

# TENDER DOCUMENTATION

Pursuant to Section 44 of Act No. 137/2006 Coll., on Public Contracts

For processing a bid to an below-the-threshold public contract for supplies  
submitted in  
an *open procedure* called:

## HIGH CAPACITY ROUGHING PUMP SYSTEM

Project Name:

**ELI: "EXTREME LIGHT INFRASTRUCTURE"**

Reg. No. CZ.1.05/1.1.00/02.0061, Operational Program Research and  
Development for Innovation, Priority Axis I European Centers of Excellence, Area  
of Intervention 1.1. European Centers of Excellence

Contracting Authority:



## **TENDER DOCUMENTATION**

For processing a bid to a below-the-threshold public contract for supplies under Act No. 137/2006 Coll., on Public Contracts, as amended (hereinafter referred to as the "Act")

**Public Contract name:** High Capacity Roughing Pump System

**Contracting Authority:** Institute of Physics of the Czech Academy of Sciences,  
public research institution

**Registered office:** Na Slovance 2, 182 21 Prague 8  
**Company identification No.** 68378271  
**Tax identification No.** CZ68378271

**Person authorised to act on behalf of the Contracting Authority:** prof. Jan Řídký, DrSc., Director

Pursuant to Section 151 of the Act, the Contracting Authority shall be represented in exercising its rights and obligations in with the tender process by **OTIDEA a.s.**, company identification No. 27142442, registered office at Thámová 681/32, 186 00 Praha 8.

**Contact person:** Mgr. Zuzana Šenoldová  
**Phone:** +420 602 679 551  
**Email:** zuzana.senoldova@otidea.cz

### **1 SPECIFICATION OF SUBJECT MATTER OF PUBLIC CONTRACT**

#### **1.1 Description of Subject Matter of Public Contract**

The Contracting Authority, whose main activity is to conduct research and development in the physical sciences field – is the recipient of a grant for the project "ELI: Extreme Light Infrastructure" (hereinafter the "Project"). Part of realisation of the project is provision of vacuum chambers for experimental part of the project.

The Subject Matter of the public tender is a supply of such high capacity roughing pump system along with accessories.

The Subject Matter of the Public Contract for supplies includes a selection of a supplier that shall – based on a purchase contract supply performance as specified in **Annex 5 (Technical specification)** and **Annex 6 (Binding text of the purchase contract)** hereto.

The bidder shall be obliged to prepare the bid in accordance with all requirements of the Contracting Authority and in accordance with this Tender Documentation and all its Annexes.

#### **1.2 Public Contract performance term**

Expected performance term:

twelve months from the effectiveness of the Contract (see Art. 3 of the Contract attached hereto in Annex 6)

#### **1.3 Public Contract implementation place**

The place of delivery is specified in **Annex 6**.

#### **1.4 Expected value of the Public Contract**

Expected value:

**3.300.000,- CZK excluding VAT**

The expected value of the contract is also the maximum value of the public contract, which cannot be exceeded by the bidders. Should the bidder's bid price exceed the referred-to maximum value, then the bid shall be excluded for the reason of failing to meet the tender conditions.

The Subject Matter shall be funded from the Research and Development for Innovations Operational Programme (hereinafter referred to as "RDIOP") of the Priority Axis 1 (PO1).

#### **1.5 Classification of the subject matter**

Common Procurement Vocabulary (CPV):

42122500-5 Laboratory pumps and accessories

## **2 BID PROCESSING CONDITIONS AND REQUIREMENTS**

- 2.1 Bids shall be submitted in writing and in a properly sealed envelope marked - on its closing - with the company identification / name and a stamp or signature of the statutory body of the applicant or a person authorised to represent the applicant. The envelope must be labelled "**Do Not Open**" and include a name of the Public Contract "**High Capacity Roughing Pump System**". The envelope must further include an address to which notices pursuant to Section 71 (5) of the Act shall be sent.
- 2.2 Bids shall be submitted not later than on **2. 11. 2015 at 1:00 PM** at the following address: **OTIDEA a.s., Building METEOR C, Thámová 681/32, 180 00 Prague 8 - Karlín**). Bids may be delivered in any appropriate manner (by post, courier service, in person, etc.) at the address above on working days from 8:30 AM to 3:30 PM; by 1:00 PM only on the final day of the term. Any other delivery shall not be deemed proper submission of a bid.
- 2.3 The bid must include identification details of the applicant, in particular the following: commercial name of the company, registered office, ID No., person authorised to act on behalf of the applicant or a person authorised to represent the applicant, contact address for correspondence between the applicant and the Contracting Authority.
- 2.4 The bid must contain a draft contract signed by the person authorised to act on behalf of or in the capacity of the applicant. The bid must be written in Czech or English
- 2.5 All bid sheets shall be numbered in an ascending continuous series and put firmly together or stitched so that they are adequately secured against falling out of the bid. The bids shall be properly readable with no cancellation and overwriting.
- 2.6 The applicant shall be bound to the entire contents of the bid until 30. 4. 2016.
- 2.7 The applicant shall submit the bid in an original copy. In addition to this original copy, the Contracting Authority also recommends submitting a copy of the applicant's bid.
- 2.8 The Contracting Authority recommends submitting the bid in an electronic form on a CD, either in an MS Office or a compatible or .pdf format as well.

- 2.9 If the bid is submitted jointly by more applicants (joint bid), the applicant shall specify a person in the bid who shall be empowered to represent these applicants for communicating with the Contracting Authority during the tender procedure.
- 2.10 The Contracting Authority recommends to submit the bid in the following structure:
- a) **Bid cover note**  
The bid cover note shall include the following details: Public Contract name, basic identification details of the Contracting Authority and applicant (including persons empowered to be involved in further proceedings), bid price structured according to the Tender Documentation which will subject to evaluation, date and signature of the person authorised to act on behalf of the applicant. The applicant may use **Annex No. 1 hereto**.
  - b) **Table of contents**  
It must include all sections of the bid mentioned herein, structured as required, to which numbers of appropriate sheets or pages shall be assigned.
  - c) **General information on the applicant**  
Name of the applicant, legal form, registered office, Company identification No., Tax identification No., bank, names of company statutory body members incl. contact details (phone, fax, e-mail, address), person authorised to be involved in further proceedings (along his email contact which will be used to for communicating with the Contracting Authority during the tender procedure) including written authorisation to represent and company profile.
  - d) Documents demonstrating **qualification** meeting structured as mentioned in Article 3 hereof.
  - e) **Obligatory requirements** pursuant to Section 68 paragraph 3 of the Act:
    - a. List of those statutory bodies or members of the statutory body, who have been in employment, functional or similar relationship with the Contracting Authority within the period of the last 3 years directly prior to the date of bid submission in the form of a statutory declaration.
    - b. Current list of shareholders with equity share exceeding 10 %, if being a joint-stock company.
    - c. Declaration of the bidder (affidavit) to the effect that he has not and will not conclude a prohibited agreement within the meaning of Act No. 143/2001 Coll., on the protection of economic competition, as amended, in connection with this Public Contract.  
  
Bidders demonstrate meeting of the obligatory requirements by submitting an affidavit; bidders may use wording provided in **Annex 3** hereto.
  - f) **Bid price** structured as required under Article 5 of the Tender Documentation.
  - g) **Binding draft contract** signed by a person authorised to act on behalf of or in the capacity of the applicant where the applicant shall be obliged to use the draft contract wording mentioned in **Annex No. 6** hereto and to complete only those parts, which are explicitly specified by the Contracting Authority to be filled by the applicant with a yellow colour.

- h) **Answers** to the questions/directions stated in **Annex No. 7** pursuant to the Article 4.2. of the Tender Documentation. These answers shall be attached as Annex 2 to the Contract.
- 2.11 The applicant shall be authorised to require in writing additional information on these tender conditions in form of a written application addressed to the contact person. The Contracting Authority shall provide answers to properly asked questions in writing pursuant to Section 49 paragraph 2 and 3 of the Act.

### 3 QUALIFICATION OF SUPPLIERS

- 3.1 Qualification pursuant to Section 50 and subsequent provisions of the Act shall be met by a supplier that demonstrates meeting of the following:
- a) basic qualification criteria pursuant to Section 53 of the Act,  
(Bidders may use a pattern of affidavit attached hereto as **Annex No. 2**)
  - b) professional qualification criteria pursuant to Section 54 of the Act,
  - c) technical qualification criteria pursuant to Section 56 of the Act,
  - d) economic and financial ability to fulfil the contract.  
(Bidders may use a pattern of affidavit attached hereto as **Annex No. 4**)
- 3.2 **Qualification meeting demonstration time**  
The applicant shall be obliged to demonstrate that he meets the qualification in the bid submission term specified in paragraph 2.2 of the Tender Documentation.
- 3.3 **Basic qualification criteria**

3.3.1 Basic qualification criteria shall be met by a supplier:

- a) who has not been convicted of a crime committed for the benefit of an organized criminal group, the crime of participating in an organized criminal group, money laundering, complicity, graft, bribery, indirect bribery, fraud, credit fraud, including the preparation of, attempt at, or participation in such a crime, or whose conviction of such a crime has been deleted from the criminal record.

If the bidder is a legal entity, this requirement must be met by the legal entity as well as by its statutory body or by every member of its statutory body and, if the bidder's statutory body or a member of the bidder's statutory body is a legal entity, this requirement must be met by the legal entity as well as by its statutory body or by every member of its statutory body.

If the bid is submitted by a foreign legal entity through its organizational unit, this requirement must be met, in addition to the above persons and entities, also by the head of the organizational unit.

Foreign bidder must meet this basic qualification requirement both in relation to the Czech Republic and in relation to the country of the bidder's registered office, place of business or residence;

- b) who has not been convicted of a crime the elements of which are related to the bidder's line of business as defined in special legislation, or whose conviction of such a crime has been deleted from the criminal record.

If the bidder is a legal entity, this requirement must be met by the legal entity as well as by its statutory body or by every member of its statutory body and, if the bidder's statutory body or a member of the bidder's statutory body is a legal entity,



this requirement must be met by the legal entity as well as by its statutory body or by every member of its statutory body.

If the bid is submitted by a foreign legal entity through its organizational unit, this requirement must be met, in addition to the above persons and entities, also by the head of the organizational unit.

Foreign bidder must meet this basic qualification requirement both in relation to the Czech Republic and in relation to the country of the bidder's registered office, place of business or residence;

- c) whose assets are not or were not, in the past three years, the subject of insolvency proceedings in which a bankruptcy order was issued or in which an insolvency petition was rejected because of insufficiency of assets to cover the costs of insolvency proceedings or in which the bankruptcy was cancelled because of deficiency of assets or in which receivership was instituted according to special legislation;
- d) whose assets are not or were not, in the past three years, the subject of insolvency proceedings in which a bankruptcy order was issued or in which an insolvency petition was rejected because of insufficiency of assets to cover the costs of insolvency proceedings or in which the bankruptcy was cancelled because of deficiency of assets or in which receivership was instituted according to special legislation;
- e) who is not in liquidation;
- f) who has no tax debts registered in the Czech Republic and in the country of the bidder's registered office, place of business or residence;
- g) who is not in arrears with public health insurance contributions and with any penalties for non-payment of such contributions, both in the Czech Republic and in the country of the bidder's registered office, place of business or residence;
- h) who is not in arrears with social security contributions and with any penalties for non-payment of such contributions or with contributions payable under the national employment policy both in the Czech Republic and in the country of the bidder's registered office, place of business or residence;
- i) *(Intentionally omitted)*
- j) who is not listed in the register of persons and entities banned from public contracts or in the register of persons and entities banned from contracts;
- k) who has not been fined for facilitating illegal work in terms of special legislation in the past three years.

3.3.2 According to Section 62, paragraph 2 of the Act, the bidder may prove meeting the basic qualification in the form of an affidavit explicitly confirming that the bidder meets all requested basic qualification requirements. Bidders may use an affidavit attached hereto as **Annex No. 2 a)**. The document shall not be older than 90 days as of the bid submission date pursuant to Sec. 57 (2) of the Act.

### 3.4 Professional qualification criteria

Professional qualification criteria shall be met by a supplier:

- a) that shall submit an extract from the Commercial Register if it is enrolled thereon or an extract from any other similar register if enrolled thereon, not older than 90 days as of the qualification demonstration, i.e. bid submission date.

### 3.5 Technical qualification criteria

Technical qualification criteria shall be met by a supplier submitting the following:

- a) as per Sec. 56 (1) (a): a list of at least 1 important delivery provided by the supplier in the past 3 years, specifying its subject and delivery date; the list must, as an annex, include the following:

1. a letter of reference from a public contracting authority, if the delivery has been provided to a public contracting authority, or
2. a letter of reference from another entity, if the delivery has been provided to an entity other than a public contracting authority, or
3. a contract with the entity referred to in item 2 above and a certificate of completion, if the bidder cannot obtain the letter of reference required in item 2 above for reasons on the part of the entity.

Specifications of important deliveries:

- An Important delivery shall consist in a delivery of one roughing pump (or roughing pump system), which has a pumping speed of more than 3000 m<sup>3</sup>/hr at 1 mbar input pressure.

The Letter of reference must include (i) name of the reference entity, (ii) specification of the provided delivery, (iii) date of provision.

- 3.6 Bidder may use a pattern of affidavit attached hereto as **Annex No. 2 b)** to meet the requirement for the above mentioned list of important deliveries.
- 3.7 The supplier shall submit copies of documents demonstrating qualification meeting unless expressly stipulated otherwise herein. Documents demonstrating that qualification criteria have been met and that are in other than Czech, Slovak or English language must be officially translated into Czech or English.
- 3.8 The applicant shall be authorised under provisions of Section 127 paragraph 1 of Act No. 137/2006 Coll. on Public Contracts – by submitting an extract from the List of Qualified Suppliers – to fully replace the demonstration of meeting basic qualification criteria pursuant to Section 53 paragraph 1 art. a) through j) and professional qualification criteria pursuant to Section 54 of the Act to such extent to which the documents demonstrating meeting these professional qualification criteria cover the Contracting Authority's requirements for their demonstration. The extract from the List of Qualified Suppliers must not be older than 3 months pursuant to Section 127 paragraph 4 of the Act.
- 3.9 If the qualification pursuant to Section 50 (1) (b) and (d) of the Act is demonstrated through a subcontractor, the supplier shall be obliged to provide the Contracting Authority with the following documents:
- A document by which the subcontractor shall demonstrate meeting of the basic qualification criteria pursuant to Section 53 paragraph 1 subparagraph j), i.e. statutory declaration stating that the subcontractor is not included in the register of persons not allowed to be involved in public contracts.
  - A document by which the subcontractor shall demonstrate meeting of the professional qualification criteria pursuant to Section 54 subparagraph a), i.e. Certificate of Incorporation not older than 90 days from the bid submission date.
  - A contract concluded with the subcontractor demonstrating the subcontractor's obligation to provide specific performance intended for performance of the Public Contract by the supplier or provision of items or rights with which the supplier shall be authorised to dispose in performing the Public Contract, to a minimum extent to which the subcontractor has demonstrated qualification meeting.

However, the supplier shall not be authorised to demonstrate qualification meeting pursuant to Section 53 and Section 54 subparagraph a) through the subcontractor.

- 3.10 Should the Subject Matter of the Public Contract be performed jointly by a number of suppliers and they submit a joint bid for this purpose, each of the suppliers shall be obliged to demonstrate meeting of the basic qualification criteria pursuant to Section 53 of the Act and professional qualification criteria pursuant to Section 54 subparagraph a) to the full extent. The suppliers shall also be obliged to submit a contract including an obligation that all of these suppliers shall be bound jointly and severally towards the Contracting Authority and third parties arisen from any legal relationship in connection with this Public Contract, which shall apply throughout the Public Contract performance.

**3.11 Qualification demonstration of foreign persons**

Unless otherwise provided by a special legal regulation, a foreign supplier shall demonstrate qualification meeting in a manner specified by the law applicable in the country of its registered office, place of business or residence, which shall apply to the extent required by such law and the Contracting Authority. If a particular document is not issued under the law applicable in the country of the registered office, place of business or residence of the foreign supplier, the foreign supplier shall be obliged to demonstrate meeting of such part of the qualification in form of a statutory declaration (affidavit). If an obligation the meeting of which is to be demonstrated within the qualification is not defined in the country of the registered office, place of business or residence of the foreign supplier, the foreign supplier shall provide a statutory declaration in respect of such fact.

Documents demonstrating qualification meeting shall be submitted by the foreign supplier in the original language, accompanied by their official translation into Czech or English, unless otherwise provided by the Contracting Authority in this Tender Documentation or an international contract by which the Czech Republic is bound; this shall also apply should qualification meeting be demonstrated by documents in other than Czech language by a supplier with a registered office, place of business or residence in the territory of the Czech Republic. The Contracting Authority allows for this Public Contract that the applicant may also submit qualification meeting documents in English,; that means that the applicant does not need to submit official translation into Czech for qualification meeting documents submitted in English.

**3.12 Consequence of failing to meet the qualification**

A supplier failing to meet the qualification criteria to the required extent or failing to perform the obligation laid down in Section 58 of the Act shall be excluded by the Contracting Authority from the tender process.

## **4 TECHNICAL CONDITIONS**

- 4.1 The Subject Matter (the offered technical solution) of the Public Contract must meet all requirements specified in this Tender Documentation and all its Annexes.
- 4.2 Bidders shall provide answers to questions/directions stated in Annex No. 7 attached hereto. The Contracting Authority shall use this document to verify whether its requirements stated in **Annex 5 (Technical specification)** are fulfilled.

## **5 BID PRICE PROCESSING MANNER**



- 5.1 The applicant shall be obliged to give the total bid price in the following structure: price in EUR net of VAT and total bid price in EUR including VAT. *(stating a bid price in EUR including VAT is not applicable for foreign bidders)*. The same amount shall be stated in the Cover Bid Note.
- 5.2 The bid price shall be a fixed and binding maximum permissible price including all fees and any other costs connected with performing the Public Contract. The bid price must also include any costs not explicitly specified but about which the bidder knew or should and could have known considering its professional knowledge, exercising all professional care.
- 5.3 The price may only be modified in connection with any changes to tax regulations regarding the VAT.
- 5.4 If the bid price exceed the maximum allowed price, the bid will be eliminated by the evaluation commission and the bidder will be excluded from the tender procedure by the contracting authority **(see art. 1.4 above)**.

## 6 PAYMENT CONDITIONS

- 6.1 Payment conditions are specified in the draft contract that is an integral part of this Tender Documentation in a form of **Annex No. 6**.

## 7 EVALUATION CRITERIA

- 7.1 Bids shall be evaluated pursuant to Section 78 (1) (a) of the Act based on the economic merit of bid.
- 7.2 Bid evaluation will take into consideration the partial evaluation criteria and their respective weights, using a point system on a scale from 1 to 100 points.

Each of the bids shall be awarded a point score, according to individual partial criteria, reflecting its success within that partial criterion.

- 7.3 Partial evaluation criteria are:

|                          |  |
|--------------------------|--|
| <b>a) Bid Price</b>      | <b>weight of partial criterion: 75 %</b> |
| <b>b) Pump Down Time</b> | <b>weight of partial criterion: 25 %</b> |

### **a) Bid Price**

The contracting authority evaluates the total bid price in EUR excluding VAT. The bid price shall be given in a structure stated in art. 5 hereto. The cost evaluation parameter is calculated in accordance with the ratio between the lowest proposed bid and the evaluated bid in question. Weight of this partial criterion is 75 % and a maximum of possibly gained number of points is 75 within this criterion. The Contracting Authority compares values of this partial criteria offered by each applicant with the value of applicant who offered the most suitable value among all bids within this partial criterion.

Within this partial criterion the points shall be awarded accordingly:

$$\text{Number of points (Bid Price)} = \left( \frac{\text{Bid Price of Most Suitable Bid}}{\text{Bid Price Evaluated Bid}} \times 75 \right)$$

The most suitable bid within this partial criterion is the one with the lowest bid price.

#### **b) Pump Down Time**

The Contracting Authority evaluates the pump down time for the vacuum chamber, the pump down time will be simulated by VacTran software version 3.47 available from [www.vactran.com](http://www.vactran.com).

The Contracting Authority will use the answers to questions/directions stated in Annex No. 7 attached hereto to calculate the pump down time.

The specifications of the simulations are:

- initial pressure = 1000 mbar,
- final pressure = 0.09 mbar,
- volume of chamber = 45 m<sup>3</sup>,
- pipe inner diameter = 261 mm,
- pipe length = 40 m,
- mitered elbows in the pipe = 8,
- total conductance volume of pipe and elbows = 2.33 m<sup>3</sup>. This conductance volume will be included in the simulation.
- number of calculation increments in the simulation = 100,
- outgassing and leakages will not be considered in the simulation.

Within this partial criterion the points shall be awarded accordingly:

$$\begin{aligned} &\text{Number of points (Pump Down Time)} \\ &= \left( \frac{\text{Pump Down Time of Most Suitable Bid}}{\text{Pump Down Time of Evaluated Bid}} \times 25 \right) \end{aligned}$$

The most suitable bid within this partial criterion is the one with the lowest pump down time.

- 7.4 Applicant shall state maximally concrete information to partial criterion for the purpose of evaluating bids. Data stated for the purpose of evaluating bids are binding also with respect to subsequent performance of the Tender incorporated to the contract. Bidder shall fill in the Bid Cover Note table which contains the list of certain evaluation subcriteria (the pattern is attached hereto).
- 7.5 Total number of points assigned by the evaluation commission will be created as a sum of both above stated partial evaluation criteria (i.e. number of points gained within the each partial evaluation criterion). The evaluating commission determines the final placing by arranging bids based on total number of points assigned. The more points assigned, the better final placing.
- 7.6 The applicant shall not be authorised to make the bid subject to any conditions. Any conditions or provision of several different values in the bid in parts that are

subject to the evaluation shall constitute a reason to eliminate the bid and exclude the applicant from the tender process. The Contracting Authority shall similarly proceed in case the condition value, subject to evaluation, is given in any other value or form than required by the Contracting Authority.

- 7.1 In case of equality of the gained total point evaluation, the number of points within the partial evaluation criteria will be decisive in this order: a) Bid price b) Pump down time.

## 8 OTHER REQUIREMENTS

- 8.1 The bidder shall be obliged to specify in its bid parts of the Public Contract he intends to assign to one or more subcontractors and provide identification details of all these subcontractors.
- 8.2 The Contracting Authority shall reserve the right to verify the information provided by the applicant with third parties and the applicant shall be obliged to provide the Contracting Authority with assistance in this regard.
- 8.3 The Contracting Authority shall not allow alternative bids.

## 9 BUSINESS CONDITIONS

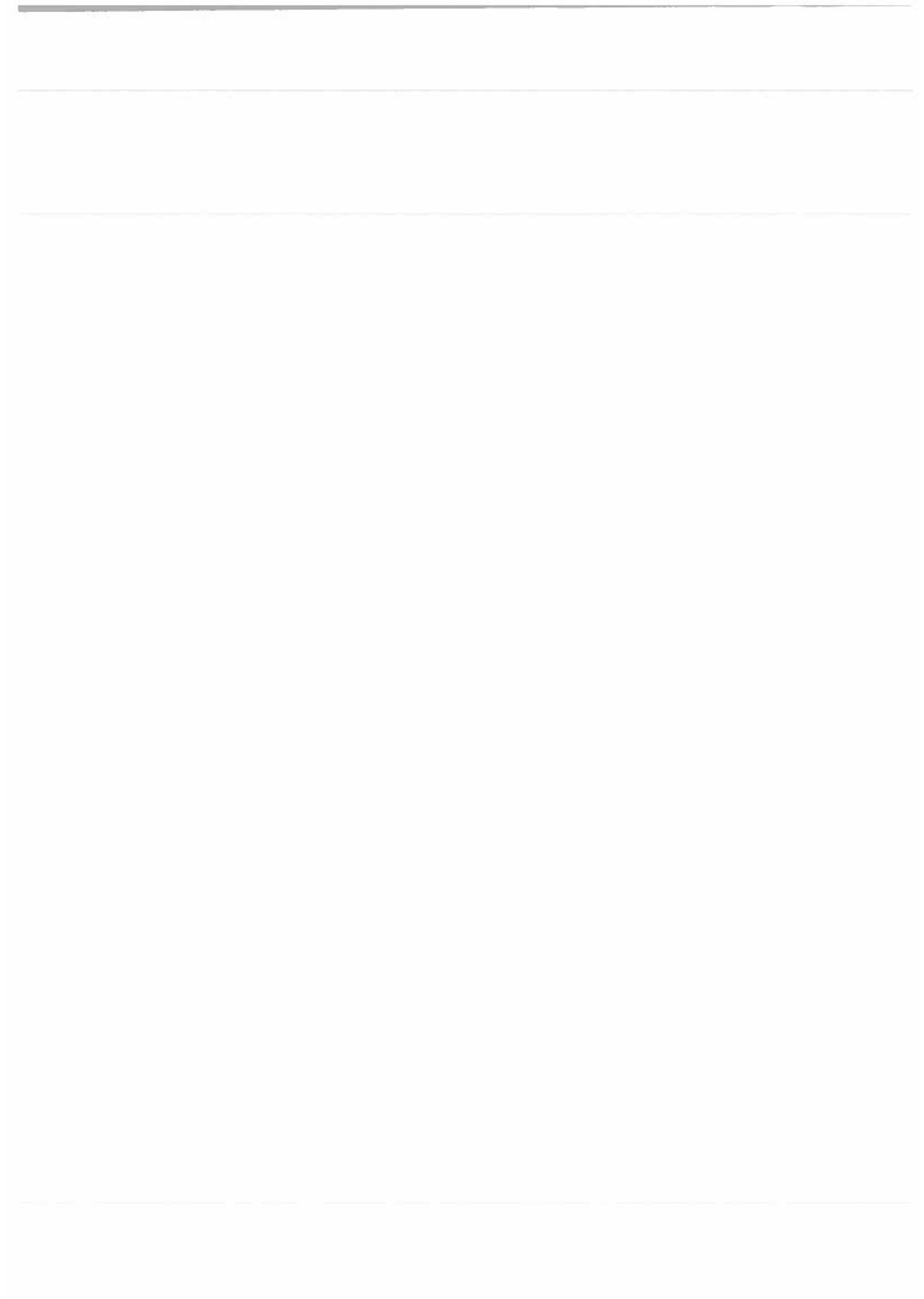
- 9.1 The applicant shall be obliged, without any reservations, to accept the binding draft contract in form of **Annex No. 6** hereof. **Applicant shall only fill in that parts of the binding draft contract that are highlighted in yellow colour. Any other amendments to the given wording will cause an exclusion of the applicant from the tender procedure.**
- 9.2 The draft contract must be signed by the applicant by a responsible person or a person empowered or authorised thereto. In such a case, the original copy or a certified copy of the authority or authorisation must be included in the bid. **Otherwise the bid will be eliminated from the tender procedure.**

## 10 OPENING ENVELOPES WITH BIDS

- 10.1 Envelopes shall be opened on **2. 11. 2015 at 1:00 PM** at the seat of OTIDEA a.s. at **Building METEOR C, Thámová 681/32, 186 00 Praha 8 - Karlín.**
- 10.2 Representatives of all applicants who have submitted their bids in the bid submission term (not more than two persons per one applicant) shall be authorised to take part in the envelopes opening (however, not the subsequent reviewing and evaluation of the bids). For envelopes opening, representatives of the applicants shall identify themselves by a Power of Attorney issued by the person authorised to act on behalf of the applicant.

### LIST OF ANNEXES:

- 1) Bid Cover Note (*to be completed, signed and returned with the bid*)
- 2)
- a) Affidavit – Basic Qualification (*to be completed, signed and returned with the bid*)
- b) Affidavit – Technical Qualification (*to be completed, signed and returned with the bid*)



- 3) Affidavit pursuant to Sec 68 (3) of the Act *(to be completed, signed and returned with the bid)*
- 4) Affidavit affirming economic and financial capacity *(to be completed, signed and returned with the bid)*
- 5) Technical Specifications
- 6) Binding Text of the Contract *(to be completed, signed and returned with the bid)*
- 7) List of Questions *(to be completed, signed and returned with the bid)*

**On behalf of the Contracting Authority:**

On ..... - 8 - 10 - 2015

.....  
prof. Jan Řídký, DrSc., Director





**Annex No. 1**

## Bid Cover Note

**BASIC DATA:**

**Public Tender Title:** High Capacity Roughing Pump System

**Order party:** Institute of Physics of the Czech Academy of Sciences, public research institution

**Registered office:** Na Slovance 2, 182 21 Prague 8

**Id. No.:** CZ68378271

**Person authorized**

**to represent the order party:** prof. Jan Řídký, DrSc., Director

**Tenderer:**

**Registered office:**

**Id. No.:**

**Tax Id. No.:**

**Person authorized**

**to represent the bidder:**

**Bank:**

**Contact person:**

**Contact address:**

**Tel:**

**E-mail of the contact person:**

**Data relevant for purposes of evaluation:**

**Total bid price in EUR excluding VAT:**

**Total bid price in EUR including VAT:**

**Data for pumping speed:**

*(in order for calculation of pump down time pursuant to Sec. 7.3 (b) hereto)*

| Input pressure (mbar) | Pumping speed (m <sup>3</sup> /hr) |
|-----------------------|------------------------------------|
| 1000                  |                                    |
| 800                   |                                    |
| 650                   |                                    |
| 500                   |                                    |
| 400                   |                                    |
| 300                   |                                    |
| 250                   |                                    |
| 200                   |                                    |
| 150                   |                                    |
| 100                   |                                    |
| 80                    |                                    |

|      |       |
|------|-------|
| 65   | ..... |
| 50   | ..... |
| 40   | ..... |
| 30   | ..... |
| 25   | ..... |
| 20   | ..... |
| 15   | ..... |
| 10   | ..... |
| 8    | ..... |
| 6.5  | ..... |
| 5    | ..... |
| 4    | ..... |
| 3    | ..... |
| 2.5  | ..... |
| 2    | ..... |
| 1.5  | ..... |
| 1    | ..... |
| 0.8  | ..... |
| 0.65 | ..... |
| 0.5  | ..... |
| 0.4  | ..... |
| 0.3  | ..... |
| 0.25 | ..... |
| 0.2  | ..... |
| 0.15 | ..... |
| 0.1  | ..... |
| 0.09 | ..... |

The diameter and kind of input flange to the high capacity roughing pump system:

.....

.....  
(Business name of the applicant, name and signature of the person authorized to represent the bidder - to be completed by the applicant)

**Annex No. 2 a)**

## Affidavit – Basic Qualification

pursuant to Act No. 137/2006 Coll., on public contracts, as amended (hereinafter the "Act")

|  |   |
|--|---|
| <b>Public Tender Title:</b>                    | <b>High Capacity Roughing Pump System</b> |
| <b>Bidder's business name incl. legal form</b> | .....                                     |
| <b>Seat / place of business</b>                | .....                                     |
| <b>ID</b>                                      | .....                                     |
| <b>Authorized representative</b>               | .....                                     |

I hereby confirm that:

Section 53, paragraph 1 (a)

- bidder and every member of its statutory body have not been convicted of a crime committed for the benefit of an organized criminal group, the crime of participating in an organized criminal group, money laundering, complicity, graft, bribery, indirect bribery, fraud, credit fraud, including the preparation of, attempt at, or participation in such a crime, or whose conviction of such a crime has been deleted from the criminal record; both in relation to the Czech Republic and in relation to the country of the bidder's registered office, place of business or residence;

Section 53, paragraph 1 (b)

- bidder and every member of its statutory body have not been convicted of a crime the elements of which are related to the bidder's line of business as defined in special legislation, or whose conviction of such a crime has been deleted from the criminal record; both in relation to the Czech Republic and in relation to the country of the bidder's registered office, place of business or residence;

Section 53, paragraph 1 (c)

- the bidder has not engaged in conduct constituting unfair competition through bribery in under special legislation;

Section 53, paragraph 1 (d)

- the bidder's assets are not or were not, in the past three years, the subject of insolvency proceedings in which a bankruptcy order was issued or in which an insolvency petition was rejected because of insufficiency of assets to cover the costs of insolvency proceedings or in which the bankruptcy was cancelled because of deficiency of assets or in which receivership was instituted according to special legislation;

Section 53, paragraph 1 (e) - the bidder is not in liquidation;

Section 53, paragraph 1 (f)

- the supplier has no tax arrears in the excise tax records both in the Czech Republic and in the country of its registered office, place of business or residence,

Section 53, paragraph 1 (g)

- the bidder is not in arrears with public health insurance contributions and with any penalties for non-payment of such contributions, both in the Czech Republic and in the country of its registered office, place of business or residence;

Section 53, paragraph 1 (h)

- the bidder is not in arrears with social security contributions and with any penalties for non-payment of such contributions or with contributions payable under the national employment policy both in the Czech Republic and in the country of the bidder's registered office, place of business or residence;

Section 53, paragraph 1 (j)

- the bidder is not listed in the register of persons and entities banned from public contracts;

Section 53, paragraph 1 (k)

- the bidder has not been fined in the past three years for facilitating illegal work in terms of Section 5 (e) (3) of Act No. 435/2004 concerning employment.

In .....on.....

.....  
(Business name of the applicant, name and signature of the person authorized to represent the bidder - to be completed by the applicant)



**Annex No. 2 b)**

## Affidavit – Technical Qualification

pursuant to Act No. 137/2006 Coll., on public contracts, as amended (hereinafter the "Act")

|  |   |
|--|---|
| <b>Public Tender Title:</b>                    | <b>High Capacity Roughing Pump System</b> |
| <b>Bidder's business name Incl. legal form</b> | .....                                     |
| <b>Seat / place of business</b>                | .....                                     |
| <b>ID</b>                                      | .....                                     |
| <b>Authorized representative</b>               | .....                                     |

**List of the important deliveries:**

| <b>Name of Client/<br/>Ordering Party</b> | <b>Name of Provider</b> | <b>Time of<br/>Realization</b> | <b>Subject Matter</b> |
|---|-------------------------|--------------------------------|-----------------------|
| .....                                     | .....                   | .....                          | .....                 |
| .....                                     | .....                   | .....                          | .....                 |
| .....                                     | .....                   | .....                          | .....                 |

I as a person authorized to act on behalf of the Bidder hereby solemnly declare that we have realized the above mentioned deliveries within the last three years.

In ..... On .....

.....  
(Business name of the applicant, name and signature of the person authorized to represent the bidder - to be completed by the applicant)

## Annex No. 3

# Affidavit pursuant to Sec 68 (3) of the Act

made pursuant to Act No. 137/2006 Coll., on Public Contracts, as amended (hereinafter the "Act")

|  |   |
|--|---|
| <b>Public Tender Title:</b>                    | <b>High Capacity Roughing Pump System</b> |
| <b>Bidder's business name incl. legal form</b> | .....                                     |
| <b>Seat / place of business</b>                | .....                                     |
| <b>ID</b>                                      | .....                                     |
| <b>Authorized representative</b>               | .....                                     |

- 1) Here below, pursuant to Sec. 68(3)(a) of the Act, we present the List of those statutory bodies or members of the statutory body, who have been in employment, functional or similar relationship with the Contracting Authority within the period of the last 3 years directly prior to the date of bid submission:

*(Bidders to fill in names, last names and dates of birth of such persons)*

| Name | Date of birth |
|------|---------------|
|      |               |
|      |               |
|      |               |

**OR**

We hereby solemnly declare that none of the statutory officers or members of management of the bidder had been, in the last three years prior to the date of submission of our bid, in employment, functional, contractual or other relationship with the Contracting Authority.

*(Delete as appropriate)*

- 2) Here below, pursuant to Sec 68(3)(b) of the Act, we present the list of shareholders whose total nominal value of shares owned exceed 10 % of the registered capital, valid as of the date of submission of the bid:

*(Bidders who operate as joint-stock companies shall include such list)*

*If the bidder is not a joint-stock company:*

We hereby solemnly declare that we are not a joint-stock company and therefore we cannot present the list of shareholders.

*(Delete as appropriate)*

- 3) We hereby solemnly declare, pursuant to Sec 68(3)(c) of the Act, that the bidder has not and will not conclude any contract prohibited pursuant to Act No. 143/2001 Coll., on the protection of economic completion, as amended, in connection with the present public contract..

In ..... On .....

.....  
(Business name of the applicant, name and  
signature of the person authorized to  
represent the bidder - to be completed by the  
applicant)

**Annex No. 4**

## Affidavit affirming economic and financial capacity

Pursuant to Sec. 50 (1) (c) of Act No. 137/2006 Coll., on Public Contracts, as amended (hereinafter the "Act")

|  |   |
|--|---|
| <b>Public Contract Title:</b>                  | <b>High Capacity Roughing Pump System</b> |
| <b>Bidder's business name incl. legal form</b> | .....                                     |
| <b>Seat / place of business</b>                | .....                                     |
| <b>ID</b>                                      | .....                                     |
| <b>Authorized representative</b>               | .....                                     |

I, the undersigned, in the capacity of the person who is authorized to act on behalf of the bidder and sign in his name, hereby solemnly declare that we, as the bidder, are pursuant to Sec. 50(1)(c) of the Act, are economically and financially capable to provide performance as required under this public contract for **High Capacity Roughing Pump System**.

In ..... On .....

.....  
*(Business name of the applicant, name and signature of the person authorized to represent the bidder - to be completed by the applicant)*

**Annex No. 5**

**Technical Specification**

*(attached in a separate annex)*

**Annex No. 6**

**Binding Text of the Contract**

*(attached in a separate annex)*

**Annex No. 7**

**List of Questions**

*(attached in a separate annex)*





## Annex No.5 Technical Specification

|   |                              |                  |              |
|---|------------------------------|------------------|--------------|
| Confidentiality Level                                   | SE - Restricted individually | TC ID / Revision | 00116518 / D |
| <b><i>Requirements Specification Document (RSD)</i></b> |                              |                  |              |
| <b><i>High capacity roughing pump system</i></b>        |                              |                  |              |

## Table of Content

|   |   |
|---|---|
| 1. TECHNICAL DOCUMENTATION.....                   | 3 |
| 1.1. Roughing pumps .....                         | 3 |
| 1.1.1. General Description.....                   | 3 |
| 1.1.2. Operational Conditions .....               | 3 |
| 1.1.3. Scope of Delivery.....                     | 3 |
| 1.1.4. International Standards.....               | 4 |
| 1.1.5. Maintenance .....                          | 4 |
| 1.1.6. Product Specific Quality Requirements..... | 4 |
| 1.1.7. Technical specifications .....             | 4 |
| 1.1.8. Other required hardware .....              | 5 |
| 1.1.9. Pump Control .....                         | 6 |

# 1. TECHNICAL DOCUMENTATION

## 1.1. Roughing pumps

### 1.1.1. General Description

High capacity roughing pump system and accessories are required for fast pump down of the very large vacuum chamber dedicated to the plasma physics experiments, located in experimental hall E3 of the ELI Beamlines facility. The vacuum chamber will have an approximate volume of 45 m<sup>3</sup> and will weigh in excess of 20 tons. Such high capacity roughing pump system will be used for pumping the chamber from atmospheric pressure to a nominal roughing pressure of 0.09 mbar. It is not required that the pump system be designed to pump reactive or corrosive gases.

### 1.1.2. Operational Conditions

REQ-009988/A

The high capacity roughing pump system shall be able to operate under the following conditions:

- temperature of  $20 \pm 5$  ° C,
- humidity of 40-80%,
- Operation of the roughing pump system will be intermittent (0.5 hour operational followed by 0.5 hour shutdown).

### 1.1.3. Scope of Delivery

REQ-009989/A

The roughing pump system shall consist of dry single or dry multistage pumps. The following shall be supplied:

- **One** high capacity roughing pump system according to the technical specifications described below.
- The mounting frame and noise reduction systems as per the technical specifications described below.
- The vacuum connectors needed to connect individual pumps within the high capacity roughing pump system.
- A portable control unit for providing basic control (start, stop) of the high capacity roughing pump system (required only if the controller is not included in the pump chassis).
- Any required cabling for the pump and the controller (except for the power cables).
- If a frequency converter is required to operate the pump at the desired speed, then the supplier shall provide this converter.

### 1.1.4. International Standards

REQ-009990/A

Delivered high capacity roughing pump system shall conform to the following standards:

ISO 1609: 1986 - Vacuum technology - Flange dimension;

ISO 2861: 2013 - Vacuum technology - Dimensions of Clamped - type quick-release couplings.

### 1.1.5. Maintenance

REQ-009991/A

Preventive maintenance procedure shall be described in the manual.

### 1.1.6. Product Specific Quality Requirements

REQ-010826/A

The supplier shall provide to the Contracting Authority Product User Manual(s) which describes the following:

- handling,
- storage,
- installation,
- safe operation and maintenance procedures.

REQ-010827/A

The supplier shall supply Declaration of Conformity for each product type.

### 1.1.7. Technical specifications

REQ-009992/A

The high capacity roughing pump system shall be new (refurbishment is not allowed).

REQ-009993/A

All the individual pumps of the high capacity roughing pump system shall be dry, i.e., there shall be no possibility of oil or lubricant getting to the vacuum chamber.

REQ-009994/A

The pumping speed of the high capacity roughing pump system shall be greater than 5000 m<sup>3</sup>/hr at a pressure of 1 mbar, greater than 3000 m<sup>3</sup>/hr at a pressure of 10 mbar, greater than 1000 m<sup>3</sup>/hr at a pressure of 100 mbar and greater than 850 m<sup>3</sup>/hr at 1 bar.



REQ-009995/A

The pump system shall be able to reach an ultimate pressure of at least  $10^{-3}$  mbar.

REQ-009996/A

The pump system shall use 3 phase, 400 V/50 Hz power supply.

REQ-009997/A

The pump system shall be able to be cooled using water at 16-20 °C.

REQ-009998/A

The pump system shall be able to withstand a loss of power and not be damaged.

REQ-009999/A

The input flange on pump system shall be greater than or equal to DN 160 in diameter. The flange shall have ISO-F or ISO-K standard.

REQ-010000/A

The pump system shall have a purge gas connection.

REQ-010001/A

The maximum size of the pump system including the frame shall be 1.8 m x 2 m x 2.3 m (high). Each individual component in the pump system including the frame shall be able to transport through a corridor less than 1.5 m in width and 2 m in height.

REQ-010002/A

The frame of the pump system shall have castors and/or adjustable feet and housing according to catalog.

REQ-010003/A

The seller shall provide silencer to reduce the noise level.

REQ-010821/A

The pumps shall not be excluded from installation into areas with ionizing radiation and EMP.

### 1.1.8. Other required hardware

REQ-010004/A

The following hardware shall be included with the pump system:

- Sieve at the input for preventing coarse dirt from entering the pump. It must not reduce the pumping speed by more than 10% and the size of the gaps must not be greater than 5 mm. Any hardware required to mount the sieve should be included as well.
- Necessary connectors to connect the coolant, including pressure regulator and filter.

### 1.1.9. Pump Control

REQ-010005/A

A controller (or multiple controllers) shall be included for the pump system.

REQ-010006/A

The controller interface shall provide at least the following functionalities:

1. The pump system shall be turned off if there is no active signal being sent to the controller.
2. The frequency (and hence the speed) of the pumps shall be controllable by external inputs to the control system.
3. The control system shall be able to relay out the diagnostic status of the pumps.
4. The controllers shall have an ethernet or serial (for e.g., RS 232) interface for remote communication and digital I/O interface.

## PURCHASE CONTRACT

This purchase contract ("Contract") was concluded pursuant to section 2079 *et seq.* of the act no. 89/2012 Coll., Civil Code ("Civil Code"), on the day, month and year stated below by and between:

- (1) **Institute of Physics of the Academy of Sciences of the Czech Republic, a public research institution,**

with its registered office at: Na Slovance 2, Praha 8, PSČ: 182 21,

registration no.: 68378271,

represented by: prof. Jan Řídký, DrSc. – director

("Buyer"); and

- (2) \_\_\_\_\_,

with its registered office at: \_\_\_\_\_,

registration no.: \_\_\_\_\_,

represented by: \_\_\_\_\_

("Seller").

(The Buyer and the Seller are hereinafter jointly referred to as "**Parties**" and individually as "**Party**".)

### WHEREAS

- (A) The Buyer is a public contracting authority and the beneficiary of a grant of the Ministry of Education, Youth and Sports of the Czech Republic for a project „*ELI: Extreme Light Infrastructure*“, registration number CZ.1.05/1.1.00/02.0061 ("**Project**"), within the Operational Programme Research and Development for Innovations, priority axis 1, objective 1.1 European Centers for Excellence.
- (B) For the successful realization of the Project it is necessary to purchase the Object of Purchase (as defined below) in accordance with the act no. 137/2006 Coll., on public procurement, and Rules for the Selection of Suppliers within the Operational Programme Research and Development for Innovations.
- (C) The Seller wishes to provide the Object of Purchase to the Buyer for consideration.
- (D) The Seller's bid for the public procurement entitled "*High capacity roughing pump system*", which was published in the Journal of Public Procurement under the registration number 401374 and whose purpose was to procure the Object of Purchase ("**Public Procurement**"), was selected by the Buyer as the most suitable.

**IT WAS AGREED AS FOLLOWS:**

## 1. BASIC PROVISIONS

- 1.1 Under this Contract the Seller shall hand over to the Buyer a high capacity roughing pump system and accessories, which shall meet requirements listed in Annex 1 (*Technical Specification*) to this Contract (“**Object of Purchase**”) and shall transfer to the Buyer ownership right to the Object of Purchase, and the Buyer shall take over the Object of Purchase and shall pay the Seller the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.
- 1.2 Under this Contract the Seller shall also carry out following activities (“**Related Activities**”):
- a) to transport the Object of Purchase to the place of delivery;
  - b) to verify that the Object of Purchase meets all requirements stipulated in this Contract and adjust the Object of Purchase in the place of delivery, if necessary;
  - c) to elaborate and hand over to the Buyer operational, installation and maintenance manuals of the Object of Purchase and other documents that are necessary for the proper takeover and use of the Object of Purchase in English language in electronic form in the extent specified in Annex 1 (*Technical Specification*);
  - d) to handover the declaration of conformity of the Object of Purchase with the approved standards, if there are any;
  - e) to elaborate a list of particular items of the Object of Purchase for the purposes of control.
- 1.3 The Seller promises to the Buyer that if for the fulfillment of the requirements of the Buyer under this Contract or the proper operation of the Object of Purchase are necessary other deliveries and activities not mentioned in this Contract, the Seller shall procure such deliveries or shall carry out such activities at its own expense without any effect on the Purchase Price.

## 2. THE PLACE OF DELIVERY

- 2.1 The place of delivery is the following address: ELI-Beamlines facility, Za Radnicí 835 street, Dolní Břežany, Central Bohemian Region, Czech Republic.

## 3. THE TIME OF DELIVERY

- 3.1 The Seller shall deliver the Object of Purchase and shall carry out Related Activities within twelve (12) months from the effectiveness of this Contract. Due to the potential delay of some activities within the Project during the performance of this Contract, the Buyer is entitled, anytime until the delivery to the place of delivery, to postpone the above mentioned terms of delivery by another six (6) months.
- 3.2 The Seller is entitled to handover the Object of Purchase and to carry out Related Activities during working days between 7:30 and 18:00 hours, unless otherwise agreed by the Parties. Exact working days shall be determined on the basis of mutual agreement. If the agreement is not reached, the Seller shall perform during the last day, on which it is possible to fulfill this Contract in time and the Buyer shall provide to the Seller for this purpose necessary cooperation.

- 3.3 Prior to the handover of the Object of Purchase and the execution of Related Activities the Buyer may invite the Seller to control the premises for installation of the Object of Purchase in such a way that their readiness for installation of the Object of Purchase is secured (e.g. a control of the location of electricity points, etc.) and possible deficiencies preventing timely and proper installation and demonstration of the operation of the Object of Purchase are eliminated.

#### 4. THE OWNERSHIP RIGHT

The ownership right to the Object of Purchase shall be transferred to the Buyer upon the signature of the Handover Protocol (as defined below) by both Parties.

#### 5. PRICE AND PAYMENT TERMS

- 5.1 The purchase price for the Object of Purchase is \_\_\_\_\_,- EUR without value added tax ("VAT"), and with the VAT rate 21 % (if applicable in this case) is \_\_\_\_\_,- EUR ("Purchase Price").

- 5.2 The Purchase Price cannot be exceeded and includes all costs and expenses of the Seller related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the handover of the Object of Purchase and execution of Related Activities, costs of copyright, insurance, warranty service and any other costs and expenses connected with the performance of this Contract.

- 5.3 The Purchase Price may be changed only if:

- a) in the period between the conclusion of this Contract and the signature of the Handover Protocol the rates of VAT are changed (in such a case the new price for the Object of Purchase shall only reflect the new rate of VAT) or if
- b) the change is done in accordance with the act no. 137/2006 Coll., on public procurement..

- 5.4 The Purchase Price for the Object of Purchase shall be paid in euro on the basis of a tax documents – invoices, to the account of the Seller designated in the invoice. The Purchase Price shall be paid in the following manner:

- a) 50 % of the Purchase Price shall be paid after the signature of this Contract; and
- b) 50 % of the Purchase Price shall be paid after the signature of the Handover Protocol. The copy of the Handover Protocol must be attached to the invoice.

- 5.5 The Buyer shall realize payments on the basis of duly issued invoices within 30 days from their receipt. The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Buyer's account on behalf of the Seller's account.

- 5.6 The invoice issued by the Seller as a tax document must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Seller in accordance with this Contract shall contain in particular following information:

- a) name and registered office of the Buyer,

- b) tax identification number of the Buyer,
- c) name and registered office of the Seller,
- d) tax identification number of the Seller,
- e) registration number of the tax document,
- f) scope of the performance (including the reference to this Contract),
- g) the date of the issue of the tax document,
- h) the date of the fulfilment of the Contract,
- i) Purchase Price,
- j) registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller's request before the issuance of the invoice,
- k) declaration that the performance of the Contract is for the purposes of a project "ELI: EXTREME LIGHT INFRASTRUCTURE", registr. number CZ.1.05/1.1.00/02.0061,

and must comply with the double tax avoidance agreements, if applicable.

5.7 In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Seller during its maturity period and this shall not be considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice to the Buyer.

5.8 Last invoice of every calendar year must be delivered to the Buyer on December 15 of that calendar year, at the latest.

## 6. SELLER'S DUTIES

6.1 The Seller shall ensure that the Object of Purchase and Related Activities are in compliance with this Contract including all its annexes and applicable legal (e.g. safety), technical and quality norms.

6.2 During the performance of this Contract the Seller proceeds independently. If the Seller receives instructions from the Buyer, the Seller shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Seller finds out or should have found out if professional care was exercised that the instructions are for any reason inappropriate or illegal or in contradiction to this Contract, then the Seller must notify the Buyer.

6.3 All things necessary for the performance of this Contract shall procure the Seller, unless this Contract stipulates otherwise.

6.4 The Seller is aware that the Buyer does not have at its disposal premises for the storage of packaging and, therefore, shall not store packaging of the Object of Purchase. The absence of original packaging cannot be an excuse for refusal of elimination of defects of the Object of



Purchase.

## 7. **HANDOVER OF THE OBJECT OF PURCHASE**

- 7.1 Related Activities must be performed in the presence of representative of both Parties prior to the handover and takeover of the Object of Purchase.
- 7.2 Handover and takeover of the Object of Purchase shall be realized on the basis of a handover protocol, which shall contain following information ("**Handover Protocol**"):
- a) identification of the Seller, Buyer and subcontractors, if there are any,
  - b) declaration of the Seller and Buyer that all Related Activities were carried out,
  - c) decription of the Object of Purchase, and
  - d) date of the signature.
- 7.3 If the Seller does not hand over to the Buyer all above mentioned documents or if the Seller fails to duly carry out all Related Activities or if the Object of Purchase does not meet requirements of this Contract, the Buyer is entitled to refuse the takeover of the Object of Purchase. In such a case the Seller shall remedy the deficiencies within ten (10) working days, unless Parties agree otherwise. The Buyer is entitled (but not obliged) takeover the Object of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation of the Object of Purchase. In such a case the Seller and the Buyer shall list the deficiencies in the Handover Protocol, including the manner and the date of their removal (remedy). If the Parties do not reach agreement in the Handover Protocol regarding the date of the removal, the Seller shall remove the deficiencies within ten (10) working days.
- 7.4 In case that the Seller notifies the Buyer that the Object of Purchase is eligible for handover and takeover and during the course of the handover procedure it will be ascertained that the conditions under this Contract for the signature of the Handover Protocol are not fulfilled and based on this reason the Buyer will refuse to sign the Handover Protocol, then the Seller shall reimburse the Buyer for all costs that were incurred by the Buyer due to unsuccessful handover.
- 7.5 Parties exclude the application of the Section 2126 of the Civil Code.

## 8. **WARRANTY**

- 8.1 The Seller shall provide a warranty of quality of the Object of Purchase for the period of 24 months. If on the warranty list or other document is the warranty period of longer duration, then this longer warranty period shall have priority over the period stated in this Contract.
- 8.2 The warranty period shall begin on the day of the signature of the Handover Protocol by both Parties. If the Handover Protocol lists any deficiencies, the warranty period shall begin on the day, which follows the day, in which the last deficiency was removed.
- 8.3 The Seller shall remove defects that occur during the warranty period free of charge and in the terms stipulated in this Contract.

- 8.4 If the Buyer ascertains a defect of the Object of Purchase during the warranty period, the Buyer shall notify such defect without undue delay to the Seller. Defects may be notified on the last day of warranty period, at the latest.
- 8.5 The Buyer notifies defects in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: [redacted]. The Seller shall confirm within 96 hours from the receipt of the notification.
- 8.6 In the notification the Buyer shall describe the defect and the manner of removal of the defect. The Buyer has the right to:
- a) ask for the removal of the defect by the delivery of new Object of Purchase or its individual parts, or
  - b) ask for the removal of the defect by repair, or
  - c) ask for the reasonable reduction of the Purchase Price.

The choice among the above mentioned rights belongs to the Buyer. The Buyer is also entitled to withdraw from this Contract, if by delivering the Object of Purchase with defects this Contract is substantially breached.

- 8.7 The Seller shall remove the defect within 14 days from its notification, unless Parties agree otherwise.
- 8.8 The Seller shall remove the defect within terms stipulated in this Contract even if the notification of the defect is in his opinion unjustified. In such a case the Seller is entitled to ask for reimbursement of the costs of removal of the defect. If Parties disagree on whether the notification of the defect is justified or not, the Buyer shall ask an expert for the expert's opinion, which shall determine whether the notification of the defect was justified or not. In the case that the expert shall consider the notification as justified, then the Seller shall bear costs of the expert's opinion. If the expert considers the notification to be unjustified, then the Buyer shall reimburse the Seller for verifiably and effectively incurred costs of removal of the defect.
- 8.9 Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the confirmation that the defect was removed. The warranty period shall be extended by a period of time that elapses between the notification of the defect until its removal.
- 8.10 In case that the Seller does not remove the defect within stipulated time or if the Seller refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Seller shall reimburse these costs within 10 days after the Buyer's request to do so.
- 8.11 The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller's instructions for the operation and maintenance of the Object of Purchase.
- 8.12 Parties exclude the application of Section 1925 of the Civil Code.

## **9. REPRESENTATIONS AND WARRANTIES OF THE SELLER**

9.1 The Seller represents and warrants to the Buyer that

- a) has all the professional prerequisites necessary for the proper fulfilment of this Contract,
- b) is fully authorized to perform this Contract, and
- c) there are no obstacles on the Seller's side that would preclude him from the due performance of this Contract.

10. **PENALTIES**

- 10.1 If the Seller is in default regarding the delivery of the Object of Purchase, i.e. the Seller breaches its duty to perform this Contract in time and due manner, the Seller shall pay to the Buyer a contractual penalty in the amount of 0,1% of the Purchase Price for every (even commenced) day of default.
- 10.2 If the Seller is in default with the removal of the defect, the Seller shall pay to the Buyer a contractual penalty in the amount of 0,05% of the Purchase Price for every (even commenced) day of default.
- 10.3 The Seller shall pay contractual penalties within fifteen (15) days from the day, on which the Buyer enumerated its claims. The payment of contractual penalties shall not affect the right of the Buyer to damages even to the extent to which such damages exceeds the contractual penalty.
- 10.4 Total amount of contractual penalties that the Buyer is entitled to claim shall not exceed 30 % of the Purchase Price.
- 10.5 The Buyer is entitled to unilaterally set off claims arising from the contractual penalties against the claim of the Seller for the payment of the Purchase Price.
- 10.6 Parties exclude the Section 2050 of the Civil Code.

11. **RIGHT OF WITHDRAWAL**

- 11.1 The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:
  - a) the expenses or the part of the expenses that will arise on the basis of this Contract will be found by the provider of the grant or other control body as ineligible;
  - b) the Seller shall be in delay with the fulfilment of this Contract and such delay lasts more than two (2) months;
  - c) The Object of Purchase shall not fulfil the requirements stipulated in this Contract, in particular in Annex 1 (Technical Specification);
  - d) the Buyer shall lose a grant for the realization of the Project;
  - e) the insolvency proceeding is initiated against the Seller; or
  - f) the Buyer ascertains that the Seller provided in its bid for the Public Procurement

information or documents that do not correspond to the reality and that had or could have had impact on the result of the tendering procedure, which preceded the conclusion of this Contract.

## 12. SPECIAL PROVISIONS

By signing this Contract, the Seller becomes a person that must cooperate during the finance control within the meaning of Section 2 letter e) of the act no. 320/2001 Coll., on finance control in the public administration, and shall provide to the Directing Body of the Operational Programme Research and Development for Innovations or other control bodies access to all parts of the bid, Contract or other documents that are related to the legal relationship formed by this Contract. This duty also covers documents that are Object to the protection in accordance with other acts (business secrets, secret information, etc.) provided that control bodies fulfil requirements stipulated by these acts. The Seller shall secure that all its subcontractors are also obliged to cooperate with control bodies in the above stipulated extent. The possibility of effective control must be preserved until the year 2021.

## 13. CONFIDENTIALITY

Parties shall not disclose information that shall become available to them in connection with this Contract and its performance and whose disclosure could harm the other Party. Duties of the Buyer ensuing from the applicable legal regulations remain unaffected.

## 14. REPRESENTATIVES OF THE PARTIES

### 14.1 The Seller appoints following representatives for the communication with the Buyer:

In technical matters:

Name:

E-mail:

Tel.:

In contractual matters:

Name:

E-mail:

Tel.:

### 14.2 The Buyer appoints following representatives for the communication with the Seller:

Name: Deepak Kumar

E-mail: [deepak.kumar@eli-beamlines.eu](mailto:deepak.kumar@eli-beamlines.eu)

Name: Lukáš Brabec

E-mail: [lukas.brabec@eli-beamlines.eu](mailto:lukas.brabec@eli-beamlines.eu)

Name: Juan Carlos Hernandez

E-mail: [juancarlos.hernandez@eli-beamlines.eu](mailto:juancarlos.hernandez@eli-beamlines.eu)

## 15. FINAL PROVISIONS

- 15.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.
- 15.2 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferable settled by a mutual negotiation. In case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.
- 15.3 The Seller bears the risk of changed circumstances within the meaning of Section 1765 of the Civil Code.
- 15.4 The Seller takes into account that the Buyer is not in relation to this Contract an entrepreneur, nor the subject matter of this Contract is connected with the business activities of the Buyer.
- 15.5 The Seller is not entitled to set off any of its claims or his debtor's claims against the Buyer's claims. The Seller is not entitled to transfer its claims against Buyer that arose on the basis or in connection with this Contract on third parties. The Seller is not entitled to transfer rights and duties from this Contract or its part on third parties.
- 15.6 All modifications and supplements of this Contract must be in writing.
- 15.7 If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract in such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.
- 15.8 If any Party breaches any duty under this Contract and knows or should have known about such breach, it shall notify it to the other Party and shall warn such Party of possible consequences of the breach.
- 15.9 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 15.10 An integral part of this Contract is Annex 1 (*Technical Specification*) and Annex 2 (*List of Answers*). In case of any discrepancy between the provisions of this Contract and the provisions of Annex 1 (*Technical Specification*) the provisions of this Contract shall prevail.
- 15.11 This Contract shall be valid and effective on the date of the signature of both Parties.

**IN WITNESS WHEREOF** attach Parties their handwritten signatures:

**Buyer**

Signature: \_\_\_\_\_

Name: prof. Jan Řídký, DrSc.

Position: director

Date:

**Seller**

Signature: \_\_\_\_\_

Name:

Position:

Date:

## ANNEX 1

### TECHNICAL SPECIFICATION





**ANNEX 2**  
**LIST OF ANSWERS**

## **Annex No. 7**

# **List of Questions**

Essential questions for the roughing pump system contract –

1. List the part number of individual pumps in the high capacity roughing pump system.
2. Mention the size of the frame and pumps system (length x width x height).

