

Tender Dossier

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

Name of the public contract:

Multi-Purpose Multi-Channel Electrohydraulic Loading System



ZÁPADOČESKÁ
UNIVERZITA
V PLZNI

**Open above-the-threshold contract award procedure
for public supply contract**

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1. Contracting Authority Profile

Contracting Authority for the Public Contract:

Name:	University of West Bohemia in Pilsen
Registered office:	Univerzitní 8, Plzeň, 306 14, Czech Republic
Represented by:	doc. PaedDr. Ilona Mauritzová, Ph.D., the Rector
Registration number:	497 77 513

Additional information:

Name of the public contract:	Multi-Purpose Multi-Channel Electrohydraulic Loading System
Contract registration number:	483599

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

Name:	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
Registered office:	Vlastina 23, Plzeň, 323 00, Czech Republic
Registration number:	024 76 649
Tax identity number:	CZ02476649
Phone:	+420 377 519 999
Fax:	+420 377 519 988
E-mail:	zcu@akvt.cz

2. Preamble

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

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

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

Project number: CZ.1.05/2.1.00/03.0093

In accordance with its estimated value, the present Public Contract is considered an above-the-threshold contract for supply, as defined in section 8 of the PCA and is to be awarded in an open procedure.

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

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

Pursuant to the provisions of Section 86 of the Public Contracts Act, this public contract has been made known by sending the prior information notice for publication in the Tenders Electronic Daily – CZ on 13 March 2014.

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

The annexes are an integral part of the Tender Dossier. The Tender Dossier has been drawn up in Czech and English languages. The communication language shall be Czech and English languages.

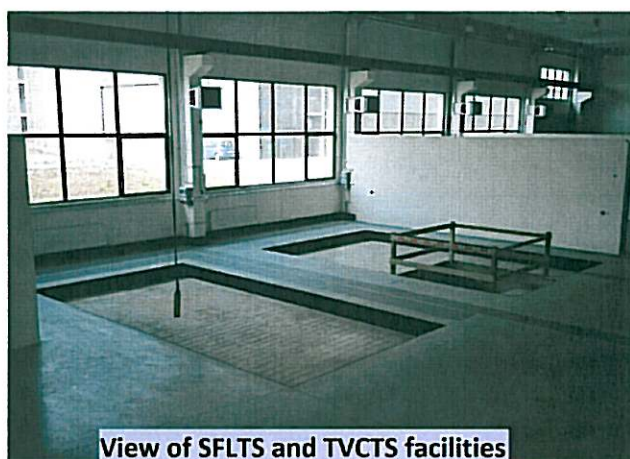
The Tenderer is entitled to request additional information on the technical conditions from the Contracting Authority. **In such case, the Tenderer shall send a written request for additional information to the representative of the Contracting Authority (as stated in point 1 of this Tender Dossier),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

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

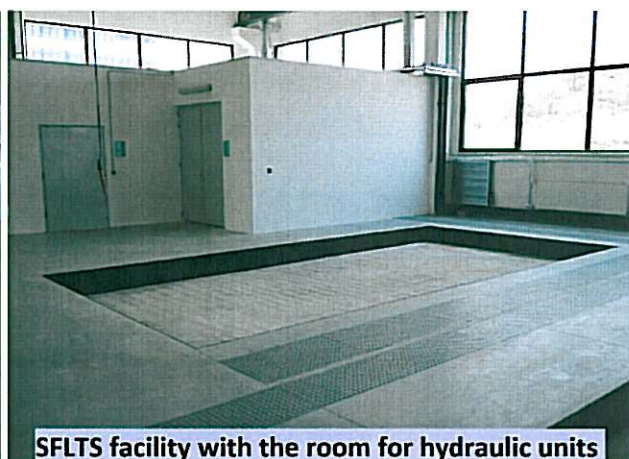
3. Subject-Matter of Public Contract

The subject-matter of the public contract is the supply of a multi-purpose multi-channel electrohydraulic loading system including the units for supply of pressurized oil, all fixed and variable distribution systems for pressurized oil and all accessories, electronic devices and control and evaluation software and any other elements required for reliable, safe and environmentally-sound operation (hereinafter referred to as “the Equipment”).

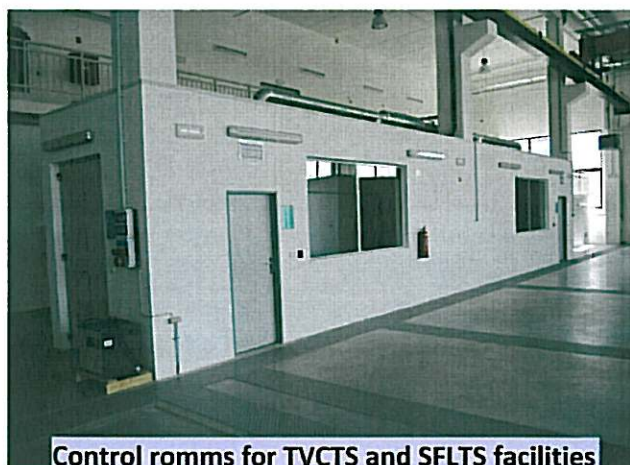
The Equipment and its parts will be installed in the premises documented in the extract from drawings and by the set of photographs of the RTI building below.



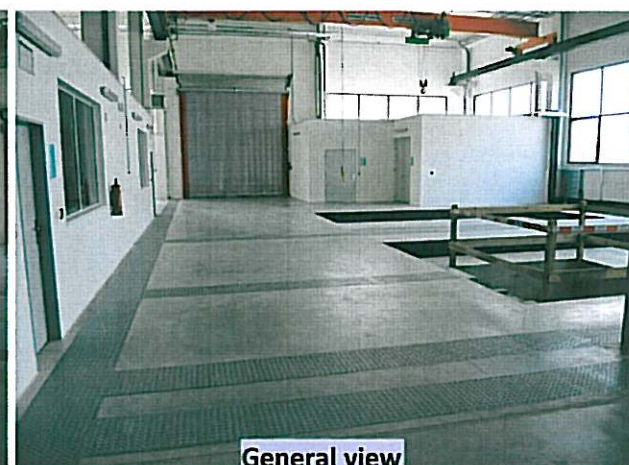
View of SFLTS and TVCTS facilities



SFLTS facility with the room for hydraulic units

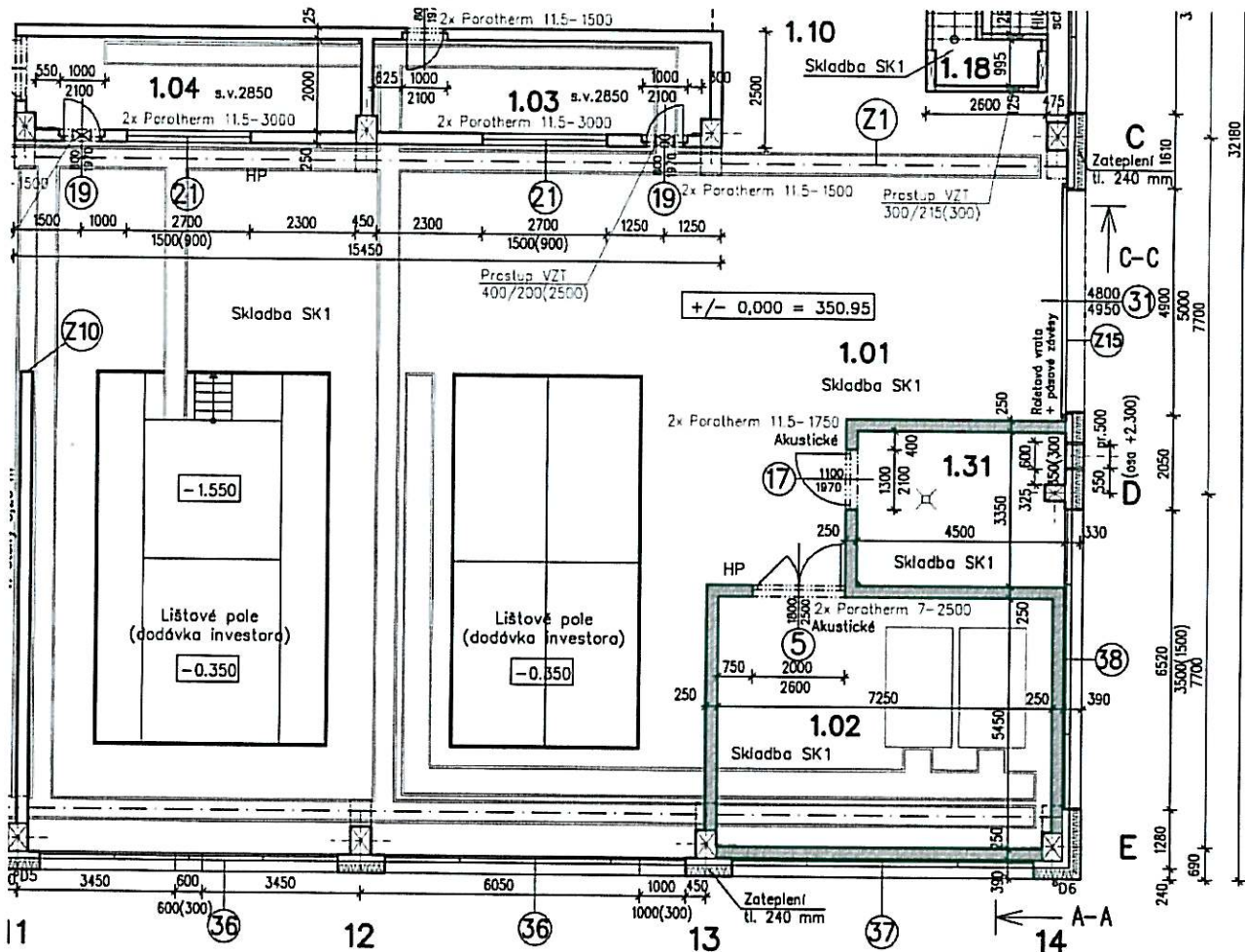


Control rooms for TVCTS and SFLTS facilities



General view

Site Layout



The Equipment will become a key part of the In-Service Strength and Fatigue Life Testing Shop and the Transport Vehicle Components Testing Shop. The Equipment shall be new, fully functional, complete, shall meet all required parameters and its operation should be supported by electronic control circuits and fully-fledged software with a licence, ready for full use. In order to avoid any doubt, the Contracting Authority declares that the Equipment shall be supplied with SW licences for both educational and commercial purposes.

3.1. Technical Parameters of Equipment

The subject-matter of the public contract is the supply, installation and commissioning of a multi-purpose multi-channel electrohydraulic loading system (hereinafter referred to as “the Equipment”) which should permit multi-axial static and dynamic loading of assemblies, joints and engineering components. The Equipment will be used in the planned activities of the In-Service Strength and Fatigue Life Testing Shop (referred to as “SFLTS”).

SFLTS will focus predominantly on research into strength, fatigue life and dynamic characteristics of assemblies and engineering components of machines and vehicles and on simulations of their service loading.

The technical specifications of the Equipment are given in Annex 1 to the Binding Draft of Purchase Contract - Parameters of Goods Supplied. These are the minimum requirements to be met by the

Equipment. If the Tenderer offers Equipment which fails to meet the technical specifications or fails to contain all components described, the Tenderer shall be excluded from the contract award procedure on the grounds of breaching the tender conditions defined by the Contracting Authority for the contract award procedure.

The Tender submitted by the Tenderer shall contain the Annex 1 to the Binding Draft of Purchase Contract – Parameters of Goods Supplied.

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

3.2. CPV Classification of Subject Matter of the Public Contract

Description:	CPV code:
Servo-hydraulic test apparatus	38542000-6
Hydraulic equipment	43328100-9
Hydraulic installations	43328000-8
Electronic, electromechanical and electrotechnical supplies	31700000-3

3.3. Estimated Value of Public Contract

CZK 29,950,000 million exclusive of VAT (in words: twenty-nine million nine hundred and fifty thousand Czech koruna).

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

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

3.4. Time and Place of Performance of the Public Contract

Performance time	within eight (8) months upon entering into the Contract
Place of performance	University of West Bohemia in Pilsen, Univerzitní 22, Plzeň, postal code: 30614, Czech Republic
Visit to the place of performance	The visit to the place of performance shall take place on 20. 8. 2014 at 14:00 hours and on 27. 8. 2014 at 14:00 hours. The attendees to the visit to the place of performance shall meet in front of the main entrance to the building of the Faculty of Mechanical Engineering of University of West Bohemia at Univerzitní 8, Plzeň, Czech Republic. The visit to the place of performance shall take place on the newly-built RTI premises adjacent



to the building of the Faculty of Mechanical Engineering of the University of West Bohemia at Univerzitní 22, Plzeň, Czech Republic.

4. Qualification of Tenderers

4.1. General Principles

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

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

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

4.1.2. Documented proof of qualifications

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

Tenderers shall submit the proof of qualifications in Czech or in English (including foreign Tenderers – for more information see item 4.1.5 of this Tender Dossier). All documents that are in a language other than Czech or English must be accompanied by an officially certified translation into Czech or English. This requirement does not apply to documents in Slovak language. **Documents demonstrating the fulfilment of the basic qualification criteria and the extract from the Commercial Register shall not be older than 90 calendar days on the day the Tender is submitted.**

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

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

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

4.1.4. Proving qualifications with a certificate

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

4.1.5. Foreign Tenderers

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

foreign Tenderer shall state these facts in a declaration. All documents shall be submitted in their original language and accompanied by their certified translation into Czech or English language. This requirement does not apply to documents in Slovak language.

More details can be found in section 4.2 of this Tender Dossier on basic qualification criteria.

4.1.6. Other means of proving compliance with qualifications

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

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

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

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

4.2. Basic Qualification Criteria

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

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

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

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

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

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

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

	pracoviste/praha/uzemni-pracoviste-praha-8.htm
Section 53, subsection 1, paragraphs i) through k) of the PCA	Declaration
	The mandatory declaration form is part of <u>Annex 2</u> to this Tender Dossier. The declaration shall be dated and signed by the Tenderer or by a person representing the Tenderer.

Information for foreign Tenderers regarding documents required to demonstrate qualification in the Czech Republic is available on the website of the European Commission: <http://ec.europa.eu/markt/ecertis/login.do> .

4.3. Professional Qualification Criteria

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

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

4.4. Economic and Financial Capacity

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

The mandatory declaration form is part of Annex 3 to this Tender Dossier. The declaration shall be **dated and signed by the Tenderer or by a person representing the Tenderer.**

4.5. Technical Qualification Criteria

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

- **description of the Equipment to be supplied** – the Tenderer shall present a technical description of the goods to be supplied. The Tenderer shall present a colour photograph (e.g. a catalogue or a brochure) of the Equipment offered, including a detailed technical description of the goods which shall clearly prove that all technical specifications set out under item 3.1 of this Tender Dossier have been met. The Equipment offered shall be clear to identify in both the description and the depiction. The Tenderer may submit this document in Czech or English language.

5. Terms and Conditions

5.1. Business Conditions

The business terms and conditions that are not explicitly stated in the text of the Tender Dossier are set out in the Binding Draft of Purchase Contract which is included in this Tender Dossier as Annex 5. The Tenderer is not authorized to make any changes or amendments to the draft of Contract presented herein, with the exception of adding relevant data, as required by the present Tender Dossier and/or by the Contract (the information to be provided by the Tenderer is marked **TO BE COMPLETED BY TENDERER**).

The Draft Contract shall be signed by the Tenderer or by a person representing the Tenderer. If the Draft Contract is not duly signed, the Tenderer's Tender shall be rejected and the Tenderer shall be excluded from the contract award procedure. If a representative is acting on behalf of the Tenderer based on a power of attorney, the original of the power of attorney stating the scope of this authority shall be included in the Tender.

5.2. Payment and Invoicing Terms

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

Payments will be made in Czech koruna (CZK) only. In addition, all price information will be given in Czech koruna (CZK). The price shall not be changed depending on the Czech koruna exchange rate against foreign currencies or other factors impacting the exchange rate and the stability of the currency, with the exception of potential changes in tax regulations relating to VAT.

Invoice payment terms and other payment and invoicing terms are established in the binding draft of Contract.

5.3. Method of Formulating Tender Price

1) Foreign Tenderers:

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

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

2) Tenderers from the Czech Republic:

The Tenderer shall state the total tender price using the following structure: price in Czech koruna excluding VAT, the VAT rate in %, total VAT amount in Czech koruna and total price including VAT in Czech koruna.

The total tender price shall be stipulated as the highest permissible price, including all fees and all additional costs associated with performing the Public Contract as described in the Tender Dossier. The tender price shall be stipulated as a single and fixed amount. It shall not be given as a range of prices. At the same time, the tender price may not be stipulated as a percentage or other ratio or by calculation from other amounts.

The tender price is the single evaluation criterion for tenders submitted in this contract award procedure. The Tenderer shall provide information on the tender price on the **Tender Cover Page**, which is comprised in Annex 1 to this Tender Dossier, and in the relevant article of the draft Contract.

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

5.4. Conflict of Interest

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

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

5.5. Subcontracting

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

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

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

5.6. Other Terms of Contract Award Procedure

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

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

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

- a) A list of authorised representatives or members of statutory bodies who have been employed by, held a position in or been in a similar relationship with the Contracting Authority in the three years preceding the deadline for the receipt of Tenders;
- b) If the economic operator is a public or joint-stock company, a list of shareholders who own shares with a total face value exceeding 10% of the registered capital, prepared within the time for receipt of Tenders;

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

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

6. Method of Formulating the Tender

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

The Tender shall be written in either Czech or English language. The Contracting Authority hereby expressly advises that all documents under this contract award procedure must be drawn up Czech or English language and that the communication language in this contract award procedure shall be Czech or English. **For the sake of clarity, the Contracting Authority recommends that each Tender submitted by the Tenderer is structured as set out below and in accordance with the requirements below:**

No.	Document	
1.	Tender Cover Page	Annex 1 (specimen)
2.	Documents proving compliance with basic qualification criteria	Annex 2 (specimen)
3.	Documents proving compliance with professional qualification criteria	documents according to art. 4.3
4.	Documents proving compliance with economic qualification criteria	Annex 3 (specimen)
5.	Documents proving compliance with technical qualification criteria	Documents according to art. 45.
6.	Declaration on the Tender	Annex 4 (specimen)
7.	Draft Contract	Annex 5 (specimen)
8.	Declaration on the Non-existence of a Conflict of Interest	Annex 6 (specimen)
9.	Subcontractor List (the Tenderer shall only be required to submit this document if it intends to contract out parts of the performance to a subcontractor. See art. 5.5.)	Annex 7 (specimen)
10.	Documents pursuant to the provisions in section 68, subsection 3 of the PCA	Annex 8 (specimen)
11.	Additional documents, in particular the documents proving the authority to act on behalf of the Tenderer or other persons	
12.	Compact disc with the Tenderer's complete scanned tender	

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

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

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

6.1. Time Limit and Place for Receipt of Tender

The time for submitting tenders shall run from the date following the day of commencement of the contract award procedure and **shall end on 19th September 2014 at 10:00 hours.**

The Tender may be submitted **in person**, on working days between 6:00 a.m. and 2:00 p.m. and on the last day of the time for receipt of Tenders, i.e. 19th September 2014 between 6:00 and 10:00 a.m., or by registered **post** so that the Tender is delivered to the Contracting Authority no later than 10:00 a.m. of the last day of the time for receipt of Tenders. For tenders delivered by post, the decisive time is the time of the receipt of the Tender by the Contracting Authority but not the date the Tender was posted.

The moment the Tender is received by the Contracting Authority is decisive for the Tender delivery!

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

The envelope containing the Tender shall be marked as follows:

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

**NEOTEVÍRAT PŘED TERMÍNEM OTEVÍRÁNÍ OBÁLEK!
DO NOT OPEN BEFORE THE TENDER OPENING TIME!**
„Mnohoúčelový vícekanálový elektrohydraulický zatěžovací systém“
“Multi-Purpose Multi-Channel Electrohydraulic Loading System”
(Contracting Authority: University of West Bohemia)

Západočeská univerzita v Plzni
Univerzitní 8
306 14 Plzeň
Czech Republic

The place for receipt of Tenders under the contract award procedure shall be the registered office of the Contracting Authority (as listed in article 1 of this Tender Dossier), namely the mail room in the registered office of the Contracting Authority.

6.2. Award Period

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

6.3. Security

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

6.4. Opening the Envelopes

On 19th September 2014 at 10:05 hours, envelopes with Tenders shall be opened at the registered office of the Contracting Authority (Univerzitní 8, Plzeň, Czech Republic) in the meeting room no. R007.

In accordance with Section 71, subsection 7, Tenderers, whose Tenders were received within the time for receipt of tenders, and additional persons designated by the Contracting Authority may attend the opening of the envelopes. For organisational reasons, only one person may attend on behalf of each Tenderer. The Tenderer's representative proves their identity by showing the power of attorney issued by the Tenderer and their personal identification card; a member of the Tenderer's statutory body proves their identity by presenting a record from the Commercial Register and their personal identification card. The Tenderer's or the representative's attendance will be confirmed by the Tenderer or the representative signing the list of Tenderers present for the opening of the envelopes.

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

7.1. Evaluation Criterion and Tender Evaluation Method

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

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

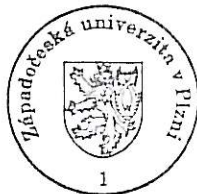
The ranking of Tenderers shall be in the ascending order of tender prices. The winning Tender shall be the one with the lowest tender price.

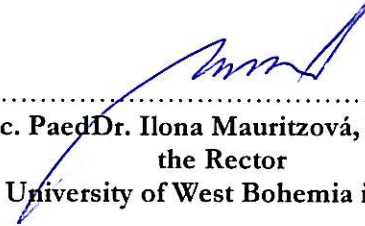
7.2. Contracting Authority's Reserved Rights

The Contracting Authority hereby reserves the right to cancel the contract award procedure pursuant to section 84, subsection 2, paragraph e) of the PCA in the event that the Contracting Authority does not receive the funding from the Operational Programme Research and Development for Innovation for financing the project, in the framework of which the present Public Contract is prepared.

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

In Plzeň, date: **28-07-2014**




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

Annex 1 to Tender Dossier

Tender Cover Page

for the Public Contract

Multi-Purpose Multi-Channel Electrohydraulic Loading System

BASIC INFORMATION:

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

Tenderer: [TO BE COMPLETED BY TENDERER]
Registered office/place of business address: [TO BE COMPLETED BY TENDERER]
Registration number: [TO BE COMPLETED BY TENDERER]
Tax identity number: [TO BE COMPLETED BY TENDERER]
Representative of the Tenderer: [TO BE COMPLETED BY TENDERER]
Bank account: [TO BE COMPLETED BY TENDERER]
Tenderer's contact person: [TO BE COMPLETED BY TENDERER]
Phone/fax number: [TO BE COMPLETED BY TENDERER]
E-mail address: [TO BE COMPLETED BY TENDERER]

TENDER PRICE – TENDERER FROM THE CZECH REPUBLIC

	Price in CZK excl. VAT	VAT rate in %	VAT amount in CZK	Price in CZK incl. VAT
Multi-Purpose Multi-Channel Electrohydraulic Loading System	[TO BE COMPLETED BY TENDERER]	[TO BE COMPLETED BY TENDERER]	[TO BE COMPLETED BY TENDERER]	[TO BE COMPLETED BY TENDERER]



TENDER PRICE – TENDERER FROM OUTSIDE THE CZECH REPUBLIC

	Price in CZK exclusive of value-added tax
Multi-Purpose Multi-Channel Electrohydraulic Loading System	[TO BE COMPLETED BY TENDERER]

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

.....

[TO BE COMPLETED BY TENDERER – company name + name and signature of the Tenderer / person representing the Tenderer]

Annex 2 to Tender Dossier

Declaration
to Prove Basic Qualification Criteria
for the Public Contract
Multi-Purpose Multi-Channel Electrohydraulic Loading System

Tenderer: TO BE COMPLETED BY TENDERER
Registered office/place of business address: TO BE COMPLETED BY TENDERER
Registration number: TO BE COMPLETED BY TENDERER

I hereby solemnly declare that

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

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

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

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

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

- The economic operator is not being wound up,

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

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

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

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

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

- In the past three years, the economic operator has not been legally disciplined and has not been subject to a disciplinary punishment under special regulations, where demonstration of professional qualifications under special regulations is required pursuant to section 54 (d) of the PCA. The same applies to the



authorised representative and other persons responsible for the economic operator's activities.

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

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

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

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

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

.....
[TO BE COMPLETED BY TENDERER – company
name + name and signature of the Tenderer / person
representing the Tenderer]

Annex 3 to Tender Dossier

Declaration on Economic and Financial Capacity

for the Public Contract

Multi-Purpose Multi-Channel Electrohydraulic Loading System

1. Identification data of the Tenderer:

Name / company name: [TO BE COMPLETED BY TENDERER]
Place of business / registered office address: [TO BE COMPLETED BY TENDERER]
Registration number: [TO BE COMPLETED BY TENDERER]

2. Declaration:

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

3. Signature of the Tenderer or of the person representing the Tenderer:

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

.....
[TO BE COMPLETED BY TENDERER –
company name + name and signature of the
Tenderer / person representing the Tenderer]

Annex 4 to Tender Dossier:

Declaration on the Tender

for the Public Contract

Multi-Purpose Multi-Channel Electrohydraulic Loading System

1. Identification data of the Tenderer:

Name / company name:

[TO BE COMPLETED BY TENDERER]

Place of business / registered office address:

[TO BE COMPLETED BY TENDERER]

Registration number:

[TO BE COMPLETED BY TENDERER]

2. Declaration:

The Tenderer hereby declares that:

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

3. Signature of the Tenderer or of the person representing the Tenderer:

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

.....
[TO BE COMPLETED BY TENDERER –
company name + name and signature of the
Tenderer / person representing the Tenderer]

Annex 5 to Tender Dossier:

Binding Draft of Purchase Contract

Purchase Contract

(hereinafter referred to as “the Contract”)

entered into pursuant to section 2079 et seq. and section 2358 et seq. of the Act No. 89/2012 Sb., the Civil Code

I.

Contracting Parties

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

(hereinafter referred to as “the Buyer”)

and

The Seller [TO BE COMPLETED BY TENDERER]
Registered office / place of business: [TO BE COMPLETED BY TENDERER]
Represented by: [TO BE COMPLETED BY TENDERER]
Bank: [TO BE COMPLETED BY TENDERER]
Account number: [TO BE COMPLETED BY TENDERER]
Registration number: [TO BE COMPLETED BY TENDERER]
Tax identity number: [TO BE COMPLETED BY TENDERER]

registered in the Commercial Register administered by [TO BE COMPLETED BY TENDERER],
section [TO BE COMPLETED BY TENDERER], file [TO BE COMPLETED BY TENDERER]

(hereinafter referred to as “the Seller”)
(collectively also “the Contracting Parties”)

WHEREAS:

- a) this Contract has been made on the basis of the outcome of an open procedure for awarding a contract pursuant to the Act No. 137/2006 Sb. on public contracts, as amended, for the purpose of awarding the public supply contract entitled “Multi-Purpose Multi-Channel Electrohydraulic Loading System”,
- b) Upon evaluation, the winning Tender selected for the public contract in question was the Tender submitted by the Seller,
- c) The Seller confirms to have acquired full knowledge of the scope and nature of the supply of the subject-matter of the above-described public contract, as well as all technical, quality-related, and other terms and conditions. The Seller confirms to possess the capacity and expertise necessary for the performance.
- d) The Seller hereby expressly confirms that it examined all documents and instructions by the Buyer which the Seller had received by the date of this Contract, as well as the instructions included in the tender conditions formulated by the Buyer for making the contract and that it found them acceptable and that the price agreed and the manner of performing the Contract include and reflect all the above-mentioned conditions and circumstances.
- e) Pursuant to section 5 (1) of the Act No. 89/2012 Sb., the Seller expressly declares that as a member of certain profession the Seller is able to act with knowledge and diligence inherent to the profession.

THE CONTRACTING PARTIES ENTER INTO THE FOLLOWING CONTRACT.

II.

Subject-Matter of Contract

- 2.1. Within the scope of and under the terms set out in this Contract, the Seller undertakes to supply to the Buyer a new, fully functional and complete Multi-Purpose Multi-Channel Electrohydraulic Loading System, including the units for supply of pressurized oil, all fixed and variable distribution systems for pressurized oil and all accessories, electronic devices and control and evaluation software and any other elements required for reliable, safe and environmentally-sound operation (below referred to as “the Goods”).
- 2.2. The parameters of the Goods to be supplied are stipulated in **Annex 1** to this Contract, which is an integral part hereof. The Seller shall supply particular Goods which shall correspond to the description of Goods presented by the Seller to prove compliance with technical qualification criteria in the public contract which preceded the making of this Contract and is specified in the Preamble hereof.
- 2.3. The Seller undertakes to transfer to the Buyer the title to the Goods and the Buyer undertakes to collect the Goods and pay the purchase price for the Goods.
- 2.4. The Seller hereby undertakes to provide the following related performance: packing, transport to the place of performance, including the required handling operations up to the point of installation, installation and assembly work on the Equipment in the place of performance (i.e. particularly the services consisting of unit assembly and testing on the Seller's premises, packing, assembly, commissioning and verification of error-free operation of the Equipment), the required building

works and operator training for at least three persons in the scope of no less than 80 days, where the training shall be divided as follows (1 working day = 8 hours):

- multi-channel electrohydraulic loading system: five working days,
 - testing machine for biaxial testing of materials: three working days,
 - two-part set for variable biaxial testing of components: two working days,
- where the training will involve mastering the operation of the Equipment, all its parts included in the scope of delivery and the software in full extent for demonstrating two types of tests:
- ✓ single-channel test of junction plate of bus body sections,
 - ✓ biaxial test of the central journal of a rail vehicle.

Report on Operator Training shall be drawn up in full, as set out in the present article of the Contract, to confirm the training was completed and it shall be signed by both Contracting Parties.

2.5. The Seller shall provide the Buyer with a user manual and accompanying technical documentation in Czech or English language in both printed and electronic forms. The accompanying technical documentation and the user manual shall comprise at least the following documents:

- machine manuals, maintenance plans, safety instructions, wiring diagrams, hydraulic connection diagrams, assembly drawings, user interface drawings, catalogue sheets and standards for components, all documents demonstrating, in particular, the compliance with legal regulations and technical standards and related requirements for the Equipment to be supplied, where the catalogue sheets and standards for off-the-shelf components may be in Czech, English or German;
- the accompanying technical documentation shall include an itemised list of spare parts with current unit prices and anticipated times between replacements. The Buyer plans to operate the Goods for a total of 2000 hours for the period of 24 months upon the acceptance of the Goods by the Buyer. The itemised list shall include current hourly rates of technicians and, wherever relevant, other necessary costs related to the economic operator's warranty services (transport to the place of performance, accommodation and others, based on current prices).

2.6. The Goods shall be provided with fully-fledged software allowing them to be used in accordance with their technical specifications. The Seller undertakes to supply the Goods including the software licence for both commercial and educational purposes. Certificate of Handover, Acceptance and Approval of Software shall be issued in regard to the handover and acceptance of the software and shall be signed by both Contracting Parties.

2.7. Prior to dispatching the delivery, the Seller shall invite the Buyer in writing to take part in the inspection of the Goods in the factory where the Goods were made (hereinafter referred to as "the Factory") in order to check fundamental parts of the Goods and their readiness for shipping. The travel costs related to the Buyer's representative/s trip to the place of inspection shall be borne in full by the Buyer. The invitation shall be delivered to the Buyer no later than 25 working days prior to the inspection. The Seller shall arrange the inspection of the Goods in accordance with this paragraph even in those cases when the Goods are not in the Seller's Factory and the Seller is not yet authorized to handle the Goods. Inspection Report shall be drawn up regarding the inspection which shall be signed by both Contracting Parties.

III.

Time and Place of Performance

- 3.1. The Seller undertakes to supply the Goods to the Buyer in due manner and perform the related obligations no later than **eight (8) months** upon entering into this Contract. Should the Seller default on delivering the Goods and meeting all obligations stipulated in section II of this Contract, the Buyer shall be entitled to demand that the Seller pay a contractual penalty amounting to 0.2 % of the total purchase price, excluding VAT, for each full day of delay, as well as the commenced one. This does not impact the Buyer's right to damages compensating both material and non-material harm. Each and every individual breach of obligations set out in section II of this Contract shall be considered as a separate instance and a separate penalty shall be applied.
- 3.2. Handover Certificate on Commissioning of the Goods shall be issued in regard to the handover / acceptance of the Goods and shall be signed by both Contracting Parties. The title to the Goods shall pass from the Seller to the Buyer the day the Handover Certificate on Commissioning of the Goods is signed by the Contracting Parties. The risk of damage to the Goods shall be borne by the Seller until the title passes to the Buyer.
- 3.3. The place of performance is the Buyer's, registered office, University of West Bohemia in Pilsen, Univerzitní 22, Plzeň, Czech Republic, postal code 30100.

IV.

Purchase Price and Terms of Payment

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

¹ The Tenderer shall choose one of the alternatives, either A or B, to be included in the Draft Contract, deleting the other alternative.

4.3. The purchase price will be paid by the Buyer in Czech crowns based on a tax document – an invoice. The purchase price will be invoiced by the Seller in the form of three (3) partial payments as follows:

- **10 % of the total purchase price** after the control and analytical software is delivered and accepted. The delivery and acceptance shall be completed by the Seller's and the Buyer's representatives against the following documents:
 - Invoice (one original version and one copy)
 - One copy of the Certificate of Handover, Acceptance and Approval of Software for control and analytical purposes signed by representatives of both Contracting Parties.
- **50 % of the total purchase price** upon completing the inspection of fundamental parts of the Goods and checking their readiness for shipping (according to article 2.7 of this Contract), against the following documents:
 - Invoice (one original version and one copy)
 - One copy of the Inspection Report signed by representatives of both Contracting Parties.
- **40 % of the total purchase price** after due and complete delivery of the Goods, proper installation of the delivered Goods by the Seller, commissioning of the Goods and demonstration of all their required functions and parameters, completed training of relevant staff/operators of the Goods, where all these steps shall meet the requirements set out section II of this Contract. This payment shall be made against the following documents:
 - Invoice (one original version and one copy)
 - One copy of the Handover Certificate on Commissioning of the Goods, one original of the Report on Operator Training, where both documents shall be signed by authorized representatives of both Contracting Parties.

The certificates and reports shall be drawn in two counterparts where each Contracting Party shall receive one counterpart. Attached to each invoice shall be a copy of the relevant certificate proving that the obligation according to article 4.3 of this Contract has been fulfilled.

- 4.4. The tax document – the invoice – shall contain all elements of a proper accounting and tax document, as stipulated in applicable legal regulations, including without limitation the Act No. 235/2004 Sb. on value added tax, as amended. If the invoice lacks the required elements, the Buyer is entitled to return it within the repayment term to the Seller for completion, without being in arrears. The repayment term shall begin running anew once the duly completed or corrected invoice is delivered to the Buyer.
- 4.5. The payment term for individual invoices shall be 45 days from the date of their receipt by the Buyer. The Seller shall have the right to invoice the partial payments set out in section IV of this Contract no earlier than the next working day following the signing of the appropriate certificate or report by both Contracting Parties.
- 4.6. The purchase price shall be paid by the Buyer to the Seller's bank account specified in the identification section of this Contract. The obligation to pay the purchase price shall be discharged by the Buyer at the moment the entire purchase price is credited to the Seller's bank account.
- 4.7. The purchase price may only be exceeded in relation to changes in VAT-related tax regulations.

- 4.8. The Buyer is entitled to set off any contractual penalty, which the Buyer is obliged to pay to the Seller, against the invoiced purchase price.
- 4.9. Should the Buyer be in arrears with the payment of the invoice, the Seller shall be entitled to charge the Buyer a contractual late payment fee in the amount of 0.05 % of the outstanding amount for each day of delay full or commenced.

V.

Rights and Obligations of the Contracting Parties

- 5.1. The Seller is obliged to deliver the Goods under the terms of this Contract. The Goods shall meet the technical requirements specified in Annex 1 to this Contract and shall be free of any defects which might impair fully-fledged operation of the equipment (the Goods). Any and all minor defects and outstanding work which do not preclude fully-fledged operation shall be listed in the handover certificate together with deadlines for their rectification.
- 5.2. The Seller is not authorized to assign any rights or obligations arising from this Contract to third persons without the prior written consent of the Buyer.
- 5.3. The Seller agrees that it may not undertake a unilateral legal act to assign or set off any of its claims against the Buyer arising from this Contract.
- 5.4. The Seller shall be liable to the Buyer for damage or harm (both material and non-material) caused by the breach of obligations arising from this Contract or obligations stipulated in a generally valid legal regulation.
- 5.5. The Seller shall archive the counterpart of the Contract, including its amendments, original accounting documents and other documents related to the execution of the Contract for no less than three years upon the end of the OP RDI but in any case at least until the year 2021. Throughout this period, the Seller shall allow persons authorized to monitor projects to inspect the documents related to the performance of the Contract and, in particular to provide the requested information and documents to employees of or persons authorized by project monitoring bodies in OP RDI and it shall cooperate with such persons and provide them with conditions for conducting the inspection of project implementation. Furthermore, all documents and the Contract-related documents shall be secured against loss, theft and deterioration.
- 5.6. The Seller acknowledges that, pursuant to section 2, paragraph e) of the Act No. 320/2001 Sb., on financial control in public administration and amendment to certain laws (the Financial Control Act), as amended, it is a person obliged to cooperate in the performance of financial control. For inspection purposes and for three years following the end of the Operational Programme, the managing authority of the Operational Programme Research and Development for Innovation (OP RDI) shall have the right to access those parts of the Tender, the Contract and related documents which are protected under special legal regulations (e.g. as trade secret and classified information), provided that the requirements stipulated in legal regulations (e.g. the Act No. 255/2012 Sb., the Inspection Code) are met. The managing authority of the Operational Programme Research and Development for Innovation has the right to inspect in an equivalent manner the Seller's subcontractors, if applicable (see Annex 2 to the Guidelines for Applicants and Beneficiaries of OP

RDI – Rules for Selection of Contractors at <http://www.msmt.cz/strukturalni-fondy/spolecne-prilohy-priucek-pro-zadatele-a-prijemce-op-vavpi-3>).

- 5.7. The Seller agrees that if, in relation to the execution of this Contract and as part of discharge of their duties, its authorized persons come into contact with personal/sensitive information, as defined in the Act No. 101/2000 Sb., on protection of personal data, as amended, it shall take all measures necessary to prevent unauthorized and/or accidental access to such data, their alteration, destruction or loss, unauthorized transmission or any other unauthorized processing or misuse.
- 5.8. The Seller is obliged to uphold all obligations contained in its Tender for the public contract that preceded this Contract.
- 5.9. The Seller acknowledges and agrees that this Contract will be published under the Buyer's profile pursuant to section 147a of the PCA. Likewise, the price actually paid for performing this Contract will be published within time limits and in a manner stipulated in section 147a of the PCA. Pursuant to section 147a, subsections 4 and 5 of the PCA, the Seller is obliged to submit to the Buyer, to the e-mail address odborvz@rek.zcu.cz, a list of subcontractors within time limits and scope defined therein. In the event of breach of statutory duties imposed on the Seller by section 147a, subsections 4 and 5 of the PCA, the Seller shall be liable in full for the damage or harm (both material and non-material) suffered by the Buyer as a result of the breach of duty.
- 5.10. The Contracting Parties shall use all means of communication available to both Contracting Parties. They hereby agree that throughout the period of warranty of quality, each party shall respond to any communication (via telephone or e-mail) within 48 hours from receipt. The Contracting Parties have agreed and the Seller has appointed the following person authorized to act on behalf of the Seller in matters relating to this Contract and its execution:

Name: [TO BE COMPLETED BY TENDERER]
E-mail: [TO BE COMPLETED BY TENDERER]
Phone: [TO BE COMPLETED BY TENDERER]

In the event of replacement of this person, the Buyer shall be immediately notified in writing. The replacement shall become effective once this written notification is received by the Buyer.

- 5.11. The Contracting Parties have agreed and the Buyer has appointed the following person authorized to act on behalf of the Buyer in matters relating to execution of this Contract:

Name: Ing. Pavel Žlábek, Ph.D.
E-mail: zlabek@rti.zcu.cz
Phone: 377 638 711

- 5.12. No acts done through the above-listed e-mail addresses and phone contacts constitute any changes to this Contract or become amendments according to article 8.3 of this Contract.
- 5.13. The right to use the software, the licence, shall be provided as unlimited in duration and territory and its price shall be included in the purchase price of the Goods. The licence shall be transferable with a right to sublicense and shall be assignable without the Seller's consent. The Buyer has no obligation to use this licence.
- 5.14. The Seller hereby declares that it is authorised to provide the licence to the benefit of the Buyer without any restrictions from third parties. The software in question is not encumbered by any third-party rights pursuant to the Act No. 121/2000 Sb., on copyright, as amended, or any other legal regulations. The Seller agrees and is aware that if anyone restricts the Buyer's rights in connection with the licence provided and prevents the Buyer from duly exercising its rights, the Seller is obliged to prevent such acts at its own cost and to compensate the Buyer for the damage or harm (both material and non-material) incurred.

- 5.15. The Seller undertakes to provide the Buyer with maintenance/upgrades for the warranty period for each module/licence of the software supplied.

VI.

Warranty of Quality

- 6.1. The Seller provides a warranty of quality of the Goods supplied of 24 months from the date the title to the Goods passed to the Buyer (“the Warranty Period”).
- 6.2. While the warranty of quality applies, the Supplier shall provide warranty services free of charge, in the following scope and under the following conditions:
- As part of the warranty services, the Seller shall perform all servicing tasks to ensure that, throughout the above-mentioned period, the Goods meet the requirements set out in Annex 1 to this Contract and that the Goods offer all features declared by the Seller in documents proving technical qualifications during the contract award procedure preceding the execution of this contract. Services provided as warranty services shall be interpreted as the replacement/repair of defective (failed) parts and accessories, remedying any defects in the Goods or breakdowns caused by operation of the Goods, and performing adjustment and verification, calibration and validation of the Goods.
- 6.3. The Buyer is required to notify the Seller in writing of warranty defects immediately upon detecting them to the e-mail address **[TO BE COMPLETED BY TENDERER]**.
- 6.4. During the warranty period, the Seller shall remedy the defects reported in complaints or meet other claims of the Buyer arising from defective performance by commencing the remedy of the defect within a time limit of no more than 72 hours after it was reported by the Buyer to the Seller in accordance with article 6.3, unless otherwise agreed in writing. In this respect, the Seller acknowledges that the time available for commencing the remedy of defects is working days between 9 a.m. and 4 p.m. Commencing the remedy of defect shall be interpreted as the arrival of an authorized representative of the Seller to the place of performance for the purpose of remedying a reported defect in the Goods. Where the end of the time limit for commencing the remedy of defect specified above falls outside the above-defined available time interval and no other agreement regarding this matter was made between the Contracting Parties, the Seller shall be required to commence the remedy of the reported defect on the next working day. Should a defect occur during the warranty period, the warranty period shall be extended by the time which passed between the Buyer’s notification of the defect to the Seller and the remedy of the defect by the Seller.
- 6.5. During the warranty period, the Seller shall remedy the defect without delay and within twenty (20) calendar days at the latest, unless a different period has been agreed in writing with the Buyer (via e-mail with the contact persons listed in section V of this Contract).
- 6.6. The warranty defect shall be deemed to have been duly claimed if reported before and including the last day of the warranty period.
- 6.7. In the event of failure to meet any of the time limits stipulated in articles 6.4 and 6.5 of the present Contract or time limits agreed in writing in accordance with articles 6.4 and 6.5 of the present Contract, the Buyer shall be entitled to charge the Seller a contractual penalty in the amount of 0.2 % of the total contract price, exclusive of VAT, as specified in article 4.1 of the present Contract for each day of delay commenced.
- 6.8. The Seller hereby undertakes to provide written consultancy (via e-mail) in Czech or English language free of charge for the subsequent 36 months following the end of the period of warranty of quality of the Goods pursuant to section VI of the present Contract. The Seller shall be obliged

to respond to a written (e-mail) request by the Buyer within 48 hours upon the receipt of the e-mail message, unless otherwise agreed in writing with the Buyer. Should the Seller delay responding in writing to the Buyer's request, the Seller agrees to pay a contractual penalty in the amount of 0.05 % of the total contract price, exclusive of VAT, as specified in article 4.1 of the present Contract for each day of delay commenced.

VII. Withdrawal from Contract

- 7.1. Contracting Party may only withdraw from this Contract on the grounds stipulated herein or defined by the law.
- 7.2. The Contracting Party affected by a breach of obligations may unilaterally withdraw from the Contract due to a serious breach of this Contract. The following, without limitation, shall be considered a serious breach of this Contract:
 - a) By the Buyer, payment of the purchase price according to this Contract later than 60 days after demonstrable delivery of the relevant invoice in question to the Buyer,
 - b) By the Seller, failure to duly deliver even a part of the Goods and the related performance within the agreed time,
 - c) By the Seller, if the Goods lack the properties stated by the Seller in this Contract or the properties listed in Annex 1 to this Contract and in the document proving the technical qualifications of the Seller in the contract award procedure preceding the execution of this Contract,
 - d) By the Seller, the Seller's failure to remedy defects within the time limit set out in this Contract or in case of a recurring defect,
 - e) By the Seller, if the Seller's Tender submitted for the public contract preceding the execution of this Contract contains misinformation or documents which do not correspond to the facts.
- 7.3. Obligations of the Contracting Parties resulting from the Contract extinct when the Contract ceases to be in effect. The cessation of the effect or discharge of the Contract does not terminate the right to damages or harm (both material and non-material) or the right to payment of contractual penalties agreed in regard to the breach of contractual obligations, where these rights came into existence before the cessation of the effect of the Contract, or those obligations of the Contracting Parties which, according to the Contract or given their nature, should continue to exist or which arise from the law.

VIII. Miscellaneous and Final Provisions

- 8.1. This Contract comes into effect on the day of signing by authorized representatives of both Contracting Parties.

- 8.2. The contractual penalties imposed according to this Contract shall be payable within thirty (30) days of the date the liable party receives the written demand for payment issued by the entitled party to the account of the entitled party specified in the identification section of this Contract.
- 8.3. Any and all changes or amendments to the Contract may be made solely on the basis of written agreement between the Contracting Parties. Such agreement shall be in the form of dated and numbered amendments signed by both Contracting Parties.
- 8.4. If facts preventing the due performance of this Contract occur with either of the parties, such party shall be obliged to notify the other party immediately and without undue delay and call a meeting of the representatives of the Buyer and the Seller.
- 8.5. If the grounds for invalidity apply only to some provisions of the Contract, only those provisions shall be invalid, unless their nature, content or circumstances under which they were agreed make them inseparable from the other content of the Contract.
- 8.6. The Contracting Parties will always strive to settle any disputes arising from the Contract amicably. Disputes arising from this Contract will be resolved in accordance with valid legislation by those authorities of the Czech Republic with subject-matter and territorial jurisdiction. Pursuant to the section 89a of the Act No. 99/1963 Sb., Civil Procedure Code, as amended, the Contracting Parties agree that for disputes arising from or associated with this Contract, the District Court for Pilsen – City and, if need be, the Regional Court in Pilsen shall have territorial jurisdiction.
- 8.7. The Contract is executed in four (4) counterparts, with each having the force of an original. The Contracting Parties each receive two (2) counterparts.
- 8.8. The following Annex is an integral part of this Contract:
Annex 1 – Detailed Technical Specifications of the Goods and Related Performance
- 8.9. The Contracting Parties hereby declare that before signing, they have read the Contract and agree with its content without reservation. The Contract is an expression of their genuine, true, free and solemn will. To attest to the genuineness and accuracy of these statements, the authorised representatives of the Contracting Parties hereby affix their signatures.

In Plzeň, date:

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

On behalf of the Buyer:

On behalf of the Seller:

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

[TO BE COMPLETED BY TENDERER]

○ **General Specifications**

The Goods allow the following tests at ordinary temperatures to be conducted:

- High-cycle and low-cycle fatigue testing
- Simulations of service loading and mapping the response to such loading
- Research of static properties of structures (stiffness, compliance)
- Research of dynamic properties of structures across time and frequency intervals.

SFLTS enables demanding tests of structures fabricated of various kinds of materials (e.g. metals, non-metals, composites) and their combinations (non-permanent and permanent joints).

The electrohydraulic loading system shall also be used to support the work undertaken in the Transport Vehicle Components Testing Shop (referred to as “TVCTS”) located in the vicinity. Consequently, the latter facility is provided with pressurized oil supply via flexible pressure hoses and with installations of other movable elements of the loading system (loading cylinders, scavenge pumps for oil and others).

TVCTS is provided with a testing machine for combined loading of specimens of materials by axial force and torque. TVCTS is equipped with a two-part kit for attaching items to a T-slotted bed plate in a variable manner to allow the tested parts to be loaded by axial force and torque.

The delivery includes T-slotted bed plates for both testing shops, a loading vertical portal frame and brackets adjustable in vertical and horizontal directions for mounting the loading cylinders (hydraulic motors) or parts to be tested.

Where the need for minor building work (drilling holes, digging cavities for anchor elements and others) in the premises arises during delivery, installation and commissioning of the Equipment, such building shall be acceptable and the Seller shall perform this work as part of the installation.

The Equipment is new, fully functional and complete and its operation is facilitated by electronic control circuits and fully-fledged software with a licence, ready for full use.

The electrohydraulic loading system and its various parts will be placed in spaces which are depicted in the attached drawings and shown in the photographs of the current state of the RTI building in Annex 2 to this Contract.

○ **Hydraulic Units**

The source of pressurized oil is able to produce sufficient pressure and deliver adequate flow of high-pressure oil to the pressurized oil distribution system in order to drive the loading cylinders (hydraulic motors). It permits economic operation of SFLTS and TVCTS laboratories with fewer loading cylinders. It can support energy-intensive tests as well. Hence, the source of pressurized oil consists of two identical and interconnected hydraulic units capable of operating independently and in conjunction to enable the user to choose an efficient mode of operation of the source of pressurized oil.

The parameters of hydraulic units are as follows:

Flow rate	165-170 l/min.
Pressure	28 MPa

The scope of delivery of the hydraulic units includes their cooling system. The scope of delivery of the cooling system for hydraulic units includes the connections to the building's metering and regulating system. The cooling of the medium can be provided by the existing cooling system installed close to the room intended for the units.

The Buyer operates a source of cooling water of the following parameters:

Temperature drop	15/25°C
Pressure	3 bar
Maximum flow	13 m ³ /hour

The scope of delivery includes hydraulic oil in an amount required for the full operation, sources of pressurized oil and filtering devices for the pressurized oil distribution system.

To ensure environmentally sound operation, the hydraulic units are equipped with drip pans provided with level sensors and accumulators for damping pulsations and noise in the hydraulic distribution system.

Every hydraulic unit is provided with a remote control device. One remote control device shall be kept in the SFLTS control room and the other in the TVCTS control room.

o **Hydraulic distribution system**

The pressurized oil distribution system consist of fixed and movable parts.

1. **The fixed part of high-pressure oil distribution system** (pipe distribution system) is routed through pre-installed channels to both facilities (SFLTS and TVCTS) and connects the hydraulic units to the stands for hydraulic motor manifolds. Wherever permitted by the operating conditions, fixed pipe distribution systems is used. The pipe distribution system is mainly used for connecting the hydraulic units with the four (4) stands for hydraulic motor manifolds.

The pipe distribution system is rated to the flow of 500 l/min up to the first branching point. Downstream of this branching point, the pipe distribution system is rated for the flow of 250 l/min. The configuration is documented in the schematic in Fig. 1.

The minimum required parameters are as follows:

- Two (2) stands for hydraulic motor manifolds are allocated to SFLTS:
 - each of the stands allocated to SFLTS carries five (5) hydraulic motor manifolds, so that a dedicated hydraulic motor manifold is available for each loading cylinder (hydraulic motor) of the SFLTS facility.
- Two (2) stands for hydraulic motor manifolds are allocated to SFLTS:
 - One stand is provided with one (1) hydraulic motor manifold for the machine for combined loading of specimens of materials by axial force and torque,
 - One stand is provided with two (2) hydraulic motor manifolds for the hydraulic motors of the two-part loading set for loading components by axial force and torque.

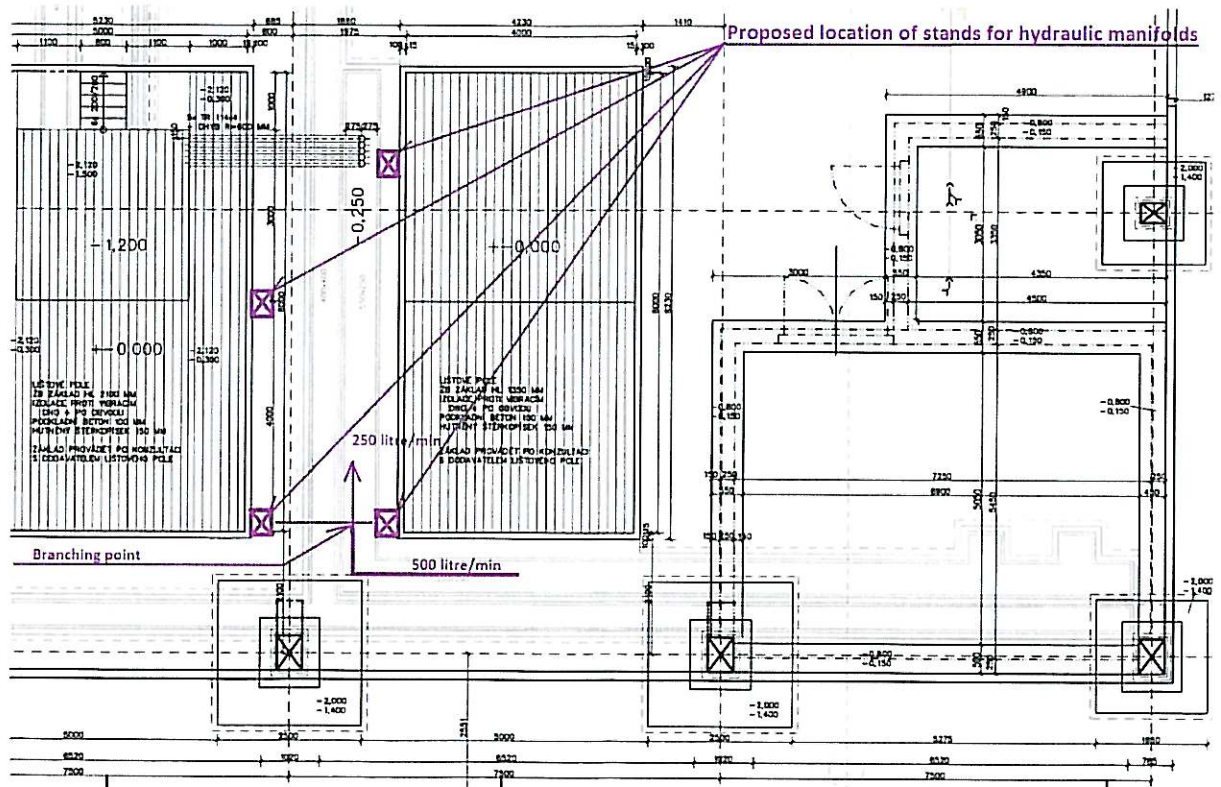
All hydraulic motor manifolds are capable of operating in on/off/low pressure and flow modes.

Two (2) hydraulic oil accumulators are attached to every hydraulic motor manifold stand:

- no less than 20 litres for the pressure branch of the hydraulic distribution system with an anti-rotation lock (safety lock against release),
- no less than 10 litres for the return branch of the hydraulic distribution system with an anti-rotation lock (safety lock against release),

The scope of installation of pipe distribution systems includes coating the inside of the pre-installed channels with protective paint against oil-based substances.

Fig. 1



2. **The movable part of the high-pressure oil distribution system** comprises high-pressure line and return hoses and threaded connectors for the start/stop valves of the manifold and the electrohydraulic cylinders. The scope of delivery also includes protective flexible sleeves for high-pressure as well return lines and a set of connectors and fittings for connecting and routing these hoses to the electrohydraulic cylinders.

The movable part of the high-pressure oil distribution system consists of two types of connecting hoses (with protective sleeves) rated for the flow rates of 65 l/min and 130 l/min.

The required range of hoses is defined in the following table:

Hose type	Flow rate	Length	Quantity
High-pressure hose, including protective sleeves	65 l/min	2 m	3 pcs
Return line hose, including protective sleeves			3 pcs
High-pressure hose, including protective sleeves		4 m	3 pcs
Return line hose, including protective sleeves			3 pcs
High-pressure hose, including protective sleeves	130 l/min	2 m	4 pcs
Return line hose, including protective sleeves			4 pcs
High-pressure hose, including protective sleeves		4 m	4 pcs
Return line hose, including protective sleeves			4 pcs

A set of connectors and fittings will be supplied with the hoses for connecting and routing these hoses to the electrohydraulic cylinders.

The required range of connectors is defined in the following table:

Type of hose to be used with the connector	Flow rate	Type	Quantity
high-pressure	65 l/min	straight	2 pcs
return			2 pcs
high-pressure		right-angle	2 pcs
return			2 pcs
high-pressure	130 l/min	straight	2 pcs
return			2 pcs
high-pressure		right-angle	2 pcs
return			2 pcs

The fixed, movable and connecting parts of the hydraulic distribution system withstand the effects of oil under operating conditions (flow rate, pressure, and temperature). The pressurized oil distribution system includes a system for removing excess oil from cylinders.

o Independent loading cylinders

The scope of delivery includes ten (10) independent loading cylinders (linear hydraulic motors with hydrostatic bearings) for SFLTS. The loading cylinders are configurable to obtain various test arrangements. Configurations with various numbers of cylinders and directions of action with regard to the tested item and to one another must be available.

The main parameters of the loading cylinder are as follows:

- Rated load (corresponds to the minimum required force which the loading cylinder exerts while applying static load in tension and compression),

- Rated stroke (corresponds to the minimum required stroke, which is the distance between end positions of the loading cylinder piston rod),
- Rated stroke amplitude (corresponds to the minimum required amplitude of the harmonic motion of the piston rod of a non-loaded loading cylinder from its zero position at the frequency of 10 Hz).

The rated parameters of loading cylinders and their quantity are given in the following table.

Rated force	Rated stroke	Rated stroke amplitude	Quantity
10 kN	50 mm	24 mm	2 pcs
25 kN	100 mm	25 mm	2 pcs
40 kN	250 mm	30 mm	2 pcs
100 kN	250 mm	12 mm	2 pcs
160 kN	250 mm	8 mm	2 pcs

The cylinders are designed and sized for achieving 80 % of the rated static force during cyclic loading. The working pressure of the hydraulic motors is equal to the pressure of the oil supplied by the hydraulic units, i.e. 28 MPa.

Supplied with each loading cylinder is an integrated position sensor and a force transducer, the measurement ranges of which shall include the rated parameters of the loading cylinders.

The accuracy of the sensors, i.e. maximum permissible deviations relative to the nominal values for individual categories of loading cylinders, is explained in the following table:

Loading cylinder		Sensor accuracy	
Rated force	Rated stroke	Stroke sensor linearity	Load measurement
10 kN	50 mm	0.4%	0.25%
25 kN	100 mm	0.4%	0.25%
40 kN	250 mm	0.4%	0.25%
100 kN	250 mm	0.4%	0.25%
160 kN	250 mm	0.4%	0.25%

For each loading cylinder, the scope of delivery also includes the following:

- Connecting plate (servo block) with min. two (2) pcs of oil accumulators corresponding to delivered cylinders with a flushing unit,
- min. two (2) pcs of two-stage MOOG servo valves,
- scavenge pump with hydraulic connections,
- blank plate.

Technical and structural parameters of the servo blocks, servo valves, oil accumulators, flushing units, scavenge pumps and, where relevant, blank plates shall be designed and supplied by the Seller to provide reliable and safe operation of the required loading cylinders at the required rated parameters (rated load, rated stroke and rated stroke amplitude).

In order to eliminate parasitic transverse forces from the 3D loading state, every loading cylinder is provided with removable ball joints:

- one ball joint to be affixed to the toe of the loading cylinder,
- one ball joint to be affixed near the force transducer.

The ball joints are adjustable and with no play. They permit turning by 0° through $\pm 20^\circ$ in all directions. Their load capacity is no less than the rated load of the loading cylinder.

○ **Testing machine for biaxial-load testing of specimens of materials**

The Seller shall equip the TVCTS facility with a loading machine offering combined loading of specimens of materials by axial force and torque. The scope of delivery includes all interconnecting components and accessories for full-fledged operation of the testing equipment. The assembly operations lead to full connection between the parts supplied in order to support the required functions of the entire system

This hydraulic testing machine includes hydraulic grips for the rated axial and torsional loads with the following parameters:

- distance between the hydraulic grip faces: at least 600 mm while the hydraulic motor is in its midway position,
- sets of jaws for gripping flat testing specimens of 0.1 mm – 32 mm thickness and up to 100 mm width and for cylindrical testing specimens with diameters of 10 – 34 mm; they permit the specimens to be gripped sideways,
- control block of hydraulic wedge grips which are sized for simultaneous maximum load of the combined loading unit and adjustable down pressure of 10 to 100 %,
- the system must prevent the grips from being opened while the test is running; it shall not be possible to start the device in load control with open grips.

The biaxial testing machine shall have a combined drive consisting of one (1) linear hydraulic motor with hydrostatic bearings and one (1) rotary hydraulic motor with hydrostatic bearings.

The main parameters of the hydraulic motor are as follows:

- Rated load (corresponds to the minimum required force which the linear hydraulic motor exerts while applying static load in tension or compression),
- Rated stroke (corresponds to the minimum required stroke, which is the distance between end positions of the piston rod of the linear hydraulic motor),
- Rated stroke amplitude (corresponds to the minimum required amplitude of the harmonic motion of the piston rod of a non-loaded linear hydraulic motor from its zero position at the frequency of 10 Hz)
- Rated torque (corresponds to the minimum torque delivered by the rotary hydraulic motor while applying torsional static load).
- Rated angular displacement (corresponds to the minimum angle, by which the piston rod of the rotary hydraulic motor rotates from the initial to the limit position),

- Rated angular displacement amplitude (corresponds to the minimum required amplitude of the harmonic motion of the piston rod of a non-loaded rotary hydraulic from its zero position at the frequency of 10 Hz).

The required rated parameters of hydraulic motors of the biaxial testing machine are listed in the following table:

Linear hydraulic motor		
Rated force	Rated stroke	Rated stroke amplitude
250 kN	100 mm	2.00 mm
Rotary hydraulic motor		
Rated torque	Rated angular displacement	Rated angular displacement amplitude
2 kNm	100°	10°

The hydraulic motors supplied are designed and sized to deliver 80 % of the rated static load (force, torque) in cyclic loading. The working pressure of the hydraulic motors is equal to the pressure of the oil supplied by the hydraulic units, i.e. 28 MPa.

The scope of delivery of the hydraulic motors includes the necessary sensors. The linear hydraulic motor must be provided with an integrated position sensor and a force transducer (load cell) inertia-compensated by means of a built-in accelerometer. The hydraulic motor must be provided with a force transducer, an angular position sensor and a torque transducer. The measurement ranges of the sensor include and cover the rated parameters of the loading hydraulic motors. The accuracy of the sensors, i.e. their maximum permissible deviations for individual categories of loading cylinders, is explained in the following table:

Sensor accuracy			
Linear hydraulic motor		Rotary hydraulic motor	
Position measurement	Load measurement	Angular measurement	Torque measurement
0.2%	0.5%	0.2°	0.2%

The rotary and axial actuators must be designed in such way that the weight of the rotary actuator does not have any effect on the performance of the axial – linear actuator (hydraulic motor).

The scope of delivery of the combined drive shall include additional electrohydraulic elements for its smooth functioning:

- For the linear drive:
 - At least one (1) connecting plate (servo block) with at least one (1) oil accumulator and a flushing unit,
 - At least one (1) two-stage servo valve; in configurations with more than one servo valve, at least one of them shall be capable of being isolated hydraulically, without dismantling.
- for the rotary drive:
 - At least one (1) connecting plate (servo block) with at least one (1) oil accumulator and a flushing unit,

- At least one (1) two-stage servo valve.

The Seller supplies a total of two (3) scavenge pumps with hydraulic connections.

Technical and structural parameters of the servo blocks, servo valves, oil accumulators, flushing units, scavenge pumps and, where relevant, blank plates shall be designed by the Seller to provide reliable and safe operation of the required loading cylinders at the required rated parameters (rated load, rated stroke and rated stroke amplitude). The device shall be controllable from a single point: by either the handset or the control system (PC). No parallel control is allowed. It shall only be possible to move the crosshead up/down in the setup mode (low pressure mode). In the high pressure mode (test run mode), it shall not be possible to move the crosshead up/down.

The biaxial testing machine is connected to the source of pressurized oil via a hydraulic motor manifold with the on/off/low feature. The hydraulic motor manifold is installed on a stand which provides the connections for the testing machine via supply hoses without any contact with the floor. Scavenge pumps are supplied for all hydrostatic bearings.

The combined drive is located on the top crosshead of the loading frame. The top crosshead features mechanical locking and hydraulic release functions and its vertical position is hydraulically adjustable.

The loading frame is mounted on an elastic base and meets the following parameters and contains all the elements listed below:

- axial stiffness of frame at 1000 mm (max. vertical size of the test space): 1000 kN/mm or better,
- torsional stiffness of frame: 14000 kNm/rad or better,
- table with a T-slotted plate and connection points for the set of linear and torsional loads and an adapter for connecting combined external sensors with connecting bolts.

The scope of delivery includes the following essential measuring instruments:

- Biaxial extensometer for measuring the shear deformation angle on the surface of circular specimens with the following parameters:
 - axial: ± 2.5 mm or better,
 - torsional: ± 2 mm or better,
- uniaxial extensometer for dynamic measurement with the following parameters:
 - gauge length: 20 – 25 mm,
 - travel expressed as percentage of the gauge length: ± 20 %,
 - non-linearity: 0.15 %,
 - control system of the machine must be able to work with additional at least 2 external analogue channels (± 10 V DC).

The scope of delivery includes a control personal computer (PC) (the hardware configuration of the PC must be adequate for operating the machine and for running tests with all required parameters and specifications) with an LCD monitor and the necessary equipment for operating the machine. The PC shall include pre-installed software to enable full control of the machine and the tests, including the setting up of tests, running the tests and evaluation of test results. The software shall offer at least the following functions: full control of the device (machine), including loop tuning, limit and event setup, ramp and waveform generation, data acquisition and saving on PC disk, setting up additional channels (inputs) and preparing software blocks of tests. The control modes must include load-control, position-control and amplitude-control. The software shall continuously display the status of the device (machine) and shall

offer several levels of access to the software configuration (an administrator level different from the operator level) for safety purposes. The setup of critical parameters shall only be available at the administrator level. The minimal requirements for tests supported by the software solution shall include quasi static testing and high cycle fatigue testing. At least one (1) commercial licence of the software shall be provided.

○ **Two-part set for variable biaxial testing of components**

The TVCTS facility is also equipped with a two-part set of hydraulic motors and support elements for variable-configuration mounting on the T-slotted plate for loading components by axial force and torque. The scope of delivery includes all interconnecting components and accessories for full-fledged operation of the testing equipment. The assembly operations provide full connection between the parts supplied in order to support the required functions of the entire system.

The core parts of the set for variable biaxial testing of components are one (1) linear loading cylinder (linear hydraulic motor with hydrostatic bearings) and one (1) rotary loading cylinder (rotary hydraulic motor with hydrostatic bearings). The main parameters of the loading cylinders (hydraulic motors) are as follows:

- Rated load (corresponds to the minimum required force which the linear hydraulic motor exerts while applying static load in tension or compression),
- Rated stroke (corresponds to the minimum required stroke, which is the distance between end positions of the piston rod of the linear hydraulic motor),
- Rated stroke amplitude (corresponds to the minimum required amplitude of the harmonic motion of the piston rod of a non-loaded linear hydraulic motor from its zero position at the frequency of 10 Hz)
- Rated torque (corresponds to the minimum torque delivered by the rotary hydraulic motor while applying torsional static load).
- Rated angular displacement (corresponds to the minimum angle, by which the piston rod of the rotary hydraulic motor rotates from the initial to the limit position),
- Rated angular displacement amplitude (corresponds to the minimum required amplitude of the harmonic motion of the piston rod of a non-loaded rotary hydraulic from its zero position at the frequency of 10 Hz).

The required rated parameters of hydraulic motors of the biaxial testing machine are listed in the following table:

Linear hydraulic motor		
Rated force	Rated stroke	Rated stroke amplitude
40 kN	100 mm	16.00 mm
Rotary hydraulic motor		
Rated torque	Rated angular displacement	Rated angular displacement amplitude
8 kNm	100°	9°

The hydraulic motors supplied are designed and sized to deliver 80 % of the rated static load (force, torque) in cyclic loading. The working pressure of the hydraulic motors is equal to the pressure of the oil supplied by the hydraulic units, i.e. 28 MPa.

The rotary hydraulic motor is sized to transmit an axial force of no less than 55 kN.

The scope of delivery of the hydraulic motors includes the necessary sensors: the integrated position sensor and the force transducer for the linear hydraulic motor, or an angular position sensor and torque transducer for the rotary hydraulic motor including an accelerometer to enable compensation of the mass of inertia on the torque transducer. The measurement ranges of the sensor include and cover the rated parameters of the loading hydraulic motors.

Sensor accuracy			
Linear hydraulic motor		Rotary hydraulic motor	
Stroke sensor: linearity	Force transducer	Angular displacement sensor: linearity	Torque transducer
0.25%	0.10%	0.25%	0.10%

The scope of delivery of the above-specified set includes additional electrohydraulic elements:

- for the linear drive:
 - One (1) connecting plate (servo block) with two (2) accumulators and a flushing unit,
 - One (1) two-stage servo valve,
- for the rotary drive:
 - One (1) connecting plate (servo block) with two (2) accumulators and a flushing unit,
 - Two (2) two-stage servo valves.

Technical and structural parameters of the servo blocks, servo valves, oil accumulators, flushing units, scavenge pumps and, where relevant, blank plates shall be designed and supplied by the Seller to provide reliable and safe operation of the required loading cylinders at the required rated parameters (rated load, rated stroke and rated stroke amplitude).

Both hydraulic motors are connected to the source of pressurized oil via hydraulic motor manifolds with the on/off/low feature.

A total of two (2) scavenge pumps with hydraulic connections will be supplied.

The scope of delivery includes mechanical components allowing variable testing configurations. These include the following:

- One (1) rotary cylinder bracket,
- One (1) linear cylinder bracket mounted on the linear drive plate,
- One (1) linear drive plate to connect the linear hydraulic motor to the pair of hydrostatic bearings carrying the torsional load up to the rated value of 8 kNm,
- Two (2) play-free universal joints for dynamic loading by the rated axial force of 40 kN and a torsional load of 8 kNm,
- The universal joints shall be provided on their ends with adapter plates with threaded holes for direct mounting of test specimens or adaptors for clamping test specimens.

The materials and dimensions of the mechanical elements are selected so that the elements withstand the static and cyclic loads acting on the test rig in applications with the loading hydraulic motors supplied as part of the two-part set of hydraulic motors.

○ **Control and measuring electronics, software, computers, clamping bed, accessories**

▪ **Digital control and measuring electronics**

The supplied control and measuring electronics support independent, as well as parallel operation of all separate loading cylinders in the SFLTS facility, as well as the operation of the loading machine for combined loading of specimens and the two-part set for loading of components by axial force and torque in TVCTS. The term “operation” shall be interpreted as the control, measurement, recording and evaluation of all quantities relevant to particular tests.

The control electronics permit the loading parameters for each electrohydraulic loading cylinder to be controlled in accordance with requirements of particular tests.

- In the linear hydraulic motors, these parameters include the following: force, stroke, acceleration, engineering strain, loading frequency and pre-stress,
- In the rotary hydraulic motors, these parameters include the following: torque, angular displacement, angular acceleration, engineering strain, loading frequency and pre-stress.

The control electronics support simultaneous measurement and recording of all quantities required for documenting and evaluating the particular test.

The digital control and measuring electronics is delivered in a modular cabinet with a back-up power source which permits safe shutdown and save a current data of all running tests in the event of power outage.

The scope of delivery includes three (3) remote control units for controlling the position of loading cylinder piston rod at reduced pressure and flow rate of oil.

The scope of delivery also includes software for control of tests. This software allows schedules for loading parameters to be entered and controlled:

- static loading,

- loading with a harmonic pattern,
- loading with a harmonic pattern in programmable loading blocks,
- random loading with required spectral power density,

Reproduction of the measured data is possible as well.

▪ **Control computers**

The scope of delivery includes four (4) operator's computers with the required accessories. Two (2) operator's computers shall be located in the SFLTS control room and the other two (2) in the TVCTS control room. Every operator workplace allows one or more independent tests to be controlled.

The computers supplied are configured to support reliable communication with the control and measuring electronics supplied and to achieve the required parameters of process control, measurement and data storage.

- digital control frequency: 10 kHz,
- all measuring channels can be monitored simultaneously and in synchronism,
- A/D conversion frequency: 100 kHz,
- 24-bit data

▪ **Software**

The software is compatible with the control electronics in terms of test control and supports test data recording, measuring during testing, graphical plotting of measured data and analysis of the recorded data during and after testing.

Frequency spectra calculation and process analysis by means of the rain flow method is available for processing the measured data.

The scope of delivery includes a system for reproduction of measured data offering iteration algorithms to achieve optimum correlation between the pre-defined loading pattern and the actual schedule.

The licence allows all software modules to be used with all channels of the control electronics. At least one (1) commercial licence of the software shall be provided..

▪ **Clamping bed and support structures**

The scope of delivery includes a T-slotted clamping bed and support structures for building variable test and loading rigs. The following clamping system elements shall be included:

- T-slotted plates for foundation blocks of SFLTS and TVCTS facilities,
- One (1) vertical two-column frame with an adjustable-height crosshead,
- Four (4) hydraulic motor brackets with adjustable vertical and horizontal positions and a horizontal loading axis.

The SFLTS is provided with T-slotted plates for the existing foundation block with the footprint of 8 × 4 m.

The TVCTS is provided with T-slotted plates for a part of the existing foundation block with the footprint of 5×4 m.

The height of the T-slotted plates is 300 mm.

The T-slots are oriented in the longitudinal direction and spaced at 250 mm.

The T-slotted plates rest on a polymer concrete layer of 50 mm thickness and are held by anchors for dynamic loading in the existing foundation blocks.

The vertical two-column frame with an adjustable-height crosshead comprises the following:

- Two (2) columns of 3.5 m height,
- One (1) crosshead with the length of 3 m (adjustable by means of a crane, all fastening work shall be manual); the vertical position of the crosshead can be changed in steps of no more than 100 mm
- At least one (1) hydraulic motor bracket travelling on the crosshead and designed to allow mounting the maximum of two (2) independent loading cylinders with rated forces of 10 to 160 kN.

The design of the bracket should allow its position on the crosshead to be changed, either manually or by other means. The attachment of the hydraulic motor to the bracket shall provide maximum stiffness of the hydraulic motor-bracket joint. For this reason, the hydraulic motor must not be suspended by the ends of its body.

The parameters of the required four vertically and horizontally adjustable hydraulic motor brackets with a horizontal loading axis are as follows:

- The horizontal loading axis position shall be 300 to 1200 mm above the bracket toe,
- The horizontal loading axis shall be adjustable in transverse direction by ± 100 mm,
- The bracket shall be designed for attaching a hydraulic motor rated for 160 kN in a horizontal direction to the flange.

Together with these four (4) brackets, the Seller will supply additional two (2) adapters for mounting smaller loading cylinders or tested parts.

The material of the clamping bed and the support structures, their sections and T-slots is designed and rated for static and cyclic loads imposed by the test rigs with the loading cylinders supplied.

Signature of the Tenderer / the person representing the Tenderer:

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

.....
[TO BE COMPLETED BY TENDERER –
company name + name and signature of the
Tenderer / person representing the Tenderer]

Annex 6 to Tender Dossier

Declaration on the Non-existence of a Conflict of Interest

for the Public Contract

Multi-Purpose Multi-Channel Electrohydraulic Loading System

1. Identification data of the Tenderer:

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

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

Registration number: [TO BE COMPLETED BY TENDERER]

2. Declaration

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

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

3. Signature of the Tenderer / the person representing the Tenderer:

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

.....
[TO BE COMPLETED BY TENDERER –
company name + name and signature of the
Tenderer / person representing the Tenderer]

Annex 7 to Tender Dossier

Subcontractor List

for the Public Contract

Multi-Purpose Multi-Channel Electrohydraulic Loading System

1. Identification data of the Tenderer:

Name / company name: [TO BE COMPLETED BY TENDERER]
Place of business / registered office address: [TO BE COMPLETED BY TENDERER]
Registration number: [TO BE COMPLETED BY TENDERER]

2. Subcontractor List

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

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

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

3. Signature of the Tenderer / the person representing the Tenderer:

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

[TO BE COMPLETED BY TENDERER –
company name + name and signature of the
Tenderer / person representing the Tenderer]

Annex 8 to Tender Dossier

Documents Pursuant to section 68, subsection 3 of the PCA
for the Public Contract
Multi-Purpose Multi-Channel Electrohydraulic Loading System

1. Identification data of the Tenderer:

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

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

Registration number: [TO BE COMPLETED BY TENDERER]

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

[TO BE COMPLETED BY TENDERER]

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

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

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

2. Signature of the Tenderer / the person representing the Tenderer:

Date [TO BE COMPLETED BY TENDERER]

.....
[TO BE COMPLETED BY TENDERER – company
name + name and signature of the Tenderer / person
representing the Tenderer]