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ÚSTAV FOTONIKY A ELEKTRONIKY AV ČR, V. V. I.

TENDER DOCUMENTATION

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INVITATION TO TENDER

issued pursuant Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter the
“Act”),

for preparation of bids for public contract for supplies contracted within the simplified below-
threshold procedure pursuant to Section 53 of the Act:

Scanning Electrochemical Microscope

(hereinafter „public contract“ and „procurement procedure“)



TENDER DOCUMENTATION – INVITATION TO TENDER

Public contract name: Scanning Electrochemical Microscope
Contracting authority: Ústav fotoniky a elektroniky AV ČR, v. v. i. (Institute of Photonics and Electronics of the Czech Academy of Sciences)
Registered Office: Chaberská 1014/57, 182 00 Praha 8 - Kobylisy
Identification No.: 679 85 882
Tax Identification No.: CZ67985882
Person authorized to represent the Contracting Authority: doc. Ing. Pavel Peterka, Ph.D.

(hereinafter the “**Contracting Authority**” for the purposes of this TD)

In accordance with Section 43 of the Act, the Contracting Authority is represented by **HVH LEGAL advokátní kancelář s.r.o.**, ID No.: 257 02 599, registered office at Korunní 1302/88, Vinohrady, 101 00 Prague 10

Contact person: Mgr. Miroslav Knob
Phone number: +420 737 151 961
Email: knob@hvh.legal

1 Definition of the subject-matter of the public

1.1 Classification of the subject matter of the Public Contract

The Contracting Authority has defined the subject matter of the contract according to the main dictionary of the Unified Classification System for public procurement purposes. Classification of this Public Contract corresponds to item:

- 38510000-3 Microscopes
- 38540000-2 Machines and apparatus for testing and measuring
- 31712000-0 Microelectronic machinery and apparatus and microsystems
- 38000000-5 Laboratory, optical and precision equipments (excl. glasses)

Type of public contract: public contract for supplies

Type of procurement procedure: simplified below-threshold procedure

1.2 Description of the subject matter of the Public Contract

The subject matter of this Public Contract is supply (acquisition) of the Scanning Electrochemical Microscope for probing local electrochemical reactivity at the microscale and nanoscale levels (hereinafter the „**supply**“) applying DDP (Delivered Duty Paid) clause according to the INCOTERMS 2020 terms.

All equipment must be fully operational and complete. More detailed specification of the subject matter is provided in Article 4 of this TD below.



The supply includes installation and commissioning of the device and training of its operators. The subject of the supply is the delivery of a new and unused instrument from official distribution, intended for use in the Czech Republic, including all documents (in particular the warranty certificate and printed or electronic instructions for use in the Czech or English language).

The subject of the Public Contract within the scope of detailed definition of technical parameters representing the requirements of the Contracting Authority is specified in more detail in Article 4 below and the Annex No. 3 Purchase Contract (Draft Contract) of the TD and its Enclosure No. 1 "Technical specifications".

The Public Contract is co-financed by the European Regional Development Fund and the European Social Fund Plus under the Operational Programme Jan Amos Komenský (OP JAK), reg. no. CZ.02.01.01/00/22_008/0004558 – AMULET.

1.3 Term

The subject of performance of the Public Contract must be properly delivered and handed over no later than 10 weeks from the date of conclusion of the contract.

1.4 Place of performance

Place of performance shall be the seat of the Contracting Authority at Chaberská 1014/57, 182 00 Praha 8 - Kobylisy.

1.5 Estimated value

Estimated value of the Public Contract is **2 200 000 CZK excl. VAT**.

The Estimated value of the Public Contract is the maximum and not to be exceeded. In the event that the Estimated value of the Public Contract is exceeded in the bid, the supplier will be excluded from the procurement procedure for failure to comply with the tender conditions.

2 Conditions and requirements regarding the drawing up of a bid

2.1 Deadline for submitting bids

Bids shall be submitted no later than on **April 17, 2025 by 12:00 p.m. CET**.

A bid delivered after this deadline shall not be considered to constitute a properly delivered bid.

2.2 Requirements for submitting a bid

Bids shall be submitted in electronic form only, using the certified electronic tool ezakazky.cz (hereinafter referred to as "**ezakazky**"), available at the internet address <https://sluzby.e-zakazky.cz/profil-zadavatele/f0edb05a-679c-4dac-a8cd-21c408c87a39> (Contracting Authority Profile). Any other delivery is not considered a proper submission of the bid. Bids in paper form are not permitted.

2.3 The Contracting Authority notes that in order to submit a bid, the bidder must be a duly registered supplier of the electronic tool e-zakazky.cz. The Contracting Authority informs the supplier that registration is not immediate and is subject to approval by the ezakazky system



administrator, who has 3 business days to accept or reject the registration (if the registration request does not contain all the required information).

2.4 Identification data of the bidder

The bid must include the supplier's identification data, including: business name, registered office, identification number, person authorized to act on behalf of the bidder, if applicable, the person authorized to represent the bidder based on a power of attorney, contact postal address, and email address for written communication between the bidder and the Contracting Authority within the scope of the given procurement procedure.

2.5 Language of the bid

Bids must be prepared in Czech or English.

2.6 Joint bid

In the case several bidders jointly participate in the procurement procedure, they will also identify the person who shall be authorized to represent them in contact with the Contracting Authority during the procurement procedure.

2.7 Structure of the bid

The bid must include the following documents and components, with the structure of the bid outlined below being (for guidance only):

1. Cover Sheet: the Cover Sheet will include the following information – the title of the public procurement, basic identification details of the contracting authority and the bidder, including persons authorized to act on behalf of the bidder (including persons authorized for further negotiations and indicating the business size category according to the recommendation 2003/361/EC), date, and the signature of the person authorized to act on behalf of the bidder. Please refer to Annex No. 1 (Cover Sheet) of the TD.
2. Documents proving fulfilment of the qualification as set out in Article **Chyba! Nenalezen zdroj odkazů.** hereof – please refer to Annexes No. 2 (Affidavit for Qualification) of the TD;
3. Bid price: The bid price, please refer to Article 0 of the TD – please refer to Annexes No. 3 (Draft Contract) of the TD;
4. Contract: Draft Contract (Annex No. 3 of the TD) in an editable format, with the completed bid price and all other required data, including the completed technical specification table in Enclosure no. 1 of the Draft Contract (the required data are highlighted in yellow in the Draft Contract and technical specification table). The bidder is obligated to accept the business conditions as specified in the Draft Contract;
5. Affidavit of commitment on the absence of obstacles to awarding the public procurement: (please refer to Annex No. 4 of the TD);
6. Affidavit of commitment to comply with the principles of socially responsible procurement and environmentally responsible procurement signed by a person authorized to act on behalf of the Bidder (please refer to Annex No. 5 hereto);



7. Affidavit of no conflict of interest signed by a person authorized to act on behalf of the Bidder (please refer to Annex No. 6 hereto).

2.8 Requests for explanation of the TD

The Contracting Authority is entitled to clarify the tender conditions on its own initiative or at the request of suppliers. The supplier is entitled to request the Contracting Authority to provide clarification and additional information on the tender specifications in writing no later than 7 working days before the deadline for submission of tenders. If a request for an explanation of the tender specifications is received late, the contracting authority is not obliged to provide an explanation of the TD.

The written request must be submitted by email to: knob@hvh.legal, or via the ezakazky.

2.9 Award Period

The Contracting Authority does not specify the award period for this procurement procedure.

3 Qualifications

3.1 Bidders must demonstrate the fulfilment of

- basic qualification according to Section 74 of the Act,
- professional qualification according to Section 77 of the Act, and
- technical qualification according to Section 79 of the Act.

3.1.1 Basic qualification

Basic qualification shall not be met by a Bidder who:

- a) was convicted by final judgement in the country of its registered office / residence of a crime specified in Annex No. 3 to the Act or another similar crime pursuant to the law of the country of its registered office / residence in the past five years preceding the commencement of the Procurement Procedure (expunged convictions are disregarded),
- b) has outstanding tax arrears registered in tax records in the Czech Republic or in the country of its registered office / residence,
- c) has outstanding arrears in respect of payments and penalties of public health insurance in the Czech Republic or in the country of its registered office / residence,
- d) has outstanding arrears in respect of payments and penalties of social security contributions and contribution to the national employment policy in the Czech Republic or in the country of its registered office / residence,
- e) is in liquidation, has been declared insolvent, in respect of whom the receivership has been imposed under another legal regulation or it is in a similar situation pursuant to the law of the country of its registered office / residence.

The supplier proves the fulfilment of the basic qualification conditions in relation to the Czech Republic by submitting a written affidavit in accordance with Annex No. 2 (Affidavit of Qualification) to this TD. The documents demonstrating basic qualification under Section 74 of



the Act shall demonstrate the fulfilment of the required qualification criterion not later than 3 months before the date of the commencement of this tendering procedure.

3.1.2 Professional qualification

The bidder shall prove the fulfilment of professional qualification by submitting:

- 1) According to Section 77, Paragraph 1 of the Act, in relation to the Czech Republic, an extract from the Commercial Register or another similar register, if another legal regulation requires registration in such a register.

3.1.3 Technical qualification

Bidders must demonstrate the fulfilment of technical qualification by submitting:

- 1) According to Section 79, Paragraph 2, letter b) of the Act, a list of significant deliveries provided within the last 5 years before the start of the procurement procedure, including the price, the period of delivery, and the identification of the client.

Minimum level and method of proving the requirement:

The bidder must submit a list of at least 3 deliveries, consisting of the provision of an Electrochemical Microscope, with the following conditions:

- a) The value of one delivery (i.e., one device) was at least 1 500 000 CZK excluding VAT.

The fulfilment of the above requirements can be demonstrated collectively within a single delivery or separately by multiple deliveries to one or more clients.

The participant is required to submit an affidavit of commitment within their bid confirming the proper provision of such a reference supply, which must contain at least the following information: a) the name of the client, including its registered office, b) a description of the provided delivery, c) the date of the delivery, d) the price of the delivered service, e) the name and contact details of the client's representative, with whom the contracting authority can verify the submitted information.

If the price of a significant supply is stated in another currency, it will be converted at the exchange rate published by the European Central Bank on the day of the commencement of the procurement procedure.

The contracting authority recommends that the participant use the template of the list of significant services provided in Annex No. 2 (Affidavit of Qualification) of this TD.

3.2 Form of documents

The bidder shall prove the fulfilment of qualifications in all cases with the appropriate documents submitted in simple copies. All qualification documents related to professional qualification may be replaced for the purposes of the bid by an affidavit in accordance with Annex 2 (Affidavit of Qualification) of this TD. In this case, the Contracting Authority shall request the substituted qualification documents (extract from the Commercial Register or another similar register) before signing the contract in accordance with the procedure set out in Section 122(3) of the Act.



The contracting authority may also request originals or certified copies of the qualification documents from the selected bidder in accordance with Section 122 et seq. of the Act.

Documents proving the fulfilment of qualifications that are in a language other than Czech or English must be translated into Czech or English. This does not exclude the possibility of submitting the offer in another language that is permitted by this procurement documentation. Documents proving basic qualification under Section 74 of the Act and professional eligibility under Section 77, Paragraph 1 of the Act must demonstrate the fulfilment of the required qualification criteria no later than 3 months before the date of the commencement of this tendering procedure.

The supplier's affidavit of commitment must be signed by the supplier or the statutory body of the supplier or a person authorized to do so. In case of authorization, a copy of the relevant power of attorney must be part of the offer.

The contracting authority recommends using the template of the affidavit of commitment, which is Annex No. 2 (Affidavit for Qualification) of this TD.

3.3 Joint bid

In the case of a joint participation of suppliers, each supplier proves basic qualification and professional qualification according to Section 77, Paragraph 1 of the Act independently. In accordance with Section 103, Paragraph 1, Letter f) of the Act, the Contracting Authority requires that in the case of a joint offer, the offer must include confirmation that all suppliers submitting the joint offer will bear joint and several responsibility for the performance of the public procurement.

4 Detailed description and technical specification of the subject matter

The subject matter of this Public Contract is fully specified in Annex No. 3 (Draft Contract and its Enclosure No. 1 "Technical specifications") of this TD.

The bidder shall submit in the bid a technical specification of the offered delivery in the form of a completed table in Enclosure no. 1 "Technical specifications" of the Draft Contract (Draft Contract forms Annex No. 3 of this TD). The bidder is obliged to complete the information in Column C of this table. For the avoidance of doubt, the Contracting Authority states that the bidder is not entitled to interfere in any way with the wording of the requirements and specifications set out in that Annex.

The Contracting Authority points out that if the detailed specification of the offered delivery does not meet any of the requirements set out in Annex No. 3 (Draft Contract incl. its Enclosure no. 1 Technical Specifications) of the TD, this will be considered a non-compliance with the Contracting Authority's requirements and will result in the exclusion of the bidder from further participation in the tender procedure.

If the technical conditions are set by a direct or indirect reference to the economic operators or products, or patents for inventions, utility models, industrial designs, trademarks or designations of origin, the bidder may offer another equivalent solution. In this case, the bidder proves, that the proposed supplies satisfy equivalently the requirements defined by the Contracting Authority.



5 Method of Processing the Bid Price

The bidder is required to process the bid price in the form of a unit cost for each component. The unit prices for individual components must be completed by the bidder in the table found in Section 5.1 of Annex No. 3 (Draft Contract) of the TD.

The bidder shall fill the bid price in CZK excluding VAT.

The bid price must be set as binding, the highest acceptable, and non-exceedable (except for exceptions set forth in the Draft Contract). The bidder is required to include in the bid price all costs, fees, and other expenses that may arise in the performance of the public procurement according to the procurement documentation. Details are specified in the Draft Contract. The bid price must cover all obligations stipulated by the Draft Contract, including the installation of the equipment, training of operators, and commissioning of the equipment.

VAT shall be added to the price, in accordance with the legal regulations in force at the time of the taxable transaction.

The bid price must contain a properly processed price of delivery. The Contracting Authority reserves the right (but not the obligation) to exclude any participant from the procurement procedure whose bid includes a zero, negative, or missing value in any of the budget item price (rounded to two decimal places).

6 Contractual, Payment, and Commercial Terms

The Contracting Authority sets the payment terms and other commercial terms in the binding Draft Contract in Annex No. 3 of this TD.

The Contracting Authority requires a quality warranty period of at least 36 months. The warranty will cover the usual characteristics of the delivered item, its ability to serve its purpose (both usual and the one anticipated by this procurement documentation and the contract), as well as any properties specified in this procurement documentation, especially the specifications of the public procurement item in Annex No. 3 (Draft Contract incl. all its Enclosures) of this TD.

The bidder in the procurement procedure is obliged to fill the Draft Contract in the part identifying the contracting party on the part of the tendering procedure participant, in accordance with the actual situation, so that the definition of the tendering procedure participant is unambiguous and sufficiently clear.

Bidders are authorized to fill in their identification data, the bid price and other clearly marked information that are to be filled in or specified in the TD. Bidders are not authorized to change or add to the Draft Contract or its annexes in any manner, with exception of those parts which the Contracting Authority highlighted. If the Draft Contract specifies that certain information will be filled in before signing the contract, the bidder should not add or modify such information. The relevant data will be fill in to the contract before the contract is concluded with the supplier.

If multiple suppliers participate jointly (as one participant in the procurement procedure), they must submit a contract stating that all such suppliers will be jointly and severally liable to the



Contracting Authority and third parties in connection with the performance of the public procurement for the entire duration of the contract, and also for other obligations arising from the public procurement. The contract must clearly specify which of the suppliers is authorized to represent the others in matters related to the performance of the public procurement or any part of it, and which supplier will be the invoicing party.

7 Evaluation criteria

7.1 Method of evaluating offers

Bids will be evaluated according to their economic advantage in accordance with Section 114, Paragraph 2 of the Act.

The economically most advantageous offer is the one with the lowest bid price. Prices excluding VAT stipulated in accordance with Article 5 of this TD are decisive for the evaluation.

The evaluation will be done by ranking bids from the lowest to the highest bid price. The contract will be concluded with the supplier whose offer is ranked first (with the lowest bid price).

8 Other requirements

8.1 Verification of information

The Contracting Authority may verify the credibility of the data, documents, samples, or models provided by the participant and may obtain them independently, except for data subject to evaluation.

8.2 Offer variants

The Contracting Authority does not accept offer variants.

8.3 Cooperation Before Contract Signing

The Contracting Authority reserves the right to request the following from the selected supplier as additional conditions for signing the contract:

- submission of documents proving his professional qualification, which were replaced in the bid by an affidavit;
- submission of originals or certified copies of qualification documents (if not already available);
- for a selected supplier that is a Czech legal entity, the contracting authority will verify the details of its actual owner according to the law governing the registry of actual owners;
- the contracting authority will exclude the selected supplier if it is a Czech legal entity with an actual owner, and the information about the actual owner cannot be obtained from the registry;
- for a selected foreign legal entity, the contracting authority will also request the supplier to provide an extract from a foreign registry similar to the actual owners registry or, if no such registry exists, to provide identification details of all persons who are the actual owners and documentation proving the relationship between these persons and the



supplier, such as an extract from the commercial register or other similar registry, a list of shareholders, a decision from the statutory body about profit distribution, the articles of association, deed of incorporation, or bylaws.

9 Opening of the Bids

The opening of the Bids received is non-public due to the requirement for submitting offers electronically. The opening will take place in accordance with Section 109 of the Act.

10 Site visit

The contracting authority does not organize a site visit due to the subject matter of the public procurement.

11 Notifications

In line with Section 53 (5) of the Act, the Contracting Authority reserves the right that the notifications of the Contracting Authority associated with the course of the procurement procedure (notice of exclusion of a bidder and notice of the selection of the economic operator) shall be considered to be delivered at the point of time of their publication on the Contracting Authority Profile.

LIST OF ANNEXES:

1. Cover Sheet (the supplier fills out and submits along with the bid) – recommended template
2. Affidavit for Qualification (the supplier fills out and submits along with the bid) – recommended template
3. Draft Contract including its Enclosure no. 1 (the supplier fills out and submits along with the bid)
4. Affidavit Regarding the Non-existence of a Barrier to Awarding the Public Contract (the supplier fills out and submits along with the bid) – recommended template
5. Affidavit of commitment to comply with the principles of socially responsible procurement and environmentally responsible procurement (the supplier fills out and submits along with the bid), *this affidavit will be added in the Contract as signed Enclosure No. 2.*
6. Affidavit of no conflict of interest (the supplier fills out and submits along with the bid) – recommended template

On behalf of the Contracting Authority:

In Prague on _____

doc. Ing. Pavel Peterka, Ph.D., director



ANNEX NO. 1 – COVER SHEET

Cover sheet	
Public contract name:	Scanning Electrochemical Microscope
Contracting authority:	Ústav fotoniky a elektroniky AV ČR, v. v. i.
Registered Office:	Chaberská 1014/57, 182 00 Praha 8 - Kobylisy
Identification No.:	67985882
Tax Identification No.:	CZ67985882
Name of participant, including the indication of its legal form:	[to be completed by the participant]
Registered Office:	[to be completed by the participant]
Identification No.:	[to be completed by the participant]
Tax Identification No.:	[to be completed by the participant]
Bank details:	[to be completed by the participant]
Is it a small or medium-sized enterprise (SME) according to Recommendation 2003/361/EC:	[YES/NO]
Authorized representative of the participant	[to be completed by the participant]
Contact person:	[to be completed by the participant]
Contact address:	[to be completed by the participant]
Phone number:	[to be completed by the participant]
Email of the contact person:	[to be completed by the participant]

In [to be completed by the participant] on [to be completed by the participant]

[signature – to be completed by the participant].....
.....

[Participant – name and surname of the person authorized representative of the participant – to be completed by the participant]



ANNEX NO. 2 – AFFIDAVIT FOR QUALIFICATION

Affidavit on Basic, Professional and Technical Qualification

Public contract name:	Scanning Electrochemical Microscope
Contracting authority:	Ústav fotoniky a elektroniky AV ČR, v. v. i.

(hereinafter referred to as the „public contract”)

Participant, including the indication of its legal form:	[to be completed by the participant]
Registered Office:	[to be completed by the participant]
Identification No.:	[to be completed by the participant]
Authorized representative of the participant	[to be completed by the participant]

(hereinafter referred to as the "**participant**")

I, as the person authorized to act on behalf of the participant, hereby declare that the participant has fulfilled the basic and professional qualification requirements set by the Contracting Authority in this public contract in accordance with Section 74 and Section 77 of the Act.

I, as the person authorized to act on behalf of the participant, hereby declare that the participant has fulfilled the technical qualification requirements set by the Contracting Authority in this public contract because it has realized the below listed supplies:

Identification of the Client (Name and Registered Seat)	Dates of Time of the Supply (using months and years)	Price (excl. VAT)	Description of the Supply	Contact Person of the Client (Name) and Contact Data (Email/Phone)

In [to be completed by the participant] on [to be completed by the participant]

[signature – to be completed by the participant].....
.....

[Participant – name and surname of the person authorized representative of the participant – to be completed by the participant]



ANNEX NO. 3 – DRAFT CONTRACT INCLUDING ITS ENCLOSURE NO. 1 AND NO. 2

PURCHASE CONTRACT

- (1) Ústav fotoniky a elektroniky AV ČR, v. v. i.,
With registered office at Chaberská 1014/57, 182 00 Praha 8 - Kobylisy
Represented by: Assoc. Prof. Pavel Peterka, Ph.D., Director
ID No.: 67985882
Bank account: 131417340/0300
("Buyer");

and

- (2) _____
With registered office at: _____
Represented by: _____, _____
ID No.: _____
Bank account: _____
(the bidder shall add the identification data and delete this bracket)
("Seller").

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

IT WAS AGREED AS FOLLOWS:

1 INTRODUCTORY PROVISIONS

- 1.1 The Buyer is a Partner of the Beneficiary of the project "Advanced Multiscale Materials for Key Enabling Technologies" under the Operational Programme Jan Amos Komenský within the framework of EU funds, project registration number CZ.02.01.01/00/22_008/0004558 – AMULET (hereinafter referred to as the "Project"). The subject of performance under this Contract is intended for the Project and financed from the support provided for its implementation.
- 1.2 This Contract is entered into based on the outcome of below-threshold public contract for supplies awarded in the form of simplified awarding procedure with the name "**Scanning Electrochemical Microscope**" implemented by the Buyer acting as a public contracting authority (hereinafter "the public tender").

2 BASIC PROVISIONS

- 2.1 The Seller contracts to sell and the Buyer contracts to purchase **Scanning Electrochemical Microscope** ("**Object of Purchase**") specified in the Bid dated .../.../2025 (*the Contracting Authority shall add the date of the bid*) submitted in the above mentioned awarding procedure.
- 2.2 Detailed specification of Object of Purchase is stated in Enclosure No. 1 of this Contract. Specification of Scanning Electrochemical Microscope is in conformity with specification provided by winning bid, quoted by the Seller in frame of the public tender and complies with all technical specifications required by the tender documents.



Purchase price for Modular potentiostat (No. of requirement: 1)	[to be filled in by the Bidder]
Purchase price for Scanning Electrochemical Microscopy System (No. of requirement: 2)	[to be filled in by the Bidder]
Purchase price for rest of the subject matter	[to be filled in by the Bidder]
Total bid price	[to be filled in by the Bidder]

- 5.2 VAT shall be added to the price under Section 5.1 of this Contract, in accordance with the legal regulations in force at the time of the taxable transaction.
- 5.3 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, customs, warranty service and any other costs and expenses connected with the performance of this Contract.
- 5.4 The Purchase Price shall be paid in CZK 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:
- 100 % of the Purchase Price shall be paid after the delivery of the final invoice to which the signed Handover Protocol shall be attached.
 - Invoice shall be payable within thirty (30) days after the Buyer's receipt of such invoice. Payment of the invoiced amount means the date of its remittance to the Seller's account.
- 5.5 The invoice issued by the Seller must contain all information required by the applicable laws of the Czech Republic and, in addition, the invoice must contain:
- business name of the Seller, address of his seat, registered place of business, eventually his premise, and his VAT number,
 - Seller's bank connection (title and address of seller's bank, SWIFT code),
 - Seller's number of bank account (also in IBAN version),
 - business name of the Buyer, address of his seat, registered place of business, eventually his premise and his VAT number,
 - sequence number of the invoice,



- f) date of subject of contract delivery, if this date can be determined and if it is different from date of invoice issue,
- g) date of invoice issue,
- h) quantity and kind of delivered goods,
- i) total price required to pay in currency CZK rounded to two decimal places,
- j) number and title of Contract,
- k) Declaration that the performance of the Contract is supplied for the purposes of a project “Advanced Multiscale Materials for Key Enabling Technologies”, reg. number CZ.02.01.01/00/22_008/0004558 – AMULET.
and must comply with the double tax avoidance agreements, if applicable.

5.6 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 Purchase 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 THE OWNERSHIP RIGHT

The ownership right to the Object of Purchase and at the same time the associated risk of damage shall pass to the Buyer upon the signature of the Handover Protocol (as defined below) by both Parties.

7 SELLER'S DUTIES

- 7.1 The Seller shall ensure that the Object of Purchase and Related Activities are in compliance with this Contract including all its Enclosures and applicable legal (e.g. safety), technical and quality norms. The Seller shall perform and document the installation of the Object of Purchase and launch experimental tests in order to verify whether the Object of Purchase is functional and meets the technical requirements.
- 7.2 The Seller shall be responsible for all expenses related to the performance of this Contract, unless this Contract stipulates otherwise.
- 7.3 The Seller is aware that the Buyer does not have premises for the storage of packaging at its disposal and, therefore, shall not store packaging of the Object of Purchase after the installation. The absence of original packaging cannot be an excuse for refusal of elimination of defects of the Object of Purchase.
- 7.4 The Seller undertakes to provide the Buyer with cooperation in the event of inspections by authorized entities in connection with the Project.



8 HANDOVER OF THE OBJECT OF PURCHASE

- 8.1 Related Activities must be performed in the presence of representative of both Parties prior to the handover and takeover of the Object of Purchase.
- 8.2 The handover procedure shall be completed by handover of the Object of Purchase. Handover Protocol shall contain the following mandatory 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) description of the Object of Purchase,
 - d) List of technical documentation according to Section 2.3. (c) of this Contract
 - e) Confirmation of the training according to Section 2.3. (d) of this Contract, including a list of participants and information on its extent;
 - f) Buyer's possible objections to minor defects of the Object of Purchase including the manner of and deadline for their removal, or confirm functionality and
 - g) Signatures of authorized representatives of the Buyer and the Seller, with the date indicated.
- 8.3 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) to take over 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 or remedy, the Seller shall remove the deficiencies within ten (10) working days.
- 8.4 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.

9 WARRANTY

- 9.1 The Seller shall provide a warranty of quality of the Object of Purchase for the period of 36 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.
- 9.2 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.



- 9.3 The Seller shall remove defects that occur during the warranty period free of charge and in the terms stipulated in this Contract. The Seller undertakes to provide free service through authorized technicians at the place of delivery to the extent specified by the Object of Purchase manufacturer and by the Contract for the entire warranty period according to this Contract, including repairs, delivery of spare parts, transport and work of an authorized service technician.
- 9.4 If the Buyer discovers a defect of the Object of Purchase during the warranty period, the Buyer shall notify the Seller to remove such defect using the following e-mail address: (the bidder shall add the e-mail address and delete this bracket). The Seller shall confirm in writing the receipt of the warranty claim within 72 hours from its receipt.
- 9.5 The Seller shall be obliged to review any warranty claim within 48 hours (within business days) from its receipt. If the nature of the defect claimed requires an authorised technician to deal with it, this person must be present at the relevant place of delivery within 120 hours from receipt of the above-mentioned warranty claim. All the above shall remain in force unless agreed otherwise by the Parties.
- 9.6 The Seller shall be obliged to remove any claimed defect within 30 business days from the receipt of warranty claim, unless Parties agree otherwise (e.g. replacement of special parts). In case of a defect that could not be repaired directly on-site, an equivalent part will be provided by the Seller to keep the Object of Purchase fully operational until it is fully repaired using the repaired part / a new part.
- 9.7 Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the Buyer's confirmation that the defect was removed. The repaired part (component) shall be subject to a new warranty term in accordance with Section 9.1 which commences to run on the day following the date when the protocol on the removal of the defect was executed. The warranty period shall be extended by a period of time that elapses between the notification of the defect until its removal. If Object of Purchase has defects, due to which it cannot be demonstrably used in full for more than 60 days (period of defects) during six or less consecutive months of the warranty period, the Seller is obliged to deliver new part of Object of Purchase without defects within 100 days after being requested to do so in writing, unless the Parties agree otherwise.
- 9.8 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.
- 9.9 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.

10 POST-WARRANTY SERVICE

- 10.1 At the Buyer's request, the Seller shall secure paid post-guarantee servicing, including the procurement of replacement components, during a period lasting no less than 5 (in words: five) years after the last day of the guarantee period, where the Seller shall do so within the time



limits laid down in Article 9. The provisions of Article 9 and Article 12 of this Contract pertaining to the repair of defects and liability for a failure to repair defects shall apply to post-guarantee servicing on a mutatis mutandis basis, unless otherwise agreed by the Parties. The provision of post-guarantee servicing by the Seller is agreed as non-exclusive, where the Buyer reserves the right to procure post-guarantee servicing from third parties, whereupon the Seller shall have no right to levy any penalties in connection therewith.

11 DECLARATIONS AND WARRANTIES OF THE SELLER

11.1 The Seller declares and warrants to the Buyer that

- a) has all the professional qualifications necessary for the proper performance of this Contract,
- b) is fully authorized to perform this Contract, and
- c) there are no impediments on the part of the Seller which would prevent it from properly performing this Contract.

12 PENALTIES

12.1 The Buyer shall be entitled to a contractual penalty in the amount of 0.1 % of the Purchase Price for each commenced day of delay with the performance pursuant to the relevant part of Section 4.1. hereof.

12.2 The Buyer shall be entitled to a contractual penalty in the amount of 0.05 % of the Purchase Price for each commenced day of delay with the performance pursuant to Section 9.5. hereof and with the removal of defects claimed within the warranty period pursuant to Section 9.6 and 9.7. hereof.

12.3 The Seller shall pay contractual penalties within thirty (30) days of receipt of the demand for payment. The conclusion of contractual penalties shall not affect the right of the Buyer to compensation for damages even to the extent that such damages exceed the contractual penalty.

12.4 The total amount of contractual penalties that the Buyer is entitled to claim shall not exceed 30 % of the Purchase Price.

12.5 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.

13 TERMINATION, RIGHT OF WITHDRAWAL

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. The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following events:

- a) the Seller is in delay with the delivery of the Object of Purchase longer than 2 months after the date pursuant to Section 4.1 hereof.
- b) The Seller is more than 4 weeks in delay with the removal of Object of Purchase defects listed in the list of detected defects of the Handover Protocol according to Section 8.3.



- c) The technical parameters or other conditions set out in the technical specifications defined in Enclosure No. 1 to this Contract and in the relevant applicable technical standards will not be met by the Object of Purchase at handover.
- d) the insolvency proceeding is initiated against the Seller; or
- e) the Seller in its bid for the Public Contract has provided information or documents that do not correspond to the reality and that had or could have influenced the outcome of the simplified awarding procedure that preceded the conclusion of this Contract.

13.2 The Seller is entitled to withdraw from the Contract in the event of the Buyer is in default with the payment for more than 1 month except of the cases if the Buyer refused an invoice due to defect on the Object of Purchase or its part or due to the breach of the Contract by the Seller.

14 REPRESENTATIVES OF THE PARTIES

14.1 The Seller authorized the following representatives for the communication with the Buyer:

Name:

E-mail:

Name:

E-mail:

Name:

E-mail: *(the bidder shall add contacts of representatives and delete this bracket)*

14.2 The Buyer authorized following representatives for the communication with the Seller *(the Buyer shall add contacts of representatives before signing this contract):*

Name:

E-mail:

Tel.:

15 FORCE MAJEURE

15.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves:

- a) that such impediment is beyond its reasonable control; and
- b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
- c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

15.2 In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions a) and (b) under paragraph 15.1. of this Contract:



- a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;
- b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- c) currency and trade restriction, embargo, sanction;
- d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;
- e) plague, epidemic, natural disaster or extreme natural event;
- f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
- g) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

15.3 A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

16 FINAL PROVISIONS, DISPUTES

- 16.1 This Contract is governed by the laws of the Czech Republic, in particular by the Civil Code (Act. No 89/2012 Coll., Civil Code, as amended).
- 16.2 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 any dispute is not settled within sixty (60) days, such dispute shall be resolved by a competent court of the Czech Republic upon a legal action brought by either Party; the competent court shall be determined by the location of the registered office of the Buyer. Disputes shall be settled exclusively under the law of the Czech Republic.
- 16.3 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.
- 16.4 This Contract may be amended or supplemented solely by written amendments.



- 16.5 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.
- 16.6 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.
- 16.7 This Contract has been written in two equally binding counterparts, one for each Party. If is signed in electronic form, this Contract is executed in one counterpart signed electronically by both of the Parties.
- 16.8 The Parties expressly agree that this Contract will be published in accordance with Act No. 340/2015 Coll. on special conditions for the effectiveness of some contracts, publication of these contracts and Contract Register, as amended. The Parties hereby declare that all information contained in the Contract and its Enclosures is not considered trade secrets under § 504 of the Civil Code and grant permission for their disclosure without setting any additional conditions. This Contract becomes effective as of the day of its publication in the Contract Register, which shall be provided by the Buyer.

Enclosures:

- 1. Technical specifications *(The Bidder is obliged to complete column C)*
- 2. Affidavit of commitment to comply with the principles of socially responsible procurement and environmentally responsible procurement.

IN WITNESS WHEREOF attach Parties their signatures:

Buyer

Signature: _____
 Name: doc. Ing. Pavel Peterka, Ph.D.
 Title: Director
 Date: _____

Seller

Signature: _____
 Name: _____
 Title: _____
 Date: _____

(the bidder shall add the name of person authorized to represent or act on behalf of the bidder, the title and delete this bracket)



Enclosure No. 1

Technical specifications

Minimal technical specifications

The Contracting Authority for the below-threshold public contract for supplies awarded in the form of simplified awarding procedure with the name "Scanning Electrochemical Microscope" has specified a range of required values in column 'B' for the requirements listed below. The parameters so specified must be met, i.e. the equipment offered must meet at least this range (a wider range is acceptable if it covers this range).

The Bidder is obliged to complete column C and to indicate whether the offered equipment meets the given requirement and to write the parameters of his offered equipment (if required).

Scanning Electrochemical Microscope

A – No. of requirement	B - Description of requirement	C - The seller is obliged to provide whether his offered equipment fulfills the requirement or not, to write the parameters of his offered equipment, and to insert a specific reference to the technical specification of his offered equipment
1.	Modular potentiostat	[Yes/No]
1.2.	Measurements can be performed in two-, three- and four-electrode configurations	[Yes/No]
1.3.	Range Working potential (voltage) min. ± 10 V ,	[specification]
1.4.	Range compliance voltage min. ± 30V	[specification]
1.5.	Resolution of measured potential: ≤ 0.3 μV	[specification]
1.6.	Potential scan rate: ≥ 1000 V/s	[specification]
1.7.	Range of current min. ± 2A	[specification]
1.8.	Current resolution (at 1A) ≤ 10 nA	[specification]
1.9.	Module for measuring low currents with a minimal current range of 100pA – 100μA and current resolution of 300 aA or better	[Yes/No]



1.10.	Module for biotensiostatic experiments. For connecting two working electrodes that share the same reference and auxiliary electrode.	[Yes/No]
1.11.	The device has an integrated display showing the current value of current/voltage and the selected current range.	[Yes/No]
1.12.	A rotating disk electrode can be connected to the potentiostat and fully controlled in software.	[Yes/No]

2.	Scanning Electrochemical Microscopy System (SECM)	[Yes/No]
2.1.	Basic sliding system allowing movement in all three directions (x,y,z) within a range $\geq 25\text{mm}$ in each direction	[specification]
2.2.	Sliding system resolution according to 2.1. $\leq 20\text{nm}$	[specification]
2.3.	Advance sliding system allowing movement in all three directions (x,y,z) within a range $\geq 100\ \mu\text{m}$ in each direction	[specification]
2.4.	Advance Sliding system resolution according to 2.3. $\leq 1\text{nm}$	[specification]
2.5.	Complete measuring cell with extensions to accommodate different sample heights and with an adjustable base plate for manual tilt compensation.	[Yes/No]
2.6.	The cell according to 2.5. includes an auxiliary and reference electrode.	[Yes/No]
3.	The delivery includes a set for "pipette-based" techniques (SECCM and SICM).	[Yes/No]
4.	Delivery includes control computer and control software.	[Yes/No]



Co-funded by
the European Union



Enclosure No. 2

Affidavit of commitment to comply with the principles of socially responsible procurement and environmentally responsible procurement.

The signed Enclosure No. 2 will be attached prior to the conclusion of the Contract (The form to be sign is provided in separate document as Annex No. 5 TD).



**ANNEX NO. 4 – SUPPLIER’S AFFIDAVIT REGARDING THE NON-EXISTENCE OF A BARRIER TO
AWARDING THE PUBLIC CONTRACT**

**SUPPLIER’S AFFIDAVIT REGARDING THE NON-EXISTENCE OF A BARRIER TO
AWARDING THE PUBLIC CONTRACT**

Scanning Electrochemical Microscope

In accordance with Article 5k of Council Regulation (EU) 2022/576 of April 8, 2022, amending Regulation (EU) No. 833/2014 on restrictive measures in view of Russia's actions destabilizing the situation in Ukraine

Name of Bidder (incl. legal form)	[to be filled in by the Bidder]
Registered Office:	[to be filled in by the Bidder]
Business ID:	[to be filled in by the Bidder]
Authorized Representative:	[to be filled in by the Bidder]

hereinafter the “Bidder”

The Bidder hereby solemnly declares that is not:

- a) A Russian national, a natural or legal person, or an entity or body based in Russia,
- b) A legal person, entity, or body that is more than 50 % directly or indirectly owned by any of the entities mentioned in point a) of this declaration, or
- c) A natural or legal person, entity, or body acting on behalf of or under the direction of any of the entities mentioned in points a) or b) of this declaration.

Furthermore, the Bidder declares that none of the entities mentioned in points a) to c) is any subcontractor, supplier, or entity whose capabilities are utilized in the Bidder’s offer if they represent more than 10% of the value of the above-mentioned public contract, or together with them.

This declaration is made by the Bidder of its serious and free will, being aware of all consequences arising from providing false information.

In [] date []
(to be filled in by the Bidder)

[]
*Signature of the
Authorized representative of the Bidder
(to be filled in by the Bidder)*



ANNEX NO. 5 – AFFIDAVIT OF COMMITMENT TO COMPLY WITH THE PRINCIPLES OF SOCIALLY RESPONSIBLE PROCUREMENT AND ENVIRONMENTALLY RESPONSIBLE PROCUREMENT

AFFIDAVIT OF COMMITMENT TO COMPLY WITH THE PRINCIPLES OF SOCIALLY RESPONSIBLE
PROCUREMENT AND ENVIRONMENTALLY RESPONSIBLE PROCUREMENT

Public Contract name
Scanning Electrochemical Microscope

Name (incl. legal form)	[to be filled in by the Bidder]
Registered Office:	[to be filled in by the Bidder]
Business ID:	[to be filled in by the Bidder]
Authorized Representative:	[to be filled in by the Bidder]

hereinafter the “Bidder”

The Bidder undertakes to:

- a) ensure compliance with all labour law regulations (related to working hours, rest periods etc.), as well as employment and health and safety regulations throughout the duration of the contractual relationship established on the basis of this Public Contract, for all persons involved in the performance of the Contract and
- b) ensure compliance with environmental legislation consistent with environmental policy objectives relating to climate change, use of resources and sustainable consumption and production. The Bidder must therefore take all measures that can reasonably be required to protect the environment and reduce the damage caused by noise and other activities.

In [redacted] date [redacted]
(to be filled in by the Bidder)

[redacted]
*Signature of the
Authorized representative of the Bidder
(to be filled in by the Bidder)*



ANNEX NO. 6 - AFFIDAVIT OF NO CONFLICT OF INTEREST

Supplier's Affidavit of Absence of Conflict of Interest

Name of the Public Procurement	Scanning Electrochemical Microscope
Contracting Authority:	Ústav fotoniky a elektroniky AV ČR, v. v. i.
Registered Office:	Chaberská 1014/57, 182 00 Praha 8 - Kobylisy
Business ID:	679 85 882
Participant, including legal form: (hereinafter referred to as "Bidder")	[to be filled in by the participant]
Registered Office:	[to be filled in by the participant]
Business ID:	[to be filled in by the participant]
Authorized Representative:	[to be filled in by the participant]

The Bidder makes the following affidavit that there are no conditions that would create a conflict of interest under Section 44 of Act No. 134/2016 Coll., on Public Procurement, as amended, especially that the Bidder is not directly or indirectly influenced by a conflict of interest in relation to the Contracting authority or the entities involved in the preparation of this procurement procedure, and that the Bidder has no special connection with these entities (e.g., financial, personnel, etc.).

The Bidder also makes the following affidavit that there are no conditions for the existence of a conflict of interest as defined in Section 4b of Act No. 159/2006 Coll., on Conflict of Interest, as amended, meaning that it is not a business company in which a public official listed in Section 2, Paragraph 1, Letter c) of this law or a person controlled by such an official holds at least a 25 % share in the company.

In _____ on _____

Signature of the person
authorized to act on behalf of
or for the Bidder

(participant to fill in the name
of the person authorized to
act on behalf of or for the
Bidder)