



Co-funded by
the European Union



TENDER DOCUMENTATION

for a public procurement procedure for supplies in above-the-limit regime to be contracted in open proceedings

pursuant to Sec. 56 Act No. 134/2016 Coll., on Public Procurement (hereinafter the “PPA”)

Photomultipliers for ECAL@HADES - FAIR III

This tender documentation (“**Documentation**”) has been prepared in accordance with Sec. 28 (1) letter b) PPA and represents a set of terms and conditions in level of detail that is sufficient to submit a bid in the tender (“**Bid**”), except for forms pursuant to Section 212 PPA. The rights and obligations of the Contracting Authority and bidders, respectively participants in the procurement procedure (hereinafter, for the purposes of this Documentation, only “**Supplier(s)**”) within this procedure which are not expressly stipulated herein shall be governed by relevant provisions of the PPA.

Contents

1	Basic information about the Public Contract	3
2	Background, purpose and subject of the Public Contract.....	4
3	Place and Time for Performance of the Public Contract.....	5
4	Supplier's qualification.....	5
5	Bid language	10
6	Method of preparation and form of the Bid	11
7	Tender Documentation Clarification.....	12
8	Manner, time and place for Bid submissions.....	13
9	Bid opening: Date, place and procedure.....	13
10	Structure of the Bid Price	13
11	Evaluation.....	13
12	Selection of Supplier	14
13	Other conditions for concluding a Contract in accordance with Sec. 104 PPA.....	15
14	Commercial and other contractual terms.....	16
15	Exceptionally Low Bid price.....	17
16	Communication between the Contracting Authority and Suppliers.....	17
17	Compliance with international sanctions	18
18	Other	18

1 Basic information about the Public Contract

Contracting Authority:	Ústav jaderné fyziky AV ČR, v. v. i. Registered seat: Husinec - Řež, čp. 130, 250 68 Řež ID number: 61389005 Tax ID: CZ61389005 Represented by: Ing. Ondřej Svoboda, Ph.D., Director (hereinafter the " Contracting Authority ")
Contracting Authority's Attorney pursuant to Sec. 43 PPA:	HOLEC, ZUSKA & PARTNEŘI advokátní s.r.o. Registered seat: Radlická 3185/1c, Smíchov, 150 00 Praha 5 ID number: 07759711 Contact person: Mgr. Jan Dudák, advokát E-mail: zakazky@holec-advokati.cz tel.: +420 296 325 235 (hereinafter the " Attorney ").
Process:	public procurement procedure for supplies (hereinafter the " Public Contract ") in above-the-limit regime to be contracted in open proceedings
CPV code:	31711400-7 - Valves and tubes
Name of the Public Contract:	Photomultipliers for ECAL@HADES - FAIR III
Estimated value of the Public Contract (excl. VAT):	EUR 105.500, -
Availability of Documentation pursuant to Sec. 96 PPA	Documentation has been published at the Contracting Authority's website profile in full extent
Bid submission deadline:	In accordance with the published notification on the public contract (" Notification ").

2 Background, purpose and subject of the Public Contract

2.1 Background and the objective of the Public Contract

The Contracting Authority is a public research institution and recipient of funding provided by the Ministry of Education, Youth and Sports of the Czech Republic (hereinafter "**MEYS**") funded within the MEYS "large infrastructures for research, experimental development and innovation" financial tool as well as of a subsidy from the Programme Johannes Amos Comenius (P JAC) for the implementation of the project FAIR-CZ-OP III. ("Facility for Antiproton and Ion Research - participation of the Czech Republic – OP III.", reg. No. CZ.02.01.01/00/23_015/0008181, hereinafter the "**Project**").

With a view to successful implementation of the Project (FAIR-CZ-OP III.), it is also necessary to provide certain performance according to public contract. The subject of this public contract for supplies will be supply of photomultipliers for ECAL detector.

The objective of the procurement procedure for this Public Contract is to conclude a framework purchase contract, the binding draft of which is attached hereto as Annex No. 1 (hereinafter the "**Contract**"), with a single Supplier. The Contract will be concluded between the Contracting Authority and the selected Supplier for a period of the duration of the Project, which is expected to be completed by the end of 2026. If the Ministry of Education, Youth and Sports of the Czech Republic prolongs the Project, the Contract shall be prolonged as well for the same period as the Project prolongation; this prolongation is a reserved change according to Section 100 (1) PPA.

2.2 Subject matter of the Public Contract

The scope of the Public Contract concerns delivery of the photomultipliers for ECAL detector. Each photomultiplier shall include a socket. The photomultipliers shall fully comply with the requirements and specification stipulated by the Contracting Authority. The supply of photomultipliers shall also include potential additional works and/or deliveries, and a free licence to use the supply for the needs of the Project, including its follow-up phases.

The detail description of the subject matter of this Public Contract is provided in the Technical Specification attached to the binding draft of Contract which is attached hereto as *Annex No. 1*.

2.3 Reasoning of not dividing the Public Contract into parts

This Public Contract is not divided into individual parts. The reason for this Public Contract not being divided into parts is the fact that the subject of the Public Contract represents a homogenous whole lacking any classification by individual domains. Splitting the Public Contract would cause incompatibility of individual photomultipliers, which must work well together and thus be of the same type within the same set. It would also create difficulties in determining which supplier is responsible for the malfunction of the whole set and in claiming the right from defects. Therefore, the Contracting Authority anticipates that the complete subject matter of the Public Contract will be executed fully by one single Supplier meeting the terms and conditions hereof.

3 Place and Time for Performance of the Public Contract

3.1 Place of the performance of the Public Contract

The place of performance of the Public Contract shall be defined as the Czech Republic, specifically the seat of the Contracting Authority.

3.2 Anticipated time of execution

Commencement: 2024

Completion: 2026

Contract signature date depends on the completion of the procurement procedure

4 Supplier's qualification

4.1 Fulfilment of qualification Criteria

Suppliers need to meet requirements relating to qualification as defined in Sec. 73 *et seq.* PPA. Suppliers shall demonstrate that they meet these qualification requirements in the manner and extent specified herein.

Qualification requirements for this Public Contract shall be met by Suppliers who will duly demonstrate the following in their Bid:

- a) Basic qualification pursuant to Sec. 74 PPA;
- b) Professional qualification pursuant to Sec. 77 PPA;
- c) Economic qualification criteria pursuant to Sec. 78 PPA;
- d) Technical qualification criteria pursuant to Sec. 79 PPA.

4.2 Authenticity and age of documents proving qualification

4.2.1 Authenticity

Documents to be provided by Suppliers to demonstrate their qualification may be submitted in simple copies pursuant to Sec. 45 (1) PPA; the Contracting Authority will allow that Suppliers substitute, in accordance with Sec. 86 (2) PPA, written affidavits in place of documents where applicable.

In order for qualification to be proved, the Contracting Authority shall require primarily documents registered in the system that helps identify the certificates requested as a proof of qualification (e-Certis).

Suppliers providing written affidavits in place of documents shall make sure that such affidavits are duly signed by statutory representatives of the Supplier or, if signed by another person, Suppliers shall demonstrate that such other person has been duly authorized to take such legal acts, which demonstrate the Supplier's qualification.

In accordance with Sec. 122 (3) PPA, the Contracting Authority shall send the selected Supplier a call for submission of the documents demonstrating Supplier's qualification, which the Contracting Authority has requested and is not in possession thereof, including the documents of Supplier's qualification demonstrated through other persons pursuant to Sec. 83 (1) PPA. Prior to executing the Contract hereunder, the Contracting Authority may request the Selected Supplier to submit, inter alia, originals or notarized copies of documents demonstrating Supplier's qualifications or other documents pursuant to Sec. 122 PPA.

4.2.2 Age

Documentation demonstrating basic qualification pursuant to Sec. 74 PPA shall demonstrate fulfilment of the required qualification criterion no later than 3 months prior to the commence of the tendering procedure. The selected supplier may be required by the Contracting Authority to submit documents of basic qualification proving compliance with the required qualification criterion at the time after receipt of the call to do so, in accordance with Sec. 122 (4) letter (b) PPA.

4.3 Demonstrating Supplier's qualification obtained abroad

In case the required qualification is obtained abroad, it shall be demonstrated by documents issued in accordance with the law of such country, where it has been obtained, in the extent required by the Contracting Authority.

4.4 Basic qualification

4.4.1 Extent

Suppliers who [within the meaning of Sec. 74 (1) PPA]

- a) have been, in the last 5 years prior to commencement of this procurement procedure, finally convicted of a criminal offence listed in Annex No. 3 to PPA or similar criminal offence(s) under the laws of the Supplier's headquarters country; sentences that had already been struck will not be considered;
- b) have, in the Czech Republic or country of its headquarters, payable tax arrears (outstanding unpaid tax);
- c) have, in the Czech Republic or country of its headquarters, payable insurance arrears or sanction(s) relating to public health insurance;
- d) have, in the Czech Republic or country of its headquarters, payable social security insurance arrears or sanction(s) relating to social security insurance or contributions toward the state employment policy; or
- e) are in liquidation, or subject to insolvency, bankruptcy, under forced administration (receivership) in accordance with other legal regulation or in similar situation according to the laws of the country where headquartered

WILL BE DEEMED TO HAVE BEEN DISQUALIFIED HEREFROM.

If the Supplier is a legal entity, the conditions imposed by Sec. 74 (1) letter a) PPA shall be met by the legal entity and each member of its statutory body. Should a legal entity be a member of the Supplier's statutory body, the conditions imposed by Sec. 74 (1) letter a) PPA shall be met by such legal entity,

- a) and each member of its own statutory body, and
- b) by the person representing this legal entity within the statutory body of the Supplier.

Should the participant in the procurement procedure be a branch of an enterprise

- a) of a foreign legal entity, the conditions imposed by Sec. 74 (1) letter a) PPA shall be met by the legal entity and the manager of the branch of such enterprise,
- b) Czech legal entity, the conditions imposed by Sec. 74 (1) letter a) PPA shall be met by persons listed in Sec. 74 (2) PPA and the manager of the branch of such enterprise.

4.4.2 Demonstration of basic qualification

Suppliers demonstrate their fulfilment of basic qualifications under paragraph 4.4.1. above in relation to the Czech Republic by submitting:

- a) Extract from the Criminal Register in relation to Sec. 74 (1) letter a),
- b) confirmation from the competent financial authority in relation to Sec. 74 (1) letter b),
- c) written affidavit in relation to consumption tax as per Sec. 74 (1) letter b),
- d) written affidavit in relation to Sec. 74 (1) letter c),
- e) confirmation from the competent territorial social security administration in relation to Sec. 74 (1) letter d),
- f) extract from the Commercial Register or by affidavit in writing in case the person has not been registered with the Commercial Register, in relation to Sec. 74 (1) letter e).

Suppliers may use the template affidavit attached hereto as *Annex No. 2*.

If the Supplier is a person headquartered abroad, it shall demonstrate meeting basic qualification with respect to letter a) above only in relation to the country where it has its headquarters.

4.5 Professional qualification

Supplier shall demonstrate its professional qualification in relation to the Czech Republic by submitting an **extract from the Commercial Register** or similar register, if the law requires such registration.

Documentation demonstrating professional qualification of Suppliers needn't be submitted if the laws in the country where such Supplier is headquartered do not require similar professional qualification.

4.6 Economic qualification

The Contracting Authority requires that the minimum annual turnover of the Supplier for the last 3 accounting periods prior to commencement of the procurement procedure amounted to at least **CZK 3.000.000** in each such accounting period.

If the annual turnover of the Supplier is specified in another currency than CZK, the following exchange rate shall be decisive: the average foreign exchange market rate published by the Czech National Bank (hereinafter „**CNB**“) for the accounting period to which the given turnover data is linked by the Supplier (i.e. monthly cumulative averages January to December of the given year are used to convert total annual turnover). For more information, see <https://www.cnb.cz>.

If the Supplier came into existence at a later date, it shall submit information concerning its turnover (and compliance with the required limit) for all accounting periods from the date of its formation.

Suppliers shall demonstrate the turnover by **Profit and Loss Statement** or similar document, according to the laws of the country where the Supplier is headquartered.

Should the Supplier demonstrate its economic qualification through a third person, the Contracting Authority requires that the Supplier and such other person, demonstrating economic qualification on behalf of the Supplier, be jointly and severally liable for the performance to be provided under the Public Contract. This fact shall be demonstrated by the Supplier in a manner defined in Art. 4.8 hereof.

4.7 Technical qualification

4.7.1 List of important deliveries

The Contracting Authority requires that Suppliers submit a **List of Important Supplies** (LIS) provided in the last **3 years** prior to commencement of this procurement procedure. The LIS shall include the following data with respect to each important supply:

- designation of the supply,
- a brief description of the subject matter of the supply showing compliance with the requirements hereof,
- financial value of the supply in EUR or CZK excl. VAT,
- date of supply completion (or period of time when the supply was provided) and
- identification of the client and their contact details for verification.

The Contracting Authority will allow that Suppliers list those deliveries that may have not yet been completed, but the Supplier has already completed a part of such delivery, which meets the definition of an important delivery provided below.

4.7.2 Minimum LIS requirements

The Contracting Authority requires that Supplier provides LIS listing **at least one (1) important supply which will meet the following requirements:**

- **delivery of at least 55 (or more) pieces of photomultipliers of the following specification:
head-on type with head diameter of at least 75 mm**

For the avoidance of doubt, the Contracting Authority states that in the LIS, the Supplier may list either a single delivery consisting of at least 55 photomultipliers or several deliveries consisting of at least 55 photomultipliers in total.

4.7.3 Conflict of Interest

In the event it is demonstrated that the Supplier has a conflict of interest, which could negatively affect performance of the Public Contract, the Contracting Authority may, pursuant to Sec. 79 (1) PPA, deem the technical qualification not duly demonstrated.

4.8 Demonstrating qualification through other persons (Sec. 83 PPA)

Suppliers may demonstrate their economic or technical qualification required by the Contracting Authority through (an)other person(s) according to Sec. 83 PPA. Suppliers shall be in such cases required to provide the Contracting Authority with the following documentation:

- a) documentation demonstrating fulfilment of professional qualification pursuant to Sec. 77 (1) PPA by another person,
- b) documentation demonstrating fulfilment of the missing part of the qualification by another person,
- c) documentation demonstrating fulfilment of the basic qualification pursuant to Sec. 74 PPA by another person, and
- d) a contract or a written confirmation of its existence signed by another person, the content of which is a commitment by the other person to provide the performance intended for the performance of the Public Contract or to provide things or rights which the Supplier will be entitled to dispose of in the performance of the Public Contract, at least to the extent that the other person has demonstrated qualification in place of the Supplier. The aforementioned requirement will be deemed to have been met, where the content of the contract or the confirmation of its existence referred to above implies a commitment on the part of the other person to perform the Public Contract jointly and severally with the Supplier; this shall not apply where the contract or the confirmation of its existence referred to above must comply with the requirements of Sec. 83 (2) PPA. The Contracting Authority requires in Article 4.6 of this Tender Documentation that the Supplier and another person through whom the Supplier demonstrates economic qualification shall be jointly and severally liable for the performance of the Contract. Should a Supplier demonstrate qualification through the other person, and submit documentation pursuant to Sec. 79 (2) letter a), b) or d) PPA relating to such person, the contract or the confirmation of its existence must imply a commitment that such person shall perform those services or construction works that are directly related to the qualification criterion it demonstrated.

4.9 List of Qualified Suppliers

Suppliers may demonstrate their qualifications by presenting a certificate from the List of Qualified Suppliers, in the manner and extent required in Sec. 228 *et seq.* PPA.

4.10 Certified Suppliers System

Suppliers may demonstrate their qualifications by presenting a certificate from the approved system of certified suppliers, in the manner and extent required in Sec. 233 *et seq.* PPA.

4.11 Changes in Suppliers Qualification

Should the Suppliers' qualification change, after the documentation or affidavits demonstrating qualification had already been submitted in the procurement procedure, Suppliers shall be obliged to notify such change to the Contracting Authority within do 5 business days thereof, and submit, within 10 business days from notification, new documentation of affidavits concerning such changed qualification.

5 Bid language

Bids may be prepared in the **Czech or English language** in line with the Contracting Authority's requirements stipulated herein and in the PPA; this requirement does not apply to documents submitted within the Bid outside the Contracting Authority's requirements (e.g. additional publicity information).

Should the PPA or the Contracting Authority require submission of document according to the laws of the Czech Republic, Suppliers may submit similar document according to the laws of the country, where such document is being issued; such foreign documents shall be submitted along with their translation into the above Bid language. Should the Contracting Authority have doubt about the correctness of the translation, it may request that an official translation into the Bid language is procured using a qualified translator who is registered on the list of authorized translator and interpreters. Documents in Czech, Slovak and education certificates (diplomas etc.) in Latin are submitted without translation; the Contracting Authority may also dispense with the obligation to provide a translation for other documents. Should the requested document not be issued under the laws of the 'issuing' country at all, Supplier may substitute it by a written affidavit.

6 Method of preparation and form of the Bid

6.1 Requirements or recommendations relating to structure, contents and preparation of the Bid, incl. documents relating to qualification

6.1.1 Required contents and recommended formal structure of the Bid

The Contracting Authority requires that the Bid is structured as follows:

- a) Cover Letter according to *Annex No. 3* hereto including the Bid price in the structure according to the guidelines stipulated in Art. 10 hereof;
- b) Power of Attorney for the person authorized by the Supplier's statutory representative to act and sign on behalf of the Supplier (where applicable);
- c) documentation demonstrating fulfilment of basic qualification;
- d) documentation demonstrating fulfilment of professional qualification;
- e) documentation demonstrating criteria relating to economic qualification;
- f) documentation demonstrating criteria relating to technical qualification;
- g) draft Contract with all pertinent data filled in; this draft shall fully comply with terms and conditions stipulated herein – *Annex No. 1*; the Contract shall be accompanied with all requested Annexes thereto;
- h) specification of the photomultiplier offered by the Supplier, which will be in accordance with the minimum requirements set out in *Annex No. 1* to the Contract – Technical specification and
- i) statement of the Supplier that there is no Russian involvement on their part in the Public Contract according to *Annex No. 4* hereto.

6.1.2 Formal requirements for the Bid

The Contracting Authority states that it requires the submission of the Bids in writing in Czech or English, and only in electronic form via the following electronic tool.

Detailed information for Bid submission by electronic means:

- a) For Bid submission by electronic means Suppliers shall use the certified electronic tool E-ZAK (hereinafter „E-ZAK“) available on-line at <https://ezak.ujf.cas.cz?lang=en>, where also basic instructions on how to use it and user support contacts can be found.
- b) For this purpose, the Supplier should dispose with proper equipment (e.g. a personal computer, notebook or similar device) meeting the E-ZAK system requirements, including the operational system requirements and internet browser requirements. The system requirements for Bid submission within the E-ZAK environment are outlined at https://ezak.ujf.cas.cz/test_index.html?lang=en. User guide and other manuals with further details are available at <https://ezak.ujf.cas.cz/manual.html?lang=en>.
- c) The Supplier has to register (for the possibility of Bid submission) as a supplier in the electronic tool E-ZAK (see the link „Contractor sign up“ at <https://ezak.ujf.cas.cz?lang=en> or directly the linked webpage <https://ezak.ujf.cas.cz/regitrace.html?lang=en>). In particular,

Supplier's identification data and an electronic signature based on qualified certificate may be required for registration completion. The registration is not charged with any fees.

- d) All files constituting the Bid shall be uploaded by the Supplier to the electronic tool E-ZAK as attachments.
- e) If a request for the signing of specific documents is specified in this Tender Documentation while not accepting the replacement of the document by a simple copy or scan thereof, the individual documents constituting the Bid where the signing is required by the person authorized to represent the Supplier shall be accompanied by an electronic signature based on a qualified certificate pursuant to Act No. 297/2016 Coll., on trust-building services for electronic transactions, as amended.
- f) The Contracting Authority is not responsible for technical conditions and circumstances on Supplier's part. The Contracting Authority recommends Suppliers to consider in particular the stability and (upload) speed of their internet connection when submitting the Bid so that it is submitted within the stipulated Deadline. Please note that Bid submission means the final posting of the complete Bid (i.e. after uploading all its attachments) to the electronic tool E-ZAK.

6.2 Joint Bid Requirements

Joint Bid is a bid submitted by more than one Supplier together. In such a case, the Suppliers submitting such joint bid shall be considered to constitute one Supplier.

Submission of a joint Bid shall be considered to constitute a joint commitment of all involved Suppliers, with such Suppliers being liable, according to Sec. 1874 Act No. 89/2012 Coll., Civil Code, as amended, jointly and severally.

7 Tender Documentation Clarification

Suppliers may request in writing (only by electronic means) that the Contracting Authority provides clarification to this Documentation (by e-mail, databox or via an electronic tool).

Clarifications shall be published at the Contracting Authority's web profile in line with Sec. 98 (4) PPA within 3 business day from receipt of the request.

Clarification requests shall be submitted in the Czech or English language to the Attorney (Art. 1 hereof). Clarification requests shall be delivered in line with Sec. 98 (3) PPA no later than 8 business days prior to the Bid submission deadline.

The Contracting Authority may provide clarifications to Suppliers without receiving specific requests where it feels such clarification may be necessary. The Contracting Authority shall publish/distribute such clarification no later than 5 business days prior to the Bid submission deadline.

8 Manner, time and place for Bid submissions

Supplier shall submit its Bid in writing by electronic means through the electronic tool E-ZAK on the following electronic address for Bid submission:

<https://ezak.ujf.cas.cz/vz00000732>

The time limit for submitting bids expires on the date stated in the Notification ("**Deadline**").

All data and information that may be necessary for Bid submission by electronic means are provided in this Tender Documentation.

9 Bid opening: Date, place and procedure

Bids shall be opened by means of the relevant electronic tool upon expiry of the Deadline.

Bid opening is not public because only electronic means are allowed for their submission.

The opening of the Bids will be carried out in accordance with Sec. 109 PPA.

10 Structure of the Bid Price

Suppliers shall specify the bid price on a separate sheet within the Bid (e.g. on the Cover Letter). The bid price shall be specified as the total purchase price in EUR for the subject-matter of the Public Contract, i.e. the total purchase price in EUR under Art. 6.1 of the Contract, excluding VAT.

The total purchase price in EUR under Art. 6.1 of the Contract shall comprise the price in EUR for 110 photomultipliers (including socket) under Art. 3.4.2 of the Contract and the price in EUR for 10 additional sockets as spare parts under Art. 3.5 of the Contract. These prices in EUR shall be calculated based on the unit prices in EUR under Art. 6.4 of the Contract. The Supplier shall fill in the above prices into the Contract to be submitted within the Bid.

The Bid price shall be quoted as the fixed price, not subject to any adjustment whatsoever during the entire term of the Contract. The total Bid price shall be specified as the maximum acceptable price including all associated costs and fees and shall include all costs relating to the execution of the Public Contract under the terms and conditions defined in the binding draft of the Contract.

The Contracting Authority will not provide any advance payments during the performance of the Public Contract to any Supplier whatsoever.

11 Evaluation

Bids to perform the Public Contract will be evaluated strictly in reference to their economic advantage, i.e. in accordance with Sec. 114 *et seq.* PPA.

11.1 Evaluation criterion

Economical advantage of Bids shall be evaluated on the basis of the lowest quoted bid price.

Criterion	Weight %
Total bid price in EUR excl. VAT	100 %

The total bid price that will be evaluated shall be understood, for the purposes of evaluation, as the total bid price determined in the manner defined in Article 10 herein, i.e. the total purchase price in EUR excl. VAT. The Bid price shall be quoted as the fixed price, not subject to any adjustment whatsoever during the entire term of the Contract. The total Bid price shall be specified as the maximum acceptable price including all associated costs and fees and shall include all costs relating to the execution of the Public Contract under the terms and conditions defined in the binding draft of the Contract.

11.2 Evaluation method

The order of Bids shall be determined according to the quoted bid price. The winning bid (first in this order) shall be the bid quoting the lowest bid price.

The Contracting Authority will not evaluate bids if it should evaluate only one bid supplied by one Supplier.

If Bids have been evaluated, the Evaluation Committee shall produce a report on the Bid evaluation, which shall form a part of the Notification on the Selection of the Supplier within the meaning of Sec 123 PPA.

12 Selection of Supplier

In order to conclude a contract, the Contracting Authority is obliged to select the Supplier whose bid has been evaluated as the most economically advantageous on the basis of evaluation of bids. Where there is only one Supplier participating in the procurement procedure, it may be selected by the Contracting Authority without evaluation.

The Contracting Authority shall send the selected Supplier a call to submit

- a) the documents demonstrating Supplier's qualification, which the Contracting Authority has requested and is not in possession thereof, including the documents of Supplier's qualification demonstrated through other persons pursuant to Sec. 83 (1) PPA. The Contracting Authority may request the Selected Supplier to submit, inter alia, originals or notarized copies of documents demonstrating Supplier's qualifications or other documents pursuant to Sec. 122 PPA;
- b) documents or samples the submission of which is a condition for the conclusion of the contract where the Contracting Authority has reserved the right to do so under Sec. 104 PPA.

If the selected Supplier is a Czech legal entity, the Contracting Authority shall ascertain the data on its beneficial owner pursuant to the Act No. 253/2008 Coll., on selected measures against the legitimisation of the proceeds of crime and financing of terrorism (hereinafter the “**ultimate beneficial owner**”) from the records of ultimate beneficial owners pursuant to the act on public registers of legal and natural persons. The Contracting Authority shall state the ascertained data in the public procurement documentation. For these purposes, the Ministry of Justice will allow the Contracting Authority remote access to the data on the ultimate beneficial owner in accordance with the law governing public registers of legal and natural persons.

If the selected Supplier is a foreign legal entity, the Contracting Authority shall call the Supplier to do the following:

- 1) either to submit an extract from a foreign register similar to the register of ultimate beneficial owners or
- 2) if there is no such register,
 - a) to disclose the identification data of all persons who are its ultimate beneficial owners,
 - b) to submit documents showing the relationship of all persons referred to in letter a) with the Supplier; these documents are in particular
 - (i) extract from the Commercial Register or other similar records,
 - (i) list of shareholders,
 - (ii) decision of the statutory body on the payment of the profit share,
 - (iii) partnership agreement, charter or articles of association.

The Contracting Authority shall exclude a participant which has failed to submit data, documents or samples in accordance with the procedure set out above or if the outcome of sample tests does not correspond to the award criteria stipulated in this procurement procedure.

13 Other conditions for concluding a Contract in accordance with Sec. 104 PPA

As another condition for concluding the Contract in accordance with Sec. 104 letter a) PPA, the Contracting Authority requires the selected Supplier to submit a **sample consisting of three (3) pieces of photomultipliers** (hereinafter “**sample**”). The sample must be documented, including output sheets, which must contain the following quantities with respect to each piece:

- a) cathode luminous sensitivity,
- b) anode luminous sensitivity,
- c) anode dark current
- d) cathode blue sensitivity index/blue filter measurement (CS 5-58, half stock)

The Contracting Authority also stipulates that the sample will undergo a verification of the declared parameters which are required in technical parameters in the Contracting Authority's environment:

- a) Verification of Physical dimensions and parameters and
- b) Verification of Detection properties.

The Contracting Authority defines that the verification of Physical dimensions and general properties will be performed as follows:

- The measurement will be made using standard metrology equipment with precision equal or better than ± 0.5 mm. The relevant quantities to be verified are:
 - Head-on/end window type
 - Head diameter (do)
 - Tube diameter (di)
 - Head length (hh)
 - Length (only PMT without pins and tube plug) (hb)
 - Full length (hmax)
 - Effective diameter
- The required values of Physical dimensions and general properties, that shall be met by the photomultipliers in the sample as well as by the photomultipliers to be supplied under the Contract, are defined in the Technical Specification attached as Annex No. 1 to the Contract, namely in section “Physical dimensions and general properties”.

The Contracting Authority defines that the verification of Detection properties will be performed as follows:

- The measurement will be conducted using the industry standard methodology in order to verify the following quantities, with precision equal or better than 10 % of the declared value. The relevant quantities are:
 - Cathode luminous sensitivity
 - Anode luminous sensitivity
 - Blue sensitivity index/Blue filter measurement
 - Rise time
 - Electron transit time
 - Linearity
 - Dark current
- The required values of Detection properties, that shall be met by the photomultipliers in the sample as well as by the photomultipliers to be supplied under the Contract, are defined in the Technical Specification attached as Annex No. 1 to the Contract, namely in section “Detection properties”.

14 Commercial and other contractual terms

Commercial and other contractual terms within the meaning of Sec. 37 (1) letter c) PPA, defining the future framework for the contractual relationship between the Contracting Authority and the selected Supplier, have been stipulated in detail in the binding draft of the Contract, which is attached hereto as *Annex No. 1*.

Suppliers shall fill in the required information into this binding draft Contract (their own identification information, information relating to evaluation criteria and other data as may be highlighted throughout the text of the draft Contract). The resulting filled-in binding draft shall be

then submitted as their own draft Contract. The draft Contract shall be duly signed by person(s) duly authorized by the Supplier to act and sign on its behalf.

Suppliers shall not be authorized to amend or modify the text of the draft Contract with the exception of information that they are required to fill in. Should a Supplier amend or modify any part of the Contract, which the Contracting Authority did not authorize, or enters information that are contrary to the Contracting Authority's requirements, the Bid shall be considered to have failed to comply with the terms and conditions of this procurement procedure.

15 Exceptionally Low Bid price

The Contracting Authority shall evaluate whether the prices offered constitute an especially low Bid price prior to distributing notification on the selection of the Supplier. In the event an exceptionally low Bid price is identified, the Contracting Authority shall request the Supplier to justify the method of arriving at such price in writing and proceed pursuant to Sec. 113 PPA.

16 Communication between the Contracting Authority and Suppliers

No communication between the Contracting Authority and Suppliers may prejudice confidentiality of Bids or completeness of the information contained therein. The Contracting Authority shall not be allowed to access the Bids' contents before the deadline for their submission.

The Contracting Authority requires, in order to maintain legal clarity of the procurement procedure, that all communication with the Contracting Authority is conducted solely and exclusively in written electronic form. Any other methods of communication, e.g. personal meetings, telephone conferences etc., shall be excluded except for expressly defined statutory procedure, that is exceptionally permissible if conditions stipulated by law are met. Unless therein stipulated otherwise, all acts by the Contracting Authority towards Suppliers or acts by Suppliers toward the Contracting Authority within the procurement procedure shall be electronic in writing. Documents exchanged pursuant to the PPA may be delivered in by electronic means (e.g. electronic mail, electronic tool, via data box, etc.). When communicating by means of a data box, document shall be deemed to have been delivered by delivery into the addressee's data box. Acts toward the Contracting Authority shall be delivered to the Attorney referred to in Art 1 of this Documentation.

If a Bid is submitted by more Suppliers jointly, they are required to state in their Bid what is their joint delivery address for any correspondence with the Contracting Authority. Transmission of any documents to this joint address shall constitute a proper delivery to all participants in the joint Bid. The Contracting Authority has however reserved the right to send documents to each Supplier - party to a joint Bid separately.

17 Compliance with international sanctions

Suppliers and their subcontractors participating in this public procurement procedure shall be aware of the legal and economic risks in case current or future international sanctions are affecting their participation in the procedure for, conclusion and/or performance of the Public Contract (i.e., prohibition or restriction as regards, for instance, entering into a Contract, get paid for the supply, export or import of a certain type of goods, etc.).

By submitting a Bid, Suppliers declare that in connection with this Public Contract they comply and shall further comply with all legal regulations imposing international sanctions including those imposed as coercive measures applied against States, non-State entities or individuals that pose a threat to international peace and security. A false affidavit or a breach thereof may be sanctioned or lead to non-execution of the contract or non-payment for the supply provided. A false affidavit thereon or a breach thereof may lead to, among others, exclusion from the public procurement procedure, non-execution of the Contract or non-payment for the supply provided thereunder.

The Contracting Authority may proceed in accordance with valid legal regulations imposing international sanctions and may apply international sanctions under such legal regulations, for example, freezing of economic resources, stop performance of the Contract or withdraw from the Contract, where applicable.

18 Other

18.1 Other reserved rights of the Contracting Authority

The Contracting Authority further reserves the following rights and conditions:

- a) Given the nature of the subject-matter of the Public Contract, the Contracting Authority will not allow alternative Bid pursuant to Sec. 102 PPA;
- b) The Contracting Authority shall not make any payment to Suppliers in connection with their participation in this procurement procedure;
- c) The Contracting Authority may assess fulfilment of conditions relating to participation in the procurement procedure prior to Bid evaluation or after the Bid evaluation.

18.2 Binding nature of the Contracting Authority's requirements

The information and data stipulated by the Contracting Authority in various parts of the tender Documentation constitute mandatory requirements. Each Supplier shall be obliged to fully and unconditionally respect these requirements when processing their respective Bids. Non-acceptance of the Contracting Authority requirements specified in the tender Documentation may constitute failure to fulfil tender terms and conditions.

18.3 Confidentiality

Suppliers shall be obliged to treat all information that will be provided to them during the tender procedure period as strictly confidential (except for information that were published). Suppliers shall be obliged to refrain from any acts that might disrupt the transparent and non-discriminatory

conduct of the procurement procedure, in particular any actions that could result in a distortion of competition between Suppliers within this Public Contract procurement procedure.

Should parties hereto exchange any information identified as confidential with each other during the Contract negotiations, the receiving party to which the information was provided shall not disclose such information to any third party, nor use it contrary to their purpose for its own needs, regardless of whether the Contract is eventually concluded or not. The party breaching this duty shall be liable to pay damages, in accordance, by analogy, with Sec. 2913 Act No. 89/2012 Coll., Civil Code, as amended.

18.4 Site inspection

The Contracting Authority does not organize any site inspection of the place of performance under this Public Contract pursuant to Sec. 36 (6) and Sec. 97 PPA.

18.5 Tender period

The Contracting Authority does not define a specific tender period within the meaning of Sec. 40 PPA.

18.6 Security (guarantee)

The Contracting Authority does not require a security (e.g. bank guarantee), within the meaning of Section 41 of the PPA, to be provided in the procurement procedure in order to ensure fulfilment of the Supplier's obligations arising out of participation in the procurement procedure.

18.7 Preparation of the tender terms and conditions

These terms and conditions were not prepared by any persons outside the Contracting Authority. There were no preliminary market consultations for this Public Contract.

Annexes:

Annex No. 1 – Binding draft of Framework Purchase Contract, including Technical specification

Annex No. 2 – Affidavit to basic qualification (template)

Annex No. 3 – Cover Sheet (template)

Annex No. 4 – Affidavit on Russian Non-involvement (template)

In Řež on 9. 4. 2024

Ing. Ondřej Svoboda, Ph.D., director