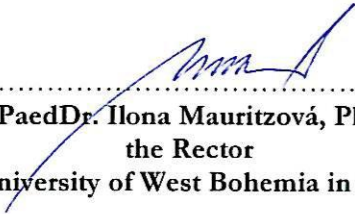
The Contracting Authority shall make a decision on selecting the most suitable tender submitted by the Tenderer, whose tender was found to offer the **lowest tender price**.

7.2. Contracting Authority's Reserved Rights

In the event of equal tender prices, the Contracting Authority reserves the right to determine the ranking of tenders by drawing lots. The lots shall be drawn in the presence of Tenderers who submitted equal tender prices. These Tenderers shall be informed in writing about the date the lot shall be drawn no less than three working days in advance.

In Plzeň, date: 20. -12- 2013.




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

Annex 1 to Tender Dossier

Tender Cover Page

for the public contract

Equipment for Development of Incremental Forming

BASIC INFORMATION:

Contracting Authority: University of West Bohemia in Pilsen
Registration number: 497 77 513
Registered office address: Univerzitní 8, Plzeň, 30614, Czech Republic
Persons authorized to act on behalf of the Contracting Authority: doc. PaedDr. Ilona Mauritzová, Ph.D., the Rector

Tenderer: TO BE COMPLETED BY TENDERER
Registered office/place of business address: TO BE COMPLETED BY TENDERER
Registration number: TO BE COMPLETED BY TENDERER
Tax identity number: TO BE COMPLETED BY TENDERER
Person authorized to act on behalf or for the Tenderer: TO BE COMPLETED BY TENDERER
Bank account: TO BE COMPLETED BY TENDERER
Persons authorized to represent the Tenderer: TO BE COMPLETED BY TENDERER
Phone/fax number: TO BE COMPLETED BY TENDERER
E-mail address: TO BE COMPLETED BY TENDERER

TENDER PRICE – FOREIGN TENDERER

Deliverable	Price in CZK exclusive of value-added tax
Equipment for development of incremental forming including accessories	TO BE COMPLETED BY TENDERER



TENDER PRICE – TENDERER FROM THE CZECH REPUBLIC:

Deliverable	Price in CZK excl. VAT	VAT rate in %	VAT amount in CZK	Price in CZK incl. VAT
Equipment for development of incremental forming including accessories	TO BE COMPLETED BY TENDERER	TO BE COMPLETED BY TENDERER	TO BE COMPLETED BY TENDERER	TO BE COMPLETED BY TENDERER

In [TO BE COMPLETED BY TENDERER] on [TO BE COMPLETED BY TENDERER]

.....

 [TO BE COMPLETED BY TENDERER – company name + person authorized to act on behalf of Tenderer]

Annex 2 to Tender Dossier

Declaration
to Prove Basic Qualification Criteria
for the public contract
Equipment for Development of Incremental Forming

Tenderer:

TO BE COMPLETED BY TENDERER

Registered office/place of business address:

TO BE COMPLETED BY TENDERER

Registration number:

TO BE COMPLETED BY TENDERER

I hereby solemnly declare that

Under s. 53 (1) (c) of the Act

- In the past three years, the economic operator has not accomplished elements of unfair competition practices in the form of bribery under section 49 of the Commercial Code,

Under s. 53 (1) (d) of the Act

- In the past three years, the economic operator has not been subject to insolvency proceedings involving its assets, in which the bankruptcy decision has been issued, or an insolvency petition has not been rejected due to lack of assets to cover the costs of the insolvency proceedings, or the bankruptcy proceedings has not been cancelled because of insufficient property, or in respect of which receivership has been imposed under special legal regulations,

Under s. 53 (1) (e) of the Act

- The economic operator is not being wound up,

Under s. 53 (1) (f) of the Act

- The economic operator has no outstanding tax arrears registered in tax records in regards to **excise tax** both in the Czech Republic and in the country of its registered office, place of business or residence,

Under s. 53 (1) (g) of the Act

- The economic operator has no outstanding arrears in respect to payments of public health insurance premiums and penalties both in the Czech Republic and in the economic operator's country of registered office, place of business or residence,

Under s. 53 (1) (i) of the Act

- In the past three years, the economic operator has not been legally disciplined and has not been subject to a disciplinary punishment under special regulations, where demonstration of professional qualifications under special regulations is required pursuant to section 54 (d) of the Act. The same applies to the authorised representative and other persons responsible for the economic operator's activities.



Under s. 53 (1) (j) of the Act

- The economic operator is not on the black list of persons banned from participating in the performance of public contracts

Under s. 53 (1) (k) of the Act

- In the past three years, no penalty has been lawfully imposed on the economic operator for allowing illegal work under separate legal regulations.

In [TO BE COMPLETED BY TENDERER] on [TO BE COMPLETED BY TENDERER]

[TO BE COMPLETED BY TENDERER -
company name + person authorized to act on
behalf of Tenderer]

Annex 3 to Tender Dossier

Declaration on Economic and Financial Capacity

for the public contract

Equipment for Development of Incremental Forming

1. Identification data of the Tenderer:

Name / company name

TO BE COMPLETED BY TENDERER

Place of business / registered office address:

TO BE COMPLETED BY TENDERER

Registration number:

TO BE COMPLETED BY TENDERER

2. Declaration:

The Tenderer hereby declares that pursuant to section 50, subsection 1, paragraph c) of the Act No. 137/2006 Sb., on public contracts, as amended, it has the economic and financial capacity to fulfil the above public contract.

3. Signature of the Tenderer / person authorised to act on behalf of or for the Tenderer:

In [TO BE COMPLETED BY TENDERER] on [TO BE COMPLETED BY TENDERER]

.....
[TO BE COMPLETED BY TENDERER –
company name + person authorized to act on
behalf of Tenderer]

Annex 4 to Tender Dossier

Declaration on the Tender

for the public contract

Equipment for Development of Incremental Forming

1. Identification data of the Tenderer:

Name / company name

TO BE COMPLETED BY TENDERER

Place of business / registered office address:

TO BE COMPLETED BY TENDERER

Registration number:

TO BE COMPLETED BY TENDERER

2. Declaration:

The Tenderer hereby declares that:

- a) It has become fully acquainted with the terms of the contract award procedure, all documents and other facts significant for this contract award procedure
- b) The information, declarations and other facts stated in the tender are truthful and complete
- c) It had obtained clarifications of all disputable provisions and ambiguities prior to submitting the tender
- d) It accepts and respects the terms of the contract award procedure
- e) Neither the Tenderer, nor any person close to the Tenderer, nor any of the Tenderer's employees, subcontractors, persons close to the Tenderer's subcontractors, nor any employees of the Tenderer's subcontractors have taken part in preparing the Tender Dossier
- f) The Tenderer has not formulated the tender in cooperation with any economic operator which submitted a tender.

3. Signature of the Tenderer / person authorised to act on behalf of or for the Tenderer:

In **TO BE COMPLETED BY TENDERER** on **TO BE COMPLETED BY TENDERER**

.....
TO BE COMPLETED BY TENDERER
company name + person authorized to act on
behalf of Tenderer

Annex 5 to Tender Dossier:

Binding Draft of Purchase Contract

Purchase Contract

(hereinafter referred to as “the Contract”)

entered into pursuant to section 409 of the Act No. 513/1991 Sb., the Commercial Code, as amended, and section 46 et seq. of the Act No. 121/2000 Sb., on copyright and rights related to copyright and on amendment to certain acts (the Copyright Act), as amended.

I

Contracting Parties

1.1 The Buyer:

Registered office:	University of West Bohemia in Pilsen
Represented by:	Univerzitní 8, Plzeň, 30614, Czech Republic
Bank account:	doc. PaedDr. Ilona Mauritzová, Ph.D., the Rector
Account number:	Komerční banka a.s., Plzeň-město
IBAN:	4811530257/0100
SWIFT:	CZ8101000000004811530257
Registration number:	KOMB CZPPXXX
Tax identity number:	497 77 513
	CZ49777513

(hereinafter referred to as “the Buyer”)

and

The Seller:

Registered office / place of business:	[TO BE COMPLETED BY TENDERER]
Acting through/represented by:	[TO BE COMPLETED BY TENDERER]
Bank account:	[TO BE COMPLETED BY TENDERER]
Account number:	[TO BE COMPLETED BY TENDERER]
Registration number:	[TO BE COMPLETED BY TENDERER]
Tax identity number:	[TO BE COMPLETED BY TENDERER]
registered in the Commercial Register administered by	[TO BE COMPLETED BY TENDERER]
	[TENDERER], section [TO BE COMPLETED BY TENDERER], file [TO BE COMPLETED BY TENDERER]

(hereinafter referred to as “the Seller”)

(collectively also “the Contracting Parties”)

WHEREAS:

- a) this Contract has been made on the basis of the outcome of an open procedure for awarding a contract pursuant to the Act No. 137/2006 Sb. on Public Contracts Act, as amended, for the purpose of awarding the public supply contract entitled “Equipment for Development of Incremental Forming”,
- b) Upon evaluation, the winning tender selected for the public contract in question was the tender submitted by the Seller,
- c) The Seller confirms to have acquired full knowledge of the scope and nature of the supply of the subject-matter of the above-described public contract, as well as all technical, quality, and other terms and conditions. The Seller confirms to possess the capacity and expertise necessary for the performance.
- d) The Seller hereby expressly confirms that it examined all documents and instructions by the Buyer which the Seller had received by the date of this Contract, as well as the instructions included in the tender conditions formulated by the Buyer for making the contract and that it found them acceptable and that the price agreed and the manner of performing the Contract include and reflect all the above-mentioned conditions and circumstances.

THE CONTRACTING PARTIES ENTER INTO THE FOLLOWING CONTRACT

II

Subject-Matter of Contract

- 2.1 Within the scope of and under the terms set out in this Contract, the Seller undertakes to supply to the Buyer new, fully functional and complete equipment for development of incremental forming. The equipment for development of incremental forming is capable to perform flexible rolling of rotation-symmetric products with a variable cross-section. The equipment shall allow the manufacture of cylindrical, conical and other pre-defined rotation-symmetric products with a straight longitudinal axis where the rolling process is effected by three adjustable rolls offering variable controlled process conditions (temperature, rolling speed and others) (hereinafter referred to as “the Goods”).
- 2.2 The parameters of the Goods to be supplied are stipulated in **Annex 1** to this Contract, which is an integral part hereof. The Seller shall supply particular Goods which shall correspond to the description of Goods presented by the Seller to prove compliance with technical qualification criteria in the public contract which preceded the making of this Contract and is specified in the Preamble hereof.
- 2.3 The Seller undertakes to transfer to the Buyer the title to the Goods and the Buyer undertakes to pay the purchase price for the Goods.
- 2.4 The Goods shall be equipped with fully-fledged software with a one-year licence for both educational and commercial purposes (the computer software and hardware shall be compatible). The Seller shall provide maintenance/upgrade services for each module/licence of the software supplied during the period of the warranty of quality.
- 2.5 The performance shall include the transport of the Goods to the place of performance, their installation and assembly, connecting to utilities in a location chosen by the Buyer, initial adjustment, putting into operation and a verification of error-free function of the Goods supplied.
- 2.6 Further, the scope of delivery shall include documentation, comprising the accompanying technical documentation relating to the Goods, including the description of the control software and exact descriptions of parameters of all interfaces, and a user manual in Czech or English language in both printed and electronic form, the language of which shall be that used in the computer software and hardware supplied. The documentation shall include an itemised list of spare parts with unit prices

- and anticipated times between replacements. The itemised list shall include the hourly rates of the technician and, wherever relevant, other necessary costs related to the Seller's warranty services (transport to the place of performance, accommodation and others) based on prices valid as of the date of submission of tenders for the public contract specified in the Preamble of this Contract. The list of documents provided shall be part of the certificate of handover / acceptance of Goods.
- 2.7 The delivery shall include all accessories and tools necessary for routine operation and routine maintenance of the Goods.
- 2.8 The Seller shall provide a full-scale training of the Buyer's operators for three (3) to six (6) persons on the Goods supplied, with the total duration of twenty-four (24) hours. It shall involve mastering the operation of the Goods, all components and the software in full extent as follows:
- The first part of training comprising the basic training of operators of the Goods with the duration of 16 hours shall be conducted by the Seller in the place of performance prior to signing the handover certificate regarding the handover / acceptance of the Goods. The certificate of completion of the first part of training shall be part of the certificate of handover / acceptance of the Goods.
 - The second part of training consisting of advanced training with the duration of eight hours shall be conducted by the Seller in the place of performance no sooner than the 20th calendar day following the commencement of the trial run but no later than the end of the trial run. The second part of training (the advanced training) shall build on the basic training delivered in the first part of training. A certificate shall be issued on completion of the second part of training.
- 2.9 Prior to dispatching the delivery, the Seller shall invite the Buyer in writing to take part in inspection of the Goods in the factory where the Goods were made (hereinafter referred to as "the Factory") in order to check fundamental parts of the Goods. The invitation shall be delivered to the Buyer no later than 20 working days prior to the inspection. The Seller shall arrange the inspection of the Goods in accordance with this paragraph even in those cases where the Goods are not in the Seller's Factory and the Seller is not yet authorized to handle the Goods. A certificate shall be made to evidence the completion of the inspection. The objective of the inspection is to verify the comprehensiveness and readiness of the Goods for dispatch on the premises of the Factory. After successful completion of the inspection, the Goods shall be delivered to the place of performance and the first part of training, as stipulated in article 2.8 of this Contract, shall take place. A handover certificate shall be issued in regard to the handover / acceptance of the Goods and shall be signed by both Contracting Parties. The handover certificate regarding the handover / acceptance of the Goods shall include a confirmation of completion of the first part of training, as stipulated in article 2.8 of this Contract.
- 2.10 The trial run of the Goods with the duration of 30 calendar days shall commence after the certificate regarding the handover / acceptance of the Goods has been signed according to article 2.9 of this Contract. The objective of the trial run is for the Buyer to verify that the Goods meet the requirements set out by the Buyer in the Tender Dossier for the public contract preceding this Contract, as well as in Annex 1 to this Contract. The trial run shall end with signing of the Report on Completion of Trial Run which shall include the certificate of completion of the second part of training according to article 2.8 of this Contract.
- 2.11 If it is found during the trial run specified in article 2.10 that the Goods fail to meet all the requirements set out by the Buyer in the Tender Dossier for the public contract preceding this Contract, and in Annex 1 to this Contract, the Buyer shall be entitled to withdraw from this Contract. This shall apply without prejudice to the Seller's obligation to compensate for costs and damage incurred by the Buyer in relation to entering into this Contract and/or the delivery of Goods which fail to meet the minimum technical parameters defined by the Buyer in the Tender Dossier for the public contract preceding this Contract, and in Annex 1 to this Contract.

III

Time and Place of Performance

- 3.1 The Seller undertakes to supply the Goods to the Buyer and fulfil all of its obligations under section II of this Contract **no later than nine (9) months upon entering into this Contract**. Should the Seller default on delivering the Goods and meeting all obligations stipulated in section II of this Contract, the Buyer shall be entitled to demand the Seller pay a contractual penalty amounting to 0.5 % of the total purchase price, excluding VAT, for each full as well as commenced day of delay. This does not impact the Buyer's right to damages.
- 3.2 The Buyer is entitled to reject the Goods if they exhibit defects and/or if the Goods fail to meet all Buyer's requirements set out in the Tender Dossier for the public contract preceding the this Contract and in Annex 1 to this Contract.
- 3.3 The Buyer shall acquire ownership of the Goods the day they are duly handed over by the Seller and accepted and by signing the handover certificate regarding the handover / acceptance of the Goods according to article 2.9 of this Contract. At the same time, the risk of damage to the thing shall pass to the Buyer.
- 3.4 The place of performance is University of West Bohemia in Pilsen, Univerzitní 22, Plzeň, Czech Republic.

IV

Purchase Price and Terms of Payment

- 4.1. The purchase price of the Goods is determined by agreement of the Contracting Parties and results from the Seller's price bid for the subject-matter of this Contract calculated as part of the contract award procedure.
A: [FOR SELLERS FROM THE CZECH REPUBLIC¹] The Buyer undertakes to pay to the Seller for the delivery of the Goods the agreed purchase price in the amount of CZK [TO BE COMPLETED BY TENDERER], exclusive of VAT (in words: [TO BE COMPLETED BY TENDERER] Czech crowns), with the VAT rate of [TO BE COMPLETED BY TENDERER] % and the VAT amount of CZK [TO BE COMPLETED BY TENDERER]. The purchase price including VAT amounts to CZK [TO BE COMPLETED BY TENDERER] (in words: [TO BE COMPLETED BY TENDERER] Czech crowns).
B: [FOR FOREIGN SELLERS¹] The Buyer undertakes to pay the Seller for delivery of the Goods the agreed purchase price in the amount of CZK [TO BE COMPLETED BY TENDERER], exclusive of VAT (in words: [TO BE COMPLETED BY TENDERER] Czech crowns).
- 4.2. The purchase price has been agreed as the highest permissible price, including all fees and all additional costs associated with the delivery of the Goods according to this Contract. The price includes transportation to the place of performance, assembly, installation, initial adjustment and putting the Goods into operation (including connecting to utilities in a location identified by the Buyer), demonstrating the error-free function of and introducing the Goods, training of the Buyer's operators of the Goods in the extent agreed in section I of this Contract, costs of obtaining the declaration of conformity, certificates and the transfer of rights.
- 4.3. The purchase price will be paid by the Buyer in Czech crowns based on a tax document – an invoice. The purchase price will be invoiced by the Seller in the form of three (3) partial payments as follows:

¹ The Tenderer shall select one of the alternatives: either A or B, leaving the chosen alternative in the Contract and deleting the other.

- **10 % of the total purchase price** upon the delivery of the software and the software manual for operating the Goods to the Buyer by the Seller, against the following documents:
 - Invoice (one original version and one copy)
 - The acceptance and approval report for the software and the software manual for operating the Goods signed by authorized representatives of both Contracting Parties.
- **50 % of the total purchase price** upon completing the inspection of fundamental parts of the Goods in the Factory according to article 2.9 of this Contract, against the following documents:
 - Invoice (one original version and one copy)
 - Certificate of completion of readiness of the Goods for dispatch signed by authorized representatives of both Contracting Parties.

The inspection will be conducted by an authorized representative of the Buyer (the travel costs shall be borne by the Buyer) in cooperation with a representative of the Seller.

- **40 % of the total purchase price** upon a correct delivery of the Goods, proper installation of the Goods by the Seller, commissioning of the Goods and demonstration of all functions and parameters required, training of relevant members of staff/operators of the Goods and upon fulfilling other obligations of the Seller in the scope defined in section II of the Contract, against the following documents:
 - Invoice (one original version and one copy)
 - Certificate of handover / acceptance of the Goods, the report of completion of the trial run, where all reports shall be signed by authorized representatives of both Contracting Parties.

This part of the purchase price may be invoiced by the Seller no earlier than on the working day following the day, on which the trial run was completed in accordance with article 2.10 of this Contract. All certificates and reports shall be made in two original versions. Attached to each invoice shall be a copy of the relevant certificate proving that the obligation according to article 4.3 of this Contract has been fulfilled.

- 4.4. The tax document-invoice shall contain all elements of an accounting and tax document as stipulated in relevant legal regulations, including, without limitation, the Act No. 235/2004 Sb. on value added tax, as amended. Should the invoice fail to contain the required elements, the Buyer shall be entitled to return it to the Seller for completion within the repayment term without being in arrears. The repayment term shall begin running anew once the duly completed or corrected invoice is delivered to the Buyer.
- 4.5. The invoice payment term has been agreed as 45 days from the date the invoice was demonstrably delivered to the Buyer.
- 4.6. The purchase price shall be paid by the Buyer to the Seller's bank account specified in the identification section of this Contract. The obligation to pay the purchase price shall be discharged by the Buyer at the moment the entire purchase price is credited to the Seller's bank account.
- 4.7. The purchase price may only be exceeded in relation to changes in VAT-related tax regulations.
- 4.8. The Buyer is entitled to set off any contractual penalty, which the Buyer is obliged to pay to the Seller, against the invoiced purchase price.

- 4.9. Should the Buyer be in arrears with the payment of the invoice, the Seller shall be entitled to charge the Buyer a contractual late payment fee in the amount of 0.05 % of the outstanding amount for each day of delay commenced.

V

Rights and obligations of the Contracting Parties

- 5.1. The Seller is obliged to supply the deliverable under the terms of this Contract. The deliverable shall meet the technical requirements set out in Annex 1 to this Contract and shall be free of any defects.
- 5.2. The Seller is not authorized to assign any rights or obligations arising from this Contract to third persons without the prior written consent of the Buyer.
- 5.3. The Seller agrees that it may not undertake a unilateral legal act to assign or set off any of its claims against the Buyer arising from this Contract.
- 5.4. The Seller shall be liable to the Buyer for damage caused by the breach of obligations arising from this Contract or obligations stipulated in a generally valid legal regulation.
- 5.5. The Seller shall archive the original Contract, including its amendments, original accounting documents and other documents related to execution of the Contract for no less than three years upon the completion of the OP RDI but in any case at least until 2021. Throughout this period, the Seller shall allow persons authorized to monitor projects to inspect the documents related to the performance of the Contract, in particular to provide requested information and documents to employees of or persons authorized by project monitoring bodies in OP RDI and shall cooperate with and provide these persons with conditions for conducting the inspection of project implementation. Furthermore, all documents and contract-related documents shall be secured against loss, theft and deterioration.
- 5.6. The Seller acknowledges that, pursuant to section 2, paragraph e) of the Act No. 320/2001 Sb., on financial control in public administration and amendment to certain laws (the Financial Control Act), as amended, it is a person obliged to cooperate in the performance of financial control. In the scope of the inspection and for three years following the completion of the Operational Programme, the managing authority of the Operational Programme Research and Development for Innovation (OP RDI) shall have the right to access those parts of the tender, Contract and related documents which are protected according to special legal regulations (e.g. as the trade secret and classified information), provided that the requirements stipulated in legal regulations are met (e.g. section 11, paragraphs c) and d) and section 12, subsection 2, paragraph f) of the Act No. 552/1991 Sb., on state inspection, as amended). The managing authority of the Operational Programme Research and Development for Innovation has the right to inspect in an equivalent manner the Seller's subcontractors, if applicable (*see Annex 2 to the guidelines for applicants and beneficiaries of OP RDI, Rules for Selection of Contractors* <http://www.msmt.cz/strukturalni-fondy/spolecne-prilohy-prirucek-pro-zadatele-a-prijemce-op-vavpi-3>).
- 5.7. The Seller agrees that if, in relation to the execution of this Contract and as part of discharge of their duties, its authorized persons come into contact with personal/sensitive information, as defined in the Act No. 101/2000 Sb., on protection of personal data, as amended, it shall take all measures necessary to prevent unauthorized and/or accidental access to such data, their alteration, destruction or loss, unauthorized transmission or any other unauthorized processing or misuse.

- 5.8. The Seller is obliged to uphold all obligations contained in its tender for the public contract that preceded this Contract.
- 5.9. The Seller acknowledges and agrees that this Contract will be published under the Buyer's profile pursuant to section 147a of the PCA. Likewise, the price actually paid for performing this Contract will be published within time limits and in a manner stipulated in section 147a of the PCA. Pursuant to section 147a, subsections 4 and 5 of the PCA, the Seller is obliged to submit to the Buyer a list of subcontractors within time limits and scope defined therein. In the event of breach of statutory duties imposed on the Seller by section 147a, subsections 4 and 5 of the PCA, the Seller shall be liable in full for the damage suffered by the Buyer as a result of the breach of duty.
- 5.10. The right to use the software, the licence, shall be provided as unlimited in duration and territory and its price shall be included in the purchase price of the Goods. The licence shall be transferable with a right to sublicense and shall be assignable without the Seller's consent. The Buyer has no obligation to use this licence.
- 5.11. The Seller hereby declares that it is authorised to provide the licence to the benefit of the Buyer without any restrictions from third parties. The software in question is not encumbered by any third-party rights pursuant to the Act No. 121/2000 Sb., on copyright, as amended, or any other legal regulations. The Seller agrees and is aware that if anyone restricts the Buyer's rights in connection with the licence provided and prevents it from duly exercising its rights, the Seller is obliged to prevent such action at its own cost and to compensate the Buyer for the damage incurred.
- 5.12. If the declaration made by the Seller in article 5.11 of this Contract proves to be untrue or if the licence is, contrary to the Seller's declaration, invalid or in an insufficient extent, the Buyer is entitled to demand that the Seller pays a contractual penalty of CZK 500 000 (in words: five hundred thousand Czech crowns), without prejudice to the Buyer's right to damages. In such case, the Buyer is also entitled to invite the Seller to subsequently supply the licence in the necessary extent. If this obligation is not met by the Seller within 30 calendar days of the Seller's receipt of the invitation, the Buyer has the right to withdraw from this Contract.

VI Warranty of Quality

- 6.1. The Seller provides a warranty of quality of the Goods supplied of 24 months from the date the title to the Goods passed to the Buyer ("the Warranty Period"). The Buyer is obliged to report defects in the Goods immediately to the Seller's e-mail address **[TO BE COMPLETED BY TENDERER]**. While the warranty of quality applies, the Supplier shall provide warranty services free of charge, in the following scope and under the following conditions:
- As part of the warranty services, the Seller shall perform all servicing tasks to ensure that, throughout the above-mentioned period, the Goods meet the requirements set out in the Tender Dossier for the contract award procedure that preceded this Contract, as well as in Annex 1 to this Contract, while the following shall apply:
 - Services provided as warranty services shall be interpreted as the replacement/repair of defective (failed) parts and accessories, replenishment/replacement of service fluids, remedying any defects in the Goods or breakdowns caused by operation of the Goods, and performing adjustment and verification, calibration and validation of the Goods.
 - Mandatory items of the warranty services shall include the delivery of all spare parts, accessories, service fluids and charges and other devices or accessories

required for the operation/functions of the Goods, while the Buyer anticipates that the Goods would be operated for a total of 2000 hours within the period of 24 months upon acceptance of the Goods by the Buyer.

- While providing the warranty services, the Seller shall deliver spare parts under terms and conditions set out in this Contract, i.e. upon a written notification sent by the Buyer to the Seller, unless otherwise agreed in writing.
- 6.2. The Seller shall provide technical support for commissioning of the Goods and the subsequent phone support free of charge. The phone support during the period of warranty of quality shall be provided on working days (between 9:00 and 16:00 CET) in Czech or English language.
 - 6.3. The Seller undertakes to provide post-warranty consultancy services free of charge for 96 months after the end of the warranty of quality of Goods, as stipulated in section VI of this Contract.
 - 6.4. The Seller undertakes to provide written (e-mail) consultancy according to articles 6.2 and 6.3 of this Contract in Czech or English language. The Seller shall be obliged to respond to a written (e-mail) request by the Buyer in a demonstrable manner (by e-mail) within 72 hours of the receipt of the e-mail message, unless otherwise agreed in writing with the Buyer.
 - 6.5. If the Seller's written response to the Buyer's request in accordance with the preceding provision is delayed and/or if the Seller's obligations set out in article 6.4 of this Contracts are breached, the Seller agrees to pay a contractual penalty in the amount of 0.05 % of the total contract price, exclusive of VAT, as specified in section IV of this Contract for each day of delay commenced, without prejudice to the Buyer's right for compensation for damage. The contractual penalty may be charged by the Buyer upon every breach of obligations on the side of the Seller.
 - 6.6. The Buyer is obliged to report defects and facts preventing the Goods from being operated to the Seller in writing (by e-mail to the address **[TO BE COMPLETED BY TENDERER]**) immediately after they are found. The Seller shall perform warranty repairs on its own account without delay and within no more than twenty (20) calendar days upon the defect was reported by the Buyer, unless otherwise agreed in writing by the Contracting Parties. During the Warranty Period, the Seller shall be obliged to commence the remedy of defect on working days between 9:00 and 16:00 CET. The commencement of the remedy of defect shall be interpreted as the Seller's arrival in the place specified by the Buyer for the purpose of remedying the reported defect in the Goods. If the time limit for commencing the remedy of defect and for performing warranty repairs is exceeded, the Buyer is entitled to charge the Seller a contractual penalty in the amount of 0.5 % of the total purchase price, exclusive of VAT, for each day of delay commenced. The payment of the contractual penalty has no impact on the Buyer's right to damages.
 - 6.7. The Warranty Period shall be extended by the period between the time the defect was reported to the Seller and the time the Goods were put into operation in the place of performance and handed over to the Buyer.
 - 6.8. The warranty defect shall be deemed to have been duly claimed if reported before and including the last day of the warranty period.
 - 6.9. Should any defects occur during the trial run defined in article 2.10 of this Contract, the procedure set out in section VI of this Contract shall apply and the trial run period shall be extended by the time of repair.
 - 6.10. Unless otherwise stated, the Buyer shall be entitled to charge the Seller a contractual penalty for the

Seller's breach of obligations listed in section VI of this Contract in the amount of 0.5 % of the total contract price, exclusive of VAT, as listed in article 1 of section IV of this Contract, for each commenced day of delay in meeting the Seller's obligation. This provision may be applied repeatedly.

- 6.11. The warranty shall not cover defects resulting from incompetent handling or intervention and/or mechanical damage to the Goods caused by the Buyer.

VII

Withdrawal from Contract

- 7.1. Contracting Party may only withdraw from this Contract on the grounds stipulated herein or defined by the law.
- 7.2. The Contracting Party affected by a breach of obligations may unilaterally withdraw from the Contract due to a serious breach of this Contract. The following, without limitation, shall be considered a serious breach of this Contract:
- a) By the Seller, failure to meet technical requirements for the Goods set out by the Buyer in the Tender Dossier for the public contract preceding this Contract and in Annex 1 to this Contract, found either during the inspection of the Goods in the Seller's Factory or by inspection in the place of performance, during the trial run or upon its completion.
 - b) By the Buyer, payment of the purchase price according to this Contract later than 45 days upon the due date of the invoice in question.
 - c) By the Seller, failure to deliver even a part of the Goods within the agreed time.
 - d) By the Seller, if the Goods lack the properties stated by the Seller in this Contract.
 - e) By the Seller, if the Seller's tender submitted for the public contract preceding this Contract contains information or documents which do not correspond to the facts and have had or may have had impact on the outcome of the contract award procedure.
 - f) By the Seller, if the Seller delivers to the Buyer other Goods or Goods with different parameters than those declared by the Seller and offered for the public contract which preceded this Contract.
 - g) By the Seller, if during the trial run according to article 2.10 of this Contract it is found that the Goods do not meet the requirements for the Goods set out by the Buyer in the Tender Dossier for the public contract which preceded this Contract.
- 7.3. Obligations of the Contracting Parties resulting from the Contract extinct when the Contract ceases to be in effect. The cessation of the effect or discharge of the Contract does not terminate the right to damages or the right to payment of contractual penalties agreed in regard to the breach of contractual obligations which occurred before the cessation of the effect of the Contract, or those obligations of the Contracting Parties which, according to the Contract or given their nature, should continue to exist or which are defined by law.

VIII

Miscellaneous and Final Provisions

- 8.1. This Contract comes into effect on the day of signing by authorized representatives of both Contracting Parties.
- 8.2. The contractual penalties imposed according to this Contract shall be payable within thirty (30) days

of the date the liable party receives the written demand for payment issued by the entitled party to the account of the entitled party specified in the identification section of this Contract.

- 8.3. Any and all changes or amendments to the Contract may be made solely on the basis of written agreement between the Contracting Parties. Such agreement shall be in the form of dated and numbered amendments signed by both Contracting Parties.
- 8.4. If facts preventing the due performance of this Contract occur with either of the parties, such party shall be obliged to notify the other party immediately and without undue delay and call a meeting of the representatives of the Buyer and the Seller.
- 8.5. If the grounds for invalidity apply only to some provisions of the Contract, only those provisions shall be invalid, unless their nature, content or circumstances under which they were agreed make them inseparable from the other content of the Contract.
- 8.6. The Contracting Parties have agreed that the contractual relationship established by this Contract shall be governed, pursuant to section 262, subsection 1 of the Act No. 513/1991 Sb., the Commercial Code, by the Commercial Code.
- 8.7. The Contracting Parties will always strive to settle any disputes arising from the Contract amicably. Disputes arising from this Contract will be resolved in accordance with valid legislation by those authorities of the Czech Republic with subject-matter and territorial jurisdiction. Pursuant to the section 89a of the Act No. 99/1963 Sb., Civil Procedure Code, as amended, the Contracting Parties agree that for disputes arising from or associated with this Contract, the District Court for Pilsen – City and, if need be, the Regional Court in Pilsen shall have territorial jurisdiction.
- 8.8. If the Seller's registered office or place of business is outside the Czech Republic, this Contract shall be made in Czech, as well as English language. In the event of inconsistencies between the language versions, the Czech version shall prevail.
- 8.9. The Contract is executed in four (4) duplicates, with each having the force of an original. The Contracting Parties each receive two (2) counterparts.
- 8.10. Annex 1 – Parameters of the Goods Supplied forms an integral part of this Contract.
- 8.11. The Contracting Parties hereby declare that before signing, they have read the Contract and agree with its contents without reservation. The Contract is an expression of their genuine, true, free and solemn will. To attest to the genuineness and accuracy of these statements, the authorised representatives of the Contracting Parties hereby affix their signatures.

In Plzeň, date:

In **[TO BE COMPLETED BY TENDERER]**
on **[TO BE COMPLETED BY TENDERER]**

On behalf of the Buyer:

On behalf of the Seller:



University of West Bohemia in Pilsen

doc. PaedDr. Ilona Mauritzová, Ph.D.

the Rector

[TO BE COMPLETED BY TENDERER -
company name + name and

signature of the person authorized to act on
behalf of the Tenderer]

Annex 1 to the Purchase Contract – Parameters of the Goods Supplied

The Equipment supplied features and meets the following parameters:
KEY SPECIFICATIONS
<ul style="list-style-type: none"> • Ability to manufacture cylindrical, conical and other pre-defined rotation-symmetric products with a straight longitudinal axis. • Rolling with three adjustable rolls providing adjustable process conditions (temperature, rolling speed and others). • Flexible rolling of longitudinal rotation-symmetric products with a variable cross-section of 11 – 30 mm diameter and a maximum length of 6000 mm.
HEATING EQUIPMENT SPECIFICATIONS
<ul style="list-style-type: none"> • Induction heating (material to be heated: steel). • The heating device shall allow the stock to be heated in a controlled manner to the forming temperature in synchronism with the rolling equipment. • The heating temperature shall be controllable over the range of no less than 25-1250 °C. • Heated stock diameter range: 12 – 30 mm. • Heated stock length range: 500 – 1500 mm. • Minimum output (for 30 mm-diameter bars): 400 kg/hour. • Minimum installed medium-frequency power: 220 kW. • The position of the heating device shall be adjustable along the longitudinal axis of the equipment. • Temperature measurement shall be provided with two-colour pyrometers or other appropriate instruments. • The permitted deviation from the reference temperature shall be no more than +/- 5 °C along the longitudinal axis of the stock at the point of entry between rolls (in stock with a constant cross-section).
INCREMENTAL ROLLING MILL SPECIFICATIONS
<ul style="list-style-type: none"> • Rolling mill with three adjustable rolls at temperatures ranging from the room temperature to 1250 °C. • The range of initial diameters of stock shall be no less than 11-30 mm. • The range of product diameters at the exit shall be no less than 11-30 mm. • The minimum installed power shall be 3×15 kW. • The rolling speed (axial) shall be adjustable in the range of 25-250 mm/s. • The rolling mill is designed to sustain an operational load of no less than 10 tonnes of force per roll. • The radial setting speed of each roll shall be no less than 3 mm/s. • Capacity for rolling all metals and their alloys. • The ovality of final products (determined as the difference between the largest and the smallest diameter) shall be less than 1 % of the rolled product diameter (applies to cylindrical rolled products only).
COOLING EQUIPMENT
<ul style="list-style-type: none"> • Flexible control of microstructure evolution within the rolled product. • The cooling nozzles shall be installed in a variable configuration in no less than four sections of the rolling equipment. The first section shall comprise the area just upstream of the rolling

equipment, the second shall contain the rolls and the third is to be the area downstream of the rolling equipment.

- The location of the fourth section shall be variable, allowing the section to be placed within any other section in order to increase the cooling intensity. This configuration shall permit cooling of the rolled product in a controlled fashion synchronized with its movement at the exit from the rolling equipment and in accordance with the required temperature curve.
- The minimum required cooling rate is 30 K/s.
- The cooling medium shall be water. The Contracting Authority operates a water main of the following parameters:
 - cooling water temperature drop of 25/15 °C
 - maximum pressure of 3 bar
 - max. flow rate of 13 m³/h

SPECIFICATIONS FOR DATA ACQUISITION

- All control parameters of the equipment are logged and stored during operation. These logs are available in a form, which may be exported to formats compatible with ordinary data processing programs (the CSV format as the required minimum). The following process parameters are logged as the required minimum:
 - temperatures in 4 locations (after passage through the heating device, in the front part of the rolling equipment, after the rolling equipment and after the cooling section)
 - diameter of the rolled product (laser measurement or another appropriate method)
 - roll torque
 - roll speeds
 - positions of rolls during rolling
- Synchronized data streams are available for other external measuring sensors or for synchronizing other inputs and outputs of external devices (e.g. high-speed or thermal imaging cameras).
- The measured data for each rolled product is stored in a database.

CONTROL SOFTWARE SPECIFICATIONS

- Fully-fledged software (SW) for operating and controlling the equipment with one (1) licence for both educational and commercial purposes.
- The control system has a user interface and a visualization function for the measured data.
- The entire equipment is operated using a central control system (automatic computer-based system). It allows technological parameters to be defined by the user.
- Two data entry methods are available: via the equipment's operator interface and by uploading from an external source.
- The equipment allows the data entered (through the operator interface) to be stored in a file or in the machine's memory and to be subsequently downloaded.
- The control system permits interventions and modifications for the purpose of development and optimisation of the process.
- The language of the equipment communication interface and software is Czech or English.

SPECIAL SPECIFICATIONS AND REQUIREMENTS

- Heating chamber (part of the final cooling section) with a temperature control range up to 550 °C and a capacity for at least one final rolled product.
- Temperature measurement in no less than four locations (as described in the Specifications for Data Acquisition) is provided using two-colour pyrometers or other appropriate instruments.
- The entry table with a minimum length of 2 m allows the stock to be fed either to the inductor for heating or directly to the rolling equipment (an option is provided to enter stock which was pre-heated in furnace in order to allow rolling of non-magnetic steels).
- Handling table permits removing final products with lengths of 6 m and their cooling down to



ambient temperature.

This section of the equipment allows rolled products to be cut using a disc saw to any pre-defined length or to cut off heads and tails of the products.

- Overload protection for the entire system (protecting the components of the equipment and the tools from mechanical damage resulting from overload).
- The layout of the equipment permits installation in the designated location of the RTI/LET hall. The maximum footprint is 14 m × 5 m.

Signature of the Tenderer / person authorised to act on behalf of the Tenderer:

Date [TO BE COMPLETED BY TENDERER]

.....
[TO BE COMPLETED BY TENDERER –
company name + person authorized to act for
the Tenderer]

Annex 6 to Tender Dossier

Declaration on the Non-existence of a Conflict of Interest

for the public contract

Equipment for Development of Incremental Forming

1. Identification data of the Tenderer:

Name / company name

TO BE COMPLETED BY TENDERER

Place of business / registered office address:

TO BE COMPLETED BY TENDERER

Registration number:

TO BE COMPLETED BY TENDERER

2. Declaration

The Tenderer hereby declares that it meets no conditions for the existence of a conflict of interest pursuant to the provisions of the Tender Dossier for the public contract, including but not limited to the following:

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

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

In **TO BE COMPLETED BY TENDERER** on **TO BE COMPLETED BY TENDERER**

.....
**TO BE COMPLETED BY TENDERER –
company name + person authorized to act on
behalf of Tenderer**

Annex 7 to Tender Dossier

Subcontractor List

for the public contract

Equipment for Development of Incremental Forming

1. Identification data of the Tenderer:

Name / company name

TO BE COMPLETED BY TENDERER

Place of business / registered office address:

TO BE COMPLETED BY TENDERER

Registration number:

TO BE COMPLETED BY TENDERER

2. Subcontractor List

The following parts of performance of the public contract will be implemented by the Tenderer through the subcontractors listed below. The Tenderer is obliged to list in the form all parts of the performance it intends to implement through subcontractors. The Tenderer shall mark individual parts of performance with consecutive numbers, specify them with sufficient clarity and precision and identify the subcontractor adequately according to requirements listed in the table below.

The Tenderer shall only be required to submit this document if it intends to contract out parts of the performance to a subcontractor.

No.	Performance specifications	Identification of subcontractor: (company name/ name, place of business / registered office, registration number / fax number and e-mail address)

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

In [TO BE COMPLETED BY TENDERER] on [TO BE COMPLETED BY TENDERER]

.....
[TO BE COMPLETED BY TENDERER –
company name + person authorized to act on
behalf of Tenderer]



Annex 8 to Tender Dossier

Documents Pursuant to section 68, subsection 3 of the PCA

for the public contract

Equipment for Development of Incremental Forming

1. Identification data of the Tenderer:

Name / company name

[TO BE COMPLETED BY TENDERER]

Place of business / registered office address:

[TO BE COMPLETED BY TENDERER]

Registration number:

[TO BE COMPLETED BY TENDERER]

- a) The Tenderer submits the following list of authorised representatives or members of statutory bodies who have been employed by, held a position in or have been in a similar relationship with the Contracting Authority in the three years preceding the deadline for submitting tenders;

[TO BE COMPLETED BY TENDERER]

- b) The Tenderer submits a list of shareholders who own shares with a total face value exceeding 10 % of the registered capital, prepared within the time for submitting tenders;

[TO BE COMPLETED BY TENDERER; shall be left blank if the Tenderer is not a joint-stock or public company]

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

2. Signature of the Tenderer / person authorised to act on behalf of the Tenderer:

Date **[TO BE COMPLETED BY TENDERER]**

.....
**[TO BE COMPLETED BY TENDERER –
company name + person authorized to act on
behalf of Tenderer]**