

TENDER DOSSIER

Pursuant to the Public Contracts Act No. 137/2006, Coll., Section 44, as Amended (hereinafter referred to as “the Act”) for the **Below-the-Limit Public Contract** for a Delivery Supplied in an Open Tender Procedure Entitled:

Delivery of Autoclave for the Production of Composite Materials for the NTIS Project

Contracting Authority: University of West Bohemia in Pilsen

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Public Contract Title: **Delivery of Autoclave for the Production of Composite Materials for the NTIS Project**

Contracting Authority: University of West Bohemia in Pilsen
Address: Univerzitní 8, 306 14 Pilsen, Czech Republic
ID No.: 49777513
Tax ID No.: CZ49777513

**Person Authorized to Act
on Behalf of the Contracting**

Authority: Doc. Ing. František Vávra, CSc.
Dean of the Faculty of Applied Sciences, authorized to act on
behalf of the University

Contact Person: Jitka Růžičková
Telephone: +420 37763 1311
Fax: +420 37763 1302
Email: cibulkov@ntis.zcu.cz

Apart from the Act, the Contracting Authority also follows 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, in order to assign this Public Contract.

Project Title: NTIS – New Technologies for Information Society (NTIS)
Project Number: CZ.1.05/1.1.00/02.0090

If the term "Bidder" is used in the Tender Dossier, it will also apply to situations where the Public Contracts Act uses the term "Supplier" as well.

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

1 SPECIFICATION OF THE SUBJECT MATTER OF THE PUBLIC CONTRACT

1.1 Subject matter of the Public Contract

1.1.1 The scope of this Public Contract is the delivery of 1 (one) autoclave device for the production of advanced composite structures with thermoset or thermoplastic polymer matrix and, if required, with metal components for joining (hereinafter referred to as "the Equipment").

- 1.1.2 The required (minimum) specification of the subject matter of the Public Contract including required accessories and software is specified in the Draft Purchase Contract, which is enclosed to the Tender Dossier as Annex No.6.
- 1.1.3 The subject matter of the Public Contract will be new, fully functional, and complete and will be equipped with full-fledged software enabling its proper use.
- 1.1.4 In case the Contracting Authority refers in its Tender Dossier to business companies, business names or names and surnames, specific labelling of products and goods applicable to a certain entity, or its organizational unit as characteristic for this entity, to patents and inventions, utility models, industrial designs, trademarks or appellation of origin, then the Contracting Authority expressly permits also the use of other solutions similar in terms of quality and technology in accordance with section 44, subsection 11 of the Act. However, the solution must be an equivalent replacement.
- 1.1.5 Additional requirements for the Equipment delivery are specified in the Draft Purchase Contract (“the Contract”), which is enclosed to the Tender Dossier as Annex no. 6.
- 1.2 **Classification of the subject matter of the Public Contract according to the classification system corresponds to:**

42160000-8 Boiler installations

1.3 **Term of delivery of the Public Contract**

The term of delivery of the Public Contract is specified in the Draft Contract, which is enclosed to the Tender Dossier as Annex no. 6.

1.4 **Place of Public Contract Delivery**

University of West Bohemia in Pilsen, Univerzitní 22, Pilsen, Czech Republic.

1.5 **Anticipated Value of the Public Contract**

Anticipated value of the Public Contract excluding VAT: **CZK 4,200,000.-**

2 CONDITIONS AND REQUIREMENTS APPLICABLE TO THE BID PREPARATION

- 2.1 The Bids are submitted in writing in a duly sealed envelope. The Contracting Authority recommends that the envelope is labelled with the business name/name and stamp or signature of a statutory body of the Bidder or a representative authorized to act on behalf of the Bidder. The envelope must bear the following information:

“Do not open – Public Tender: Delivery of Autoclave for Production of Composite Materials for the NTIS Project”

The address for mailing notices pursuant to the Act, section 71, subsection 6 or 7 must also be indicated on the envelope.

2.2 **Date and place for submission of the Bids**

The Bids must be delivered by 1 p.m. on 3th July 2014 at the latest, in person or by mail, to the address of the Contracting Authority, i.e. University of West Bohemia in

Pilsen, Univerzitní 8, 306 14 Pilsen, Czech Republic (the Mail Room opening hours 7:00 a.m. – 2:00 p.m.). No other delivery will be considered proper delivery of the Bid. The Contracting Authority is not equipped with electronic systems that would make possible electronic submission of the Bids.

- 2.3 The Bid (Tender Cover Page) must contain identification data of the Bidder: name of the company, legal form, registered office, identification number of the entity, if the legal entity is registered, and name of the company, or name and surname, place of business, or permanent residence address, identification number, if assigned, of a natural person. The Contracting Authority also recommends that the Bidder specifies a person authorized to act on behalf of the Bidder and a correspondence address for exchange of written notices between the Bidder and Contracting Authority.
- 2.4 The Bid must be prepared in the Czech or English language and must contain documents and information demonstrating compliance with the qualification criteria. The contracting Authority permits the Bidders to submit documents required in article 3.7.2 of the Tender Dossier in English, although the remaining part of the Bid is prepared in Czech.
- 2.5 The Bid must contain a Draft Contract signed by a person demonstrably authorized to represent the Bidder as specified in Annex No. 6 to this Tender Dossier. The Bidder is only entitled to enter the to-be-completed information in the yellow highlighted fields of the Draft Contract. No other changes to the Draft Contract are permitted. Should the Bidder fail to properly complete and sign the Draft Contract, the Bid submitted by the Bidder will be excluded and the Bidder will be disqualified from the Public Tender.
- 2.6 In accordance with the section 68, subsection 3 of the Act, the Bid must also contain the following:
 - a) A list of statutory bodies or members of statutory bodies, who were employed by the Contracting Authority, held a position or had a similar relationship with the Contracting Authority in the three years prior to the deadline for submitting the Bids;
 - b) In case the Bidder is a joint stock company – a list of shareholders the total nominal value of whose shares exceeds 10% of the share capital, the list will be issued in the time period for submitting the Bids;
 - c) The Bidder's statement that they have not entered into and will not enter into any prohibited agreement, as specified by a separate regulation, in connection with the Public Contract.

A document template to provide evidence of compliance with the above requirements is enclosed as Annex no. 5 to this Tender Dossier.

- 2.7 The Contracting Authority sets a 90-day Bid validity period. The Bid validity period commences immediately after the deadline for submission of the Bids and ends on the day when the Contracting Authority announces the best Bid, or decides to cancel the Tender. The Bid validity period is extended for the Bidders with whom the Contracting Authority may enter into a Contract in accordance with the law until the Contract is signed pursuant to section 82, subsection 4 of the Act, or until the Tender is cancelled.
- 2.8 The Bidder will submit the Bid in two copies, one of the copies will be marked as the "Original" and the other one as the "Copy". The Bidder is responsible for the "Original"

and the “Copy” being identical. In case of inconsistencies between the “Original” and “Copy”, the “Original” will take precedence. The Contracting Authority recommends that all sheets of the document are bound together in order to prevent any removal of the sheets from the Bid document. All copies will be well readable; there will be no strokes or overwriting.

- 2.9 The Contracting Authority recommends that all pages of the Bid, or of its individual copies, are numbered in an uninterrupted ascending order.
- 2.10 The Contracting Authority recommends that if the Bid is submitted as a joint Bid by more Bidders (a joint Bid), the Bidders will appoint one person in the Bid authorized to represent the Bidders in contacts with the Contracting Authority in the course of the Tender (a written authorization of the person will be enclosed).
- 2.11 The Bidder will also submit an electronic version of the Bid on a CD/DVD in the *.pdf format (a scanned copy), the Draft Contract will also be submitted in the MS Office or compatible format. In case of inconsistencies between the electronic version on the CD/DVD and the hard copy version, the hard copy marked as the “Original” will take precedence.
- 2.12 The Contracting Authority recommends that the Bid is structured as follows:

Document	
1.	Contents – must contain all the below-specified chapters of the Bid arranged as shown, they will be numbered by numbers of the relevant sheets, or pages.
2.	<u>Tender Cover Page</u> Annex no. 1
3.	Documents evidencing <u>compliance with the basic qualification criteria</u> (pursuant to articles 3.3 and 3.4) Annex no. 2
4.	Documents evidencing compliance with the professional qualification criteria Documents pursuant to article 3.5
5.	Declaration on word of honour confirming economic and financial eligibility (pursuant to article 3.6). Annex no. 3
6.	Declaration on word of honour evidencing non-existence of a conflict of interests Annex no. 4
7.	Documents enclosed pursuant to Act, Section 68, Subsection 3, and article 2.6 herein Annex no. 5
8.	Documents evidencing compliance with the qualification criteria pursuant to article 3.9 (compliance with qualifications via subcontractor), article 3.10 (Bid submitted jointly by several Bidders) and article 3.11 (foreigner Bidders), if required. Documents pursuant to articles. 3.9, 3.10 and 3.11
9.	Draft Contract, including annexes Annex no. 6
10.	Other documents and annexes, if required (e.g. authorizations to represent the Bidder)

- | | |
|-----|---|
| 11. | Electronic version of the Bid submitted by the Bidder pursuant to article 2.11. |
|-----|---|

The Tender Cover Page, Draft Contract and Declaration on Word of Honour must be dated and signed by a person demonstrably authorized to represent the Bidder.

2.13 The Contracting Authority will respond to Bidder's questions in writing pursuant to section 49, subsection 2 of the Act. The request for additional information must be delivered to the address of the Contracting Authority to the attention of the contact person. The written request must be delivered to the Contracting Authority within 6 business days before the deadline for submission of the Bids at the latest. The Contracting Authority will provide additional information in accordance with the section 49, subsections 2 to 4 of the Act (the Contracting Authority will make the additional information public on its website)

3 QUALIFICATION OF THE BIDDER

3.1 **The qualification criteria pursuant to the section 50 et. sequentes of the Act will be met by the Bidder who:**

- Will comply with the basic qualification criteria pursuant to section 53 of the Act;
- Will comply with the basic qualification criteria pursuant to section 54 of the Act;
- Will submit a declaration on word of honour to demonstrate their economic and financial eligibility to deliver the Public Tender.

3.2 **Deadline for Demonstrating Compliance with the Qualification Criteria**

The Bidders must demonstrate their qualifications by the deadline for submission of the Bids specified in article 2.2 herein.

3.3 **Basic Qualification Criteria**

The basic qualification criteria will be met by a Bidder, who:

3.3.1 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;

- 3.3.2 Has not been finally convicted of a criminal offence, where the facts of the case are related to the object of 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;
- 3.3.3 Has not engaged in unfair competition practices, in the form of bribery, under separate legal regulations in the preceding three years (pursuant to section 49 of the Commercial Code);
- 3.3.4 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 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;
- 3.3.5 Is not being wound up;
- 3.3.6 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;
- 3.3.7 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;
- 3.3.8 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;
- 3.3.9 Has not been lawfully disciplinarily punished, nor has become a subject of a lawful disciplinary measure under separate legal regulations in the preceding three years, if demonstration of expertise according to separate legal regulations is required pursuant to section 54(d) of the Act; 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;
- 3.3.10 Is not listed in the register of suppliers banned from participating in the performance of public contracts;

3.3.11 Has not been subject to a penalty lawfully imposed on the supplier for allowing illegal work under separate legal regulations (the Employment Act No. 435/2004, Coll., section 5 (e), subsection 3, as amended) in the preceding three years.

3.4 **Demonstration of Compliance with the Professional Qualification Criteria**

The Bidder will demonstrate compliance with all the qualification criteria (pursuant to article 3.3) by submitting a declaration on word of honour. The template of the declaration on word of honour is enclosed as Annex no. 2 to this Tender Dossier. The declaration on word of honour must be dated and signed by a person demonstrably authorized to represent the Bidder.

3.5 **Professional Qualification Criteria**

The professional qualification criteria will be met by a Bidder, who shall submit:

- a) An extract from the Commercial Register, if it has been registered, or an extract from another register, if applicable;
- 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. in particular a document demonstrating existence of the relevant trade license: unqualified trade – Manufacturing, trade and services that are not listed in annexes no. 1 to 3 of the Trade Licensing Act.

3.6 **Declaration on Word of Honour Evidencing Economic and Financial Eligibility**

The Supplier shall submit a **declaration on word of honour** confirming their economic and financial eligibility to deliver the Public Contract: a template of the declaration on word of honour is enclosed as Annex No.3 to this Tender Dossier.

3.7 **Technical Qualification Criteria**

The technical qualification criteria will be met by a Bidder who shall submit:

3.7.1 A list of major contracts performed by the Supplier over the past three years, being identical or similar to the subject of this Public Contract, i.e. namely in the area of delivery of autoclaves for the production of composite materials pursuant to section 56(a) of the Act. The Bidder must demonstrate at least 2 (two) completed deliveries worth minimum **CZK 2,000,000** without VAT. Enclosed to the list must be the following:

- A certificate issued or signed by a public contracting authority, if the goods were provided to a public contracting authority;
- A certificate issued by another entity if the goods was 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 under the paragraph 2 cannot be obtained from this entity for reasons on their part.

3.7.2 A description of the goods to be delivered pursuant to section 56, subsection 1(e) of the Act. The Bidder shall enclose colour photographs (for example, a catalogue or a brochure) of the proposed Equipment including a detailed technical specification of the goods, documenting the compliance with all technical requirements specified in the Tender Dossier. The Contracting Authority agrees that this document may be submitted in English, although the rest of the Bid shall be submitted in Czech.

3.8 Compliance with the Qualification Criteria

3.8.1 The Bidder shall demonstrate compliance with the qualification criteria by submitting regular copies of the relevant documents (exception being declarations on word of honour that must be submitted in original copies and signed by a person demonstrably authorized to represent the Bidder). Before signing the Contract, the Contracting Authority shall be entitled to request submission of originals or certified copies of the documents demonstrating the compliance with the qualification criteria.

3.8.2 The documents demonstrating 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.

3.9 Demonstration of Compliance with the Qualification Criteria by Means of Subcontractors

If the qualification is demonstrated as a qualification provided by a subcontractor, the Bidder will be obliged to submit 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 the subcontractor's qualifications evidenced pursuant to the Public Contracts Act section 50, subsections 1(b) and (d), documents demonstrating the subcontractor's compliance with the basic qualification requirement pursuant to the Act, section 53, subsection 1(j) and of the professional qualification requirement pursuant to the Act, section 54(a). The Bidder must not employ the subcontractor to provide for the fulfilment of the qualification criteria pursuant to the Act section 54(a).

3.10 Joint Performance of the Public Tender by Several Bidders

If the subject matter of the Public Contract is to be delivered jointly by several Bidders and the Bidders submit a joint Bid, each of the Bidders will be obliged to provide evidence of their compliance with the basic qualification criteria pursuant to section 50, subsection 1(a) of the Act, and of the professional qualification criteria pursuant to section 54(a) of the Act, to the full extent. The qualifications pursuant to the section 50, subsection 1 (b) and (d) of the Act must be demonstrated jointly by all the Bidders. The Bidders must also submit an agreement containing their commitment that all of those Joint Bidders will be jointly liable vis-à-vis the Contracting Authority and to third parties in respect of any legal relationships established in the context of the Public Contract, for the entire term of the public contract implementation as well as throughout the duration of other liabilities arising from the Public Contract.

3.11 Demonstrating Compliance with the Qualification Criteria by Foreigner Bidders

Unless implied otherwise by a separate legal regulation, a foreign Bidder shall evidence the 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, the foreign Bidder will be obliged to execute a written declaration on word of honour to declare the compliance with the relevant qualification requirement. If the obligation that is to be evidenced as one of the qualification criteria is not specified in the country of the registered office, place of business or residence of the foreign Bidder, the Bidder will execute a declaration on word of honour to declare the fact.

Pursuant to the section 51, subsection 7 of the Act, the documents evidencing compliance with the qualification criteria will be submitted exclusively in the Czech or English language by the Bidder. An officially certified translation will be required for all documents issued in any other language than Czech or English. This obligation shall not apply to documents in the Slovak language.

3.12 Demonstrating Compliance with the Qualification Criteria by Submitting an Extract from the List of Qualified Suppliers

The Bidder shall be entitled, in accordance with the provisions of Section 127 of the Act, to demonstrate compliance with the qualification criteria by submitting an extract from the List of Qualified Suppliers 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 Suppliers shall be evidenced by the Bidder in a way detailed in the Qualification Section of this Invitation. The extract from the List of Qualified Suppliers shall not be older than three (3) months as of the last day of the period within which the qualification criteria shall be demonstrated.

3.13 Demonstrating Compliance with the Qualification Criteria by Submitting a Certificate

The Bidder shall be entitled, subject to the conditions specified in section 134 of the Act, to demonstrate compliance with the qualification criteria by submitting a valid certificate to the Contracting Authority issued within the System of Certified Suppliers which demonstrates compliance to the extent to which the documents proving the fulfilment of the relevant qualifications cover the specified requirements. 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 this Tender Dossier (see article 3 herein).

3.14 Effects of the Failure to Meet the Qualification Criteria

The supplier failing to meet the qualification criteria as required, or failing to meet the requirement specified in the section 58 of the Act, will be disqualified from the Tender by the Contracting Authority.

4 METHOD OF THE BID CALCULATION

- 4.1 The Bidder shall be obliged to specify the total Bid price for the entire Public Contract delivery.
- 4.2 The Bidder will show the total bid price (excluding the VAT) in Czech crowns on the Tender Cover Page and also in the Draft Contract as the purchase price. The bid price shown on the Tender Cover Page must be identical with the purchase price shown in the Draft Contract.
- 4.3 The purchase price will be determined as the highest acceptable, maximum price that cannot be exceeded, it will include all fees and all additional costs incurred in connection with the performance of the Public Contract (i.e. transportation and warehouse charges, costs of the approval process, required testing, declaration of properties or conformity¹; certificates and attests, transfer of rights, insurance, possible taxes and charges that the Bidder may be obliged to pay in any form according to any applicable laws valid abroad etc.).

5 PAYMENT CONDITIONS

- 5.1 Payment and invoicing terms and conditions are specified in the Draft Contract enclosed as Annex no. 6 to this Invitation.

6 GENERAL TERMS AND CONDITIONS

- 6.1 The general terms and conditions are specified in the Draft Contract enclosed as Annex no. 6 to this Tender Dossier.
- 6.2 The Draft Contract must be signed by a person demonstrably authorized to act on behalf or for the Bidder; an original or a certified copy of the authorization must be enclosed to the Draft Contract returned by the Bidder. If the Draft Contract (including its annexes) is not duly completed and signed by the Bidder, the Bid submitted by the Bidder will be excluded and the Bidder will be disqualified from the Tender.

7 EVALUATION CRITERIA

- 7.1 The Bids will be evaluated pursuant to the Act, section 78, subsection 1(a) according to the evaluation criterion "the most economically advantageous Bid".
- 7.2 The Contracting Authority will evaluate the Bids in accordance with the below evaluation sub-criteria taking into consideration the weight of these criteria:

EVALUATION SUB-CRITERION	WEIGHT
1) Bid price without VAT	55%
2) Technical Parameters of the Equipment	45%

¹ Pursuant to the Regulation of the European Parliament and Council No. 305/2011.

1) Bid price without VAT

The Bid containing the lowest Bid price excl. VAT of all the submitted Bids will receive 100 points, all the other Bids containing higher Bid price will be awarded points as follows:

$$\frac{\text{The lowest Bid price of all the Bids} \times 100}{\text{The evaluated Bid price}}$$

The assigned points will be multiplied by 0.55 (i.e. the weight of the evaluation criterion).

2) Technical Parameters of the Equipment

In terms of this evaluation sub-criterion, the below criteria will be evaluated as follows:

a) Safety door with an independent drive	sub-criterion weight 45%
b) Cooling tower	sub-criterion weight 33%
c) Simultaneous status monitoring via multiple PCs	sub-criterion weight 11%
d) Compressor	sub-criterion weight 11%

a) Safety door with an independent drive

This sub-criterion shall evaluate whether the said Equipment contains a safety door to the working space with an independent drive, not a manual one. A Bid containing Equipment including a safety door to the working space with the independent drive (not a manual one) will be awarded 100 points, if this not be the case, 0 (zero) points will be awarded.

The awarded points will be multiplied by 0.45 (i.e. weight of the evaluation sub-criterion).

b) Cooling tower

This sub-criterion shall evaluate whether the said Equipment contains a cooling tower. A Bid containing Equipment including a cooling tower will be awarded 100 points, if this not be the case, 0 (zero) points will be awarded.

The awarded points will be multiplied by 0.33 (i.e. weight of the evaluation sub-criterion).

c) Simultaneous status monitoring via multiple PCs

This sub-criterion shall evaluate whether the software that is an integral part of the Equipment makes it possible to simultaneously monitor status via at least 2 (two) independent work stations (PC). A Bid containing software making it possible to simultaneously monitor status via at least two independent PCs will be awarded 100 points, if this not be the case, 0 (zero) points will be awarded

The awarded points will be multiplied by 0.11 (i.e. weight of the evaluation sub-criterion).

d) Compressor

This sub-criterion shall evaluate whether the said Equipment contains a suitable compressor (the maximum working pressure of at least 10 bars). A Bid containing Equipment including compressor meeting this requirement will be awarded 100 points, if this not be the case, 0 (zero) points will be awarded.

The awarded points will be multiplied by 0.11 (i.e. weight of the evaluation sub-criterion).

The Bidder will specify the above information together with the Technical Parameters of the Equipment in the Tender Cover Page.

- 7.3 The individual sub-criteria will be evaluated as specified above. The total number of points for the evaluation criterion 2) will be determined as the sum of the recalculated points awarded to all criteria and the sum of these points will be then recalculated by the weight of the criterion, i.e. the coefficient 0.45.
- 7.4 The overall evaluation 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. If the number of points assigned to Bids is identical, the lowest bid price will decide.

8 ADDITIONAL REQUIREMENTS

- 8.1 In its bid, the Bidder is obliged to specify which parts of the Public Contract delivery are intended to be performed as subcontracts; identification details must be provided for each of the subcontractors.
- 8.2 The Contracting Authority reserves the right to verify correctness of the provided information by an enquiry to third persons; the Bidder must cooperate with the Contracting Authority as required in this respect.
- 8.3 The Contracting Authority does not permit any alternative Bids.
- 8.4 The Contracting Authority reserves the right to cancel the Public Tender pursuant to section 84, subsection 2(e) of the Act, provided that no state budget funds to finance the project, that this Public Contract is a part of, are allocated to the Contracting Authority from the state budget.

9 ACCESS TO TENDER DOSSIER

The whole text of the Tender Dossier will be published at the Contracting Authority's profile at the following address:

<https://profilzadavatelezapadoceskauniverzityvplzni49777513.allycon.eu> starting from the date of the beginning of the Tender.

10 OPENING OF THE ENVELOPES CONTAINING BIDS

The envelopes will be opened at 1:15 p.m. on 3th July 2014 at the registered address of the Contracting Authority in the room UU 207, address Univerzitní 22, Pilsen, Czech Republic. All Bidders who submitted their Bids before the deadline for submitting the Bids and other persons specified by the Contracting Authority can participate in the envelope opening procedure. For organizational and capacity reasons, only one person can be present to represent each Bidder during the envelope opening. The Bidders' representatives will authorize themselves by powers of attorney issued by the persons authorized to act on behalf of the Bidders.

11 LIST OF ANNEXES:

- | | |
|--------------|---|
| Annex no. 1: | Tender Cover Page |
| Annex no. 2: | Declaration on Word of Honour Evidencing Compliance with the Basic Qualification Criteria (template) |
| Annex no. 3: | Declaration on Word of Honour Evidencing Economic and Financial Eligibility (template) |
| Annex no. 4: | Declaration on Word of Honour Evidencing Non-Existence of Conflict of Interests (template) |
| Annex no. 5: | Documents Pursuant to Section 68, Subsection 3 of the Act (template) |
| Annex no. 6: | Draft Purchase Contract |
| Annex no. 7: | Authorization of the Dean of the Faculty of Applied Sciences to Act on Behalf of University of West Bohemia |

On behalf of the Contracting Authority:

Date June 9, 2014

Doc. Ing. František Vávra, CSc.
Dean, Faculty of Applied Sciences,
authorized to act on behalf
of the University

Annex No. 1 to the Tender Dossier

TENDER COVER PAGE

BASIC INFORMATION:

Public Contract Title: Delivery of Autoclave for the Production of Composite Materials for the NTIS Project

Contracting Authority: University of West Bohemia in Pilsen

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

Company ID No.: 49777513

Tax ID No.: CZ49777513

Person Authorized act on behalf of the Contracting

Authority:

Doc. Ing. František Vávra, CSc.

Dean, Faculty of Applied Sciences, authorized to act on behalf
of the University

Bidder

Name / business name [to be completed by the Bidder]

Place of business / registered office [to be completed by the Bidder]

Company ID No.: [to be completed by the Bidder]

Tax ID No.: [to be completed by the Bidder]

Person Authorized to act on behalf

Of the Bidder: [to be completed by the Bidder]

Bank: [to be completed by the Bidder]

Authorized Representatives: [to be completed by the Bidder]

BID PRICE (EXCLUDING VAT):

Subject	Bid price in CZK [CZK] (excl. VAT)
Delivery of Autoclave for the Production of Composite Materials	[to be completed by the Bidder]

SUB-CRITERION NO. 2):

SUB-CRITERION	Value offered ²
a) Safety door with an independent drive	YES / NO
b) Cooling tower	YES / NO
c) Simultaneous status monitoring via multiple PCs	YES / NO
d) Compressor	YES / NO

Date [to be completed by the Bidder]

.....
[Name of the company + Signature
of an authorized representative
- to be completed by the Bidder]

² The Bidder will choose *one of the alternatives* – “YES”, or “No” and will *delete the other option*.

Annex No. 2 to the Tender Dossier

Declaration on Word of Honour Evidencing Compliance with the Basic Qualification Criteria

Pursuant to the Public Contracts Act No. 137/2006, Coll., as amended

(Hereinafter referred to as "the Act")

I hereby declare on my word of honour that:

Pursuant to Section 53, subsection 1 (a): - The Supplier 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;

Pursuant to Section 53, subsection 1 (b): The Supplier has not been finally convicted of a criminal offence, where the facts of the case are related to the object of 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;

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

Pursuant to Section 53, subsection 1 (d): - In the preceding 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 separate 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 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 preceding three years, the supplier has not been lawfully disciplinarily punished, nor has the supplier become a subject of a lawful disciplinary measure under separate 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 preceding three years there has been no penalty lawfully imposed on the supplier for allowing illegal work under separate legal regulation (section 5 (e), subsection 3 of the Employment Act no. 435/2004, Coll., as amended). .

Date [to be completed by the Bidder]

.....
[Name of the company + Signature
of an authorized representative
- to be completed by the Bidder]

Annex No. 3 to the Tender Dossier

Declaration on Word of Honour Evidencing Economic and Financial Eligibility

Public Contract Title: **Delivery of Autoclave for Production of Composite Materials for the NTIS Project**

Contracting Authority: University of West Bohemia in Pilsen
Registered Address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Company ID No.: 49777513
Tax ID No.: CZ49777513

I hereby declare on my word of honour that the Bidder, [to be completed by the Bidder], registered address, [to be completed by 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).

Date [to be completed by the Bidder]

.....
[Name of the company + Signature
of an authorized representative
- to be completed by the Bidder]

Declaration on Word of Honour Evidencing Non-Existence of a Conflict of Interests

Public Contract Title: **Delivery of Autoclave for the Production of Composite Materials for the NTIS Project**

Contracting Authority: University of West Bohemia in Pilsen
Registered Address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Company ID No.: 49777513
Tax ID No.: CZ49777513

The Bidder hereby declares on the word of honour that there exist no circumstances resulting in the 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 this Tender Dossier;
- 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.

Date [to be completed by the Bidder]

.....
[Name of the company + Signature
of an authorized representative
- to be completed by the Bidder]

Annex no. 5 to the Tender Dossier

Documents Enclosed Pursuant to Act, Section 68, Subsection 3

Public Contract title: **Delivery of Autoclave for the Production of Composite Materials for the NTIS Project**

Identification data of the Bidder:

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

Registered address: **[TO BE COMPLETED BY THE BIDDER]**

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

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

[TO BE COMPLETED BY THE BIDDER]

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]

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

Signature of the Bidder/person authorized to act on behalf of the Bidder

Date **[to be completed by the Bidder]**

.....
**[Name of the company + signature
of an authorized representative
- to be completed by the Bidder]**

Annex no. 6 to the Tender Dossier

PURCHASE CONTRACT

Entered into Pursuant to the Civil Code, Act no. 89/2012, Coll., section 2079 et sequentes and section 2358 et sequentes, as amended, and the Copyright Act, Act no. 121/2000, Coll., as amended.

Contracting Parties:

University of West Bohemia in Pilsen

Address: Univerzitní 8, 306 14 Plzeň, Czech Republic
ID no.: 49777513
Tax ID no.: CZ49777513
Person authorized to act on behalf of the Purchaser: Doc. Ing. František Vávra, CSc.,
Dean of the Faculty of Applied Sciences,
authorized to act on behalf of University of West Bohemia
Bank: Komerční banka a.s., Plzeň-město
Account no.: 4811530257/0100
On one part as the Purchaser (hereinafter referred to as "the Purchaser")

And

[to be completed by the Bidder – name of the company]

Registered office: [to be completed by the Bidder]
ID no.: [to be completed by the Bidder]
Tax ID no.: [to be completed by the Bidder]
Represented by: [to be completed by the Bidder]
Registered in: [to be completed by the Bidder]
Bank: [to be completed by the Bidder]
Account no.: [to be completed by the Bidder]

On the other part as the Seller (hereinafter referred to as "the Seller")

Entered into this Purchase Contract (hereinafter referred to as the "Contract") on the hereinbelow day, month and year:

I. Introduction

1. This Purchase Contract is entered into based on the result of the Below-the-Limit Public Tender entitled “**Delivery of Autoclave for Production of Composite Materials for the NTIS Project**” (hereinafter referred to as “the Public Contract”). The Purchaser, as the Contracting Authority, selected the offer submitted by the Seller as the best bid.
2. The Seller confirms that they have become fully acquainted with the scope and nature of the thing that is subject of the purchase and relates to the 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.
3. The Seller explicitly confirms that they have studied all the Purchaser’s documents and instructions received by the date of execution of this Contract as well as instructions contained in the requirements that the Purchaser defined for the Public 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.

II. Object of Sale

1. Pursuant to the terms and conditions of this Contract, the Seller undertakes to supply **1 (one) autoclave device for the production of advanced composite structures with thermoset or thermoplastic polymer matrix** (hereinafter also referred to as “the object of sale” or “the Equipment”).
2. The object of sale including the requested accessories and software is specified in Annex no. 1 to this Contract: “Equipment Technical Parameters and Related Obligations of the Seller”.
3. The object of sale must be delivered in the agreed quantity, quality and design to the agreed place in the agreed time. The supplied object of sale must be also suitable and fully employable for the agreed purpose of its use as specified in this Contract, and in terms of its use not specifically described in this Contract, it must be suitable and fully employable for the purpose it is usually used for. The Seller expressly undertakes that the Equipment meets the technical parameters and functions specified in Annex no. 1 to this contract as well as parameters stated in the Tender Cover Page enclosed as Annex no. 2 hereto. The Seller undertakes to comply with other related obligations under this Contract and transfer the ownership right to the object of sale on the Purchaser.
4. The object of sale will be new, fully functional, and complete, i.e. will be ready for immediate use and there will be no need to procure other components, it will be supplied including all the necessary components and installed software, even if these components are not explicitly described in the invitation to submit bids to the Public Tender.
5. Delivery of the Equipment to its place of delivery, connecting to the existing infrastructure, commissioning including testing of its flawless operation, staff training and demonstration of all the required functions and parameters and delivery of technical documents and

user manuals (either in Czech or English language, in hard or electronic copies) are integral parts of the Contract delivery.

6. The object of sale must comply with the valid EN 13445 Standard “Unfired Pressure Vessels” and be in accordance with the requirements defined by the European Parliament and European Council Directive 97/23/EC, the so-called “PED – Pressure Equipment Directive”.
7. The Seller shall train the staff of the Purchaser in operating the object of sale; a 12-hour training agenda designed for 2 (two) members of the Purchaser’s staff (the agenda will include operation of the Equipment, all its components and software).
8. The Seller will provide the Purchaser with telephone and e-mail technical support at least in the course of the guarantee period (in Czech, Slovak or English language), the support will be provided on business days between 8:00 a.m. and 2:00 p.m.
9. The Purchaser undertakes to accept the delivered object of sale and to pay to the Seller the price stipulated in this Contract under the conditions specified herein.

III. Price and Payment Conditions

1. The purchase price results from the price bid submitted by the Seller calculated for the purposes of the Public Tender.
2. The purchase price for the delivery of the entire object of sale is CZK [to be completed by the Bidder] in words: [to be completed by the Bidder] Czech crowns excluding VAT (hereinafter referred to as “the Purchase Price”).
3. In accordance with the Value Added Tax Act no. 235/2004, Coll., as amended, the Purchase Price is determined excluding VAT; the VAT may be added to the Purchase Price, that the Purchaser will be obliged to pay, or declare or return in any form pursuant to the VAT Act no. 235/2004, Coll., applicable on the date of taxable supply.
4. The Purchase Price will be determined as the highest acceptable, maximum price that cannot be exceeded, it will include all fees and all additional costs incurred in connection with the delivery of the object of sale (i.e. transportation and warehouse charges, costs of the approval process, required testing, declaration of properties or conformity¹, certificates and attests, transfer of rights, insurance and possible taxes and charges that the Seller may be obliged to pay, declare or return in any form according to any applicable laws valid abroad etc.). The Seller is not entitled to charge any other amounts for the performance of the herein Contract.
5. The purchase price for the Equipment will be paid by the Purchaser in the Czech currency based on a tax document (hereinafter also referred to as “the invoice”) issued by the Seller within 7 business days of the specified date as defined for individual payments below. The price will be paid in 4 instalments:

¹ Pursuant to the Regulation of the European Parliament and Council No. 305/2011.

- I. The 1st instalment of 30% of the purchase price excluding VAT following signing of the Purchase Contract by the authorized representatives of both parties, based on the following documents:
 - Invoice for an advance payment (one original and one copy);
 - An original counterpart of the Purchase Contract.
 - II. The 2nd instalment of 10% of the purchase price excluding VAT after proper delivery and mutual approval of complete drawings indicating the location and connection of the Equipment to the existing infrastructure, based on the following documents:
 - Invoice (one original and one copy);
 - An original copy of a document certifying proper delivery and approval of the complete drawings signed by authorized representatives of the two parties.
 - III. The 3rd instalment of 30% of the purchase price excluding VAT after the Equipment is manufactured and its functions successfully tested, based on the below documents. The Seller will make photographs documenting the equipment manufactured for the Purchaser, and will make out protocols certifying performed tests required to demonstrate safe operation of the equipment (in accordance with the European Parliament and European Council Directive 97/23/EC, the so-called “PED – Pressure Equipment Directive” and EN 13445 Standard “Unfired Pressure Vessels”, as amended) and send them to the Purchaser by e-mail or mail.
 - Invoice (one original and one copy);
 - An original copy of a document certifying performed Equipment tests signed by authorized representatives of the two parties
 - IV. The 4th instalment of 30% of the purchase price excluding VAT after the Equipment is duly delivered to the Purchaser including installation of the Equipment in the place of delivery, its commissioning including demonstration of all the required functions and parameters, Purchaser’s employees/service staff training, as specified in article II herein, based on the following documents:
 - Invoice (one original and one copy);
 - An original copy of an Acceptance Protocol certifying proper delivery of the Equipment to the Purchaser to the place of delivery including all the aforementioned related services signed by authorized representatives of the two parties.
6. The invoice will be due 30 days from the date when it is demonstrably received by the Purchaser. However, the Purchaser reserves the right to unilaterally extend the due date of the invoice according to its ability to use the funds provided by the Research and Development for Innovation Operational Programme (hereinafter referred to as “the OP RDI”) by up to 30 calendar days. The late allocation of the OP RDI funds does not establish the Purchaser’s delay with the payment of the purchase price.
 7. The invoice must contain all elements of a proper accounting and tax document pursuant to the relevant legislation, namely – yet not exclusively – of the Value Added Tax Act no. 235/2004, Coll., as amended. The Purchaser will be entitled to return an invoice missing the relevant elements to the Seller to be amended before its due date, and the Purchaser

will not be in delay with the payment in such a case. The payment period will start again after the duly amended or corrected invoice is sent to the Purchaser.

IV. Place of Delivery and Acceptance of the Object of Sale

1. The Seller undertakes to deliver the object of sale (including service personnel training etc.) over to the place of delivery, i.e. University of West Bohemia in Pilsen, Univerzitní 22, Plzeň, Czech Republic, during the working hours of the Purchaser – between 8:00 a.m. and 4:00 p.m., unless stipulated otherwise by the Contracting Parties.
2. An Acceptance Protocol will be made out to certify the delivery and acceptance of the object of sale (including service personnel training etc.); the Protocol will be signed by authorized representatives of both Contracting Parties.
3. The Purchaser will not be obliged to accept any object of sale demonstrating any defect or unfinished parts. Together with the object of sale, the Seller will be also obliged to provide to the Purchaser documents needed for the proper hand-over and subsequent operation of the object of sale; the delivery of these documents is a condition for the object of sale to be accepted by the Purchaser.

V. Term of Delivery

1. The Seller undertakes to start delivering the object of sale on the effective date of the Contract and duly complete the delivery of the object of sale by 31st December 2014. Should this deadline not be met, the Purchaser will not accept the Equipment.

VI. Transfer of Ownership Title and the Risk of Damage of the Object of Sale

1. The ownership title to the object of sale is transferred to the Purchaser on the day the object of sale is duly delivered by the Seller and accepted and its acceptance is certified by the signed Acceptance Protocol pursuant to article 5. IV. of this Contract. The risk of damage of the object of sale is also transferred to the Purchaser at the same time.

VII. Guarantee

1. The Seller provides to the Purchaser a quality guarantee for the object of sale delivered pursuant to this Contract, the guarantee period will be 12 months.
2. The guarantee period starts on the day the object of sale is duly delivered by the Seller and accepted based on the duly signed Acceptance Protocol.
3. The Purchaser is obliged to inform the Seller, by phone, e-mail or in writing at the following address of the Seller: **[to be completed by the Bidder]**, of any defects as soon

as they are identified. Claims mailed by the Purchaser on the last day of the guarantee period will also be considered duly raised claims.

4. The Seller will carry out the guarantee repairs free of charge and without delay depending on the nature of the Equipment defect, no later than 60 calendar days after the claim is raised, unless stipulated otherwise by the Contracting Parties. If the nature of the defect permits, the Seller will be obliged to remove the defect in the place of delivery. If this is not possible, the Seller will remove the defect in the Seller's facility.
5. In this respect the Seller acknowledges that the work to remove the defects may start on business days between 8:00 a.m. and 4:00 p.m., unless stipulated otherwise by the Contracting Parties.
6. The Contracting Parties will certify removal of the claimed defect by a protocol certifying the removal of the defect. The guarantee period will be extended by the period lapsed between the date of the guarantee claim and the day of defect removal.

VIII. Licensing Provisions

1. The Seller grants to the Purchaser a non-exclusive license without any time and territorial limits together with the software delivered as part of the object of sale as specified in Annex no. 1 to this Contract. The compensation for the granted licenses is included in the Purchase Price specified in Article III herein.
2. The Seller guarantees that the delivered object of sale is not subject to any rights of third parties that would prevent signing of this Contract and proper use of the object of sale by the Purchaser, in particular the industrial property rights.
3. The Seller declares that it is authorized to enter into this Contract and that there are no limitations imposed by third parties, natural or legal persons. The Seller declares that the object of sale including the delivered software are not subject to any rights of third parties pursuant to the Copyright Act no. 121/2000, Coll., as amended, or any other regulations. Should the rights of the Purchaser under this Contract be limited by a third party, or should a third party prevent the Purchaser from proper exercise of these rights, the Seller undertakes to immediately prevent such behaviour at its own expense and to compensate the Purchaser for incurred damage.

IX. Termination of the Contract

1. This Contract can be terminated:
 - a) By a written agreement of the Contracting Parties;
 - b) By withdrawal from the Contract for reasons stipulated in the Contract or specified by the law.
2. A Contracting Party may terminate this Contract for a gross violation of the Contract by the other Party. In particular, the following will be considered a gross violation of this Contract:

- a) The Purchaser's failure to pay the Purchase Price in accordance with this Contract within 60 days after the due date of a relevant invoice;
 - b) The Seller's failure to duly deliver the object of sale (or its part) on the agreed date pursuant to article V.1 herein;
 - c) The Seller's failure to supply object of sale possessing the properties declared by the Seller in this Contract or properties arising from this Contract;
 - d) The Seller's failure to provide correct information or documents indicative of the actual situation in the bid submitted to the Public Tender, which have or could have affected the result of the Tender.
3. Should one of the Parties fail to comply with other contractual conditions (such as proper performance of guarantee repairs), the other Party will be entitled to terminate the Contract, if the defaulting Party fails to meet its obligations during extended reasonable period granted to the Party for the purpose.
 4. A Party must withdraw from the Contract in writing without undue delay after learning of the violation.
 5. Should a Party withdraw from the Contract, the Contracting Parties will be obliged to settle their obligations and receivables as specified by the law or in the Contract within 30 days of the effective date of the withdrawal, or by a stipulated date.
 6. Should the Purchaser terminate the Contract for a gross violation of the contractual obligation by the Seller, the Seller will be obliged to pay to the Purchaser possible incurred damage (material and non-material) up to 5% of the total purchase price.

X. Penal Obligations

1. Should the Seller fail to meet its contractual obligation, in particular, should the Seller be in default with the delivery of the object of sale (incl. service personnel training etc.), i.e. should the Seller fail to deliver the object of sale by the stipulated date, the Seller will be obliged to pay to the Purchaser a contractual penalty of 0.1% of the total Purchase Price for every started day of such delay. The total amount of the contractual penalty will be limited to 5% of the total purchase price.
2. Should the Purchaser be in default with the payment of the invoice, the Seller will be entitled to charge the Purchaser with the contractual interest on late payment of 0.05% of the amount due for every started day of the payment delay. The total amount of the contractual interest will be limited to 5% of the total purchase price.
3. Should the Seller fail to meet the specified (or otherwise stipulated) term for the performance of the guarantee repair, the Seller will be obliged to pay to the Purchaser a contractual penalty of 0.05% of the total purchase price for each individual failure for every started day of the delay. The total amount of the contractual penalty will be limited to 5% of the total purchase price.
4. The obliged Party must settle the contractual sanction (contractual penalty) to the entitled Party within 15 calendar days of receipt of the relevant calculation submitted by the other Contracting Party at the latest.

5. Payment of the contractual penalties in accordance with this Contract does not prejudice the Contracting Party's right to claim damages caused by the other Party's failure to meet its obligation giving rise to the penalty.
6. The Purchaser will be entitled to set off any contractual penalty due from the Seller against invoiced amounts.

XI. Other Provisions

1. The Seller acknowledges that, pursuant to the Financial Control in Public Administration Act no. 320/2001, Coll., section 2 (e), 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 State Control Act no. 552/1991, Coll., Section 11 (c) and (d) and Section 12, subsection 2 (f), as amended) are met. The controlling body of the Operational Programme RDI is similarly authorized to perform an audit at the Seller's subcontractors (see Annex no. 2 to the Guidelines for OP RDI Applicants and Beneficiaries: <http://www.msmt.cz/strukturalni-fondy/spolecne-prilohy-prirucek-pro-zadatele-a-prijemce-op-vavpi-3>).
2. The Seller will be obliged to properly maintain all documents relating to the execution of the object of sale (including accounting books) for at least three years after the OP RDI project is closed, i.e. at least until 2021. During the same time period, the Seller will be obliged to provide requested information and documents to the 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.

XII. Communication

1. All communication or other acts of the Contracting Parties pursuant to this Contract will be addressed to the hereinbelow representatives of the Contracting Parties in Czech or English language.
2. Should this Contract require a written statement by the Parties to communicate or act, the notice will be sent via provider of postal services to the address of the relevant Contracting Party to the attention of the herein specified representative of the Contracting Party.
3. Should this Contract require a certain statement or act of the Contracting Parties to be made in writing by a certain deadline, such deadline will be met, if the statement or act is delivered electronically to the e-mail of the representative of the other Contracting Party in accordance with the Contract, if the statement or information about the act is sent consequently via provider of postal services to the address of the relevant Contracting Party within three business days.
4. Representatives of the Parties

The Seller declares that the following person was authorized to act in his/her name in the matters relating to the performance of this Contract:

Name: [to be completed by the Bidder]
E-mail: [to be completed by the Bidder]
Phone: [to be completed by the Bidder].

The Purchaser declares that the following person was authorized to act in his/her name in the matters relating to the performance of this Contract:

Name: Ing. Robert Zemčík, Ph.D.
E-mail: zemcik@kme.zcu.cz
Phone: +420 377 632 336.

5. These representatives, however, have no authority to sign any amendments to the Contract.

XIII. Closing Provisions

1. This Contract is governed by Czech law. Matters not expressly stipulated in the Contract are governed by the relevant provisions of the Civil Code, Act no. 89/2012, Coll., as amended. Any disputes arising from this Contract or relating to this Contract will be resolved by a Czech court of the relevant jurisdiction in the place of registered address of the Purchaser.
2. This Contract is made out in four identical copies, each of which is valid as original. Each of the Contracting Parties will receive two identical copies.
3. This Contract may only be altered or amended by written amendments numbered in ascending uninterrupted order and signed by both Contracting Parties.

4. This Contract becomes valid and effective on the date it is entered into, i.e. on the date it is signed by authorized representatives of both Contracting Parties.
5. Should any of the Parties be unable to duly perform the Contract due to a reason on its part, the Party will be obliged to inform the other Party about the fact without undue delay and initiate a discussion between representatives of the Purchaser and the Seller.
6. Annexes to the Contract form its integral part:

Annex no. 1: Equipment Technical Parameters

Annex no. 2: Tender Cover Page

Annex no.3: Authorization of the Dean of the Faculty of Applied Sciences to represent University of West Bohemia in Pilsen

5. The Contracting Parties declare that they have read the Contract before signing, and agree with its content; in witness thereof both Contracting Parties attach their signatures.

In [by the Bidder] date [by the Bidder]

In Pilsen, date

.....
On behalf of the Seller
[by the Bidder]

.....
On behalf of the Purchaser
Doc. Ing. František Vávra, CSc.,
Dean of the Faculty of Applied Sciences
authorized to act on behalf of the
University

Annex no. 1 to the Purchase Contract

Equipment Technical Parameters And Related Obligations of the Seller

The Equipment consists of the below parts, meets the following (minimal) technical parameters and supports the following functions:

Either prepreg technology or direct saturation of dry matter is going to be employed for composite production. The autoclave provides for precise curing cycles, subject to detailed control of internal pressure and temperature, charge temperature, and vacuum value. The autoclave consists of a thermally-insulated pressure vessel featuring internal gas circulation, a loading cart, a safety door (with an optional independent drive), safety valves, flue gas exhaust with a noise damper, a vacuum section (connections, valves, resin traps, a pump) and electronic control (PC and accessories). Electric heater is provided for internal atmosphere heating. Water cooling is provided, including all accessories (a tank, a pump, optionally a cooling tower). Either air or inert gas (nitrogen or its mixture) is employed for internal autoclave atmosphere.

Basic technical specifications:

- Working space shape: cylinder;
- Minimum diameter of the inner working space: 1000 mm. Maximum diameter: 1200 mm;
- Minimum length of the inner working space: 2000 mm. Maximum length of the inner working space: 2500 mm;
- Safety door of the working space (with an optional independent drive) which can be opened, closed and locked;
- Rails inside the working space capable of supporting a load (charge) of no less than 250 kg, and a suitable loading cart consisting of two parts: the lower part with suitable rails on the top, and wheels that make it possible to steer the cart on the floor; and the upper part with plane support plate that moves on the rails);
- Maximum working pressure: no less than 10 bars (optional equipment: compressor of adequate parameters);
- Average pressurizing speed (from 0 to 10 bars): no less than 0.7 bar/min;
- Accuracy of steady-state pressure: ± 150 millibars;
- Connection for pressurizing by inert gas supplied from a cylinder (nitrogen, nitrogen-containing mixtures) and connection for subsequent purge;
- Fume extractor with a noise silencer removing fumes from the working space. Maximum noise level of 90 dB at the distance of 1 m;
- Maximum working temperature: no less than 250 °C;
- Maximum heating (electrical heating) and cooling (water) rates: no less than 4 °C/min;
- Accuracy of steady-state temperature: ± 3 °C;
- Maximum deviation from the uniform temperature within the working space at the distance of 200 mm from the walls and the bottom: 6 °C;

- Water cooling system, including the reservoir, pumps and an optional cooling tower;
- Electrical mains supply: 3-phase, 400 V;
- Light and audible hazard alarms;
- Fully encapsulated fan drive (sharing the same pressure with working space).

Temperature sensors:

- No less than one temperature sensor monitoring the temperature of the inner atmosphere;
- At least eight sockets for connecting charge temperature sensors.

Evacuation:

- No less than four connections, each provided with regulated valves, resin traps and pressure sensors with measurement error of no more than ± 20 millibars (stainless steel design);
- No less than four blanked connections for future installation.

Complete regulation system, including the following:

- Workstation (PC) (at least two hard drives with the "RAID 1" mirroring technology);
- Computer screen (at least 22", 16:9 aspect ratio, minimum resolution of 1920x1080, certified ENERGY STAR 5.0 or better, TCO certified);
- UPS with overvoltage protection (at least 1200 VA);
- Colour printer (duplex printing, laser or LED or equivalent type of printer, A4 size page, minimum resolution of 600x600 dpi, minimum printing speed 20 pages per minute, four separate CMYK toner cartridges, maximum permissible load of no less than 10000 pages/month; the year of manufacture of the product shall be no earlier than 2012);
- Software (SW) with one (1) time-limited licence;
- Comprehensive manual on the Equipment and the control software in either Czech or English language (in a printed or electronic form);
- Possibility to extend with additional I/O control channels (modules).

SW Specifications:

- Fully-manual operating mode;
- Fully-automatic operating mode with preset conditions (delayed start, absolute temperature, pressure, pre-defined vacuum speed, program pause option, program continue/stop options);
- Remote control by means of PC (a part of delivery), incl. applicable licence;
- Remote control by means of PC (a part of delivery) via Ethernet network (LAN), such as by means of a remote desktop, an x-terminal or a similar service;
- Optionally, concurrent status monitoring via at least two independent PCs;
- Back-up, copy, edit and delete options for prior SW versions;
- Control, monitoring and recording features for all signals being read (temperature, pressure, vacuum), incl. human-readable ASCII recording format; compare feature (via graphs, numerical values) to compare with rated values;

- Generation of messages on cycles performed;
- Use of metric SI units;
- English user interface;
- Possibility to customize user interface.

The Seller acknowledges that the existing infrastructure on the Buyer's premises includes the following standard distribution systems: 220 V and 380 V (3-phase, 50 A) electricity supply, water supply, fume extraction system, drain, compressed air supply from a compressor delivering 10 bar pressure at the output of 250 l/min and a supply of compressed inert medium from a cylinder. The distribution system connections are available at the perimeter of the area of approximately 5x5 metres where the autoclave is to be placed. This space can be accessed on concrete floor (the smallest dimensions of the corridor and the gate: 3 m width and 4 m height) leading to the access road. The space can also be served by a gantry crane with 8-tonne capacity.

POVĚŘENÍ

(v souladu se zák. č. 262/2006 Sb.; zákoník práce, ve znění pozdějších předpisů, zák. č. 111/1998 Sb., o vysokých školách, ve znění pozdějších předpisů; zák. č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů)

Západočeská univerzita v Plzni, IČO: 49777513, se sídlem Plzeň, ul. Univerzitní 8/2732, PSČ: 306 14, jednající doc. PaedDr. Ilonou Mauritzovou, Ph.D., rektorkou, tímto

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v souladu (i) s Rozhodnutím rektora č. 25R/2012 - Organizačním řádem Západočeské univerzity v Plzni ze dne 28.08.2012, ZCU 028615/2012, (ii) se zák. č. 111/1998 Sb., o vysokých školách; (iii) Statutem Západočeské univerzity v Plzni ze dne 20.12.2012 a (iv) zák. č. 111/1998 Sb., o vysokých školách, ve znění pozdějších předpisů,

ke dni 1. 8. 2013

jméno: **FRANTIŠEK** příjmení: **VÁVRA** narozen dne: **22. dubna 1949**, bytem: **Alej Svobody 52, 323 00 Plzeň**, funkce: **děkan Fakulty aplikovaných věd, zaměstnanec Západočeské univerzity v Plzni**, zejména k:

- zajištění všech úkonů souvisejících s organizací, koordinací a výkonem činností při zadávání veřejných zakázek ve smyslu zák. č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů, v rámci Operačního programu Výzkum a vývoj pro inovace, projekt NTIS, CTPVV;
- k podpisu všech právních úkonů souvisejících se zadáváním veřejných zakázek ve smyslu zák. č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů, v rámci Operačního programu Výzkum a vývoj pro inovace, projekt NTIS, CTPVV.

V Plzni, dne 17. července 2013

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doc. PaedDr. Ilona Mauritzová, Ph.D., rektorka ZČU

Uvedené pověření přijímám:

.....
doc. Ing. František Vávra, CSc., děkan FAV