

Vysvětlení zadávací dokumentace / Explanation of procurement documents

Zadavatel / Contracting Authority:

Název / Name:	Západočeská univerzita v Plzni / University of West Bohemia		
IČO / ID number:	49777513		
Sídlo / Regist. office:	Univerzitní 8, 301 00 Plzeň		
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Veřejná zakázka / Public Contract:

Pressure sintering machine for assembly and contacting of semiconductor components for UWB (2025)

Předpokládaná hodnota VZ / The estimated value:	116 000,00 €		
Zadávací řízení / PP:	zjednodušené podlimitní řízení /simplified below-threshold procedure		
Předmět VZ /Subject PC:	one piece of Pressure Ag and Cu sintering machine for R&D		
ev. č. ve Věstníku VZ / No. in the JOURNAL OF PUBLIC PROCUREMENT:	not yet		
sys. č. VZ na profilu zadavatele (E-ZAK) / System number from the CA's profile (E-ZAK):	P25V00000166		

Explanation of procurement documents - n. 1 - answers to questions

The Contracting Authority received some questions on 9 May 2025. The content of the questions is attached in the Annex.

The contracting authority provides the following explanation for the above questions:

Although the request is late and in violation of Article 22.1 of the tender documentation, the contracting authority has decided to grant the request or to modify the contract in accordance with most of the applicant's requirements. The contracting authority is publishing a new version of the binding draft contract, which replaces the previous version (the new version of the contract is published in the form of a track of changes for readability of the changes).

Regarding point 3 of the request - was settled by another modification of the contract.

Regarding point 4 of the request - see Article 15.2 (financial offer) and Article 16.4.1 (indicating the type of equipment you are proposing) of the tender documentation.

At the same time, the contracting authority extends the deadline for submission of tenders until 10:00 on 4 June 2025.

Annexes:

Annex 1 - questions from 9.5.2025 (PDF - anonymized)

Annex 2 - new version of the Binding Draft Contract

University of West Bohemia

Mgr. Štěpán Mátl

by mandate

To: University of West Bohemia, Plzeň, Czech Rep

Ref.: Clarifications for the Public Procurement "Pressure sintering machine for assembly and contacting of semiconductor components for UWB (2025)"

Project registration number CZ.02.01.01/00/23_021/0008999

Dear xxxx,

Thank you for your invitation to attend the Tender procedure for the Public Procurement "Pressure sintering machine for assembly and contacting of semiconductor components for UWB (2025)" organized by University of West Bohemia, Plzeň, Czech Rep.

After a careful analysis of the documentation, we would kindly advise on the following points, as follows:

1.

Regarding the Article IV - Transfer of Ownership Right in the Contract, which states "The Seller shall transfer the ownership right to the Subject of Purchase to the Purchaser on the date of the proper handover and acceptance of the Subject of Purchase, based on the signing of the handover protocol by authorized representatives of both Contracting Parties in accordance with Article II paragraph 2) of this Contract. At the same moment, danger of damages to the goods also passes to the Purchaser."

According to the payment terms in Art.III 2), the last payment of 30% will be due in 30 days after handover/acceptance of the equipment, further after delivery. This means that if the ownership passes to WestBohemia University at the delivery/acceptance protocol, this will be done before the Seller has received the full payment, which is not acceptable. We propose to modify this paragraph as follows:

Article IV

Transfer of Ownership Right

The Seller shall transfer the ownership right to the Subject of Purchase to the Purchaser on the date when the full payment for the Subject of Purchase was received by the Seller.

Is this acceptable for you?

2.

In the same spirit, we propose the modification of the paragraph 3) from Art.I, as follows:

1) The Subject of Purchase must be delivered in the agreed quantity, quality, features, time and place. The Seller undertakes to fulfil other related responsibilities under this Contract and to transfer the ownership right to the Subject of Purchase to the Purchaser on the date when the full payment for the Subject of Purchase was received by the Seller.

3.

Regarding the Article III, Price and Payment terms 2) - the payment term for the prepayment (70%) should be within max. 3 days from the Proforma date.

For the rest of payment (last 30%) we accept 30 days (but, as mentioned, only then the Ownership will pass to WB University).

4.

Last question – on the procedure – if our understanding is correct, the content of the bid should include, as indicated in the Annex 01, Sample Documents – Cover Sheet, the following items:

1. Bid cover sheet
2. completed Binding Draft Contract in an MS-Word-compatible format, incl. Annex 1
3. affidavit of qualification (the model in Annex 1 to the Tender Documentation)
4. documents proving technical qualification of the Supplier
5. declaration on word of honour re international sanctions and conflicts of interest

We do not see in this list the financial quotation indicating the type of equipment we are proposing and how this equipment is compliant with the technical requirements? Shouldn't we provide with the bid also a financial offer?

Looking forward for your soonest reply on the above points,