

TENDER DOCUMENTATION

issued pursuant to Sec 44 of Act No. 137/2006 Coll., on Public Contracts,
as amended (the "Act"),

for preparation of bids for above-the-threshold public contract for supplies
tendered in *open proceedings* pursuant to § 27 of the Act, published in the Public
Procurement Bulletin under No. 525935

NAME OF THE PUBLIC CONTRACT:

UNIVERSAL CRYOGENIC APPARATUS FOR MEASURING OF PHYSICAL PROPERTIES IN THE MAGNETIC FIELDS

Contracting Authority:



TENDER DOCUMENTATION

This tender documentation (TD) forms a basis for preparation of bids in open proceedings seeking public contract for supplies pursuant to Act No. 137/2006 Coll., on Public Procurement, as amended (hereinafter the "Act"). The rights, obligations and terms and conditions stipulated herein are governed by the Act.

Public Contract name: **Universal cryogenic apparatus for measuring of physical properties in the magnetic fields**

Contracting Authority: Fyzikální ústav AV ČR, v.v.i.
Seat: Na Slovance 2, 182 21 Praha 8
Identification No.: 68378271
Tax Identification No.: CZ68378271
Person authorized to represent the Contracting Authority: Prof. Jan Řídký, DrSc., Director

(Hereinafter the "Contracting Authority" for the purposes of this Tender documentation and / or "Buyer" for the purposes of the hereto attached Purchase Contract)

Contact person: Mgr. Václav Kafka
Telephone: +420 266 052 751
E-mail: kafkav@fzu.cz

Substitute of the Contact person: Vladimír Levandovský
Telephone: +420 266 052 591
E-mail: levandovsky@fzu.cz

Provision of additional information to tender documentation:

Bidders (suppliers) are entitled to request additional information to the tender documentation in writing pursuant to Sec 49(1) of the Act; request in writing shall be delivered to the above specified contact person (by post or by email incorporating an electronic signature). Any such written request must be delivered to the Contracting Authority no later than 6 business days prior to the bid submission deadline. Other requests for information (for instance personally, or over the telephone) will not be accepted. The Contracting Authority shall provide responses to all duly submitted requests pursuant to Sec 49(2) and (3) of the Act.

1 DEFINITION OF THE SUBJECT-MATTER OF THE PUBLIC CONTRACT

1.1 Classification of the subject matter of the public contract

Classification of this public contract corresponds to item:

- CPV code: 38000000-5 – Laboratory, optical and high-precision equipment (excl. glass)

Type of public contract: above-the-threshold public contract for supplies

Type of tendering proceedings: open proceedings

1.2 Description of the subject matter of the public contract

The subject matter of this public contract is supply (acquisition) of a modular system for measuring of basic physical properties of solids, in particular fast and accurate characterization of magnetic, thermal and electrical properties over a wide range of conditions, namely temperature and magnetic field. More detailed

specification of the subject matter is provided in Chapter 4 below.

1.3 Term

Anticipated commencement: immediately after contract conclusion
 Anticipated completion: within 8 months of contract conclusion, but no later than 30th November 2016

The term of the public contract is subject to successful completion of the tendering procedure. The Contracting Authority reserves the right to unilaterally adjust the anticipated dates with regard to its actual operational and organizational needs.

1.4 Place of Performance

Place of performance shall be the premises of the Fyzikální ústav AV ČR, v.v.i. ("IoP"), at Cukrovarnická 112/10, Praha 6, building A, room No. A33/1.

1.5 Anticipated value

Anticipated value of the public contract is **19.508.250,- CZK excl. VAT.**

2 CONDITIONS AND REQUIREMENTS REGARDING THE DRAWING UP OF A TENDER

- 2.1 Bids shall be submitted in writing in duly sealed envelopes bearing the name of the bidder's company on the overleaf and secured against tampering with a stamp or signature of the statutory body of bidder or person authorized to represent the bidder. The envelope must be clearly marked "**Do not open**" and with the name of the public contract "**Universal cryogenic apparatus for measuring of physical properties in the magnetic fields**". The envelope must specify the address to which notifications pursuant to Article 71(5) of the Act may be sent to bidders.
- 2.2 Bids shall be submitted no later than on **4th February 2016** by **11:00 am** to the address of the Contracting Authority's seat at Na Slovance 1999/2, 182 21 Praha 8, Czech Republic, to the mail room at the ground floor by the main entrance (please use the entrance from Pod Vodárenskou věží 1 street). Bids may be delivered by any suitable means (mail, courier, personally, etc.) at the above address on business days between 7:30 am and 3:15 p.m. and on the last day of the submission period **only by 11:00 am**. Other methods of delivery shall not be considered to constitute a properly delivered bid.
- 2.3 The bid must include, in line with § 68 of the Act, **identification data of the bidder**, i.e. primarily: business name, registered office, identification number, legal form, persons authorized to act on behalf of / represent the bidder, contact details for correspondence. The bid must also include **signed draft contract**, duly signed by the person authorized to act on behalf of / represent the bidder. The bid shall also include:
- a) the list of statutory bodies or members of such statutory bodies of the bidder who have been in the preceding 3 years (prior to submission date) in an occupational, functional or any other relationship of that kind to the Contracting Authority, or an affidavit confirming that no statutory body or member of such statutory body of the bidder have been in the preceding 3 years (prior to submission date) in an occupational, functional or any other relationship of that kind to the Contracting Authority;
 - b) if the bidder has the legal form of a joint stock company, a list of shareholders, dated as of the submission date for the bid, who hold at least

10% shares of the total nominal value of the registered capital in the bidder's company,

- c) the declaration of the bidder that it has not concluded nor will conclude any contract banned under Act no. 143/2001 Coll., on Protection of Competition (the "CPA"), as amended in the context with the public contract which is being awarded hereunder.

- 2.4 The bid may be prepared in the Czech or English language.
- 2.5 All sheets constituting the bid shall be numbered using a series of continuous ascending numbers and rigidly bound to each other or sewn together, so that they are adequately secured against tempering or removal from the binding. Bids shall be clear and legible, with no deletions or over-writing.
- 2.6 Bidders shall be bound by the entire content of their bid for 120 days from the deadline for the submission of bids.
- 2.7 Bidders shall submit the bid in one hardcopy original; the Contracting Authority recommends that one simple copy of the entire bid is submitted as well. All shall printed matter shall be clear and legible, with no deletions or over-writing.
- 2.8 Bidders shall submit the bid also in electronic form on a suitable data carrier, i.e. CD-ROM or flash disc, in MS Office or PDF compatible format. The filled-in draft contract shall be also saved on the CD-ROM or flash disc in a standard open & modifiable format (such as .DOC or similar) in the form as signed and bound into the hardcopy bid, with the attached signature of the authorized person on the part of the bidder.
- 2.9 If the bid is submitted by more than one Bidder jointly (joint bid), the bid shall also specify the person who is authorized to represent the Bidders in contact with the Contracting Authority during the tendering procedure.
- 2.10 The bid (for each part separately) must be submitted in the following structure:
- a) **Cover sheet** specifying the basic identification information of the bidder, the bid price date and the date and signature of the person authorized to act on behalf of the bidder. Bidder may use the form provided in Annex 1 hereto;
 - b) **Table of Contents** containing all of the chapters in the bid according to the required structure, which assigned sheet / page numbers;
 - c) **General information on the bidder** – name of the bidder, legal form, seat, corporate ID, tax ID, banking details, names of the statutory representatives, contact details (telephone, fax, e-mail, address, contact person), persons authorized to act on behalf of the bidder and their power of attorney;
 - d) **Documents proving fulfilment of the qualification criteria** in the structure as set out in Article 3 of the tender documentation incl. Affidavit on the economic and financial capacity to fulfil the public contract hereunder and description and specification of the performance offered demonstrating that the Contracting Authority's requirements regarding subject matter of the contract are met (refer to Annexes No. 2 and 5 hereto);
 - e) **Information pursuant to § 68(3) of the Act**, i.e. list of statutory bodies or members of such statutory bodies of the bidder who have been in the preceding 3 years (prior to submission date) in an occupational, functional

or any other relationship of that kind to the Contracting Authority, , or an affidavit confirming that no statutory body or member of such statutory body of the bidder have been in the preceding 3 years (prior to submission date) in an occupational, functional or any other relationship of that kind to the Contracting Authority, a list of shareholders, dated as of the submission date for the bid, who hold at least 10% shares of the total nominal value of the registered capital in the bidder's company, if the bidder has the legal form of a joint stock company, and the declaration of the bidder that it has not concluded nor will conclude any contract banned under Act no. 143/2001 Coll., on Protection of Competition (the "CPA"), as amended in the context with the public contract which is being awarded hereunder (please refer to Annex No. 4 hereto);

- f) Statement defining **the bid price** in the structure according to Article 5 hereof;
- g) **Signed binding draft** wording of the contract by a person duly authorized to act on behalf of the bidder (please refer to Annex No. 3 hereto).

3 QUALIFICATION CRITERIA

3.1 Qualification criteria shall be met by those bidders who will demonstrate:

- a) fulfilment of the basic qualification criteria according to § 53 of the Act,
- b) fulfilment of the professional qualification criteria according to § 54 of the Act,
- c) who will submit declaration on their economic and financial capacity to provide performance required hereunder (using form provided in Annex 5),
- d) fulfilment of technical qualification criteria according to § 56 of the Act.

3.2 **Deadline for the fulfilment of qualification criteria**

All bidders must demonstrate compliance with the qualification requirements within the period for the submission of bids referred to in paragraph 2.2 hereof.

3.3 **Basic qualification criteria**

3.3.1 Basic qualification criteria will be met by bidders who:

- a) have not been sentenced for a criminal offence committed on behalf of an organized crime group, a criminal offence involving participation in an organized crime group, for criminal offences of money laundering, complicity, acceptance of bribes, bribery, indirect bribery, fraud or loan fraud, including cases involving preparation or an attempt or participation in any such criminal offence or if a sentence for the perpetration of any such offence has been expunged; if this involves a legal entity, this requirement must be met by both, by the legal entity itself and by the statutory body or each member of the statutory body and, if the supplier's statutory body or any member of its statutory body is a legal entity, this requirement must be met by both, the legal entity and the statutory body or each member of the statutory body of the given legal entity; if a bid or the Request for participation is submitted by a foreign legal entity through its organizational unit, the requirement according to this letter must not only be met by the aforementioned individuals, but also by the executive of the organizational unit in question; the supplier must meet this basic qualification criteria both in relation to the territory of the Czech Republic as well as to the country of its registered office, place of business or a place of residence,
- b) have not been finally sentenced for a criminal offence associated with the subject of the supplier's business activities according to the special legal regulations or if a sentence for the perpetration of any such offence has been expunged; if this involves a legal entity, this condition must be met by both,

the legal entity and by the statutory body or each member of the statutory body and, if the supplier's statutory body or any member of its statutory body is a legal entity, this requirement must be met by both, the legal entity and by the statutory body or each member of the statutory body of the given legal entity; if a bid or a request for participation is submitted by a foreign legal entity through its organizational units, the requirements according to this letter must not only be met by the aforementioned individuals, but also by the executive of the organizational unit in question; the supplier must meet this basic qualification criteria both in relation to the territory of the Czech Republic as well as to the country of its registered office, place of business or a place of residence,

- c) have not been involved in any form of unfair trading in the form of bribery according to the special legal regulation in the last 3 years,
- d) whose assets are not subject to or had not been subject in the last three years to any insolvency proceedings in which a bankruptcy ruling has been issued or a motion on the declaration of insolvency has been rejected due to the assets being insufficient to cover the costs of the insolvency proceedings, or which has been placed in receivership in accordance with the special legal regulations,
- e) are not in liquidation,
- f) are not included in the records of tax arrears, both in the Czech Republic and in the country of the its registered office and in the country of the supplier's registered office, place of business or a place of residence,
- g) are not included in the records of insurance arrears or penalties for public health insurance, both in the Czech Republic and in the country of the supplier's registered office, place of business or a place of residence,
- h) are not included in the records of insurance arrears or penalties for social security contributions and contributions to the state employment policy, both in the Czech Republic and in the country of the supplier's registered office, place of business or a place of residence,
- i) are not been found guilty for grave professional misconduct in the preceding 3 years or has not been imposed a disciplinary punishment under separate legal regulations, where demonstration of professional qualifications under separate legal regulations is required pursuant to § 54(d); when the Bidder pursues such an activity through a person in authority or any other person liable for the activity of a Bidder, this prerequisite shall be applicable to those persons
- j) are not listed in the register of entities which are prohibited from participating / performing in public tenders,
- k) have not been penalized in the preceding 3 years for allowing illegal employment in accordance with special legal regulation.

3.3.2 Bidders demonstrate fulfilment of the basic qualification criteria by submitting:

- a) extract from the Criminal Registry Records for 3.3.1 a), b) hereof. Extracts from the Criminal Registry Records shall be submitted on behalf of the legal entity submitting the bid and its statutory body(ies) or all members of the statutory body, as applicable. Should the bid submitted by a foreign corporation via its organizational branch, the bidder shall submit the extract from the Criminal Registry Records for the branch manager and the legal entity and its statutory body(ies) or all members of the statutory body of the foreign corporation, as applicable. The extract from the Criminal Registry Records shall not be older than 90 days as of the date of bid submission.
- b) Confirmation of the relevant financial authority and in relation to the consumption tax in the form of an affidavit for 3.3.1 f) hereof, which shall not

- be older than 90 days as of the date of bid submission.
- c) Confirmation of the relevant authority or institution (in Czech Republic by confirmation issued by the relevant branch of the Czech Social Security Administration) for 3.3.1 h) herein, which shall not be older than 90 days as of the date of bid submission.
 - d) Affidavits for 3.3.1 c), d), e), g), i), j) and k) hereof; bidders may use affidavit forms provided in Annex No. 2 hereto.

3.4 Professional qualification criteria

Fulfilment of professional qualification criteria will be demonstrated by bidders who submit:

- a) a certificate of registration from the Commercial Registry, or extract from any other similar evidence, if registered therein, not older than 90 days as of the date of bid submission,
- b) document demonstrating that the bidder carries an authorization to perform business activities according to special regulation at least in the extent corresponding to the performance actually provided hereunder.

3.5 Technical qualification criteria

Fulfilment of the technical qualification criteria will be demonstrated by a bidder, who submits:

- a) according to § 56(1)(a) of the Act a list of the principal deliveries effected by the economic operator in the past 3 years with indication of the extent thereof and the time of performance. This list will be provided in the form of an affidavit and will contain information on the name of the Contracting Authority, project name, place and date of completion and the financial value of the supply within the project; the affidavit will be accompanied by
 - a certificate issued or signed by a public contracting authority to that effect, if the products were supplied to a public contracting authority, or
 - a certificate issued by any other person or entity if the products were supplied to a person other than a public contracting authority, or
 - the contract with other person / entity and the evidence of the effected performance by the economic operator, if the confirmations required above cannot be obtained from such person due to reasons on their part.

A principal delivery shall be considered as a delivery of an analytical laboratory equipment capable of measuring the heat capacity in the temperature range from 0.4 K to 300 K in the financial value of at least 10 000 000,- CZK excl. VAT. Bidders shall demonstrate the delivery of at least three such principal deliveries.

- b) In accordance with § 56(1)(e) of the Act, the bidders shall provide description of the goods / equipment to be supplied. The Contracting Authority requires concrete technical specification incl. specification of the producer for all goods, which will be subject to delivery hereunder. Bidders shall also submit a filled in table providing technical specification as outlined in Annex No. 2a) of draft contract.

3.6 Bidders shall submit simple copies of documents demonstrating qualification. Documents demonstrating qualification which are in other than Czech, Slovak or English language must be submitted in an official translation into the Czech or English language. Documents demonstrating basic qualification criteria and the extract from the Commercial Registry (or other similar registry) may not be older than 90 as of the bid submission date.

3.7 Bidders shall be entitled, in accordance with provisions of Sec 127(1) of the Act, to demonstrate fulfilment of the basic qualification criteria pursuant to 3.3.1 hereof and professional qualification requirements pursuant to 3.4 hereof by submitting an extract from the List of Qualified Contractors which demonstrates compliance to the extent in which the documents proving the fulfilment of these

professional qualifications cover the requirements of the Contracting Authority for their demonstration. This excerpt from the List of Qualified Contractors shall not be older than 3 months as of the bid submission date.

- 3.8 Where fulfilment of the qualification requirements will be demonstrated through a subcontractor, bidders shall submit to the Contracting Authority the following documentation:
- Document demonstration that the subcontractor(s) meets the basic qualification criteria according to § 53(1)(j), i.e. an affidavit by the subcontractor that he is not registered on the black list – list of persons prohibited from being involved in public procurement,
 - Document demonstration that the subcontractor(s) meets the professional qualification criteria according to § 54(a), i.e. a certificate of registration from the Commercial Registry, or extract from any other similar evidence, if registered therein,
 - subcontract concluded with the subcontractor which implies the obligation of the subcontractor to provide performance for the public contract hereunder, or such things or rights, which will be thus available to the bidder in the extent that is necessary to perform hereunder / meet the qualification demonstrated by the subcontractor.

Bidders are not allowed to demonstrate fulfilment of qualification pursuant to § 53 and § 54 (a) of the Act using subcontractors.

- 3.9 Should the public contract be performed by several bidders together and for this purpose they submit a joint bid, each of the joint bidders shall be required to demonstrate compliance with the basic qualification requirements pursuant to § 53 and the professional qualifications pursuant to § 54 (a) of the Act in their entirety. Joint bidders will also be required to submit a contract containing a commitment that all of these joint bidders will be bound jointly and severally, for the whole duration of the public contract, vis-a-vis the Contracting Authority and any other third parties on the basis of any legal relationship that may arise in connection with this tendering procedure and performance of the public contract.
- 3.10 In case there are any changes in the bidders qualification please proceed as required under § 58 of the Act.
- 3.11 Bidders who fail to demonstrate qualification in the required extent will be excluded by the Contracting Authority from further participation in the tender.

4 DETAILED DESCRIPTION AND TECHNICAL SPECIFICATION OF THE SUBJECT MATTER

- 4.1 The subject matter of this public contract is fully specified in Annexes No. 1 and 2a) of the draft contract which forms an integral part hereof as Annex No. 3 hereof.
- 4.2 All equipment, which shall form a part of the subject matter must comply with all requirements arising from technical or safety standards valid in the Czech Republic for these types of equipment. Performance required hereunder shall include handover of complete documentation to the equipment / apparatus / goods and Compliance Certificate. The Contracting Authority requires that the entire subject matter and all its parts will be new, not re-used.
- 4.3 The tender documentation specifies the minimum technical requirements in Annex No. 2a) of the draft contract. It is permitted that bidders supply the same or

higher level solution, than those described in the technical specification, but it must always comply with the minimum requirements as set forth herein.

- 4.4 Bidders must always comply with technical requirements stipulated herein; should a bidder fail to comply with these he shall be excluded from further proceedings. Bidders are obliged to prove guaranteed technical parameters to the Contracting Authority as specified herein, i.e. bidders shall submit detailed technical specification of the offered solution containing at least the best achievable measuring parameters, which must demonstrate compliance with the minimum technical parameters specified in Annexes No. 1 and 2a) to the contract (providing visual as well analytical demonstration) in the Czech or English language (other language mutations will not be admissible). Specified parameters must be achieved also during installation of the apparatus / equipment in the laboratory of the Contracting Authority. The submitted documentation shall form an Annex No. 2b) to draft contract.
- 4.5 Should this tender documentation refer to specific commercial trademarks / products or solution, or other designations or visual presentations having relation to a specific supplier / manufacturer, it shall be understood as delineation of an anticipated characteristics and the bidder are entitled to propose other technically or qualitatively compliant solution.

5 STRUCTURE OF THE BID PRICE

- 5.1 Bidders are obliged to specify the total offered bid price, including all required performance; the total offered bid price to be quoted in CZK excl. VAT, VAT rate, calculated VAT amount CZK separately, and the total price quoted in CZK including VAT.
- 5.2 The total bid price must include the entire subject matter and will represent a fixed, binding amount as the maximum amount and maximum admissible price, including all fees and other costs that may be associated with the performance provided hereunder, such as transportation to the place of performance, packaging, custom duties, assembly and installation costs, insurance cost etc.
- 5.3 The bid price may be exceeded exclusively in connection with the change of tax legislation related to mandatory VAT, by an amount corresponding to this legislative amendment only.
- 5.4 The Contracting Authority hereby advises bidders that due to the amount of allocated funding, the maximum value of the performance for subject matter hereof cannot exceed **23.605.000,- CZK incl. VAT** and all installation- and transportation-related costs, custom duties and other potential and related fees and that in the case of a bid being submitted citing a higher bid price than the **maximum value** of the public contract, such bid will be **excluded** from the procedure and the bidder **excluded** from further participation in the proceedings.

6 PAYMENT TERMS

- 6.1 Payment terms have been specified in the attached binding draft contract, which forms an integral part hereof as Annex No. 3 hereof.

7 EVALUATION CRITERIA

- 7.1 Bids shall be evaluated in line with § 78(1)(a) of the Act on the basis economic advantageousness.

7.2 The evaluation sub-criteria are:

- a) Total bid price - relative weight 60 %
- b) Technical merit of the performance offered - relative weight 30 %
- c) Length of warranty - relative weight 10 %

7.3 Method of evaluation:

- 7.3.1 Within the evaluation sub-criterion a) Contracting Authority will evaluate the total bid price for the subject of performance in CZK excl. VAT compiled in accordance with Article 5 hereof.

Method of evaluation within the evaluation sub-criterion a):

The evaluated bid gets a score that results from the ratio between the bid price of the cheapest bid and the evaluated one. This ratio will then be multiplied by 60 (relative weight of this sub-criterion) - see formula:

$$Score = \frac{\text{bid price of the cheapest bid}}{\text{bid price of the evaluated bid}} \cdot 60$$

- 7.3.2 Within the evaluation sub-criterion b) Contracting Authority will evaluate technical merit of the performance offered, specifically the following parameters:

1. The homogeneity of the magnetic field within 5 cm around the sample centre.
The relative weight of this parameter is 20 %.
Contracting Authority will evaluate homogeneity of the magnetic field within 5 cm around the sample centre in %. Homogeneity of the magnetic field is defined as the difference between the maximal and minimal value of the magnetic field within 5 cm around the sample centre divided by the maximal value of the magnetic field.

Method of evaluation:

The evaluated bid gets a score that results from the ratio between the best homogeneity among the submitted bids and the homogeneity given in the evaluated bid. This ratio will then be multiplied by 20 - see formula:

$$Score = \frac{\text{best homogeneity}}{\text{homogeneity given in the evaluated bid}} \cdot 20$$

2. Residual field of the magnet. The relative weight of this parameter is 10 %.
Contracting Authority will evaluate the residual field strength of the magnet at the position of the sample in mT.

Method of evaluation:

The evaluated bid gets a score that results from the ratio between the lowest strength of residual field among the submitted bids and the strength of residual field given in the evaluated bid. This ratio will then be multiplied by 10 - see formula:

$$\text{Score} = \frac{\text{lowest strength of residual field}}{\text{strength of residual field given in the evaluated bid}} \cdot 10$$

- 7.3.3 Within the evaluation sub-criterion c) Contracting Authority will evaluate the length of warranty in months. **Minimum length** of warranty is **12 months**. The Contracting Authority hereby advises bidders that a bid being submitted citing a shorter warranty will be **excluded** from the procedure and the bidder **excluded** from further participation in the proceedings.

Method of evaluation within the evaluation sub-criterion c):

Length of warranty in the range from 12 to 17 months = 5 points

18-months and longer warranty = 10 points

8 ADDITIONAL REQUIREMENTS AND CONDITIONS

- 8.1 Bidders shall be obliged to specify in their bids whether they intend to subcontract any part of the performance required hereunder to subcontractors and what those parts are, and to provide identification data of all these subcontractors if such subcontractor will participate on the performance by a share exceeding 10% of the total value of bid.
- 8.2 The Contracting Authority does not allow bid variants.
- 8.3 The Contracting Authority reserves the right to verify any information provided by bidders using third parties, and bidders shall be obliged to provide the Contracting Authority all necessary cooperation in this matter.
- 8.4 Bidders bear the cost of submitting bids hereunder alone.
- 8.5 The Contracting Authority reserves the right to change, clarify or add conditions stipulated herein observing the principles set forth in § 40(3) of the Act.

9 COMMERCIAL TERMS

- 9.1 Bidders are obliged to accept without reservation or change the text of the draft contract, which forms an integral part hereof as Annex No. 3. Bidders are authorized to fill in their identification data, the bid price and other clearly marked information that are to be filled in. Bidders are not authorized to change or add to the contracts in any manner, with exception of those parts which the Contracting Authority highlighted. Any breach of this condition will result in exclusion of the Bidder from the tendering proceedings.
- 9.2 The draft contract must be duly signed by Bidders, by the statutory representative or the person duly authorized to do so. Original or notarized copy of the power of attorney must be in that case attached to the draft contract as signed by the Bidder. Signed contract forms an integral part of the bid. Any breach of this condition will result in exclusion of the Bidder from the tendering proceedings.

10 OPENING OF ENVELOPES WITH BIDS

- 10.1 Opening of the envelopes with bids shall take place pursuant to § 71(4) of the Act immediately after the expiry of the bid submission date, at the seat of the a

Contracting Authority at Na Slovance 1999/2, Praha 8 (entrance from the Pod Vodárenskou věží 1 street), in the meeting room.

- 10.2 All bidders who submitted their bid within the deadline shall be authorized to attend the opening, maximum two persons per bidder. Bidders shall present their authorization prior to the opening.

11 SITE INSPECTION

- 11.1 Inspection of the Place of Performance will be held on 12th January 2016 at 13:00 am on the premises of IoP at Cukrovarnická 112/10, Prague 6 (meeting at the gatehouse).

12 CONCLUSION

- 12.1 Information and data provided herein (incl. all Annexes) defined the binding requirements of the Contracting Authority with respect to the performance of the public contract. These requirements must be accepted by the Bidders in full and without reservation, respecting these requirements in preparation of their bid. Non-acceptance of these requirements / conditions (incl. those specified in the respective Annexes) shall be deemed to constitute failure to comply with the tender conditions.
- 12.2 Should this tender documentation of its Annexes refer to specific commercial trademarks / products or solutions, or other designations or visual presentations having relation to a specific supplier / manufacturer, it shall be understood as delineation of an anticipated characteristics and the bidder are entitled to propose other technically or qualitatively fully compliant solution.
- 12.3 Bidders confirm by the act of submission of their bids that they have made themselves familiar with this tender documentation including all its Annexes, and that consider these clear and legible, and that they had clarified with the Contracting Authority prior to submitting their bids any and all disputable provision or technical uncertainties and that they agree and will comply with these conditions.
- 12.4 Bidders confirm by the act of submission of their bids that they are bound by the entire contents of their bids as submitted, for the entire term of the tendering procedure.

LIST OF ANNEXES:

1. Cover sheet
2. Affidavit on compliance with basic qualification requirements
3. Binding draft wording with annexes
4. Information pursuant to § 68(3) of the Act
5. Affidavit on economic and financial capacity for both parts of the public contract

On behalf of the Contracting Authority:

In Prague

prof. Jan Řídký, DrSc., Director

Annex No. 1

Cover Sheet

Name of the public contract: Universal cryogenic apparatus for measuring of physical properties in the magnetic fields

Contracting Authority: Fyzikální ústav AV ČR, v.v.i.
Seat: Na Slovance 2, 182 21 Praha 8
ID: 68378271
Represented by: Prof. Jan Řídký, DrSc., Director

Bidder:

Seat:

ID:

Tax ID:

Represented by:

Banking details:

Authorized person:

Contact persons:

Contact address:

Tel.: **e-mail:**

Bid price _____ **CZK excl. VAT**

Length of warranty _____ **months**

Homogeneity of the magnetic field within 5 cm around the sample centre	_____ %
Residual field strength of the magnet at the position of the sample	_____ mT

.....
Business name + signature of the authorized representative (to be filled in by the bidder)

Annex No. 2

Affidavit – basic qualification criteria

Pursuant to Act No. 137/2006 Coll., on Public Contracts, as amended
(hereafter the “Act”)

Business name of the bidder (incl. legal form)	.....
Seat / place of business	.....
ID	.....
Tax ID	.....

We hereby solemnly declare, that

With reference to Sec 53(1)(c) of the Act -

Bidder / supplier has not, in the last three years, committed acts constituting unfair competitive practice in the form of bribery pursuant to special legislation,

With reference to Sec 53(1)(d) of the Act -

Bidder / supplier is not or has not been subject to insolvency proceedings involving its assets, in which the declaration of bankruptcy has been issued or insolvency petition has not been rejected due to lack of assets on the part of the economic operator to cover the costs of insolvency proceedings, or the declaration of bankruptcy has not been set aside because of the economic operator's insufficient property or in respect of which the receivership has been imposed on under separate legal regulation,

With reference to Sec 53(1)(e) of the Act -

Bidder / supplier is not being wound up [in liquidation],

With reference to Sec 53(1)(f) of the Act -

Bidder / supplier has no outstanding tax arrears registered in tax records (excise tax), both in the Czech Republic and in the country of registered office, place of business or residence,

With reference to Sec 53(1)(g) of the Act -

Bidder / supplier has no outstanding arrears in respect of payments and penalties of public health insurance, both in the Czech Republic and in the country of registered office, place of business or residence of the Bidder / supplier,

With reference to Sec 53(1)(h) of the Act -

Bidder / supplier is not included in the records of insurance arrears or penalties for social security contributions and contributions to the state employment policy, both in the Czech Republic and in the country of the supplier's registered office, place of business or a place of residence,

With reference to Sec 53(1)(i) of the Act -

Bidder / supplier has not been found guilty for grave professional misconduct in the preceding 3 years or has not been imposed a disciplinary punishment under separate legal regulations, where demonstration of

professional qualifications under separate legal regulations is required pursuant to § 54(d); when the Bidder pursues such an activity through a person in authority or any other person liable for the activity of an Bidder, this prerequisite shall be applicable to those persons

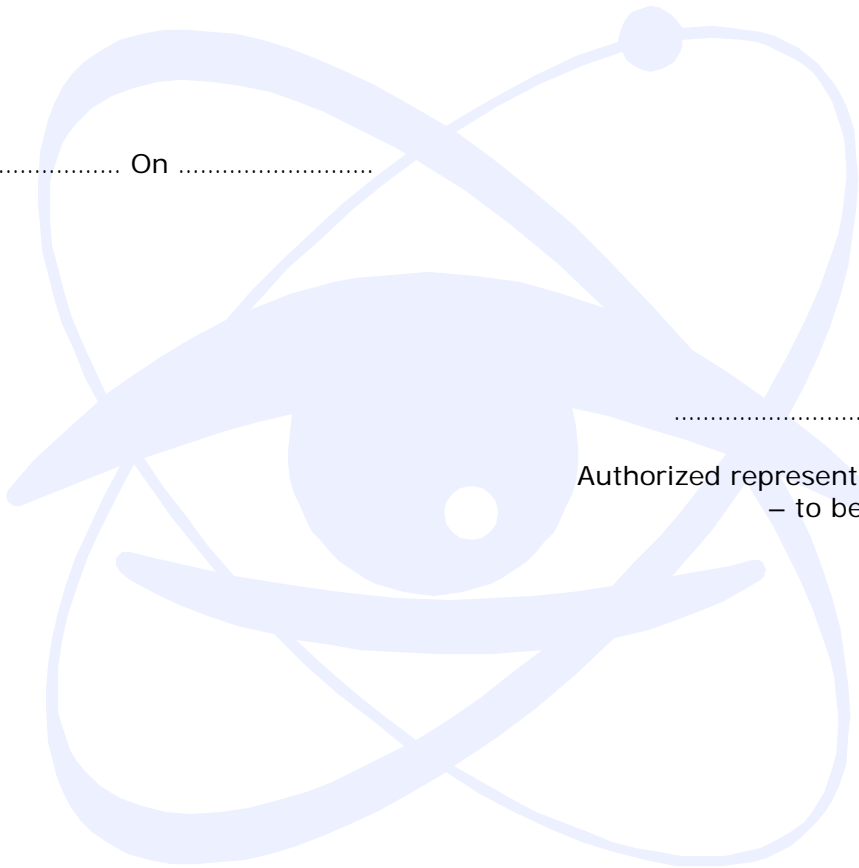
With reference to Sec 53(1)(j) of the Act -

Bidder / supplier is not registered on the black list of economic operators banned to participate in the performance of public contracts,

With reference to Sec 53(1)(k) of the Act -

has not been penalized in the preceding 3 years for allowing illegal employment in accordance with Special legislation,

In On



.....
Business name
Authorized representative of the Bidder
– to be filled in by Bidder

Annex No. 3

Purchase Contract

(separate electronic annex)



Annex No. 4

Information pursuant to § 68(3) and Affidavit

Pursuant to Act No. 137/2006 Coll., on Public Contracts, as amended
(hereafter the "Act")

Business name of the bidder (incl. legal form)	.....
Seat / place of business	.....
ID	.....
Tax ID	.....

- 1) Pursuant to § 68(3)(a) of the Act we hereby submit a list of statutory bodies and their members who were in the last three years prior to the date for submission of bids in an employment, functional or other similar relationship with the Contracting Authority:

(Bidders provide names and dates of birth of any such persons)

Name	d.o.b.

OR

We hereby solemnly declare that none of statutory bodies or their members were in the last three years prior to the date for submission of bids in an employment, functional or other similar relationship with the Contracting Authority .

(Bidder leaves the text as applicable)

- 2) Pursuant to § 68(3)(b) of the Act we hereby provide a list of shareholders, who hold shares exceeding 10 % of the registered capital, as of the date for submitting the bids:

(Bidder who has the legal form of a joint stock company shall submit the required list)

If the bidder has not the legal form of a joint stock company:

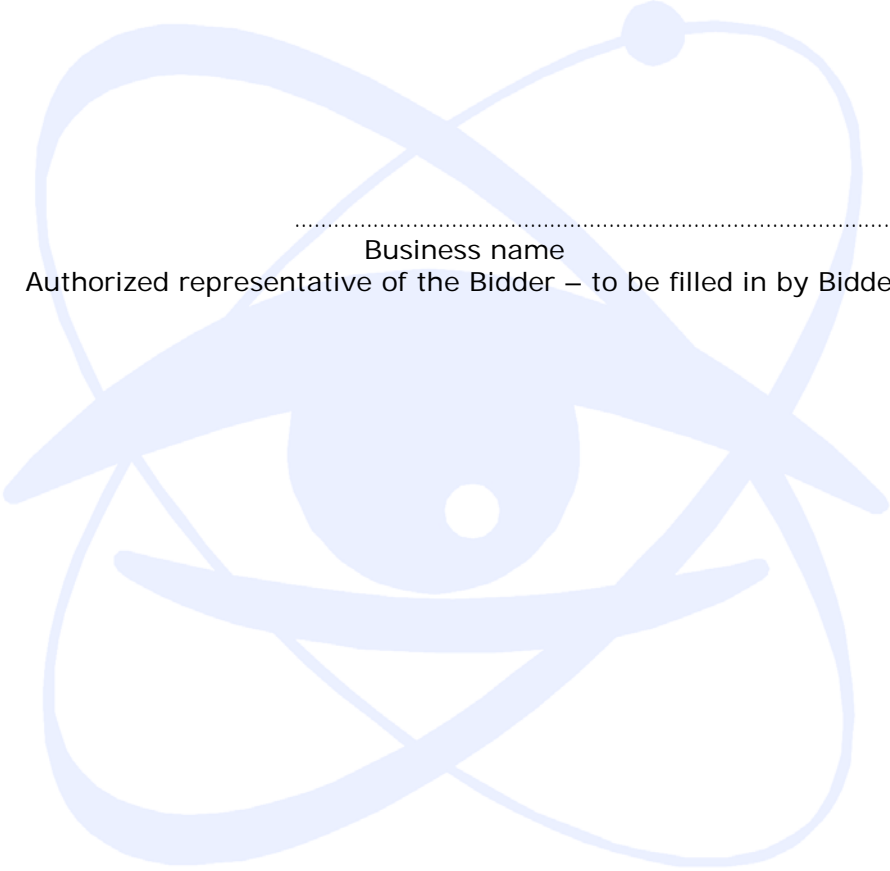
We hereby solemnly declare that we do not submit a list of shareholders as we have not the legal form of a joint-stock company.

(Bidder leaves the text as applicable)

- 3) We hereby solemnly declare in accordance with § 68(3)(c) of the Act, that the Bidder has not and will not conclude a prohibited agreement as required by Act No. 143/2001 Coll., on the Protection of Economic Competition, as amended, in connection with the present "Universal cryogenic apparatus for measuring of physical properties in the magnetic fields" public contract.

In on

.....
Business name
Authorized representative of the Bidder – to be filled in by Bidder



Annex No. 5

Affidavit on economic and financial capacity

Pursuant to Act No. 137/2006 Coll., on Public Contracts, as amended
(hereafter the "Act")

Business name of the bidder (incl. legal form)	.....
Seat / place of business	.....
ID	.....
Tax ID	.....

I hereby solemnly declare, that as a person duly authorized to act and sign on behalf of / in the name of the bidder, that the bidder is, pursuant to § 50(1)(c) of the Act, economically and financially capable to fulfil / perform this public contract with the name **"Universal cryogenic apparatus for measuring of physical properties in the magnetic fields"**.

In On

.....
Business name
Authorized representative of the Bidder – to be filled
in by Bidder

Purchase Contract

(hereafter the "Contract")

1. CONTRACTUAL PARTIES

1.1 Fyzikální ústav AV ČR, v. v. i.,

with offices: Na Slovance 1999/2, 182 21 Praha 8,
represented by: Prof. Jan Řídký, DrSc. – Director,
Registered in the register of public research institutions of the Ministry of Education, Youth and Sports of the Czech Republic.

Bank: UniCredit Bank Czech Republic and Slovakia, a.s.

Account No.: 2106535627/2700

ID No.: 68378271

Tax ID No.: CZ68378271

(hereinafter the "Buyer")

and

1.2 [REDACTED],

with seat: [REDACTED],
represented by: [REDACTED],
registered in [REDACTED].

Bank: [REDACTED]

Account No.: [REDACTED] / [REDACTED]

ID No.: [REDACTED]

Tax ID No.: [REDACTED] (TO BE FILLED IN BY THE SELLER)

(hereinafter the "Seller"),

(the Buyer and the Seller are hereinafter jointly referred to as the "Parties" and each of them individually as a "Party").

2. FUNDAMENTAL PROVISIONS

- 2.1 The Buyer is a public research institution whose primary activity is scientific research in the area of physics, especially elementary particles physics, condensed systems, plasma and optics.
- 2.2 The Buyer wishes to acquire the subject of performance hereof (**Universal cryogenic apparatus for measuring of physical properties in the magnetic fields**) in order to measure basic physical properties of solids, in particular fast and accurate characterization of magnetic, thermal and electrical properties over a wide range of conditions, namely temperature and magnetic field.
- 2.3 The Seller was selected as the winner of a public procurement procedure announced by the Buyer in accordance with Act No. 137/2006 Coll., on Public Procurement, as amended (hereinafter the “**Act**”), for the public contract called “**Universal cryogenic apparatus for measuring of physical properties in the magnetic fields**” (hereinafter the “**Procurement Procedure**”).
- 2.4 The documentation necessary for the execution of the subject of performance hereof consist of
- 2.4.1 Technical specifications of the subject of performance hereof attached as **Annex No. 1** hereto.
- 2.4.2 The Seller’s bid submitted within the Procurement Procedure in its parts which describe the subject of performance in technical detail (hereinafter the “**Sellers’s Bid**”); the Sellers’s Bid forms form **Annex No. 2** to this Contract and an integral part hereof.

In the event of a conflict between the Contract’s Annexes the technical specification / requirement of the higher level / quality shall prevail.

- 2.5 The Seller declares that it has all the professional prerequisites required for the supply of the subject of performance under this Contract, is authorised to supply the subject of performance and there exist no obstacles on the part of the Seller that would prevent the Seller from supplying the subject of this Contract to the Buyer.
- 2.6 The Seller acknowledges that the Buyer considers the Seller’s participation in the Procedure, provided that the Seller complies with all qualification requirements, as the confirmation of the fact that the Seller is capable, within the meaning of Sec 5(1) of the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “**Civil Code**”) of providing performance under the Contract with such knowledge, diligence and care that is associated and expected of the Seller’s profession, and that the Seller’s potential performance lacking such professional care would give rise to corresponding liability on the Seller’s part. The Seller is prohibited from misusing its qualities as the expert or its economic position in order to create or exploit dependency of the weaker Party or to establish an unjustified imbalance in the mutual rights and obligation of the Parties.
- 2.7 The Seller acknowledges that the Buyer is not in connection to the subject of this Contract, an entrepreneur, and also that the subject of this contract is not related to any business activities of the Buyer.
- 2.8 The Seller acknowledges that the production and delivery of the subject of performance within the specified time and of the specified quality, as shown in Annexes No. 1 and 2 of this Contract (including the handover and invoicing) is essential for the Buyer. If the Seller fails to meet contractual requirements, it may incur damage of the Buyer.
- 2.9 The Seller declares that he accepts the “risk of changed circumstances” within the meaning of Sec

1765(2) of the Civil Code.

- 2.10 The Contractual Parties declare that they shall maintain confidentiality with respect to all facts and information, which they learn in connection herewith and / or during performance hereunder, and whose disclosure could cause damage to either Party. Confidentiality provisions do not prejudice obligations on the part of the Buyer arising from valid legislation.

3. SUBJECT-MATTER OF THE CONTRACT

- 3.1 The subject of this Contract is the obligation on the part of the Seller to handover and transfer into the Buyer's ownership:

the **Universal cryogenic apparatus for measuring of physical properties in the magnetic fields** (hereafter the "**Equipment**")

and the Buyer undertakes to take delivery of the Equipment and to pay to the Seller the agreed upon price.

- 3.2 The following activities form an integral part of the performance to be provided by the Seller:

- 3.2.1 Transport of the Equipment incl. all accessories specified in Annexes 1 and 2 of the Contract to the site, un-packaging and control thereof,
- 3.2.2 Installation of the Equipment including connection to installation infrastructure at the site,
- 3.2.3 Verification of the Equipment's proper functionality and adjustment at the site,
- 3.2.4 Delivery of instructions and operating and repair manuals Equipment in Czech or English language to the Buyer, in electronic and hardcopy (printed) versions,
- 3.2.5 Training of operators at the site,
- 3.2.6 Free-of-charge warranty service including service inspections,
- 3.2.7 Provision of technical support in the form of consultations.

- 3.3 The subject of performance (Equipment) is specified in detail in Annexes No. 1 and No. 2 hereto.

- 3.4 The Seller shall be liable for the Equipment and related services to be in full compliance with this Contract, its Annexes, the submitted bid and all valid legal regulation, technical and quality standards and that the Buyer will be able to use the Equipment for the defined purpose. In case of any conflict between applicable standards it is understood that the more strict standard or its part shall always apply.

- 3.5 The delivered Equipment and all its parts, accessories must be brand new and unused.

4. PERFORMANCE PERIOD

- 4.1 The Seller undertakes to handover the Equipment properly after the initial installation, demonstrating its functionality and operator training within 8 months of the conclusion hereof, but no later than 30. 11. 2016.
- 4.2 The Seller shall notify the Buyer about the term of the delivery and installation of the Equipment min. 10 working days in advance.

- 4.3 The Buyer acknowledges that the Seller shall pay the price from public financial support with the possibility of drawing bill by the end of 2016; for this reason, the Buyer is not interested in performance of a later date than laid down in Section 4.1 hereof.
- 4.4 The performance period shall be extended for a period during which the Seller could not perform due to obstacles on the part of the Buyer.

5. PREPAREDNESS OF THE PLACE OF HANDOVER

- 5.1 The Seller undertakes to perform a visit of the place of handover (installation) of the Equipment and verify that the site meets all the requirements necessary for installation (room dimensions, requirements for electrical outlet, room temperature, vibration, etc.) within 30 days of the conclusion hereof. The conditions required by the Seller shall not deviate from usual terms for installation of similar scientific equipment.

6. PURCHASE PRICE, INVOICING, PAYMENTS

- 6.1 The purchase price is based on the Seller's submitted bid and amount to [REDACTED] CZK (in words: [REDACTED]) (TO BE FILLED IN BY THE SELLER) excluding VAT (hereinafter the "Price"). VAT shall be paid by the Buyer and settled in accordance with the valid Czech regulation.
- 6.2 The Price represents the maximum binding offer by the Seller and includes any and all performance provided by the Seller in connection with meeting the Buyer's requirements for the proper and complete delivery of the Equipment hereunder, as well as all costs that the Seller may incur in connection with the delivery, installation and handover, and including all other costs of expenses that may arise in connection with creation of an intellectual property creation and its protection.
- 6.3 The Parties agreed that the Seller shall be entitled to invoice the Price as follows:
- 6.3.1 The advance payment corresponding to 30 % of the total Price in the amount of [REDACTED] CZK excl. VAT (TO BE FILLED IN BY THE SELLER) after the conclusion hereof.
- 6.3.2 The Price will be invoiced after the handover protocol in accordance with Section 10.5 will have been signed between the Parties. The Handover protocol shall be attached to this invoice. This invoice shall be issued and delivered to the Buyer on the day of signing of the Handover protocol.
- 6.3.3 In case the Buyer accepted the Equipment with any minor defect or unfinished work, the Seller shall be entitled to invoice up to 85 % of the total Price in the amount of [REDACTED] CZK excl. VAT (TO BE FILLED IN BY THE SELLER) after handover protocol in accordance with Section 10.5 will have been signed between the Parties. The remainder of the Price shall the Seller be entitled to invoice after removal / remedy of minor defects or unfinished work. The Handover protocol or the Buyer's confirmation of removal of minor defects or unfinished work shall be attached to these invoices.
- 6.4 Invoices issued by the Seller hereunder shall contain all the requirements stipulated by Act no. 235/2004 Coll., on Value Added Tax, as amended, and the Contract number.
- 6.5 The Buyer prefers electronic invoicing, with the invoices being delivered to efaktery@fzu.cz. All issued invoices shall comply with any international treaties prohibiting double taxation, if applicable.
- 6.6 Invoices shall be payable within thirty (30) days of the date of their delivery to the Buyer (hereinafter the "Maturity Period"). Payment of the invoiced amount means the date of its remittance to the

Seller's account.

6.7 If an invoice is not issued in conformity with the payment terms stipulated by the Contract or if it does not comply with the requirements stipulated by law, the Buyer shall be entitled to return the invoice to the Seller as incomplete, or incorrectly issued, for correction or issue of a new invoice, as appropriate, within five (5) business days of the date of its delivery to the Buyer. In such a case, the Buyer shall not be in delay with the payment of the Price or part thereof and the Seller shall issue a corrected invoice with a new and identical Maturity Period commencing on the date of delivery of the corrected or newly issued invoice to the Buyer.

6.8 The Buyer shall be entitled to unilaterally set off against any receivables claimed by the Seller any of its payment due to:

6.8.1 damages caused by the Seller,

6.8.2 contractual penalties and other sanctions.

6.9 The Seller shall not be entitled to set off any of its receivables against any part of the Buyer's receivable hereunder.

7. OWNERSHIP TITLE

7.1 The ownership right to the Equipment shall pass to the Buyer by handover. Handover shall be understood as delivery and acceptance of the Equipment duly confirmed by Parties on the handover protocol.

8. PLACE OF DELIVERY AND HANDOVER OF THE EQUIPMENT

8.1 The place of delivery and handover of the Equipment shall be the premises of the Department 24 of the Fyzikální ústav AV ČR, v.v.i. at Cukrovarnická 112/10, Praha 6, Building A, room No. A33/1

9. COOPERATION OF THE PARTIES

9.1 The Seller undertakes to notify the Buyer of any obstacles on its part, which may negatively influence proper and timely delivery and handover of the Equipment.

9.2 The Buyer undertakes to ensure such conditions that in the period between the delivery of the Equipment and begin of the installation no damage will incur to the Equipment.

9.3 The Seller shall notify the Buyer of improper preparedness of the place of handover (installation) within 14 days of execution of the visit pursuant to Section 5.1 hereof.

9.4 The Parties wish to deviate from provisions of Section 2126 of the Civil Code and agree that the Seller shall not be authorized to use institutes established therein.

10. DELIVERY, INSTALLATION, HANDOVER AND ACCEPTANCE

10.1 The Seller shall transport the Equipment at its own cost to the place of handover. If the shipment is intact, the Buyer shall issue delivery note for the Seller.

10.2 The Seller shall begin with the installation of the Equipment within 14 calendar days from the date of delivery.

- 10.3 The Seller shall perform and document the installation of the Equipment and launch experimental test in order to verify whether the Equipment is functional and meets the technical requirements of Annexes No. 1 and 2 hereof.
- 10.4 Handover procedure includes handover of any and all technical documentation pertaining to the Equipment, user manuals and certificate of compliance of the Equipment and all its parts and accessories with approved standards.
- 10.5 The handover procedure shall be completed by handover of the Equipment confirmed by the handover protocol containing specifications of all performed tests (hereinafter the "**Handover protocol**"). The Handover protocol shall contain the following mandatory information:
- 10.5.1 Information about the Seller, the Buyer and any subcontractors,
 - 10.5.2 Description of the Equipment including description of all components and serial numbers,
 - 10.5.3 Description of performed tests including achieved parameters,
 - 10.5.4 Confirmation of conducted training of operators,
 - 10.5.5 List of technical documentation including the manuals,
 - 10.5.6 Eventually reservation of the Buyer regarding minor defects and unfinished work including the manner and deadline for their removal,
 - 10.5.7 Date of signature of the Equipment Handover protocol.
- 10.6 Handover of the Equipment does not release the Seller from liability for damage caused by product defects.
- 10.7 The Buyer shall not be obliged to accept the Equipment, which would show defects or unfinished work and which would otherwise not form a barrier, on their own or in connection with other defects, to using the Equipment. In this case, the Buyer shall issue a record containing the reason for its refusal to accept the Equipment.
- 10.8 Should the Buyer not exercise its right not to accept the Equipment with defects or unfinished work, the Seller and the Buyer shall list these defects or unfinished work in the Handover protocol, including the manner and deadline for their removal. Should the Parties not be able to agree in the Handover protocol on the deadline for removal of the defects, it shall be understood that any defects shall be removed / rectified within 48 hours from the handover and acceptance of the Equipment.

11. TECHNICAL ASSISTANCE - CONSULTATIONS

- 11.1 The Seller shall be obliged to provide to the Buyer free-of-charge consultations and technical assistance relating to the subject of performance hereof during the entire term of the warranty period. The Seller undertakes to provide to the Buyer consultations and technical assistance relating to the subject of performance hereof also after the warranty period expires.

12. REPRESENTATIVES, NOTICES:

- 12.1 The Seller authorized the following representatives to communicate with the Buyer in all matters relating to the Equipment delivery:

[REDACTED]
e-mail: [REDACTED]
tel. [REDACTED] (TO BE FILLED IN BY THE SELLER)

12.2 The Buyer authorized the following representatives to communicate with the Seller:

RNDr. Jiří Kaštil, Ph.D.
kastil@fzu.cz
tel. (+420) 220 318 521

12.3 All notifications to be made between the Parties hereunder must be made out in writing and delivered to the other Party by hand (with confirmed receipt) or by registered post (to the Buyer's or Seller's address), or in some other form of registered post or electronic delivery incorporating electronic signature (qualified certificate) to epodatelna@fzu.cz in case of the Buyer and to [REDACTED]@..... (TO BE FILLED IN BY THE SELLER) in case of the Seller.

12.4 In all technical and expert matters (discussions on the Equipment testing and demonstration, notification of the need to provide warranty or post-warranty service etc.) electronic communication between technical representatives of the Parties will be acceptable using e-mail addresses defined in Sections 12.1 and 12.2.

13. TERMINATION

13.1 This Contract may be terminated early by agreement of the Parties or withdrawal from the Contract on the grounds stipulated by law or in the Contract.

13.2 The Buyer is entitled to withdraw from the Contract without any penalty from Seller in any of the following events:

13.2.1 The Seller fails to meet the deadline pursuant to Section 4.1 hereof.

13.2.2 Technical parameters or other conditions required in the technical specification defined in Annex No. 1 and 2 hereto and in the relevant valid technical standards will not be achieved by the Equipment at handover,

13.2.3 Facts emerge bearing evidence that the Seller will not be able to deliver and handover the Equipment.

13.2.4 The Seller will not meet the qualification criteria within the Procurement Procedure.

13.3 The Seller is entitled to withdraw from the Contract in the event of the Buyer being in default with the payment for more than 2 months with the exception of the cases when the Buyer refused invoice due to defect on the delivered Equipment or due to breach of the Contract by the Seller.

13.4 Withdrawal from the Contract becomes effective on the day the written notification to that effect is delivered to the other Party. The Party which had received performance from the other Party prior to such withdrawal shall duly return such performance.

14. INSURANCE

14.1 The Seller undertakes to insure the Equipment against all risks, in the amount of the Price of the Equipment for the entire period commencing when transport of the Equipment starts until duly handed over to the Buyer. In case of breach of this obligation, the Seller shall be liable to the Buyer

for any damage that may arise.

15. WARRANTY TERMS

- 15.1 The Seller shall provide warranty for the quality of the Equipment for a period of months (TO BE FILLED IN BY THE SELLER). The warranty term shall commence on the day following the date of signing of the confirmation of removal of minor defects or unfinished work or on the day following the date of signing of the Handover Protocol pursuant to Section 10.5 hereof in case the Equipment was handed over without any minor defects or unfinished work. The warranty does not cover consumable things.
- 15.2 The Seller undertakes to provide free-of-charge service and regular service inspections in the extent defined by the manufacturer for the entire warranty term hereunder including repairs, supply of spare parts and transport and costs associated with employing a service technician.
- 15.3 Should the Buyer discover a defect, he shall notify the Seller to rectify such defect using the email address@..... (TO BE FILLED IN BY THE SELLER). The Seller shall be obliged to respond to the notice of defect within 24 hours from notification and to send a technician for its remedy within 5 working days from notification.
- 15.4 The Seller shall be obliged to rectify any claimed defects on-site within 14 working days from receipt of the Buyer's notification. In cases of unusual defects, the Seller shall be obliged to rectify the defect in the period corresponding to the nature of the defect and to define the deadline for the handover of the rectified Equipment.
- 15.5 Any and all costs associated with defect rectification / repair including transport and travel expenses shall be always borne by the Seller.
- 15.6 The repaired Equipment shall be handed over by the Seller to the Buyer on the basis of a protocol confirming removal of the defect (hereinafter the "Repair Protocol") containing confirmations of both Parties that the Equipment was duly repaired and is defect-free.
- 15.7 The repaired portion of the Equipment shall be subject to a new warranty term in accordance with Section 15.1, which commences to run on the day following the date when the Repair Protocol was executed.
- 15.8 Should the Equipment suffer from defects which make it demonstrably unusable for a period exceeding 40 days (defect period) during any six (or less) consecutive months during the warranty term, the Seller shall be obliged to rectify such defect by delivering new defect-free Equipment in accordance with Section 2106(1)(a) of the Civil Code within 8 months from the date the Seller was called upon to deliver the new Equipment. The Equipment is demonstrably unusable, when the technical parameters or other conditions required in the technical specification defined in Annex No. 1 and 2 hereto and in the relevant valid technical standards are not met.

16. CONTRACTUAL PENALTIES

- 16.1 The Buyer shall be entitled to claim a contractual penalty against the Seller in the amount of 30 % of the Price, in case he will subsequently take advantage of the opportunity to withdraw from the Contract pursuant to Section 13.2.1 and 13.2.2.
- 16.2 The Buyer shall have the right to a penalty in the amount of 15.000,- CZK for each day when the Equipment was inoperational due to defect that was subject to warranty repairs, starting on the 15th day from notification of the defect. In cases of unusual defects, the penalty of 15.000,- CZK will be

applied for each commenced day following the date of deadline for the handover of the rectified Equipment, specified in Section 15.4 hereof.

- 16.3 The Buyer shall have the right to a penalty in the amount of 10.000,- CZK for each commenced day of delay with beginning the installation of the Equipment pursuant to Section 10.2 hereof.
- 16.4 In case the Seller delivers the duly issued invoice pursuant to Section 6.3.2 hereof after 5. 12. 2016, the Buyer shall have the right to a penalty in the amount of 100.000,- CZK.
- 16.5 In case of default in payment of any due receivables (monetary debt) under the Contract, the defaulting Buyer or Seller (the debtor) shall be obliged to pay a contractual penalty in the amount of 0.01 % of the owed amount for each commenced day of delay with the payment of the Price.
- 16.6 Contractual penalties are payable within 30 days of notification demanding payment thereof.
- 16.7 Payment of the contractual penalty does not prejudice the rights of the Parties to claim damages; The Parties exclude use of Sec 2050 of the Civil Code.

17. DISPUTES

- 17.1 Any and all disputes arising out of this Contract or the legal relationships connected with the Contract shall be resolved by the Parties by mutual negotiations. In the event that any dispute cannot be resolved by negotiations within sixty (60) days, the dispute shall be resolved by the competent court in the Czech Republic based on application of any of the Parties; the court having jurisdiction will be the court where the seat of the Buyer is located.

18. FINAL PROVISIONS

- 18.1 After delivery and handover of the Equipment hereunder the Seller shall provide to the Buyer a list of any subcontractors who received more than 10% of the Price for their performance hereunder pursuant to Section 147a of the Act.
- 18.2 This Contract represents the entire agreement between the Buyer and the Seller. The relationships between the Parties not regulated in this Contract shall be governed by the Civil Code.
- 18.3 In the event that any of the provisions of this Contract shall later be shown or determined to be invalid, ineffective or unenforceable, then such invalidity, ineffectiveness or unenforceability shall not cause invalidity, ineffectiveness or unenforceability of the Contract as a whole. In such event the Parties undertake without undue delay to subsequently clarify any such provision or replace after mutual agreement such invalid, ineffective or unenforceable provision of the Contract by a new provision, that in the extent permitted by the laws and regulations of the Czech Republic, relates as closely as possible to the intentions of the Parties to the Contract at the time of creation hereof.
- 18.4 This Contract becomes valid and effective as of the day of its conclusion by the authorised persons of both Parties.
- 18.5 This Contract may be changed or supplemented solely by means of numbered amendments in writing, furnished with the details of time and place and signed by duly authorised representatives of the Parties. The Parties expressly reject, within the bounds of Sec 564 of the Civil Code, modifications to the Contract in any other manner.
- 18.6 This Contract is drawn up in three (3) counterparts, each of which is deemed to be the original. The Seller shall receive two (2) counterparts, the Buyer shall receive one (1) counterpart.

18.7 The following Annexes form an integral part of the Contract:

Annex No. 1: Buyer's technical specification of the Equipment (presented by the Buyer)

Annex No. 2: Seller's technical specification

a) Technical specification on the subject of performance (in the first table the Seller shall fill in the columns "Description and specifications of the offered Equipment" and "Meets YES / NO"; in the second table the Seller shall complete data to the evaluation sub-criterion „Technical merit of the performance offered“)

b) Seller's bid in respect of part which technically describes the device (the Seller shall present in its bid)

Annex No. 3: List of subcontractors who will receive more than 10% of the Price (the Seller shall present in its bid)

18.8 The Parties, manifesting their consent with the entire contents of this Contract, attach their signature hereunder.

In Prague on _____

In _____ on _____

For the Buyer: Fyzikální ústav AV ČR, v. v. i.

For the Seller: _____

prof. Jan Řídký, DrSc.
Director

(TO BE FILLED IN BY THE
SELLER)

Annex No. 1 – Buyer’s technical specification of the Equipment

The purpose of the contract is the purchase of modular laboratory measuring apparatus enabling fast and accurate measurements of physical properties of solid substances in a wide range of temperatures (minimum and essential range of temperatures is from 350 K down to 2 K + extension to low temperature of 0.4 K for selected measurements) and magnetic fields (minimum range of magnetic fields is from 0 to 14 Teslas) The important is the temperature stability (better than 0.25% at maximum field) and magnetic field homogeneity at the sample position (supposed better than 0.25% / cm in all field ranges).

The apparatus must allow measurements, in particular, of **heat capacity**, **electrical resistance and electric DC voltage** on the sample powered by the electric current (possibly an AC method, too) in the temperature range from 0.4 K to 350 K and the external mag. field from 0 to 14 T. In addition this universal measuring device must enable accurate measurement of the magnetic response material in the form of: (i) **alternating magnetic susceptibility** in the acoustic frequency range (in the temperature range 2 K- 350 K with a frequency range of an alternating magnetic field tuneable at least by 3 orders of magnitude) and (ii) **DC magnetization** in the temperature range 2 K-350 K and an external field from 0 to 14 T. The heat transport properties of the samples - **thermal conductivity** and **thermoelectric coefficient** (also sometimes referred to as the Seebeck effect) - must be measurable in the temperature range of at least from 2 K up to 350 K and the magnetic field from 0 to 14 T.

The design of the instrument should be sufficiently flexible in the sense that it allows both easy and rapid replacement of the sample and the implementation of other experimental characterization in a given range of temperatures and magnetic fields that are not explicitly listed above. The requirement of realization of custom designed experimental characterization methods is linked with the requirement of connecting of own measuring instruments and their programming via bus communication devices; namely the software of the device must provide the ability to connect additional measuring instruments via GPIB interface (or equivalent). Modular measuring instrument should allow a maximum degree of automation.

Due to the nature of the instrument one assumes the use of liquid helium (He) for cooling and generating a magnetic field. It is therefore necessary, in the context of maximizing economy of operation, to optimize the thermal shield of the cryostat, whilst simultaneously ensuring the possibility of recovery of evaporated He, therefore, the possibility of connecting the measuring device to an existing system of He recuperation in the Institute of Physics. Evaporation of liquid He should be minimized via sufficient thermal insulation and the use of a liquid nitrogen shield. The measuring equipment should allow the installation and operation in a standard laboratory (meaning temperature and humidity) using existing power lines that meet applicable standards.

Detailed specifications given in Annex No. 2 a).

Annex No. 2 a) – Technical specification on the subject of performance

Tab. 1: Description and specifications of the offered Equipment:

The subject of performance in accordance with Sec 46(4) of the Act includes the following components and meets the technical requirements:

Description and minimum specification of the Goods as defined by the Buyer	Description and specification of the Equipment offered by the Seller	Complies YES/NO
Measuring of AC magnetic susceptibility Temperature range 2-350 K Sensitivity 10^{-7} emu, frequency range tuneable at least of 3 orders within the frequency range 10^{-1} - 10^4 Hz
Measuring of DC magnetization Temperature range 2-350 K Sensitivity at least 10^{-6} emu, Applied magnetic field between 0-14 T
Measuring of specific heat Temperature range at least 0.4 – 350 K Applied magnetic field between 0-14 T Sensitivity at least 20 nJ/K at temperatures below liquid He, Possibility of individual programming of heating power and individual evaluation of acquired raw data.
Measuring of electrical resistivity and electric voltage Temperature range at least 0.4 – 350 K, Applied magnetic field between 0-14 T Range of measurable resistivity: 1 m Ω –1 M Ω , Minimum sensitivity of electric voltage detection: ~50 nV
Measuring of thermal conductivity λ Temperature range at least 0.4 – 350 K, Applied magnetic field between 0-14 T Absolute range of measurement at ambient temperature within roughly 10^0 - 10^1 Wm $^{-1}$ K $^{-1}$ for “standard” sample size corresponding to 10x2 x 2 mm, Dynamic range at least 20 in all temperature range, Measurement error better than 10% considering the dynamic factor, temperature detection sensitivity and radiation, i.e. reflecting the difficulties associated with measurement of extremely insulating and conducting materials (for λ at ambient temperature ≤ 0.25 Wm $^{-1}$ K $^{-1}$ or $\lambda \geq 250$ Wm $^{-1}$ K $^{-1}$), respectively.

<p>Measuring of thermoelectric power S Temperature range at least 0.4 – 350 K, Applied magnetic field between 0-14 T Sensitivity of thermoelectric voltage detection significantly better than 5 μV, Range of the measured thermoelectric voltages from $\sim 10^0 \mu\text{V}$ up to $\sim 10^3 \mu\text{VK}^{-1}$ Measurement error better than 10 % in all temperature range for absolute value S within the range $10^1\text{-}10^3 \mu\text{VK}^{-1}$ (For small absolute values of $S < 10 \mu\text{VK}^{-1}$ is the error of thermoelectric power measurement associated with sensitivity of the thermovoltage detection and the criterion of maximum error below 10% is not valid)</p>	<p>.....</p>	<p>.....</p>
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Bidders shall provide in their bid an unambiguous statement to all the above points of the technical specification, which will clearly indicate whether the offered equipment complies (or exceeds) the required parameters, or in which manner the offered equipment ensures the required functionality.

Tab. 2

Table of the evaluation sub-criterion „Technical merit of the performance offered“	
Description	Value
Homogeneity of the magnetic field within 5 cm around the sample centre
Residual field strength of the magnet at the position of the sample

Bidders shall complete numeric values (including units).

Annex No. 2 b) – The Seller’s bid in the extent it describes technical parameters of the Equipment

To be provided by the Seller / Bidder



Annex No. 3 - list of subcontractors who will receive more than 10% of the Price**Variant 1:**

No.	Name, seat, ID/Tax ID, tel./fax, e-mail, Commercial Registry registration details, authorized person	Definition of that part which the Seller shall provide via the subcontractor	% share on the performance
1			
2			
3			

Variant 2:

No subcontractors will be used to perform the subject of performance hereof, no subcontractors will receive more than 10% of the Price for the performance provided hereunder.