

Invitation to tenders and demonstration of the applicants' qualifications **(The Tender documentation)**

The Sponsor of a small-scale public order hereby invites potential suppliers to submit their tenders concerning the following **public procurement**:

„Semi-automatic screen printing and stencil printing machine“.

This tender is to be awarded according to Annex 2 of the Applicant Handbook – Rules for selection of suppliers within the Operation Programme “Research and Development for Innovations” (hereinafter referred to as “PVD”), as amended.

1) Sponsor identification data:

Business company/Name:	University of West Bohemia in Pilsen (UWB)
Registered address:	Univerzitní 8, 306 14 Plzeň, Czech Republic
Represented by:	doc. Ing. Jiří Hammerbauer, Ph.D. Dean of Faculty of Electrical Engineering
Legal form:	Public university
Identification No:	49777513

2) Project and order names:

Project name:	RICE – Regional Innovation Centre for Electrical Engineering
	Project No: CZ.1.0.5/2.1.00/03.0094
	Research and Development for Innovation Operation Programme (OP VaVpI)
	Public order name: Semi-automatic screen printing and stencil printing machine

3) Order subject and description (Order Specifications):

The subject of this public procurement is supply of HW and SW for selective layer deposition of functional materials using screen printing and stencil printing meeting the specifications below (hereinafter Equipment), for the Regional Innovation Centre for Electrical Engineering (RICE) at the University of West Bohemia in Plzeň (UWB). The Equipment specifications shown below represent the minimum Equipment requirements.

The subject of this public procurement includes delivery to RICE of the Equipment and its standard accessories (such as operation manuals, connecting cables, etc.) and presentation,

in the form of instruction/training of at least 8 hours, of the Equipment in operation to 2 to 6 RICE employees.

Detailed technical specification:

Criterion	More detailed description
Key parameters:	<ul style="list-style-type: none"> • High versatility • High accuracy • No need for high productivity and automatic change of substrate • Suitable both for screen printing and stencil printing
Substrates for printing:	<ul style="list-style-type: none"> • Rigid substrates – Alumina (minimal dimensions 4 x 4 inch), PCB (minimal 300 x 400 mm), thickness from 0,5 mm to 70 mm. • Flexible substrates – PI, PEN, PET, (minimal 300 x 400 mm), thickness from 0,05 mm to 0,5 mm. • Textile substrates – minimal 300 x 300 mm, thickness from 0,1 mm to 1,0 mm.
Intended printed lines widths:	<ul style="list-style-type: none"> • Rigid substrates – Alumina: below 50 µm, PCB: from 100 µm • Flexible substrates – PI, PEN, PET: from 50 µm • Textile substrates: from 150 µm
Alignment Accuracy:	± 10 µm or better
Alignment system:	<ul style="list-style-type: none"> • Optical with at least two manually adjustable cameras, camera resolution: at least 12 micron / pixel • Manual control or semi-automatic operation • Camera field view: minimally 9 mm x 7 mm • Modification of camera illumination - red and white light
Screens dimensions:	<ul style="list-style-type: none"> • Minimal frame dimensions 12 x 12 inch • Maximal frame dimensions 24 x 26 inch
Printing parameters:	<ul style="list-style-type: none"> • Semi-automatic screen and stencil printer • Print speed: 10 to min. 150 mm/s • Snap off: min. up to 5 mm • Printing pressure: 10 to min. 220 N • Print modes: print-print, print-flood, flood-print, alternating print
Print head for screen printing	<ul style="list-style-type: none"> • Programmable squeegee pressure • Precise adjustment of the down stop • Storage of the squeegee pressure can in the program
Print nests:	<ul style="list-style-type: none"> • Vacuum print nest with porous stone min 300 x 400 mm

	<ul style="list-style-type: none"> Aluminium-based printing nest with vacuum holes for fixation of rigid substrates 4"x4" Print nest is for fixation of a textile substrate on a print table. Active print surface is (X / Y): min. 10 mm x 300 mm, max. 300 mm x 300 mm.
Consumables for screen print:	<p>1. Storage system for consumable materials</p> <p>2. For stencil printing</p> <p>2.1 Metal blade squeegee 65° width 120 mm</p> <p>2.2 Metal blade squeegee 65° width 200 mm</p> <p>3. For screen printing</p> <p>Trailing edge squeegee - width 120 mm</p> <p>3.1 Trailing edge squeegee 60° 120 mm 65 Shore A</p> <p>3.2 Trailing edge squeegee 60° 120 mm 75 Shore A</p> <p>3.3 Trailing edge squeegee 60° 120 mm 85 Shore A</p> <p>- for each trailing edge 3 pieces of spare squeegee rubber</p> <p>Trailing edge squeegee - width 200 mm</p> <p>3.4 Trailing edge squeegee 60° 200 mm 65 Shore A</p> <p>3.5 Trailing edge squeegee 60° 200 mm 75 Shore A</p> <p>3.6 Trailing edge squeegee 60° 200 mm 85 Shore A</p> <p>- for each trailing edge 3 pieces of spare squeegee rubber</p> <p>Top piece for standard Metal blade/ Trailing edge squeegee</p> <p>3.7 Top piece 50° for standard Metal blade/ Trailing edge squeegee</p> <p>3.8 Top piece 55° for standard Metal blade/ Trailing edge squeegee</p> <p>3.9 Top piece 60° for standard Metal blade/ Trailing edge squeegee</p> <p>3.10 Top piece 65° for standard Metal blade/ Trailing edge squeegee</p> <p>3.11 Top piece 70° for standard Metal blade/ Trailing edge squeegee</p> <p>3.12 Top piece 75° for standard Metal blade/ Trailing edge squeegee</p> <p>Diamond squeegee - width 120 mm</p> <p>3.13 Diamond squeegee 120 mm 70 - 75 Shore A</p> <p>3.14 Diamond squeegee 120 mm 90 - 95 Shore A</p> <p>- for each squeegee holder 3 pieces of spare squeegee rubber</p> <p>Diamond squeegee - width 200 mm</p> <p>3.15 Diamond squeegee 200 mm 70 - 75 Shore A</p> <p>3.16 Diamond squeegee 200 mm 90 - 95 Shore A</p> <p>- for each squeegee holder 3 pieces of spare squeegee rubber</p> <p>3.17 Flood squeegee 230 mm</p>

	3.18 Adjustable squeegee holder, Holder for adjustment of the squeegee attack angle in a range of +/- 30 3.19 Rack for Cleaning Rolls
	<ul style="list-style-type: none"> Vacuum pump for vacuum print nest, capacity 100 l/min, max. vacuum -0,85 bar 16 cm flange for optional VOC exhaust
Power requirements	<ul style="list-style-type: none"> 230 V AC maximum power consumption 2 kW

Other requirements:

- 1) The Equipment shall be supplied brand new, complete and fully functional.
- 2) The Equipment shall be supplied complete with the associated fully functional software including licence to facilitate the Equipment's full utilisation. The quoted tender price shall include the costs of software upgrade for bug fixing during the first year after the Equipment delivery. The hardware and software of the Equipment component parts shall be fully compatible.
- 3) With the Equipment, the applicant shall supply its technical documentation and user manuals in Czech and/or English both in the electronic or printed form.
- 4) The applicant shall provide on-site Equipment operation training for the Sponsor's staff (2 to 6 RICE employees) in the form of personal instruction of at least 8 hours. The training programme shall include the Equipment operation instructions, information on the Equipment functions and basic information on the Equipment software.
- 5) The applicant shall provide for the Equipment supplied a warranty period of the minimum length of 12 months. The length of the warranty period shall be specified in Section 6.1. of the binding draft Contract enclosed hereto as Annex 5.

The equipment offered by the applicant as the subject of the public contract must unconditionally meet the above minimum technical parameters required by the Sponsor. In case the Equipment and its detailed technical specifications will not match minimum technical characteristics, the offer of this applicant will be excluded from further consideration and evaluation for non-compliance of the subject of the public contract and the applicant will be excluded from participation in this tender.

Description	CPV class
Printing and graphics equipment	42962000-7

4) Tender execution term and place:

Expected tender execution start:	Immediately following the contract signing
Expected work completion term:	10 weeks following the contract signing
Tender delivery place:	Regional Innovation Centre for Electrical Engineering University of West Bohemia in Pilsen Univerzitní 8, Plzeň, Czech Republic

5) Tender documentation:

The Tender documentation is included in this Invitation to Tenders (hereinafter referred to as "Invitation"). The Tender Documentation has been worked out in the Czech and English language. The Tender Documentation in Czech language has a priority in the case of conflict between the language versions. In cases where this Tender Documentation uses the term of "applicant" or "contractor", this term shall also apply in situations where the Act uses the term "supplier".

6) Type of public procurement:

The subject of this Invitation is a public order for supplies.

7) Term and place of tender submission and demonstration of the applicant's qualifications:

a) Tender submission term

All tenders shall be submitted by **3. 7. 2015, 2:00 p.m.** Tenders received later will be disregarded. In cases of late tender delivery, the ordering party will inform the applicant accordingly and immediately.

b) Place of tender submission

Tenders shall either be delivered by post or in person to the registered address of the ordering party, i.e. University of West Bohemia in Plzeň, RICE, Univerzitní 8, 306 14 Plzeň, Czech Republic. The office hours of the filing room for personal deliveries is 8:00 to 14:00 hours. Tenders delivered in any other way will not be considered as submitted correctly.

c) The envelopes will be opened immediately after the tender submission term at the room EU 206 at the registered address of the Sponsor, Plzeň, Univerzitní 8. All applicants who submitted their tenders can participate in the opening envelopes procedure. For organizational and capacity reasons, only one person can represent each applicant. The applicants representative must be authorized to act on behalf of or for the Applicant.

8) Contact person of the Sponsor:

doc. Ing. Aleš Hamáček, Ph.D.

hamacek@ket.zcu.cz

+ 420 377 634 533

9) Tender conditions and requirements:

- 9.1 The tenders shall be executed in writing in a documentary form and delivered in a properly sealed envelope provided at the sealing edges with identification marks of the business company concerned / name and stamp or signature of the applicant's statutory body or of the person duly authorised to represent the applicant. The envelope shall further be provided with the following text: **"Do not open – Public Tender: Semi-automatic screen printing and stencil printing machine"** The envelope must be provided by address of applicant.
- 9.2 The tender documentation shall include the applicant's identification information and data such as: business company name, registered address, company identification number, name of the person authorised to act on behalf of or represent the applicant and contact address for written communication between the applicant and the Sponsor.
- 9.3 The tender documentation shall be worked out in the Czech and/or English languages and it shall include a draft contract signed by the person duly authorised to act in the name or on behalf of the applicant.
- 9.4 The applicant shall submit their tender in a single counterpart. All sheets of the tender documentation shall be bound or stitched together to prevent removal of any sheet from the tender file, and the text shall be well legible and free of any stroked or re-written words. The tender sheets shall be marked by a continually ascending number series.
- 9.5 Should a tender be submitted by two or more applicants acting jointly (a joint tender), it shall specify a person authorised to represent such applicants in dealing with the ordering party during the tender proceedings.
- 9.6 The applicant shall further submit their tender in electronic form on a CD in the *.pdf format (scanned), and the draft contract in the *.doc or *.doc-compatible form. In case of divergence between the written (paper) and electronic form, the values in writing (paper) form are valid.
- 9.7 The tender text shall be structured as follows:
 - a) Title page
Name of the public order, place of delivery and the applicant's identification information and data

- b) Table of contents
The tender shall include all chapters listed herein and meeting the tender structure requirements, with the respective sheet/page numbers.
- c) General applicant information and data
Applicant's name, legal form, registered address, identification number, tax-payer identification number, bank contact information, names of the members of the statutory body of the applicant's company including contact information (telephone and fax numbers, E-mail and postal address), name of the person authorised to act on behalf of the applicant, written power of attorney for such person and the company profile.
- d) Tender cover note
The cover note shall include the following information and data: name of the public tender, basic identification data on the ordering party and the applicant (including the names of the people authorised to act on behalf of the same), the maximum permissible tender price in EUR split as required by this Invitation, date and name of the person authorised to act on behalf of the applicant. In writing the Tender Cover Note, the applicant shall refer to Annex 1 hereto.
- e) Documents proving the meeting of the applicant's qualification requirements, structured as required by the provisions of Item 11) hereof
- f) Statutory declaration in terms of Section 9.8.
- g) Detailed description and specification of the offered supplies
- h) Signed Draft of contract, which binding template is in Annex 5 of this Invitation.

9.8 An integral part of the offer the applicant will be an affirmation of the fact that (i) the applicant, a person close to him, nor any employee thereof, or (ii) a subcontractor, a person close to him or any of his employees were not involved in the processing of tender documents (Invitations to tender). As part of this affidavit is a declaration that the applicant has not processed the offer in conjunction with another supplier, who filed an offer (binding pattern Statutory Declaration - see Annex 4 of this Invitation).

10) Tender award term:

The applicant shall be bound by their tender conditions for 3 months counted from the day of the tender submission. The order award term shall start to run upon expiry of the tender submission term and end on the day when the ordering party announce their choice of the best offer.

11) Qualification criteria and ways how to prove meeting them:

11.1 The applicant shall qualify for the order execution if they can prove/demonstrate the meeting of:

- The basic qualification conditions;
- The professional qualification conditions;
- The economic and financial qualification;
- The technical qualification conditions.

11.2 The term for proving the meeting of the qualification criteria

The applicant shall demonstrate their meeting of the qualification criteria within the term specified for the tender submission (see Section 7), paragraph a) hereof).

11.3 Basic qualification conditions

11.3.1 The basic qualification conditions/requirements shall be considered met by the applicant who/whose:

- a) has not been legitimately sentenced for a criminal act committed for the benefit of an organised criminal group, a criminal act consisting of participation in a criminal group, laundering of revenues from criminal activities, participation, accepting bribe, bribery, indirect bribery, fraud or credit fraud including cases of preparation, attempt at or participation in any such criminal act or the sentence for any such criminal act has been extinguished where, in cases where the applicant is a legal entity, such requirement shall be met by such entity, its statutory body and any member of the statutory body, and in cases where said statutory body or any member of the statutory body is a legal entity, such requirement shall apply to such legal entity, its statutory body and all members of such statutory body, and in cases where the tender or tender application is submitted by a foreign legal entity acting through any of its organisation units, the requirements of this Section a) shall be met, apart from the persons and entities mentioned above, by the head of such organisation unit, and the applicant shall meet the qualification conditions listed in this Section a) both in the territory of Czech Republic and in the country of their registered office, place of business or residence;
- b) has not been legitimately sentenced for a criminal act where the facts of the case were, in reference to special legal regulations, related to the applicant's business or the sentence for any such criminal act has been extinguished where, in cases where the applicant is a legal entity, such requirement shall be met by such entity, its statutory body and any member of the statutory body, and in cases where said statutory body or any member of the statutory body is a legal entity, such requirement shall apply to such legal entity, its statutory body and all members of such statutory body and in cases where the tender or tender application is submitted by a foreign legal entity acting through any of its

organisation units, the requirements of this Section b) shall be met, apart from the persons and entities mentioned above, by the head of such organisation unit, and the applicant shall meet the qualification conditions listed in this Section b) both in the territory of Czech Republic and in the country of their registered office, place of business or residence;

- c) during the recent 3 years, has not brought in effect, in reference to special legal regulation, the act of unfair competition through bribery;
- d) has not been, during the recent 3 years, subject to insolvency proceedings with respect to their property, where the court passed a resolution on bankruptcy or the insolvency petition has been rejected due to the fact that the existing property would not be sufficient to cover the insolvency proceedings costs or the bankruptcy proceedings have been discontinued due to insufficient property or receivership has been adopted in reference to special legal regulations;
- e) company is not in liquidation;
- f) has no outstanding tax payments registered by the revenue authorities both in Czech Republic or in the country of the applicant's registered seat, place of business or residence;
- g) has no outstanding payments of insurance fees or penalties imposed on public health insurance fees, and that both in Czech Republic or in the country of the applicant's registered seat, place of business or residence;
- h) has no outstanding payments of insurance fees or penalties imposed on social security fees or contributions to the national employment policy, and that both in Czech Republic or in the country of the applicant's registered seat, place of business or residence;
- i) has not been, during the recent 3 years, legitimately punished for breach of discipline or subject to disciplinary measures according to special legal regulations in cases where, if the applicant shall demonstrate their professional capabilities according to special legal regulations; in cases where the applicant intends to carry out the subject activities through their duly authorised representative(s) or other persons responsible for the applicant's activities, these requirements shall also apply to such persons;
- j) is not included in the register of persons banned from public order execution;
- k) who was not in the last 3 years lawfully fined for illegal work permit under a special legal regulation.

11.3.2 The applicant shall demonstrate meeting the basic qualification conditions/requirements referred to in Section 11.3.1 hereof by submitting **the statutory declaration** concerning Section 11.3.1, paragraphs a) through to k) hereof (for specimen statutory representation see Annex 2 hereto);

11.4 Professional qualification conditions

The professional qualification conditions/requirements shall be considered met by the applicant who submits:

- a) **excerpt from the Companies Register** if the Companies Register is where the applicant is registered, or excerpt from a similar registration base if the applicant is registered there;
- b) **business licence(s)** issued in observance of special legal regulations and covering the scope of activities associated with the subject of the public order concerned, in particular the **necessary trade licence(s)**. The business and trade licences shall demonstrably cover all activities necessary for execution of the public order as they follow from the public order subject specifications given in Section 3 hereof.

11.5 The Economic and financial qualification

The economic and financial qualification conditions shall be considered met by the applicant who submits the **statutory declaration** of their economic and financial capacity to fulfil this contract. The binding pattern of this declaration is Annex 3 of this Invitation.

11.6 Technical qualification conditions

The technical qualification conditions shall be considered met by the applicant who submits **Description of the Equipment to be supplied** where the applicant shall submit **colour photographs** (or catalogues or product sheets) of the Equipment concerned accompanied by a detailed description from which it must be positively obvious that the technical requirements specified in Section 3 hereof have been met.

- 11.7 The documents proving the meeting of the qualification conditions shall be submitted in the form of simple copies of the original documents. **On the last day of the term by which the applicant is to demonstrate the meeting of their qualification requirements, the documents proving the basic qualification conditions and excerpt from the Companies Register shall not be older than 90 calendar days.**

- 11.8 In cases where the applicant's qualifications are demonstrated through a subcontractor¹, the applicant shall submit to the Sponsor the following documents:

- a) documents proving the meeting of the basic qualification condition as of Section 11.3.1, paragraph j) hereof and of the professional qualification condition as of Section 11.4, paragraph a) hereof by the subcontractor; and

¹ The applicant shall not play the role of a subcontractor to another applicant. On the other hand, any subcontractor may be a subcontractor to another applicant. A breach of this condition will result in exclusion of the erring applicant.

- b) a contract executed with the subcontractor from which it follows that the subcontractor shall be obliged to perform specific tasks and so contribute to execution of the public procurement concerned by the applicant, or deliver specific things or grant specific rights to be used by the applicant within their execution of the public procurement, and all that at least within the scope of activities for which the subcontractor proved the meeting of their qualifications hereof.
However, the applicant shall not be permitted to demonstrate through any of their subcontractors the meeting of the qualification requirements as of Section 11.4, paragraph a) hereof.
- 11.9 Should the public procurement subject be delivered by several applicants who have for this purpose submitted a joint tender, each such applicant shall demonstrate the meeting of the basic qualification conditions as of Section 11.3 hereof and of the professional qualification conditions as of Section 11.4, paragraph a) hereof in full. Furthermore, such joint applicants shall submit an agreement including the obligation that all the applicants shall act towards the public Sponsor and the third parties bound by any legal relationships originating from this public procurement jointly and severally throughout the public procurement execution term.
- 11.10 Consequence of failure to meet the qualification requirements. Any applicant failing to meet the qualification conditions within the required scope shall be excluded from participation in the tender proceedings.
- 12) Expected value of the public order in EUR (excluding VAT): 52 000,--.**
The estimated price of a public contract is the maximum and cannot be exceeded. The Sponsor does not have the increased financial sources. In the event that the bidder offers a higher bid price than is the estimated value of public contracts, he will be excluded from the tender procedure for failure to meet specifications.
- 13) Procedure for determination of the tender price:**
13.1 The applicant is invited to use the "Tender Cover Note" constituting Annex 1 hereto to determine the tender price.
13.2 The tender price shall include all costs associated with the public procurement execution and it shall be determined as the maximum permitted price including any and all fees and auxiliary costs associated with meeting the targets of the public procurement concerned. Price must include transport costs, incl. any transport insurance.
- 14) Optional solutions:**
The Sponsor does not permit submission of optional tenders.

15) Tender evaluation criteria:

Upon completion of the tender review and assessment, each tender shall be subject to evaluation by the evaluation commission using the evaluation criteria and procedures described below.

The main evaluation criterion for any public procurement award shall be the lowest quoted price. The tender with the lowest quoted price of all tenders subject shall be evaluated as the best tender. The remaining tenders with a higher quoted price shall be ranged second, third etc. with respect to the tender price attained.

The applicant shall fill in the required parameters and data subject to evaluation into the "Tender Cover Note" (see Annex 1 hereto). The quoted price and associated financial data given on the tender cover note and in the Contract shall be identical. Should this not be the case, the applicant shall be deemed to have failed to meet the conditions of this Tender Documentation Section and their tender will be excluded from the tender award proceedings.

16) In reference to §18, Section 3 of the Act, this order is not being placed in accordance with Act 137/2006 Coll., as amended.

17) Tender language:

The tender shall be worked out in the Czech and/or English languages. All communication with the Sponsor shall be in Czech and/or English too. The Sponsor will accept the document referred to in Section 11.6 hereof in the English language even if the rest of the tender is written in Czech.

18) Draft contract (commercial conditions):

18.1 The draft contract shall be signed by the applicant's representative, attorney or a person duly authorised to do so by the applicant. In the latter cases, a copy of the respective power of attorney or authorisation letter shall be enclosed to the draft contract submitted by the applicant. Otherwise the offer is not complete.

18.2 Business conditions are specified in the binding draft Contract enclosed hereto as Annex 5. The commercial conditions, unless stated explicitly herein, are included in the binding specimen/draft Contract attached to this Order Documentation as Annex 5. Within the Contract drafting, the applicant shall not be permitted to make any modifications or changes to the specimen Contract wording with the exception of filling in the parameter values or other information in places marked blue. No other changes are acceptable.

19) Other requirements and conditions on the side of the ordering party:

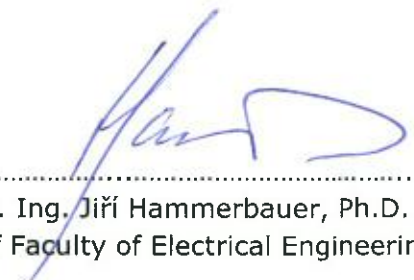
- 19.1 Every applicant may submit only one tender. Every applicant may also appear only once in the tender proceedings, e.g. as one of several applicants submitting a joint tender or as a subcontractor to another applicant. As a subcontractor, though, any entity may appear as a subcontractor to several applicants.
- 19.2 In their tender, the applicant shall specify parts of the public procurement the execution of which they intend to pass on to one or more subcontractors, and include the identification data on all such subcontractors.
- 19.3 The Sponsor may verify the information received from the applicant with third parties whereat the applicant shall be obliged to provide the necessary assistance.
- 19.4 The Sponsor may choose not to execute the contract with any applicant.
- 19.5 The applicant shall not be entitled to compensation of the costs associated with participation in the tender proceedings concerning this public procurement. The submitted tender documentation or any parts thereof will not be returned to the applicant.
- 19.6 Sponsor reserves the right to modify or supplement subject-matter, or conditions of this Invitation. The Sponsor shall notify in writing to all applicants who have been Invitation to tender sent, or requested it. The Sponsor sends additional information to applicants no later than four (4) working days before the deadline for submission of tenders. At the same time the deadline for submission will be extended of tenders reasonably.
- 19.7 Sponsor reserves the right to reject all tenders submitted, all without giving any reasons.
- 19.8 Sponsor reserves to itself the right to cancel the public procurement before the conclusion of the tender procedure, in particular, provided that:
 - a) during the selection process occurred due to special arise fact, for which cannot be required the contracting authority to continue the proceedings (for example, the contracting authority will not be granted funding from the OP for expenses related to the contract), or
 - b) the selected applicant, or the second best applicant, have refused to execute the contract or have denied the contracting authority the required co-operation to this effect.

19.9 The Sponsor is entitled to publish decision of exclusion as well as decision on the best tender within five days after the decision was made on the Contracting authority profile at the following link: <https://profilzadavatelezapadoceskauniverzityavplzni49777513.allycon.eu>
Such published decision is considered as delivered to the applicant on the publish day.

20) List of Annexes:

1. Tender Cover Note
2. Statutory declaration concerning meeting the basic qualification requirements
3. Statutory declaration concerning the economic and financial qualification
4. Statutory declaration in terms of Section 9.8.
5. Draft purchase contract

In Plzeň, dated: 15. 6. 2015



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doc. Ing. Jiří Hammerbauer, Ph.D.
Dean of Faculty of Electrical Engineering

Annex 1 to the Tender Documentation

Public procurement name: **Semi-automatic screen printing and stencil printing machine**

Tender Cover Note

BASIC INFORMATION:

The Sponsor: Západočeská univerzita v Plzni
Represented by: doc. Dr. RNDr. Miroslav Holeček, rector
Identification number: 49777513
Registered address: Univerzitní 8, 306 14 Plzeň, Czech Republic
A person authorized to act for authority: doc. Ing. Jiří Hammerbauer, Ph.D.
Dean of Faculty of Electrical Engineering

Contact person:

Name: doc. Ing. Aleš Hamáček, Ph.D.
E-mail: hamacek@ket.zcu.cz
Tel.: + 420 377 634 533

Applicant:	TO BE FILLED IN BY THE APPLICANT
Official address:	TO BE FILLED IN BY THE APPLICANT
Identification number:	TO BE FILLED IN BY THE APPLICANT
Tax-payer identification No:	TO BE FILLED IN BY THE APPLICANT
Represented by:	TO BE FILLED IN BY THE APPLICANT
Bank contact information:	TO BE FILLED IN BY THE APPLICANT
Telephone and fax:	TO BE FILLED IN BY THE APPLICANT
E-mail:	TO BE FILLED IN BY THE APPLICANT

TENDER PRICE

	Price in EUR excluding VAT
Tender price of the Equipment delivery	TO BE FILLED IN BY THE APPLICANT

Dated TO BE FILLED IN BY THE APPLICANT

TO BE FILLED IN BY THE APPLICANT – Business
company + the applicant's representative

Annex 2 to the Tender Documentation

Public procurement name: **Semi-automatic screen printing and stencil printing machine**

The Sponsor: Západočeská univerzita v Plzni
Registered address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Identification number: 49777513

Applicant:

[TO BE FILLED IN BY THE APPLICANT]

Statutory Declaration

made to prove the meeting of the basic qualification conditions

I the undersigned hereby represent on my word of honour that:

- a) the members of the applicant's statutory body have not been legitimately sentenced for a criminal act committed for the benefit of an organised criminal group, a criminal act consisting of participation in a criminal group, laundering of revenues from criminal activities, participation, accepting bribe, bribery, indirect bribery, fraud or credit fraud including cases of preparation, attempt at or participation in any such criminal act, or the sentence for any such criminal act has been extinguished;
- b) the members of the applicant's statutory body have not been legitimately sentenced for a criminal act where the facts of the case were, in reference to special legal regulations, related to the applicant's business, or the sentence for any such criminal act has been extinguished;
- c) during the recent 3 years, the applicant has not brought in effect, in reference to special legal regulation, the act of unfair competition through bribery;
- d) the applicant's property has not been, during the recent 3 years, subject to insolvency proceedings where the court passed a resolution on bankruptcy or the insolvency petition has been rejected due to the fact that the existing property would not be sufficient to cover the insolvency proceedings costs or the bankruptcy

proceedings have been discontinued due to insufficient property or receivership on the applicant's property has been adopted in reference to special legal regulations;

- e) the applicant is not in liquidation;
- f) the applicant has no outstanding tax payments registered by the revenue authorities both in Czech Republic and/or in the country of the applicant's registered seat, place of business or residence;
- g) the applicant has no outstanding payments of insurance fees or penalties imposed on public health insurance fees, and that both in Czech Republic and/or in the country of the applicant's registered seat, place of business or residence;
- h) the applicant has no outstanding payments of insurance fees or penalties imposed on social security fees or contributions to the national employment policy, and that both in Czech Republic and/or in the country of the applicant's registered seat, place of business or residence;
- i) the applicant has not been, during the recent 3 years, legitimately punished for breach of discipline or subject to disciplinary measures according to special legal regulations in cases where the applicant shall demonstrate their professional capabilities according to special legal regulations; in cases where the applicant intends to carry out the subject activities through their duly authorised representative(s) or other persons responsible for the applicant's activities, these requirements shall apply to such persons;
- j) the applicant is not included in the register of persons banned from public order execution and
- k) during the recent three years, none of the statutory bodies or members of statutory bodies of the applicant have worked for the Sponsor.

Dated **[TO BE FILLED IN BY THE APPLICANT]**

.....
**[TO BE FILLED IN BY THE APPLICANT –
Business company + the applicant's
representative]**

Annex 3 to the Tender Documentation

Public procurement name: **Semi-automatic screen printing and stencil printing machine**

The Sponsor: Západočeská univerzita v Plzni
Registered address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Identification number: 49777513

Applicant:

[TO BE FILLED IN BY THE APPLICANT]

Statutory declaration on economic and financial capabilities

I the undersigned hereby declare that applicant
address:.....
is economically and financially capable of executing the above public procurement.

Dated [TO BE FILLED IN BY THE APPLICANT]

.....
[TO BE FILLED IN BY THE APPLICANT – Business
company ++ the applicant's representative]

Annex 4 to the Tender Documentation

Public procurement name: **Semi-automatic screen printing and stencil printing machine**

The Sponsor: Západočeská univerzita v Plzni
Registered address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Identification number: 49777513

Applicant: **[TO BE FILLED IN BY THE APPLICANT]**

Statutory declaration

The undersigned applicant, the company **[TO BE FILLED IN BY THE APPLICANT]** acting through their statutory representative, makes the following statutory declaration:

- a) Neither we ourselves or any person closely related to us or any of our employees or
- b) any subcontractor of ours or any person closely related to such subcontractor or any employee thereof

have participated in the writing of the Tender Documentation.

The undersigned applicant further represent that they have not worked out their tender in conjunction with another supplier who also submitted their own tender.

Dated **[TO BE FILLED IN BY THE APPLICANT]**

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[TO BE FILLED IN BY THE APPLICANT – Business company + the applicant's representative]

Annex 5 to the Tender Documentation

PURCHASE CONTRACT No 2121/...../15
(hereinafter referred to as "Contract")

executed in observance of § 2079 and following Act 89/2012 Coll. (the Civil Code)

I.
The Parties

1.1. Buyer: Západočeská univerzita v Plzni

Registered address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Represented by: Ing. Petr Beneš, based on authorization
Bank contact: Komerční banka a.s., Plzeň
Account number: 4811530257/0100
Identification No: 49777513
Tax-payer ident. No: CZ49777513
(hereinafter referred to as "the Buyer")

and

1.2. Seller:

[TO BE FILLED IN BY THE APPLICANT]

Registered address: **[TO BE FILLED IN BY THE APPLICANT]**
Represented by: **[TO BE FILLED IN BY THE APPLICANT]**
Bank contact: **[TO BE FILLED IN BY THE APPLICANT]**
Account No: **[TO BE FILLED IN BY THE APPLICANT]**
Identification No: **[TO BE FILLED IN BY THE APPLICANT]**
Tax-payer ident. No: **[TO BE FILLED IN BY THE APPLICANT]**
Registration with the Companies Register maintained by, Section
Insert **[TO BE FILLED IN BY THE APPLICANT]**
(hereinafter referred to "the Seller")

(jointly also referred to as "the Parties", or singly as "the Party")

have concluded, based on the results of the tender proceedings concerning a small-scale public procurement entitled **"Semi-automatic screen printing and stencil printing machine"**, the following contract:

II.

Subject of Contract

- 2.1.** The Seller undertake to supply to the Buyer new, fully functional and complete equipment including control software and accessories (instruction manuals, cables, etc.) for selective layer deposition of functional materials using screen printing and stencil printing (hereinafter referred to as "Equipment") and thereto related services under the conditions specified by this contract, and transfer to the Buyer the ownership rights to these Equipment. The detailed technical specification of the Equipment is given in Annex 1 hereto forming inseparable part of the Contract.
- 2.2.** The Seller undertake to deliver Equipment to the Buyers place of performance in accordance with Article III. of this Agreement (including any insurance transport equipment), Equipment installation and its entry into service, as well as the obligation to show the Buyer all the required functions and parameters of the Equipment specified in Appendix no. 1 hereto.
- 2.3.** The Seller shall provide on-site Equipment operation training for the Sponsor's staff (2 to 6 employees) in the form of personal instruction of at least 8 hours. The training programme shall include the Equipment operation instructions, information on the Equipment functions and basic information on the Equipment software.
- 2.4.** The Equipment shall be supplied complete with the associated fully functional software including licence to facilitate the Equipment's full utilisation by Buyer. The hardware and software of the Equipment component parts shall be fully compatible.
- 2.5.** The Buyer undertake to accept the Equipment supplied by the Seller and pay the agreed purchase price in the manner and within the term specified by this Contract.

III.

Equipment delivery term and place

- 3.1.** The Seller undertakes to deliver the subject of this Contract to the Buyer no later than ten (10) weeks counted from the day when the Parties sign the Contract. In case of delay the Seller shall pay to the Buyer a penalty interest of 0.1% of the amount due for each if incomplete day of delay. The total amount of penalty is limited to 5 % of the amount due.

- 3.2.** The acts of Equipment delivery by the Seller and acceptance by the Buyer shall be documented by a take-over certificate signed by the Parties.
- 3.3.** The Equipment shall be delivered to Faculty of Electrical Engineering – RICE, University of West Bohemia in Plzeň, Univerzitní 8, 306 14 Plzeň, Czech Republic.

IV.

Contract price and payment conditions

- 4.1.** The price payable for the Equipment specified in this Contract and delivered under conditions specified herein has been determined on agreement by the Parties taking into account the price quoted by the Seller and calculated in their tender for this Contract.
- 4.2.** The Buyer undertakes to pay to the Seller for the Equipment specified in clause II above the following agreed purchase price:
- For delivery of Semi-automatic screen printing and stencil printing machine ,
the purchase price of EUR net of VAT.
(The applicant shall fill in their quoted prices determined in reference to Section 13 of the Invitation to Tenders document.)
- 4.3.** The purchase price has been mutually agreed to be the maximum price including any and all fees and other costs associated with execution of the subject of the Contract..
- 4.4.** The purchase price also includes the costs of software upgrade for bug fixing during the first year after the Equipment delivery.
- 4.5.** The purchase price will be paid by the buyer in EUR based on a tax document (invoice). The purchase price for the supply of Equipment under this contract will be invoiced by the seller in two parts: (i) 90% of the total purchase price within 15 days from the date of delivery of the Equipment to the buyer, ie. from the date of signing of the Equipment take-over certificate by both parties, (ii) 10% of the total purchase price after Equipment putting into operation by the buyer and completing the basic introduction with the functionality of the Equipment, but no later than 30 days after delivery Equipment.
- 4.6.** Attached to the invoice shall be a copy of the Equipment take-over certificate signed by the Parties.
- 4.7.** The invoice shall meet the formal requirements on accounting and tax documents including the provisions of Act 235/2004 Coll. (Value-Added Tax), as amended. Should the invoice fail to meet such requirements, the Buyer may return it to the Seller prior to expiry of the invoice-payment term and require that the latter fill in




the missing information. Upon delivery to the Buyer of a new or duly completed invoice, a new payment term will start to run.

- 4.8.** The invoice payment term shall be 30 days counted from the day of demonstrable delivery of the invoice to the Buyer.
- 4.9.** The Buyer need not pay any advances on the purchase price.
- 4.10.** Should the Buyer be in delay with payment of the invoiced sum, the Seller may claim payment of a penalty interest of 0.1% of the amount due for each if incomplete day of delay. This penalty shall not be applicable in cases where the delay in payment is due to delayed release of the state budget or funds.

V.

Parties' rights and obligations

- 5.1.** The Seller shall deliver the contracted Equipment in the agreed quantity, quality and execution workmanship standards. The Equipment supplied according to this Contract shall meet the quality requirements specified herein.
- 5.2.** The Seller shall deliver the Equipment to the Buyer free of any defects and in observance of the Contract conditions where the Equipment will be considered correctly delivered if accepted by the Buyer who confirm the Equipment delivery by adding their signature to the Equipment take-over certificate. Said certificate may only be signed upon completion of the Equipment delivery including the associated performance and services specified in the Contract.
- 5.3.** The Seller shall supply the Equipment with the complete technical and other documentation needed for the proper Equipment application including equipment operation manuals in the English or Czech languages both in the electronic or printed form.
- 5.4.** Upon the Equipment acceptance and signing the take-over certificate, the Buyer will assume the proprietary rights to the Equipment. At the same moment, the risk of damage to the Equipment will be transferred to the Buyer.
- 5.5.** The Seller shall immediately inform the Buyer about any possible delays in the Contract performance and of any circumstances that might jeopardise the Contract execution.
- 5.6.** Throughout the Contract term, the Seller shall hold and maintain their qualifications the possession of which they proved within the tender proceedings prior to the Contract signing. A failure to meet this requirement may result in the Buyer's withdrawal from the Contract.
- 5.7.** The Seller shall not transfer their rights or obligations from this Contract to any third party unless the Buyer gives their prior approval to such step in writing.

- 5.8.** The Seller agrees that they shall not, acting at their own discretion, assign or settle against other liabilities any of their receivables originating from this Contract.
- 5.9.** The Seller shall be liable to the Buyer for any damage caused by breaching any of their contractual obligations or by failing to observe the generally binding legal regulations.
- 5.10.** The Parties have agreed and the Seller have appointed to the position of their representative responsible for negotiations regarding the Contract and its execution the following person(s):
- Name: 
- E-mail: 
- Tel.: 
- 5.11.** The Parties have agreed and the Buyer have appointed to the position of their representative responsible for negotiations regarding the Contract and its execution the following person:
- Name: doc. Ing. Aleš Hamáček, Ph.D.
- E-mail: hamacek@ket.zcu.cz
- Tel.: + 420 377 634 533
- 5.12.** Any and all correspondence, directions, notices, requests, reports and other documents originating between the Parties in reference to or in connection with this Contract shall be in writing in the Czech or English languages and delivered in person, as registered letters, fax or E-mail messages to the delivery addresses of the persons acting for the Contract purposes as representatives of the Parties.
- 5.13.** The Seller acknowledge the fact that, in reference to §2, letter e) of Act 320/2001 Coll. (Financial Controlling in Public Administration), as amended, they are obliged to actively participate in the financial controlling activities. The management of the VaVpI Operation Programme will, within their controlling activities extended over the period of 3 years after the OP termination, have access to such parts of tender, contract and associated documents that are protected in reference to special legal regulations and concerning, among other things, trade secrets or confidential information provided that the respective legal provisions (such as Act 255/2012 Coll., Control, as amended) are duly observed. The management body of the VaVpI Operation Programme may also apply their controlling activities to the Seller's subcontractors, if any (see Annex 2 of the Applicant Handbook – Rules for selection of suppliers within the Operation Programme "Research and Development for Innovations", <http://www.msmt.cz/file/14585>).
- 5.14.** The Seller shall observe and maintain the VaVpI OP Visual Identity Manual (see Annex 3 to the Manual for the applicants to and receivers of the VaVpI OP funds – Publicity Rules) published on the web site of the Ministry of Schools, Youth and Physical Culture

- 6.5.** Warranty claims can be placed no later than on the last day of the warranty period where a warranty claim dispatched on the last day of the warranty period shall be considered placed in time.
- 6.6.** The Seller's warranty shall not be applicable to defects caused by incompetent handling or by mechanical damage of the equipment by the Buyer.

VII.

Contract validity and effectiveness

- 7.1** This Contract shall be valid and effective from the day of signing by the duly authorised representatives of the Parties.
- 7.2** A Party may withdraw from the Contract only in reference to reasons or circumstances stated in the Contract or the applicable laws.
- 7.3** A Party may withdraw from the Contract in reference to a material breach of the Contract conditions by the other Party where instances of such material breach, among others, are:
- a) On the Buyer's side, failure to pay the purchase price according to the Contract within 60 days following the regular payment term of the invoice concerned;
 - b) On the Seller's side, failure to deliver the Equipment or any part thereof within the agreed terms;
 - c) On the Seller's side, failure to deliver the Equipment with parameters specified by the Seller in this Contract;
 - d) On the Seller's side, late arrival at the Buyer's premises for the purposes of defect removal in reference to the provisions of section 6.3 hereof.
- 7.4** Upon termination of the Contract effectiveness, the contractual liabilities of the Parties will cease to exist. However, effective termination of the Contract shall not affect any existing claims for damages, Parties' liabilities to pay penalties imposed for breaching the Contract conditions prior to termination of the Contract effectiveness, any liabilities that according to the Contract or in consideration of their nature shall survive the Contract termination or liabilities that shall remain effective according to the applicable legal regulations.

VIII.

Final provisions

- 8.1** Relationships between the Parties shall be governed by the Czech law. The Parties agree the location and matter jurisdiction of Czech judicial and administrative bodies. In matters about which the Contract is silent, the legal relationships between the Parties related to or originating from the Contract shall be governed by the applicable provisions of Act 89/2012 Coll. (the Civil Code), as amended, and other generally binding legal regulations.
- 8.2** Any changes in or supplements to the Contract shall be based upon the Parties' agreement in writing. Any such agreement shall have the form of a dated and numbered amendment to the Contract signed by both Parties.
- 8.3** Should any Party establish that there are circumstances preventing such Party from a correct and proper Contract execution, they shall immediately inform the other Party accordingly and initiate negotiations between the Seller's and Buyer's representatives.
- 8.4** Should any Contract provision be found invalid, it shall be deemed to be such, unless from its nature, content or circumstances under which it had been agreed to follows that such provision cannot be separated from the balance of the Contract.
- 8.5** The parties undertake to resolve amicably any mutual disputes regarding the Contract. Should a conciliatory dispute resolution be not attained within 30 workdays following the first dispute notification between the Parties, each Party may submit their claim to the appurtenant court. Arbitration is excluded.
- 8.6** This Contract has been executed in 4 (four) counterparts, of which each counterpart is considered an original document. Each Party shall receive 2 (two) Contract counterparts. The Contract with supplier which has registered office outside the Czech Republic is executed in the English language.
- 8.7** Inseparable part of the Contract is:

Annex 1 – Detailed technical specification of the Equipment

- 8.8** The Parties represent that, prior to signing the Contract, they had read the Contract text, that they agreed to it without any reservation and that the Contract wording expresses their true, real, free and serious will. To prove the correctness and truth of their above representations, the Parties had instructed their duly authorised representatives to add their signatures below.

In Plzeň, dated

In dated

For the Buyer:

University of West Bohemia

For the Seller:

.....

.....
Ing. Petr Beneš
based on authorization

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Annex 1 to the Contract – Detailed technical specification of the Equipment

Applicants shall add here the technical specifications of the Equipment that is the subject of purchase, including the technical specifications referred to in section 3 of the Tender Documentation and its annex, possibly extended by the specification of the supplied equipment that shall be in compliance with the tender conditions specified in the Tender Documentation.