

# Tender Dossier

Pursuant to the Public Contracts Act no. 137/2006, Coll., Section 44 as amended

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**Public Contract Title:**

## **Measuring Device for Tension and Pressure Uniaxial and Biaxial Mechanical Measurements of Biological Tissues**



**Open Below-Threshold Procedure**

**For a Public Contract for Supply of Goods**

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## 1. Contracting Authority Profile

### Contracting Authority:

<b>Name:</b>	University of West Bohemia in Pilsen
<b>Address:</b>	Univerzitní 8, 306 14, Plzeň, Czech Republic
<b>Authorized Representative:</b>	Doc. PaedDr. Ilona Mauritzová, Ph. D., Rector
<b>Identification no.:</b>	497 77 513

### Other information:

<b>Public Contract Title:</b>	Measuring Device for Tension and Pressure Uniaxial and Biaxial Mechanical Measurements of Biological Tissues
<b>Registration Number:</b>	375495

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

<b>Name:</b>	Advokátní kancelář Volopich, Tomšíček & spol., s. r. o. Registered in the Commercial Register administered by the Regional Court in Pilsen, section C, file no. 29293
<b>Address:</b>	Vlastina 23, 323 00 Plzeň, Czech Republic
<b>ID no.:</b>	02476649
<b>Tax ID no.:</b>	CZ02476649
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## 2. Preamble

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

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

Project title: **New Technologies for Information Society (NTIS)**

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

The Public Contract is pursuant to its anticipated value below-threshold Public Contract as per the Public Contracts Act, section 8.

The term “Bidder” used in the Tender Dossier also applies to situations where the Public Contracts Act also uses the term “Supplier”.

The complete Tender Dossier will be available on the Contracting Authority website: <https://profilzadavatelezapadoceskauniverzityaplzni49777513.allycon.eu/> from the first day of the publication of the contract notice.

In accordance with Section 86 of the Public Contracts Act, the Prior Information Notice was mailed on 3<sup>rd</sup> December 2013 to be published.

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

Annexes to the Tender Dossier are their integral part. The Tender Dossier is prepared in Czech and English languages. In case of conflict between the two language versions, the Czech version will take precedence.

The Bidder is entitled to request additional information concerning the Tender requirements from the Contracting Authority. **In such a case, the Bidder shall send a written request for additional information to the representative of the Contracting Authority (see Section 1 of the Tender Dossier), not to the Contracting Authority; a written request for additional information can be submitted six (6) working days prior to the deadline for submission of the Bids at the latest. Such additional information shall be posted on the website of the Contracting Authority.**

Should the Contracting Authority in exceptional cases refer to companies, business names or names and surnames, specific product and service brands marked by a certain subject, or its organisation unit, as characteristic, patents and inventions, utility models, trademarks or appellation of origin, then pursuant to the Public Contracts Act, section 44, subsection 11, the Contracting Authority expressly admits the use of other solutions of similar quality and technical qualities.

### 3. Subject Matter of the Tender

The Tender calls for a delivery of one (1) piece of a measurement system for one uniaxial tension and pressure, and a biaxial tension loading enabling high-precision measuring of forces and deformations including specimen grips, bases or platens, chamber for tests in water including heating system, camera for automatic detection of a measured specimen, software for controlling the measuring device and a computer with accessories (hereinafter also referred to as “the System”).

The listed specifications of the delivery are the minimum requirements that the delivery must meet. If the System offered by the Bidder does not comply with the technical specifications, as detailed below, or does not contain all the below described components, the Bidder will be excluded from the tender for the failure to meet the tender criteria set by the Contracting Authority in the Tender Dossier. **In Annex no. 1 to the mandatory Draft Contract, the Bidder shall submit the technical specifications of the particular System being offered and thus provide clear evidence that the specifications detailed below are fully met.**

#### 3.1. Technical Parameters of the System:

- The reaction base/surface from stainless steel or similar hard and non-corrosive material suitable for horizontal mounting of actuators and saline bath (dimensions in the range 700-1000mm × 700-1000mm × 40-60mm (length × width × thickness))
- Hardware for vertical mounting at least of two actuators side-by-side on a backplane
- Four actuators:
  - Generating force min. 200N
  - Max. frequency at least 10Hz
  - Max. speed at least 1000mm/min
  - Position resolution max. 35 micrometres
  - Max. stroke at least 120mm
  - Every actuator with its own output channel
  - Optional combination of independent horizontal and vertical attachment of actuators
- Transparent chamber for tests in water, saline, or other physiological solution, compatible with horizontally-mounted system used for uniaxial and biaxial measurements, which includes:
  - Heating subsystem for heating the liquid and holding a constant temperature, max. temperature at least 37°C
  - Oxygen input
- Transparent chamber for tests in water, saline, or other physiological solution, compatible with vertically-mounted system used for uniaxial measurements
- Load cells for four actuators compatible with force min. 200N
- Grips suitable for measurements in air and in a bath; grips for uniaxial loading have to support measurement of soft as well as hard tissues, grips for uniaxial tension loading have to be profiled
  - Planar biaxial loading: a hook or loop system for specimens with dimensions of 5-20mm × 5-20mm × 1-2mm (length × width × thickness)

- Uniaxial compression: grips suitable for cylindrical specimens with the diameter of 10-20mm or blocks with edge dimension of 10-20mm
- Uniaxial tension loading: grips suitable for typical specimen dimensions: width of 5-10mm, thickness of 4-7mm and length of 10-20mm; grip types:
  1. With screws or pneumatic grips
  2. Self-tightening grips
- An optical system for automatic deformation measurements that includes:
  - Software for real-time digital picture evaluation
  - Digital cameras (at least 180 frames per second, LED lighting)
  - Hardware for camera mounting above specimens being measured
  - Input and output channels
- Complete laboratory control and evaluation system
- Computer with accessories (min. 22" computer screen, keyboard, mouse) with operating system compatible with software being used for measurement device control and output processing:
  - CPU for system configuration providing at least 4000 performance points (this requirement can be checked via Performance Test™ ver. 8.0 available at: <http://passmark.com/products/pt.htm>)
  - RAM min. 32GB
  - Hard drive min. 500GB
  - Optical drive DVD-RW
  - Graphics card with two display outputs
  - GLAN network card
- Pre-installed software for measurement device control, designed for both horizontal and vertical system placement; installation media, information necessary for software reinstalling (if applicable), hardware dongle (if required for system's functioning); software must provide for real-time experiment monitoring, facilitating both linear and user-defined loading (sine-wave shaped, saw-tooth or rectangular shaped), creep stress, release of stress, tension as well as compression loading, biaxial loading; software must provide for original data output (length, force, time).
- Pre-installed software to examine and process results produced by the measurement device (strain tensor computation); software to generate measurement reports, and spreadsheet software; installation media, information necessary for software reinstalling (if applicable), hardware dongle (if required for system's functioning).
- Synchronization of measurement and camera systems over the course of measurements
- Backup power source (with rating compatible with the control computer) featuring overvoltage protection and sufficient battery capacity for at least 10 minutes to provide for safe completion of work and storage of results upon a power failure.

All the said components, including their control units, must be compatible; full functionality of the measuring device for biological tissues measuring must be provided for.

The Bidder will also be obliged to provide for the following along with the System:

- 1) The system will be delivered to the place of the Public Contract Delivery, assembled and installed;
- 2) System's calibration, its commissioning and testing of its flawless operation;
- 3) Delivery of technical documentation in electronic and hard copy, either in Czech or English;
- 4) Delivery of user manuals in electronic and hard copy, either in Czech or English;
- 5) The Seller must calibrate the System, commission it and test its flawless operation, and provide at least six (6) hours of training for two (2) members of the Contracting Authority's operation staff in the place of the Public Contract performance using the supplied System; the training shall provide the staff with the ability to fully operate the System, i.e. all its delivered parts including the software; 12 tests will be performed on the System over the course of such training: demonstration of the following measurements – uniaxial tension loading, uniaxial pressure loading, biaxial tension loading; all of these three types of tests shall be performed both in air and in a bath, for two different loading speeds, where each measurement will take at least 5 minutes.
- 6) 24-month guarantee period for the supplied System;
- 7) Guarantee maintenance service in the course of duration of the guarantee period;
- 8) Availability of spare parts during the project sustainability phase, i.e. until 2019.

Additional requirements concerning the delivery of the subject matter of the Contract and related services as well as General Conditions are defined in the mandatory Draft Contract attached as Annex no. 6 to the Tender Dossier.

### 3.2. Classification of the Subject Matter of the Public Contract Pursuant to CPV

Description:	CPV:
Testing and measuring devices	38540000-2

### 3.3. Anticipated Value of the Public Contract

The anticipated value of the Public Contract is CZK 3,980,000 (in words: three million nine hundred and eighty thousand Czech crowns).

The anticipated value of the Public Contract was determined by the Contracting Authority on the basis of a market survey of the relevant market offering the requested System.

The anticipated value of the Public Contract is the maximum value and cannot be exceeded. In case the Bidder proposes a higher Bid price than the anticipated value of the Public Contract, the Bidder will be excluded from the Tender process for a failure to meet the terms and conditions specified by this Tender.

The Contracting Authority anticipates that the Bid will be co-funded mainly by the Operational Programme Research and Development for Innovations.



### 3.4. Delivery Terms and Place of Delivery of the Public Contract

<b>Delivery date</b>	Within 28 weeks of the Contract signing.
<b>Place of delivery</b>	University of West Bohemia in Pilsen, Univerzitní 22, Plzeň, Czech Republic
<b>Visit to the place of delivery</b>	With regard to the nature of the Public Contract, there will be no visit to the place of delivery before submission of the Bids.



## 4. Qualification of the Bidders

### 4.1 General Principles

#### 4.1.1 Evidence Documenting Compliance with the Qualification Criteria and Consequences Resulting from the Failure to Meet the Qualification Criteria

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

Pursuant to Section 52 of the Public Contracts Act, the Bidder is obliged to demonstrate compliance with the qualification criteria by the deadline for submission of the Bids.

#### 4.1.2 Evidence Documenting Compliance with the Qualification Criteria

The Bidder submits a regular copy of the documents providing evidence of compliance with the qualification criteria.

The documents providing evidence of the compliance with the qualification criteria will be submitted exclusively in the Czech or English language by the Bidder (even if the Bidder is a foreigner Bidder – see art. 4.1.5 herein). An official certified translation into Czech or English will always be required for all documents made out in any other language than Czech or English. This obligation will not apply to documents in the Slovak language. **The documents providing evidence of compliance with the basic qualification criteria and a copy of an extract from a commercial register must not be older than 90 calendar days on the day when the Bid is submitted.**

If a representative is authorised to act on behalf of the Bidder based on a Power of Attorney, the Power of Attorney must be enclosed to the Bid including specification of the authorisation.

#### 4.1.3 Demonstrating Compliance with the Qualification Criteria by Submitting an Extract from the List of Qualified Contractors

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

#### 4.1.4 Demonstrating Compliance with the Qualification Criteria by Submitting a Valid Certificate

The Bidder shall be entitled to demonstrate compliance with the qualification criteria by submitting a **valid** certificate issued within the System of Certified Contractors which demonstrates compliance to the extent to which the documents proving the fulfilment of the relevant qualifications cover the requirements of the Contracting Authority for their demonstration as specified below. The qualification requirements

detailed by the Contracting Authority exceeding the scope of data specified in the certificate shall be evidenced by the Bidder by submitting other relevant documents or in a way detailed in the Qualification Section of the Tender Dossier.

#### **4.1.5 Foreign Bidders**

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

**For more details see chapter 4.2 herein discussing the basic qualification criteria.**

#### **4.1.6 Alternatives to Demonstrate Qualifications**

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

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

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

If the Bid is submitted jointly by a group of Bidders, the Bidders must meet the conditions and submit the documents specified in the Public Contracts Act, Section 51, subsections 5 and 6 to demonstrate their qualification.

## **4.2 Basic Qualification Criteria**

The basic qualification criteria will be met by a Bidder that:

- a) Has not been finally convicted of a criminal offence committed for the benefit of an organized crime group, of a criminal offence of participation in an organized crime group, legalisation of proceeds of criminal activity, complicity, accepting bribes, bribery, indirect bribery, fraud, loan fraud, including the cases of preparation for and attempts to participate in such a criminal offence, or the conviction on committing such a criminal offence has been expunged; in case of a legal person, the said criteria must be met by the legal person as well as by its statutory body and all and any member of the statutory body, if the statutory body of the Bidder or a member of the statutory body is represented by a legal person, the criteria must be met by the legal person as well as its statutory body and all and any members of the statutory body of such a legal person; if the Bid or application for participation is submitted by a foreign legal person through its organization

- unit, the herein specified criteria must be met by the manager of the organization unit as well as by the above specified persons; the Bidder must comply with the said qualification criteria in the Czech Republic as well as in the country of the Bidder's registered address, business or residence;
- b) Has not been finally convicted of a criminal offence, where the facts of the case are related to the business activities of the Bidder under separate legal regulations or where the conviction on committing such a criminal offence has been expunged; in case of a legal person, the said criteria must be met by the legal person as well as by its statutory body and all and any member of the statutory body, if the statutory body of the Bidder or a member of the statutory body is represented by a legal person, the criteria must be met by the legal person as well as its statutory body and all and any members of the statutory body of such a legal person; if the Bid or application for participation is submitted by a foreign legal person through its organization unit, the herein specified criteria must be met by the manager of the organization unit as well as by the above specified persons; the Bidder must comply with the said qualification criteria in the Czech Republic as well as in the country of the Bidder's registered address, business or residence;
  - c) Has not engaged in unfair competition practices, in the form of bribery, under separate legal regulations in the preceding three years;
  - d) Has not been subject to insolvency proceedings involving its assets, in which a declaration of bankruptcy has been issued in the preceding three years, or the insolvency petition has not been rejected due to a lack of assets on the part of the supplier to cover the costs of insolvency proceedings, or the pending bankruptcy process has not been cancelled because of the supplier's insufficient property or the supplier has not gone into receivership under separate legal regulations;
  - e) Is not being wound up;
  - f) Has no outstanding tax arrears registered in tax records, either in the Czech Republic or in the country of the registered office, place of business or residence of the supplier;
  - g) Has no outstanding arrears in respect of payments and penalties of public health insurance, either in the Czech Republic or in the country of the registered office, place of business or residence of the supplier;
  - h) Has no outstanding arrears in respect of payments and penalties of the social security insurance and contribution to the State employment policy, both in the Czech Republic and in the country of registered office, place of business or residence of the supplier;
  - i) Has not been lawfully disciplinarily punished, nor become a subject of a lawful disciplinary measure under separate legal regulations in the preceding three years. The same applies to an authorized representative acting on behalf of the Bidder in respect to these activities, and to any other persons responsible for the activity of the supplier;
  - j) Is not listed in the register of suppliers banned from participating in the performance of public contracts;
  - k) Has not been subject to a penalty lawfully imposed on the supplier for allowing illegal work under separate legal regulations in the preceding three years.

**The Bidder shall demonstrate compliance with the basic qualification requirements by submitting a Declaration on Word of Honour relating to article 4.2 (a) to (k) herein. A template of the Declaration on Word of Honour is enclosed to this Tender Dossier as Annex No. 2.**

**The Declaration on Word of Honour must be signed by the Bidder or a person authorized to act on behalf of the Bidder. The Declaration on Word of Honour must not be older than 90 days on the date when the Bid is submitted (see 4.1.1 herein).**

### 4.3 Professional Qualification Criteria

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

- a) An extract from the Commercial Register, if it has been registered, or an extract from another register, if registered;
- b) A document evidencing that the Bidder is authorized to pursue business activities pursuant to special legislation in the extent corresponding to the subject matter of the Public Contract, i.e. at least the following trade license: unlicensed trade – manufacturing, sale and services not listed in annexes no. 1 to 3 to the Trades Licensing Act.

### 4.4 Economic and Financial Eligibility Criteria

Pursuant to the Public Contracts Acts Section 50, subsection 1 c), the Bidder is obliged to submit a Declaration on Word of Honour concerning the Bidder's economic and financial eligibility to perform the Public Contract in order to demonstrate its qualification.

The mandatory template of the Declaration on Word of Honour is enclosed as Annex no. 3 to the Tender Dossier. The Declaration on Word of Honour must **be dated and signed by the Bidder, or a person authorized to act on behalf of the Bidder.**

### 4.5 Technical Qualification Criteria

Compliance with the technical qualification criteria will be demonstrated by a Bidder that submits:

- a) **A list of major contracts** performed by the Bidder over the past three (3) years, being identical or similar to the subject matter of this Public Contract, i.e. especially the delivery of devices for uniaxial tension or uniaxial pressure or biaxial mechanical measurements specifying their scope and value (delivery labelling, the total price paid to the Bidder for the delivery) and the terms of delivery. For the purposes of this provision, the above-mentioned period of three years is calculated retrospectively starting with the deadline for submitting the Bids.

The Bidder will meet this qualification criterion by providing evidence of implementing at least two (2) major contracts within the past three (3) years in the minimum value of **CZK 1,000,000 excluding VAT** (in words: one million Czech crowns) per individual contract.

**The Bidders shall use the provided template of the List of Major Contracts enclosed as Annex no. 4 to the Tender Dossier to list the major contracts as required.**

The list of major contracts shall include:

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

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

- Identification of the customer and supplier including name of the person who issued the document on behalf of the customer;
- Identification of the supplier;
- Description of the delivery;
- Price (volume) excl. VAT;
- Time of delivery.

- b) Description of the goods to be delivered** – the Bidder must submit a detailed technical specification of the goods to be delivered. The Bidder will enclose a colour photograph (for example, a catalogue or a brochure) of the proposed System, including detailed technical specifications of the goods, documenting compliance with all the technical criteria specified in Section 3 of the Tender Dossier. The description of the goods may be submitted either in Czech or English language.

## 5. Conditions

### 5.1 General Terms and Conditions

General terms and conditions that are not specifically stated in the Tender Dossier are detailed in the mandatory Draft of the Contract that forms part of the Tender Dossier – Annex no. 6 herein. The Bidder is not authorized to modify or change the draft of the Contract in any way, the Bidder may only specify the relevant details, the completion of which is assumed either by the Tender Dossier or by the Contract (all details to be specified by the Bidder are marked **[TO BE SPECIFIED BY THE BIDDER]**). **The Draft Contract must be signed by the Bidder or by a person authorized to act on behalf of the Bidder, or for the Bidder. Should the Draft Contract fail to be signed properly, the Bid submitted by the Bidder will be excluded and the Bidder will be disqualified from the Tender. If a representative is authorised to act on behalf of the Bidder based on a Power of Attorney, the Power of Attorney must be enclosed to the Bid including specification of the authorisation.**

### 5.2 Payment and Billing Conditions

The payment and billing conditions are generally described in this chapter of the Tender Dossier and detailed in the mandatory Draft Contract enclosed as Annex no. 6 herein.

The Contracting Authority will not pay any advance payments to the Bidder.

The payments will be made exclusively in Czech crowns (CZK). All pricing information will also be shown in Czech crowns (CZK).

The price will not be subject to fluctuations of the Czech crown to foreigner currencies, or other factors affecting the exchange rate and currency stability, except for possible changes to VAT tax regulations.

Maturity of tax documents as well as other payment and billing conditions are specified in the mandatory Draft Contract.

### 5.3 Method of the Bid Calculation

#### 1) Foreigner Bidders:

A foreign Bidder will specify the total Bid price in Czech crowns (CZK) excluding value added tax.

The total Bid price will be determined by the foreigner Bidder as the highest acceptable price including all fees and all additional costs incurred in connection with the performance of the Public Contract with the exception of the VAT, the VAT rate will be paid by the Contracting Authority in full.

#### 2) Czech Bidders:

The Bidders based in the Czech Republic will specify the total bid price broken down as follows: price in CZK excl. VAT; % VAT; total VAT in CZK and the total sum in CZK including VAT.

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

The Bid price must be stated as a fixed amount and must be specified as a single amount, not on a scale ranging from – to. The Bid price must not be stated in the form of a percentage or ratio, nor can it be calculated as a proportion of other sums.

The Bid price will be one of the criteria to evaluate the Bids submitted to the Tender.

The Bidder will specify the Bid price information on the Tender Proposal Cover Page enclosed as Annex no. 1 to the Tender Dossier, and also in the relevant article of the Draft Contract.

The Bid price information stated on the „Tender Proposal Cover Page” document and in the Contract must be identical, otherwise the terms and conditions of this part of the Tender Dossier will not be met and the Bid will be disqualified.

## 5.4 Conflict of Interests

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

A template of the Declaration on Word of Honour is enclosed as Annex no. 7 to the Tender Dossier. The Declaration on Word of Honour must be **dated and signed by the Bidder or by a person authorized to act on behalf of the Bidder or for the Bidder. If a representative is authorised to act on behalf of the Bidder based on a Power of Attorney, the Power of Attorney must be enclosed to the Bid including specification of the authorisation.**

## 5.5 Subcontracts

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

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

**This document will only be submitted by the Bidder, if the Bidder plans to employ a subcontractor to deliver part of the Contract.**

## 5.6 Additional Tender Conditions

The Contracting Authority does not entitle the Bidder to request any compensation of costs incurred in relation to participation in the Public Tender, not even in case of cancellation of the Public Tender pursuant to the conditions specified in the Public Contracts Act. At the same time, the Contracting Authority will not request the Bidder to compensate it for the cost of this Tender, neither in the form of compensation of costs really incurred, nor in the form of fees for participation in this Tender.

The Bid submitted by the Bidder must contain a **Declaration on Word of Honour** submitted along with the Bid enclosed as Annex no. 5 herein. The document must be dated and signed by the Bidder or a person authorized to act on behalf of the Bidder. If a representative is authorised to act on behalf of the Bidder based on a Power of Attorney, the Power of Attorney must be enclosed to the Bid including specification of the authorisation

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

- a) A list of statutory bodies or members of statutory bodies that were employed by the Contracting Authority, held a position, or had any similar relationship with the Contracting Authority in the three years prior to the deadline for submitting the Bids.
- b) Should the Bidder be a joint stock company, it will submit a list of its shareholders the total nominal value of whose shares exceeds 10% of registered capital; the list will be made out in the period for submission of the Bids.



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

A document template to be used to declare the fact pursuant to the Public Contracts Act, Section 68, subsection 3 is enclosed as Annex No. 9 to the Tender Dossier. **The document must be dated and signed by the Bidder, or by a person authorized to act on behalf of the Bidder or for the Bidder. If a representative is authorised to act on behalf of the Bidder based on a Power of Attorney, the Power of Attorney must be enclosed to the Bid including specification of the authorisation.**



## 6. Preparation of the Bid by the Bidder

The Bidder shall make out the Bid in writing; there will be one original + one additional copy and one electronic copy on a CD, scanned and saved in a \*.pdf format. The Draft Contract shall also be submitted in the \*.doc format or a compatible format. In case of inconsistency between the hard and the electronic wording of the Bid, the information stated in the written (hard) version shall take precedence.

The Bid must be prepared either in Czech or English language. All communication with the Contracting Authority will be held exclusively in Czech or in English language.

**For the sake of well-arranged Bids, the Contracting Authority recommends that each Bid is structured as follows and in line with the specified requirements:**

No.	Document	
1.	Tender Proposal Cover Page	<b>Annex no. 1</b> (template)
2.	Evidence documenting fulfilment of the <b>basic qualification criteria</b>	<b>Annex no. 2</b> (template) and documents pursuant to 4.2
3.	Evidence documenting fulfilment of the <b>professional qualification criteria</b>	documents pursuant to 4.3
4.	Evidence documenting fulfilment of the <b>economic eligibility criteria</b>	<b>Annex no. 3</b> (template)
5.	Evidence documenting fulfilment of the <b>technical qualification criteria</b>	<b>Annex no. 4</b> (template) and documents pursuant to 4.5
6.	Declaration on Word of Honour submitted together with the Bid	<b>Annex no. 5</b> (template)
7.	Draft Contract	<b>Annex no. 6</b> (template)
8.	Declaration on Word of Honour declaring non-existence of conflict of interests	<b>Annex no. 7</b> (template)
9.	List of Subcontractors (This document will only be submitted by the Bidder, if the Bidder plans to employ a subcontractor to deliver part of the Contract. For more information see chapter 5.5)	<b>Annex no. 8</b> (template)
10.	Documents pursuant to the Public Contracts Act, Section 68, subsection 3	<b>Annex no. 9</b> (template)
11.	Other documents, in particular documents delegating authority to act on behalf of the Bidder or other persons (powers of attorney)	
12.	CD with a scanned copy of the Bidders comprehensive Bid	

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

All the said documents representing one copy of the qualification part of the Bid will be bound together in order to prevent any exchange of sheets, or other alterations to this part of the Bid document, during

manipulation of the documents. This provision will apply to the original as well as the additional copy of the document.

The content of the data medium (CD pursuant to chapter 12) must be identical with the written (hard copy) original of the Bid.

## 6.1 Deadline and Place for Submission of the Bids

The Bids will be submitted in the period starting to run on the day following the day of the Tender opening and **ending on March 24<sup>th</sup> 2014 at 10:00 a.m.**

The Bid may be submitted **in person**, on a business day between 09:00 a.m. and 04:00 p.m., and on the last day of the deadline for submission of the Bids, i.e. on **March 24<sup>th</sup> 2014** between 09:00 a.m. and 10:00 a.m., or by registered **mail** that must be delivered to the Contracting Authority's representative by 10:00 a.m. on the last day of the deadline for submission of the Bid at the latest.

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

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

The envelope of the Bid shall have the following layout:

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

**NOT TO BE OPENED BEFORE THE TERM FOR OPENING THE ENVELOPES!**  
**“Measuring Device for Tension and Pressure Uniaxial and Biaxial Mechanical Measurements  
of Biological Tissues”**  
**(Contracting Authority – University of West Bohemia)**

Law Office  
Volopich, Tomšíček & spol., s.r.o.  
Vlastina 23  
323 00 Plzeň, Czech Republic

**The Bids submitted to the Tender will be delivered to the registered office of the Contracting Authority's Representative (see chapter 1 herein).**

## 6.2 Bid Validity Period

The Bid validity period starts upon the expiration of the time limit for submission of the Bids; the time limit was set as a period of **120 days**, in accordance with the Public Contracts Act, Section 43, subsection 2.

## 6.3 Security

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

## 6.4 Opening the Envelopes

**The envelopes with the Bids of individual Bidders will be opened in the headquarters of the Contracting Authority (Univerzitní 8, Plzeň) in the room no. R007 on March 24<sup>th</sup> 2014 at 11:00 p.m.**

The Bidders that have their Bids delivered before the deadline for submitting the Bids pursuant to Section 71, subsection 7, of the Public Contracts Act, and other persons specified by the Contracting Authority, can participate in the envelope opening procedure. For organizational reasons, only one person can be present to represent each Bidder. The Bidder's representative will authorize himself/herself by a power of attorney issued by the Bidder, and by a personal identity document; a member of a statutory body of the Bidder will authorize himself/herself by an extract from the commercial register, and by a personal identity document. The Bidder or its representative shall confirm their participation by signing in a register of Bidders present at the envelope opening procedure.

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

### 7.1 Evaluation Criteria and Method of Evaluation of the Bids

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

In accordance with the Public Contracts Act, section 78, subsection 1(a), the basic evaluation criterion for the Public Contract is the most economically advantageous Bid.

Evaluation sub-criteria are as follows:

Evaluation sub-criterion	Weight %
<b>Bid price</b>	<b>60</b>
<b>Technical parameters</b>	<b>40</b>

#### Bid Price

**The Bidder shall specify information about the Bid price on the Tender Proposal Cover Page and in all the relevant articles of the contract as required.**

The proposed price shall be calculated according to the following formula:

Number of points = (the lowest Bid price of all the Bids / the evaluated Bid price) x 60

The lowest Bid price shall be awarded 60 points. The resulting number of points will respect the selected weight of the evaluation criterion and will be rounded to two decimal places.

#### Technical Parameters

The evaluation criterion contains the following sub-criteria:

SUB-CRITERION	WEIGHT %
1) Actuator strength	15
2) Actuator speed	10
3) Support for measurements by means of deformation control	5
4) Pneumatic grips	20
5) Additional types of suitable grips	20
6) Grips with replaceable bases	10
7) Additional types of suitable replaceable bases for the grips	10
8) Support for actuator torsional movement	10

- Re 1) The strength of actuators including the used load cells exceeding the prescribed minimum of 200N will be evaluated. The partial weight of this sub-criterion is 15%.
- Number of points = (max. actuator strength proposed in the Bid/the highest offered value) x 15. The maximal strength to be considered in the calculation will be 1000N. The result will be rounded to two decimal places. The highest proposed value will be awarded 15 points.
- Re 2) The maximum speed of actuators exceeding the minimum speed of 1000 mm/min will be evaluated. The partial weight of this sub-criterion is 10%.
- Number of points = (max. actuator speed proposed in the Bid/the highest offered value) x 10. The result will be rounded to two decimal places. The highest proposed value will be awarded 10 points.
- Re 3) The option to perform measurements based on deformation control using a camera system will be evaluated. The partial weight of this sub-criterion is 5% (yes = 5 points, no = 0 points).
- Re 4) This sub-criterion evaluates whether the Bid contains pneumatic grips. The partial weight of this sub-criterion is 20% (yes = 20 points, no = 0 points).
- Re 5) This sub-criterion evaluates whether other types of suitable grips, other than those specified in the technical parameters of the Bid, e.g. with different shaping, are available. The partial weight of this sub-criterion is 20%.
- Number of points = (the number of additional grips offered in the evaluated Bid/the highest number offered) x 20. The result will be rounded to two decimal places. The highest number of the bonus grips will be awarded 20 points.
- Re 6) This sub-criterion evaluates whether the Bid contains grips with replaceable bases. Partial weight of this sub-criterion is 10% (yes = 10 point, no = 0 points).
- Re 7) This sub-criterion evaluates whether additional types of suitable grips with replaceable bases and shaping are included in the Bid. The partial weight of this sub-criterion is 10%.
- Number of points = (the number of additional replaceable bases offered in the evaluated Bid/the highest number offered) x 10. The result is rounded to two decimal places. The highest proposed number will be awarded 10 points.
- Re 8) This sub-criterion evaluates whether actuators allow torsional movement. The partial weight of this sub-criterion is 10% (yes = 10 points, no = 0 points).

The total number of points for the sub-criterion Technical Parameters will be determined as the sum of all points awarded to the individual sub-criteria and multiplied by 0.4, i.e. the weight of this sub-criterion (40%).

**The total number of points will be calculated as the sum of points awarded with regard to the two evaluation criteria. The winner will be determined based on the number of points, the higher the number of points, the better the position.**

## 7.2 Rights Reserved by the Contracting Authority

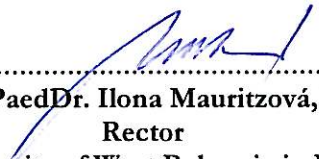
Should any of the Bids earn identical number of points, the Contracting Authority reserves the right to determine the order of these Bids by drawing, the Bidders that have submitted the Bids earning identical number of points will be present when the Bids are drawn. The Contracting Authority will inform the Bidders about the date when the drawing will take place in writing at least three (3) business days in advance.



30 -01- 2014

In Pilsen, date .....



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

Annex no. 1 to Tender Dossier

## Tender Proposal Cover Page

For the Public Contract

### Measuring Device for Tension and Pressure Uniaxial and Biaxial Mechanical Measurements of Biological Tissues

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**BASIC INFORMATION:**

**Contracting authority:** University of West Bohemia in Pilsen  
**Identification no.:** 497 77 513  
**Registered office:** Univerzitní 8, 306 14 Plzeň, Czech Republic  
**Persons authorized to act on behalf  
of the Contracting Authority:** doc. PaedDr. Ilona Mauritzová, Ph.D., Rector

<b>Bidder:</b>	[TO BE COMPLETED BY THE BIDDER]
<b>Registered office/place of business:</b>	[TO BE COMPLETED BY THE BIDDER]
<b>Identification no.:</b>	[TO BE COMPLETED BY THE BIDDER]
<b>Tax identification no.:</b>	[TO BE COMPLETED BY THE BIDDER]
<b>Person authorized to act on behalf of the Bidder:</b>	[TO BE COMPLETED BY THE BIDDER]
<b>Bank:</b>	[TO BE COMPLETED BY THE BIDDER]
<b>Authorized representatives:</b>	[TO BE COMPLETED BY THE BIDDER]
<b>Telephone/Fax:</b>	[TO BE COMPLETED BY THE BIDDER]
<b>E-mail:</b>	[TO BE COMPLETED BY THE BIDDER]

**BID PRICE – CZECH BIDDER**

	Price in CZK excl. VAT	VAT in %	VAT in CZK	Price in CZK incl. VAT
Measuring Device for Tension and Pressure Uniaxial and Biaxial Mechanical Measurements of Biological Tissues	[TO BE COMPLETED BY THE BIDDER]	[TO BE COMPLETE D BY THE BIDDER]	[TO BE COMPLETE D BY THE BIDDER]	[TO BE COMPLETE D BY THE BIDDER]

**BID PRICE – FOREIGN BIDDER**

	Price in CZK excluding VAT
Measuring Device for Tension and Pressure Uniaxial and Biaxial Mechanical Measurements of Biological Tissues	[TO BE COMPLETED BY THE BIDDER]

## TECHNICAL PARAMETERS

TECHNICAL PARAMETERS	
1) Actuator strength (N)	[TO BE COMPLETED BY THE BIDDER]
2) Actuator speed (mm/min)	[TO BE COMPLETED BY THE BIDDER]
3) Support for measurements by means of deformation control (YES/NO)	[TO BE COMPLETED BY THE BIDDER]
4) Pneumatic grips (YES/NO)	[TO BE COMPLETED BY THE BIDDER]
5) Additional types of suitable grips (number of the grips)	[TO BE COMPLETED BY THE BIDDER]
6) Grips with replaceable bases (YES/NO)	[TO BE COMPLETED BY THE BIDDER]
7) Additional types of suitable replaceable bases for the grips (number of pieces)	[TO BE COMPLETED BY THE BIDDER]
8) Support for actuator torsional movement (YES/NO)	[TO BE COMPLETED BY THE BIDDER]

In [TO BE COMPLETED BY THE BIDDER], date [TO BE COMPLETED BY THE BIDDER]

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



Annex no. 2 to Tender Dossier

## Declaration on Word of Honour to Demonstrate Compliance with the Basic Qualification Criteria

For the Public Contract  
Measuring Device for Tension and Pressure Uniaxial and Biaxial  
Mechanical Measurements of Biological Tissues

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**Bidder :** **TO BE COMPLETED BY THE BIDDER**  
**Registered office/Place of business:** **TO BE COMPLETED BY THE BIDDER**  
**Identification no.:** **TO BE COMPLETED BY THE BIDDER**

I hereby declare on my word of honour that:

Pursuant to Section 53, subsection 1(a): - Neither the supplier, nor any member of the supplier's statutory body, has been finally convicted of a criminal offence committed for the benefit of an organized crime group, of a criminal offence of participation in an organized crime group, legalisation of proceeds of criminal activity, complicity, accepting bribes, bribery, indirect bribery, fraud, loan fraud, including the cases of preparation for and attempts to participate in such a criminal offence, or the conviction on committing such a criminal offence has been expunged;

Pursuant to Section 53, subsection 1(b): - Neither the supplier, nor any member of the supplier's statutory body has been finally convicted of a criminal offence, where the facts of the case are related to the business activities of the Bidder under separate legal regulations or where the conviction on committing such a criminal offence has been expunged;

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

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

Pursuant to Section 53, subsection 1 (e): - The supplier is not being wound up;

- Pursuant to Section 53, subsection 1 (f): - The supplier has no outstanding tax arrears (including those relating to the excise tax) registered in tax records, either in the Czech Republic or in the country of the registered office, place of business or residence of the supplier;
- Pursuant to Section 53, subsection 1 (g): - The supplier has no outstanding arrears in respect of payments and penalties of public health insurance, either in the Czech Republic or in the country of the registered office, place of business or residence of the supplier;
- Pursuant to Section 53, subsection 1 (h): - The supplier has no outstanding arrears in respect of payments and penalties of the social security insurance and contribution to the State employment policy, both in the Czech Republic and in the country of registered office, place of business or residence of the supplier;
- Pursuant to section 53, subsection 1 (i): - In the past three years, the supplier has not been lawfully disciplinarily punished, nor has the supplier become a subject of a lawful disciplinary measure under special legal regulations; this applies to cases where demonstration of professional qualifications under separate legal regulations is required pursuant to Section 54(d). The same applies to an authorized representative, and to any other persons responsible for the activity of the supplier;
- Pursuant to Section 53, subsection 1 (j): - The supplier is not listed in the register of suppliers banned from participating in the performance of public contracts;
- Pursuant to Section 53, subsection 1 (k): - In the past three years there has been no penalty lawfully imposed on the supplier for allowing illegal work under separate legal regulations.

In **[TO BE COMPLETED BY THE BIDDER]**, date **[TO BE COMPLETED BY THE BIDDER]**

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



Annex no. 3 to Tender Dossier

## Declaration on Word of Honour Confirming Economic and Financial Eligibility

For the Public Contract

Measuring Device for Tension and Pressure Uniaxial and Biaxial  
Mechanical Measurements of Biological Tissues

### 1. Identification of Bidder:

Name / business name: [TO BE COMPLETED BY THE BIDDER]  
Registered office / place of business: [TO BE COMPLETED BY THE BIDDER]  
Identification no.: [TO BE COMPLETED BY THE BIDDER]

### 2. Declaration on Word of Honour:

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

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

In [TO BE COMPLETED BY THE BIDDER], date [TO BE COMPLETED BY THE BIDDER]

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

Annex no. 4 to Tender Dossier

## List of Major Contracts

### For the Public Contract

#### Measuring Device for Tension and Pressure Uniaxial and Biaxial Mechanical Measurements of Biological Tissues

**1. Identification of Bidder:**

Name / business name:

TO BE COMPLETED BY THE BIDDER

Registered office / place of business:

TO BE COMPLETED BY THE BIDDER

Identification no.:

TO BE COMPLETED BY THE BIDDER

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

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

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

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

- A certificate issued or signed by a public contracting authority (if the goods were provided to a public contracting authority); or
- A certificate issued by another entity (if the goods were provided to an entity other than a public contracting authority); or
- A contract entered into with another entity and a document evidencing the delivery of the goods (if the certificate cannot be obtained from this entity for reasons on their part).

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



In [TO BE COMPLETED BY THE BIDDER], date [TO BE COMPLETED BY THE BIDDER]

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



Annex no. 5 to Tender Dossier

## Declaration on Word of Honour

For the Public Contract

Measuring Device for Tension and Pressure Uniaxial and Biaxial  
Mechanical Measurements of Biological Tissues

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### 1. Identification of Bidder:

Name / business name:

[TO BE COMPLETED BY THE BIDDER]

Registered office / place of business:

[TO BE COMPLETED BY THE BIDDER]

Identification no.:

[TO BE COMPLETED BY THE BIDDER]

### 2. Declaration on Word of Honour:

The Bidder hereby declares that the Bidder:

- Has become acquainted, to the full extent, with the terms and conditions of the Tender, and it has studied all the documents and other facts essential for the Tender herein;
- Information, declarations and other facts stated in the said Bid are complete and true;
- Has clarified all disputable provisions or ambiguities before submitting the Bid;
- Agrees with the terms and conditions of the Tender and respects them;
- Neither the Bidder, nor any person close to the Bidder, no employee of the Bidder or its subcontractor, no person close to the subcontractor or an employee of the subcontractor, have participated in the preparation of the Tender Dossier;
- Has not prepared the Bid in coordination with another supplier submitting its Bid.

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

In [TO BE COMPLETED BY THE BIDDER], date [TO BE COMPLETED BY THE BIDDER]

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

**Annex no. 6 to Tender Dossier**

## **MANDATORY DRAFT OF THE PURCHASE CONTRACT**

### **Purchase Contract**

(Hereinafter referred to as the “Contract”)

*Entered into pursuant to the Commercial Code, Act no. 89/2012, Coll., Section 2079 et sequentes and Section 2358 et sequentes, and the Copyright Act no. 121/2000, Coll., regulating copyright and rights associated with the copyright and changes of certain acts, as amended.*

#### **I.**

#### **Contracting Parties**

**1.1. Buyer: University of West Bohemia in Pilsen**

Registered office: Univerzitní 8, 306 14 Plzeň, Czech Republic  
Represented by: Doc. PaedDr. Ilona Mauritzová, Ph.D., Rector  
Bank: Komerční banka a.s., Plzeň-město  
Account no.: 4811530257/0100  
Identification no.: 497 77 513  
Tax identification no.: CZ49777513

(Hereinafter referred to as the “Buyer”) as one Contracting Party

and

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

Registered office / place of business: [TO BE COMPLETED BY THE BIDDER]  
Represented by: [TO BE COMPLETED BY THE BIDDER]  
Bank: [TO BE COMPLETED BY THE BIDDER]  
Account no.: [TO BE COMPLETED BY THE BIDDER]  
Identification no.: [TO BE COMPLETED BY THE BIDDER]  
Tax identification no.: [TO BE COMPLETED BY THE BIDDER]

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

(Hereinafter referred to as the “Seller”) as the other Contracting Party

(Together also referred to as the “Contracting Parties”)

#### **WHEREAS:**

- a) This Contract is concluded based on a result of the open Tender held pursuant to the Public Contracts Act no. 137/2006, Coll., as amended awarding the Public Contract entitled “Measuring Device for Tension and Pressure Uniaxial and Biaxial Mechanical Measurements of Biological Tissues”;
- b) And the Seller’s Bid was evaluated as the most advantageous in the public Tender;
- c) The Seller confirms that they have become fully acquainted with the scope and nature of the Contract concerning the said subject matter of the Public Contract, and that they are aware of all

technical, qualitative and other conditions and have the capacities and expertise needed to deliver the Contract;

- d) The Seller explicitly confirms that they have studied all the Contracting Authority's documents and instructions received by the date of execution of this Contract as well as instructions contained in the requirements that the Buyer defined for the Contract, that the Seller has found these requirements to be appropriate, that the purchase price and the method of the Contract delivery contain and take into consideration all the above specified conditions and circumstances;

## THE CONTRACTING PARTIES ENTER INTO THE FOLLOWING CONTRACT.

### II.

#### Subject Matter of the Contract

- 2.1. The Seller undertakes, within the scope and pursuant to the terms and conditions of the Contract herein, to supply to the Buyer one (1) piece of a measurement system for one uniaxial tension and pressure, and a biaxial tension loading enabling high-precision measuring of forces and deformations including specimen grips, bases or platens, chamber for tests in water including heating system, camera for automatic detection of a measured specimen, software for controlling the measuring device and a computer with accessories (hereinafter also referred to collectively as "the Goods"); a detailed specification of the Goods is included in **Annex No. 1** herein, which forms and integral part to the Contract.
- 2.2. The Seller undertakes to transfer the ownership right to the Goods to the Buyer, and the Buyer undertakes to pay the purchase price for the Goods.
- 2.3. The Seller's commitment also includes transportation of the Goods to the place of delivery including assembly and installation of the Goods.
- 2.4. The Seller must calibrate the System, commission it and test its flawless operation, and provide at least six (6) hours of training for two (2) members of the Contracting Authority's operation staff in the place of the Public Contract performance using the supplied System; the training shall provide the staff with the ability to fully operate the System, i.e. all its delivered parts including the software; 12 tests will be performed on the System over the course of such training: demonstration of the following measurements – uniaxial tension loading, uniaxial pressure loading, biaxial tension loading; all of these three types of tests shall be performed both in air and in a bath, for two different loading speeds, where each measurement will take at least 5 minutes.
- 2.5. Along with the Goods, the Supplier shall deliver technical documentation and user manual, both in electronic and hard copy, either in Czech or English language.
- 2.6. The Seller must provide for availability of spare parts at least until 2019.

### III.

#### Time and Place of Delivery

- 3.1 The Seller undertakes to deliver the Goods to the Buyer and perform all obligations as per art. II herein **within 28 weeks** upon signing the herein Contract at the latest. Should the Seller be in delay with the delivery of the Goods and performing of the obligations set out in art. II herein, the Buyer will be entitled to request the Seller to pay a contractual penalty of 0.5% of the total purchase price for every – complete or incomplete – day of the delay; the right of the Buyer to request damages will not be prejudiced.
- 3.2 The Contracting Parties will make out an Acceptance Protocol confirming acceptance of the Goods; such document shall be signed by both Contracting Parties. This Acceptance Protocol confirming the delivery and acceptance of the Goods shall include a confirmation that all the Seller's obligations as



per art. II have been met. The Buyer is entitled to reject the Goods, if the Goods prove to be defective.

3.3 The title to the Goods is transferred from the Seller to the Buyer on the day of signing the Acceptance Protocol confirming the delivery and acceptance of the Goods. The risk of damage rests with the Seller until the ownership title is transferred to the Buyer.

3.4 The place of delivery is University of West Bohemia, Univerzitní 22, Pilsen, Czech Republic.

#### IV.

##### Price and Payment Terms

4.1. **A: [CZECH SELLER<sup>1</sup>]** The Buyer undertakes to pay the Seller for the delivered Goods the stipulated **purchase price of CZK [TO BE COMPLETED BY THE BIDDER] excluding VAT** (in words: **[TO BE COMPLETED BY THE BIDDER] CZK**), the VAT is **[TO BE COMPLETED BY THE BIDDER]%**, the VAT is CZK **[TO BE COMPLETED BY THE BIDDER]** (in words: **[TO BE COMPLETED BY THE BIDDER] CZK**), **the purchase price including VAT is CZK [TO BE COMPLETED BY THE BIDDER] (in words: [TO BE COMPLETED BY THE BIDDER] CZK).**

**B: [FOREIGNER SELLER<sup>1</sup>]** The Buyer undertakes to pay the Seller in a due and timely manner for the delivered Goods, the stipulated **purchase price is CZK [TO BE COMPLETED BY THE BIDDER] excluding VAT** (in words: **[TO BE COMPLETED BY THE BIDDER]**),

The relevant VAT assessed by the Buyer will be paid by the Buyer.

The purchase price will be paid by the Buyer to the Seller in Czech crowns based on a tax document – invoice, the purchase price will be paid in two instalments:

- 30% of the total purchase price will be paid by the Buyer after the production documents for the System (the Goods) are delivered to the Buyer by the Seller based on the following documents:
  - Invoice (one original and one additional copy) for 30% of the purchase price,
  - One original of the document confirming the delivery and acceptance of the production documentation for the Goods signed by authorized representatives of the two contracting parties,
    - 70% of the total purchase price will be paid by the Buyer following the delivery of the Goods free of any defects and unfinished parts, its installation by the Seller, commissioning and demonstration of all the required functions, parameters, training of the Buyer's operating staff members and testing of the System pursuant to article 2.4 herein in the course of the training based on the following documents:
  - Invoice (one original and one additional copy) for 70% of the purchase price,
  - One original copy of the Acceptance Protocol for the Goods containing also the Buyer's confirmation that all the relating requirements specified in article II herein have been complied with by the Seller.

4.2. The purchase price is stipulated as the highest possible price including all fees and any other costs associated with the supply of the Goods and performance of all obligations pursuant to this Contract.

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<sup>1</sup> The Bidder will choose one of the alternatives, alternative A, or alternative B that will remain in the Draft Contract and will delete the other alternative.

- 4.3. The contractual price may only be exceeded as a result of amendments to tax regulations concerning VAT.
- 4.4. The Buyer shall settle the purchase price in a one-off payment in Czech crowns against a tax document – invoice. The contractual price will be invoiced to the Buyer within 30 days of the production documentation/Goods delivery, i.e. the day on which the Acceptance Protocol confirming the delivery and acceptance of the production documentation/Goods and performance of all obligations as per art. II herein is signed by both Contracting Parties.
- 4.5. A copy of the Acceptance Protocol confirming the delivery and acceptance of the production documentation/Goods signed by both Contracting Parties must be enclosed to the invoice.
- 4.6. The tax document – the invoice must contain all elements of a proper accounting and tax document pursuant to the relevant legislation, namely the Value Added Tax Act no. 235/2004, Coll., as amended. The Buyer will be entitled to return an invoice missing the relevant elements to the Seller to be amended before its due date, and the Buyer will not be in delay with the payment in such a case. The payment period will start again after the duly amended or corrected invoice is received by the Buyer.
- 4.7. Maturity of the invoice is stipulated 30 days after it is demonstrably received by the Buyer. However, the Buyer reserves a unilateral right to extend the maturity of the invoice depending on the availability of funding released from the Operational Programme Research and Development for Innovations (OP RDI) for up to 30 days. Late allocation of funding from the OP RDI will not cause the Buyer to be in delay with the payment of the purchase price stipulated herein.
- 4.8. The purchase price will be credited by the Buyer to the bank account of the Seller specified in the head of this Contract. The Buyer will meet the obligation to pay the purchase price when the total amount of the purchase price is credited to the Seller's bank account.
- 4.9. Should the Buyer be short of funding as described in art. 4.7 herein, the following procedure to postpone the payment will apply as stipulated by the Contracting Parties: the Buyer will be obliged to notify the Seller of the existing situation in writing without undue delay. The maturity of the tax document will be postponed by up to 30 calendar days from the day on which the notice is delivered to the Seller.
- 4.10. Should the Buyer be in default with payment of the invoice, the Seller will be entitled to request an interest on late payment of 0.05% of the amount due for every, even incomplete, day of the delay from the Buyer. The interest on late payment will not be charged, if the payment is postponed due to deferred allocation of funding from the Operational Programme RDI pursuant to articles 4.7 and 4.9 herein.
- 4.11. The Buyer will be entitled to off-set any contractual penalties that the Seller is obliged to pay, against the invoiced amount.

## V.

### **Rights and Obligations of the Contracting Parties**

- 5.1. The Seller will be obliged to deliver the Goods under the terms and conditions of this Contract and the Goods must comply with the technical requirements specified in Annex no. 1 herein and must be free of any defects.
- 5.2. The Seller is not entitled to assign any rights or obligations arising from this Contract to a third party without obtaining a previous written consent of the Buyer.
- 5.3. The Seller agrees that any receivables that may be claimed from the Buyer and that come to existence based on this Contract may not be assigned or set off by a unilateral legal act.
- 5.4. The Seller will be liable to the Buyer for any damage caused by violation of duties stipulated in this Contract or obligations stipulated by generally binding legal regulations.

- 5.5. The Seller will be obliged to properly maintain all originals of the Contract including all its Annexes, originals of tax documents and other documents relating to the execution of the subject matter of the Contract for at least three years after the OP RDI project is closed, i.e. at least until 2022. During the same time period, the Seller will be obliged to provide requested information and documents to personnel authorised to audit the project to enable them to audit the documents relating to the performance of the Contract, in particular to provide the requested information and documents to the employees or agents of bodies authorized to audit projects performed under OP RDI, and will be obliged to create conditions for these personnel to be able to carry out the audit of the project implementation, and cooperate in the audit. Furthermore, all documents and contract-related documents must be protected against loss, theft or degradation.
- 5.6. The Seller acknowledges that, pursuant to the Financial Control in Public Administration Act no. 320/2001, Coll., Section 2 (e), and amendments to some laws (Financial Control Act), as amended, the Seller is a person obliged to cooperate in exercising financial control. A controlling body of the Operational Programme RDI will be authorized to perform an audit and access those parts of the Bid, Contract and relating documents that are subject to protection according to special legal regulations (such as trade secrets, proprietary information) for a period of three years after the operational programme is closed, provided that the requirements defined by the law (for example, the Control Act no. 255/2012, Coll., Sections 8, 9 and 20) are met. The controlling body of the Operational Programme RDI is similarly authorized to perform an audit at the Seller's subcontractors (*see the annex no. 2 to the Guidelines for OP RDI Applicants and Beneficiaries as amended – Contractor Selection Guidelines*) <http://www.msmt.cz/strukturalni-fondy/spolecne-prilohy-priucek-pro-zadatele-a-prijemce-op-vavpi-3>).
- 5.7. The Seller is obliged to follow and observe the Visual Identity Manual of the OP RDI published at the website of the Ministry of Education of the Czech Republic: <http://www.msmt.cz/strukturalni-fondy/manual-vizualni-identity-op-vavpi>. All the contract-related outputs (documents, records, drawings etc. must contain the visual identity features according to the Manual).
- 5.8. The Seller undertakes that if in connection with the implementation of the Contract herein the authorised employees of the Seller are provided with personal/sensitive data pursuant to the Personal Data Protection Act no. 101/2000, Coll., as amended, when performing their duties, they will adopt all and any measures to prevent unauthorised or accidental access to this data, changes, damage or loss of this data, unauthorised transfer, unauthorised processing of the data and misuse of the data.
- 5.9. The Seller will be obliged to observe all the commitments that had been stated in its Bid submitted to the Tender before this Contract was signed.
- 5.10. The Seller acknowledges and agrees that this Contract will be made public on the Buyer's website pursuant to the Public Contracts Act section 147(a), and that the actual price paid for the supply of the subject-matter of the Contract will also be made public by the deadlines and in a manner defined by the Public Contracts Act section 147(a). In accordance with the Public Contracts Act, Section 147(a), section 4 and 5, the Seller is obliged to submit to the Buyer a list of subcontractors in the specified scope by the specified deadlines. Should the Seller fail to comply with the statutory obligations specified in the Public Contracts Act, Section 147(a), section 4 and 5, the Seller will be liable for the damage resulting from the failure to comply with the obligation and for the full compensation of the Buyer.

## VI.

### Quality Guarantee

- 6.1. The Seller provides 24-month guarantee on the Goods to the Buyer. The guarantee period starts to run on the day following the day when the Goods is delivered to the Buyer, or as the case may

be, after the day when both Contracting Parties signed the Acceptance Protocol confirming the Goods delivery and acceptance.

- 6.2. The Buyer is obliged to inform the Seller about any defects covered by the guarantee as soon as they are identified. The Seller will carry out any repairs covered by the guarantee free of charge and without undue delay with regard to the type of defect, however, no later than within 30 calendar days from the date a defect is reported by the Seller, unless stipulated otherwise. In this respect, the Seller acknowledges, that they may start removing the defects on business days from 8:00 a.m. to 2:00 p.m. Should the Seller fail to meet the specified (or otherwise agreed) deadline for repair under guarantee, the Buyer will be entitled to request a contractual penalty of 0.05% from the total contractual price from the Seller for every, even started, day of delay, this will not prejudice the Buyer's right to claim damages.
- 6.3. In the course of the guarantee period, the Seller will be obliged to remove the claimed defects, or as the case may be, satisfy other claims of the Buyer arising from unsatisfactory performance.

## VII.

### Termination of the Contract

- 7.1. The Contract can only be terminated for reasons stipulated in the Contract or specified by law.
- 7.2. A Contracting Party affected by the other party's failure to meet its obligation may unilaterally terminate this Contract for a gross violation of the Contract; in particular, the following will be considered a gross violation of this Contract:
- Seller's failure to comply with the technical requirements for the Goods specified by the Buyer in the Tender Dossier for the Public Tender before signing this Contract, i.e. during inspection of the Goods upon its delivery as well as in the course of the staff training and testing in accordance with article II of this Contract;
  - Buyer's failure to pay the purchase price in accordance with this Contract for more than 60 days after the due date of a relevant invoice;
  - Seller's failure to duly deliver even part of the Goods on the agreed date;
  - Seller's failure to supply Goods possessing the properties declared by the Seller in this Contract, or as the case may be, Annex no. 1.

Once the Contract becomes ineffective, all and any obligations of the Contracting Parties arising from this Contract will cease to exist. The ineffectiveness or termination of the Contract will not affect the existence of the right to claim damages and contractual penalties in case of violation of the contractual obligations existing before the Contract becomes ineffective, and obligations of the Contracting Parties that are to survive this Contract by their nature or by law.

## VIII.

### Common and Closing Provisions

- 8.1. This Contract becomes valid and effective on the date it is entered into, i.e. on the date of signature by authorised representatives of the Contracting Parties.
- 8.2. Contractual penalties claimed pursuant to this Contract are due thirty (30) days of the date when the party obliged to pay the penalty receives a written notice concerning payment of the contractual penalty from the entitled party, the payment will be credited to the account of the entitled party specified in the heading of this Contract.

- 8.3. All and any changes and amendments to the Contract may only be made by a written agreement of the Contracting Parties. Such agreements must be in the form of numbered amendments to the Contract signed by both Parties and dated.
- 8.4. If any of the Parties is unable to duly perform this Contract due to circumstances preventing it from doing so, the Party will be obliged to inform the other Party about the fact without undue delay and initiate a meeting of the Buyer's and Seller's representatives.
- 8.5. If a reason causing one provision to be invalid only affects a certain provision of the Contract, only this particular provision will be invalid, unless its nature or the circumstances under which it was stipulated indicate that it is not severable from the rest of the Contract.
- 8.6. The Contracting Parties will always strive to reach amicable settlement of possible disputes arising from the Contract. Possible disputes arising from this Contract will be resolved in accordance with the valid laws by local authorities with appropriate competences in the Czech Republic. In accordance with the Civil Procedure Code, Act no. 99/1963, Coll., Section 89(a) as amended, the Contracting Parties stipulate that disputes arising from this Contract or relating to this Contract will be resolved by the district (Okresní soud Plzeň – město) or regional court in Pilsen (Krajský soud v Plzni).
- 8.7. The Contract is made out in four (4) identical copies, each of which is valid as original. Each of the Contracting Parties will receive two (2) identical copies.

The following annex constitutes an integral part of the contract:

Annex No. 1 – Detailed Technical Specification of the Goods;

- 8.8. The Contracting Parties declare that they have read the Contract before signing, and agree with its content without any reservations. The Contract expresses their sincere, real, free and serious will. To demonstrate that these statements are authentic and true, the authorized representatives of the Contracting Parties attach signatures in their own hand.
- 8.9. In case the Seller's residence or place of business is not in the Czech Republic, this Contract will be entered into in the Czech and English languages; in case of any conflict between the language versions, the Czech version shall take precedence. In such a case, four counterparts of the Contract in English and four counterparts of the Contract in Czech will be signed. In case the Seller's residence or place of business is located in the Czech Republic, this Contract will be entered into in the Czech language only. Annex No. 1 is allowed in English even though this Contract will be entered into in the Czech language.

In Pilsen .....

Date

On behalf of the Buyer:

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

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

On Behalf of the Seller:

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University of West Bohemia in Pilsen

Doc. PaedDr. Ilona Mauritzová, Ph.D.

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**[Name and signature of the persona authorized to act on behalf of the Bidder]**



Rector

**Annex no. 1 to the Purchase Contract – Specification of the Goods**

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

Annex no. 7 to Tender Dossier

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

For the Public Contract

Measuring Device for Tension and Pressure Uniaxial and Biaxial  
Mechanical Measurements of Biological Tissues

### 1. Identification of Bidder:

Name / business name:

[TO BE COMPLETED BY THE BIDDER]

Place of business / registered office:

[TO BE COMPLETED BY THE BIDDER]

Identification no.:

[TO BE COMPLETED BY THE BIDDER]

### 2. Declaration on Word of Honour:

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

- a) The Bidder has not participated in the preparation of the Public Contract;
- b) No employee of the Contracting Authority, or a member of the project implementation team, or a person participating in the preparation or implementation of the given Tender as a contractor have participated in the preparation of the Bid submitted by the Bidder;
- c) The Bidder's Bid has not been prepared together with a person who is an employee of the Contracting Authority, member of the project implementation team or person participating in the preparation or implementation of the given Tender as a contractor;
- d) No Contracting Authority's employee, member of the project implementation team or person participating in the preparation or implementation of the given Tender as a contractor is a sub-supplier to the Bidder.

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

In [TO BE COMPLETED BY THE BIDDER], date [TO BE COMPLETED BY THE BIDDER]

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

Annex no. 8 to Tender Dossier

## List of Subcontractors

For the Public Contract  
Measuring Device for Tension and Pressure Uniaxial and Biaxial  
Mechanical Measurements of Biological Tissues

### 1. Identification data of the Bidder:

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

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

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

### 2. List of Subcontractors

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

The Bidder will include this List only if any part of the Contract is to be delivered by a subcontractor.

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

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

In [TO BE COMPLETED BY THE BIDDER], date [TO BE COMPLETED BY THE BIDDER]

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





Annex no. 9 to Tender Dossier

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

### For the Public Contract Measuring Device for Tension and Pressure Uniaxial and Biaxial Mechanical Measurements of Biological Tissues

#### 1. Identification of Bidder:

Name / business name: [TO BE COMPLETED BY THE BIDDER]  
Place of business / registered office: [TO BE COMPLETED BY THE BIDDER]  
Identification no.: [TO BE COMPLETED BY THE BIDDER]

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

[TO BE COMPLETED BY THE BIDDER]

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

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

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

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

In [TO BE COMPLETED BY THE BIDDER], date [TO BE COMPLETED BY THE BIDDER]

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