



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



TENDER DOCUMENTATION AND INVITATION TO SUBMIT APPLICATION TO PARTICIPATE

for a public procurement procedure for services in the under-the-limit regime to be contracted
in negotiated procedure with publication

pursuant to Sec. 60 et seq. of Act No. 134/2016 Coll., on Public Procurement, as amended
(hereinafter the “**PPA**”)

AMS measurement of ^{14}C graphites

This tender documentation (“**Documentation**”) has been prepared in accordance with Sec. 28 (1) letter b) PPA and represents a set of terms and conditions (except for forms pursuant to Sec. 212 PPA) in the level of detail that is sufficient for participation of suppliers in the tendering procedure, specifically with regard to filing the application to participate and demonstrating required qualifications.

Additional data and information that may be necessary for preparation of a preliminary bid, respectively bid to perform the public contract, which are not included in this Documentation as they are not yet known, will be provided to suppliers within the framework of an invitation to submit preliminary bids in accordance with Sec. 61 para 5 PPA, respectively within the framework of an invitation to submit bids in accordance with Sec. 61 para 11 PPA, or during negotiations on preliminary bids.

The rights and obligations of the Contracting Authority and suppliers / bidders, respectively participants in the tendering 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.

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1 Basic information about the Public contract

Contracting Authority:	<p>Ústav jaderné fyziky AV ČR, v. v. i. Husinec - Řež, čp. 130, 250 68 Řež ID No.: 61389005 Tax ID No.: CZ61389005 Represented by: RNDr. Petr Lukáš, CSc., Director and Archeologický ústav AV ČR, Praha, v. v. i. Letenská 123/4, 118 01 Praha 1 ID No.: 67985912 Tax ID No.: CZ67985912 Represented by: Mgr. Jan Mařík, Ph.D., Director (hereinafter jointly the “Contracting Authority” or “Consortium of Contracting Authorities”)</p>
Contracting Authority’s Attorney pursuant to Sec. 43 PPA:	<p>HOLEC, ZUSKA & Partneři, sdružení advokátů Palác Anděl, Radlická 3185/1c, 150 00 Praha 5 ID No.: 662 31 051, Tax ID No.: CZ 5912220776 Represented by: JUDr. Karel Zuska, partner Contact person: Mgr. Matej Kliman e-mail: mkliman@holec-advokati.cz Phone: +420 296 325 235 Fax: +420 296 325 240 (hereinafter the “Attorney”)</p>
Legal Process:	public procurements procedure for services (hereinafter the “ Public Contract ”) in under-the-limit regime to be contracted in negotiated procedure with publication
CPV Code:	73111000-3 - Research laboratory services
Name of the Public contract:	AMS measurement of ¹⁴C graphites
Estimated value of the Public contract (excl. VAT):	CZK 2.611.570 (excl. VAT)
Availability of Documentation pursuant to Sec. 96 PPA	Documentation has been published at the Contracting Authority’s website profile in full extent

Application submission deadline:	In accordance with the notification on the public contract published in the Czech Journal of Public Procurement (" Notification ")
Anticipated bid submissions date:	February 2019

2 Background and legal nature of the Public Contract

2.1 Background and the objective of the Public Contract

The Contracting Authority, Ústav jaderné fyziky AV ČR, v. v. i. (Nuclear Physics Institute of the CAS) is a public research institution, represents the Consortium of Contracting Authorities and is entitled to carry out any acts and activities connected with the Negotiated Procedure for this Public Contract. The Consortium of Contracting Authorities' aim within the Public Contract is ensuring the necessary AMS measurements of ^{14}C in prepared graphites for research purposes during the RAMSES project.

The subject of this public contract for services will be ^{14}C measurement in graphites prepared in the CRL laboratory during the RAMSES project (i.e. from 1st March 2018 to 28th February 2023). CRL requests AMS measurement of graphites with satisfactory uncertainties as defined herein and within the delivery periods stipulated in the Contract (hereinafter the "**Services**").

The objective of the procurement procedure for this Public Contract is to conclude a public contract between the Contracting Authority and the selected Supplier, draft of which is attached hereto as *Annex No. 1* (hereinafter the "**Contract**"). The Contract is a Framework Agreement with a single participant.

2.2 Subject of the Public Contract

The scope of the Public Contract is following:

AMS (accelerator mass spectrometry) measurement of ^{14}C in graphites in accordance with the criteria listed in 2.2.1 hereunder.

Subject of the Public Contract is specified in detail in the attached draft Contract, including its complete technical specification.

The Contracting Authority requires, in accordance with Sec. 89 (3) PPA, that the Public Contract's subject is performed using the technical equipment as listed under Art. 6.6.1 hereof. Furthermore, the Contracting Authority seeks Services complying with the following technical parameters which simultaneously represent the minimum technical conditions for the required performance within the meaning of Sec. 61 (4) PPA:

2.2.1 Measurements

Guaranteed (limiting) uncertainty¹ (one sigma) of AMS measurement must be less than 25 years BP of Conventional radiocarbon age² for OXA II (NIST SRM 4990C) per one graphite with 1 mg of sample carbon (or corresponding uncertainty for different ¹⁴C activities of other samples).

Number of calibration (OXA II) and fossil graphites (tax free) per one magazine with sample graphites must be at least 3. Please note that the maximal number of graphites per one magazine (including OXA II and fossil) shall be specified by the Supplier within the preliminary Bid.

The results of measurements to be delivered by the Supplier to the Contracting Authority shall include:

- 1) Sample number and description (as indicated by the Contracting authority),
- 2) Sample activity (reported in years BP of conventional radiocarbon age),
- 3) Uncertainty of the sample activity (one sigma, reported in years BP of conventional radiocarbon age),
- 4) Graphite activity, reported in pMC (percentage of Modern Carbon, including measurement of OXAII and fossil graphites),
- 5) Uncertainty of each graphite pMC (one sigma, percentage of Modern Carbon, including measurement of OXAII and fossil graphites),
- 6) Delta ¹³C of each graphite (in per mill of PDB, as measured by AMS system, including measurement of OXAII and fossil graphites),
- 7) Ion current of ¹²C for each graphite,
- 8) and, if available, Current of molecular ions (¹³CH) of each graphite.

2.3 Anticipated scope of Services

The Contracting Authority assumes approx. a number of 5 – 70 graphite samples per month to be submitted by the Contracting Authority to the Supplier for measurement pursuant to the Public Contract. The exact number will depend mainly on the current Contracting Authority's needs resulting from the execution of RAMSES project. The total amount of measurements is limited by the value of the Public Contract.

2.4 Justification for not dividing the Public Contract into several parts

When formulating the subject of Public Contract, the Contracting Authority has carefully considered the possibility of dividing it into several parts and concluded that such division is

¹ Curie LA. 1995. Nomenclature in Evaluation of Analytical Methods Including Detection and Quantification Capabilities. (IUPAC Recommendation 1995). *Pure & Appl. Chem.* 67(10): 1699-1723.

² Stuiver M, Polach HA. 1977. Reporting of ¹⁴C data. *Radiocarbon* 19(3): 355-363.

not possible in this instance, primarily due to the nature of the performance required. All performance provided within the present Public Contract needs to be provided as one indivisible whole in order to ensure problem-free provision of all the Services. Potential alternative in the form of the Public Contract being divided into several constituent parts fulfilled by a number of suppliers would result in insurmountable organizational obstacles, which could not be remedied contractually, and that might in effect frustrate applicability of outputs obtained through this Public Contract.

2.5 Justification for use of the negotiated procedure with publication

Considering, among others, the quite unusual subject of the Public Contract as well as its research and development nature, the process might require negotiations to take place, in accordance with Sec. 60 para 1 letter c) PPA, prior to the commissioning of the Public Contract, and thus the negotiated procedure with publication represents the preferred process. Notwithstanding the foregoing, the Contracting Authority is entitled to use the negotiated procedure with publication, in accordance with Sec. 52 letter b) point 1 PPA, even without fulfilling the conditions under Sec. 60 PPA, since this Public Contract is to be contracted in under-the-limit regime.

2.6 Purpose of the framework agreement

It shall be understood that due to the objective impossibility of estimating the actual need for the prepared samples, the Contracting Authority shall not be obliged to order any services from the Supplier, even not until the amount equal to the total value of the Contract (framework agreement) will have been used in full. Therefore, the Supplier may not seek from the Contracting Authority any Order(s) in connection herewith, nor claim on the Contracting Authority any payment or compensation except for the stipulated price to be paid for the actually ordered and duly delivered parts of the services within the performance of the Public Contract.

2.7 References in the Documentation

References contained in the Documentation to specific suppliers or product, patents or inventions, industrial designs, trademarks or denominations of origin, shall be interpreted to allow the Supplier to propose an equivalent solution within the meaning of Sec. 89 para 6 PPA.

3 Place and Time for 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.

Anticipated time of execution

Commencement: Immediately after the Contract becomes legally effective

Completion: in 48 months upon Contract conclusion (signature)

Contract signature date depends on the completion of the tendering procedure.

4 Estimated value of the Public Contract

4.1 Estimated value of the Public Contract

Estimated value of the Public Contract is defined in Article 1 hereof.

5 Tendering procedure

5.1 Application to participate

Suppliers shall file an Application to participate with the Contracting Authority in a manner defined in Article 8 of this Documentation and within the deadline stipulated therein (hereinafter the “**Application**”). By submitting the Application within the stipulated deadline, Suppliers become participants in the tendering procedure. The Contracting Authority recommends that Applications are prepared in accordance with requirements defined in Article 7 hereof. Suppliers demonstrate their qualifications within the Application.

5.2 Evaluation of the required qualifications

Qualifications (as defined in Article 6 hereof) will be evaluated after the Application submissions date expires. Meeting the required standards of qualification represent a prerequisite for further participation in the tendering procedure. Suppliers who fail to demonstrate their qualification in the required standard will be excluded from further tendering procedure and will not be invited to submit a preliminary bid (hereinafter the “**Preliminary Bid**”). Suppliers who had not been excluded will be invited by the Contracting Authority, in line with Sec. 61 para 5 PPA, to submit Preliminary Bids.

5.3 Evaluation of fulfilment of other conditions for participation in the tendering procedure

Evaluation of fulfilment of other conditions for participation in the tendering procedure will be carried out throughout the individual phases of the procedure, but no later than before the decision on the selection of the winning supplier.

5.4 Submission of Preliminary Bids

The **Invitation to submit a Preliminary Bid**, within the meaning of Annex 6 to PPA, will contain all information that may be required for proper preparation and submission of the Preliminary

Bid, including the deadline for such submissions.

Preliminary Bids may be submitted only by those Suppliers who will be invited to do so. Suppliers who were not invited to submit a Preliminary Bid may not submit joint Preliminary Bid.

Submission of Preliminary Bid shall be governed by rules defined in Sec. 107 para 1 and 3 through to 5 PPA. Opening of Preliminary Bids shall be governed by Sec. 108 and Sec. 109 PPA. The Contracting Authority assumes that it will negotiate with Suppliers on the contents of Preliminary Bids.

The Contracting Authority concurrently reserves the right, in line with Sec. 61 para 8 PPA, not to negotiate on the submitted Preliminary Bids and to commission the Public Contract on the basis of submitted Preliminary Bids alone. For this reason, the Contracting Authority will open Preliminary Bids using the procedure defined in Sec. 108 and Sec. 109 PPA. The Contracting Authority states that it will not be reducing the number of Preliminary Bids in accordance with Sec. 112 PPA during negotiations with Suppliers.

5.5 Negotiation with Suppliers (if the Contracting Authority does not invoke the right not to negotiate)

If the Contracting Authority chooses to negotiate, it will do so separately with each of the Suppliers, in the order in which the Contracting Authority received their Preliminary Bids. In each round of negotiations, only one meeting may take place with each Supplier. Negotiations will be held at the Contracting Authority's headquarters or at the Attorney's office.

Negotiations will commence after the Contracting Authority reviews the content of Preliminary Bids. Then the Contracting Authority shall send out invitations to all Suppliers providing the exact location and date of each meeting; these invitations will be sent out at least 7 days before the date of each meeting. The Contracting Authority will be entitled to limit duration of each meeting within the invitation, that will be the same for all Suppliers. The meetings will be held in the Czech or English language.

The Contracting Authority will negotiate with Suppliers in order to improve their Preliminary Bids in favour of the Contracting Authority. The Contracting Authority will be also entitled to request an explanation of any part of the Preliminary Bid and Suppliers shall provide such either verbally or in writing. The Contracting Authority will produce a record for each meeting for its purposes, which may be provided, upon request, to the relevant Supplier participating in such meeting.

The Contracting Authority will provide information to all Suppliers in a non-discriminatory manner, i.e. all general information that does not relate to only one particular Supplier and / or is not confidential, will be provided to other Suppliers without delay, but no later than before the next round of negotiations.

The Contracting Authority reserves the right to disclose to all Suppliers, upon completion of each round, changes in the total bid price that was made in negotiations with each Supplier. The Contracting Authority shall, upon completion of each meeting, provide the Supplier with additional time for adjustment of its Preliminary Bid, depending on the outcome of the negotiations, unless the Supplier states during negotiations that the Preliminary Bid price will

not be adjusted in the course of the respective round of negotiations.

The Contracting Authority may modify or amend the terms and conditions, in particular the technical conditions, except for the minimum binding technical conditions defined in Article 2.2 hereof. Any such change or addition to the terms shall be notified by the Contracting Authority to all Suppliers in writing and the Contracting Authority shall provide additional reasonable time to adjust Preliminary Bids.

The Contracting Authority shall notify Suppliers in the written invitations to negotiate which specific round of negotiations will be the final round. Upon completion of such final round of negotiations, the Contracting Authority will not organize any additional rounds. The Contracting Authority reserves the right to carry out only one round of negotiations.

Once the final round of negotiations will have been completed, the Contracting Authority will invite Suppliers, in accordance with Sec. 61 para 11 PPA, to submit their final bids (hereinafter the "**Bid(s)**").

5.6 Bid Submissions

The **Invitation to submit Bids** will contain all information and data that may be required to duly prepare and submit Bids, as well as terms defined in Annex 6 to PPA, including the Bid submission deadline.

Submission of Bids shall be governed by Sec. 107 PPA. Opening of Bids shall be governed by Sec. 108 and Sec. 109 PPA.

6 Suppliers' Qualifications

6.1 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) Technical qualification criteria pursuant to Sec. 79 PPA.

6.2 Authenticity and age of documents proving qualification

6.2.1 Authenticity

According to Sec. 86 (1) PPA the Contracting Authority requires primarily documents registered in the system that helps identify the certificates requested as a proof of qualification (e-Certis).

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, affidavits in place of documents where applicable.

Suppliers providing 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 demonstrating the Supplier's qualification. The Contracting Authority will not require that signatures on affidavits are officially verified.

The Contracting Authority shall require, in accordance with Sec. 86 (3) PPA, that the selected Supplier submits, prior to concluding the Contract hereunder, originals / notarized copies of documents demonstrating Supplier's qualification, which the Contracting Authority shall keep as a part of the Public Contract documentation.

6.2.2 Age

Documentation demonstrating basic qualification pursuant to Sec. 74 PPA and professional qualification pursuant to Sec. 77 (1) PPA shall demonstrate fulfilment of the required qualification criterion no later than 3 months prior to the commencement of the tender proceeding.

6.3 Demonstrating Suppliers' qualifications 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.

6.4 Basic qualification

6.4.1 Extent

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

- a) have been, in the last 5 years prior to commencement of this tendering procedure, finally convicted of a criminal offence listed in Annex 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 tendering 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.

6.4.2 Demonstration of basic qualification

Suppliers demonstrate their fulfilment of basic qualifications under Article 6.4.1 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 district 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).

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.

In accordance with Article 6.2.1 hereof, Suppliers may use the template affidavit attached hereto as *Annex No. 2* in place of the documents listed in art. 6.4.2 hereof for the purposes of demonstration of basic qualification within their applications. Nevertheless, prior concluding the Public Contract the Contracting Authority shall require the selected Supplier to submit also the originals/notarized copies of the above listed documents demonstrating basic qualification if they have not been submitted by the Supplier within the Negotiated Procedure (see art. 6.2.1 above).

6.5 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 may not be submitted if the laws in the country where such Supplier is headquartered do not require similar professional qualification.

6.6 Technical qualification

6.6.1 Description of required technical equipment

The Contracting Authority will require that Suppliers submit description of technical equipment, i.e. they shall demonstrate they dispose with a laboratory equipment (an AMS system) that meets the Contracting Authority's minimum requirements and will serve for the performance under the Public Contract and they shall provide a brief description of that equipment (AMS system) as well.

The Contracting Authority requires the following minimum level of technical equipment:

- **Laboratory for measurement**

Laboratory for measurement has to be equipped with a proper AMS system corresponding to the subject matter and purpose of the Public Contract and fully capable of achieving at least the requirements listed in Article 2.2.1 hereof.

6.6.2 Demonstration of compliance with the minimum requirements on technical equipment

Suppliers shall demonstrate compliance with the technical qualification requirements under this Article by submitting a description (or inventory) of the technical equipment at his disposal in the form of a written affidavit. Part of this affidavit must be the Supplier's declaration that the technical equipment will be fully available for the performance under the Public Contract.

The Contracting Authority reserves the right to request additional documents proving the data declared in the submitted affidavit or to inspect the technical equipment if there are any doubts about the information given in the submitted affidavit.

6.6.3 List of important services

The Contracting Authority will require that Suppliers submit a **List of Important Services** (LIS) provided in the last 3 years prior to commencement of this tendering procedure including the price thereof and period when provided, along with identification of the client.

The Contracting Authority will allow that Suppliers list those services that may have not yet been completed, but the Supplier has already completed a part of such services, which meets

the definition of an Important Service provided below.

6.6.4 Minimum LIS requirements

The Contracting Authority requires that Suppliers provide LIS listing at least **5 Important Service(s)**. Important Service shall be understood as:

- a) Provision of services similar to the subject matter of this Public Contract in a minimum value of CZK 236.363,60 excl. VAT (i.e. 10 % of this Public Contract estimated value).

6.6.5 Team

The Contracting Authority will require that Suppliers submit a **List of Team Members** involved in the performance of the Public Contract including their identification data, function and assumed role within performance of the Public Contract as well as professional qualifications or experience in services similar to the Public Contract's subject.

6.6.6 Minimum requirements on Team

The Contracting Authority requires that Suppliers provide List of Team Members listing at least **2** experts/researchers each of whom has at least **2** years of experience in services similar to the subject matter of this Public Contract. Part of this List must be the Supplier's declaration that the listed technicians or their adequate substitutes will be fully available for the performance under the Public Contract; a substitute not complying with at least the minimum required level of qualification is inadequate.

6.6.7 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.

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

Suppliers may demonstrate certain parts of their technical qualification through (an)other person(s). Suppliers shall in such cases be required to provide the Contracting Authority with the following documentation:

- a) documentation demonstrating fulfilment of professional qualification pursuant to Sec. 77 (1) by such another person or persons,
- b) documentation demonstrating fulfilment of the missing part of the qualification by such another person,
- c) documentation demonstrating fulfilment of the basic qualification pursuant to Sec. 74 by such another person, and
- d) a commitment in writing entered into by such another person to provide performance

intended for the Public Contract or to provide assets or rights with which the Supplier will be authorized to use during execution of the Public Contract, at least in the extent, in which such another person demonstrated its qualification on behalf of the Supplier. This requirement will be deemed to have been met, if the written commitment of such another person includes joint and several liability of this person for the performance of the Public Contract along with Supplier. Should a Supplier demonstrate qualification through another person, and submit documentation pursuant to Sec. 79 (2) letter a), b) or d) PPA relating to such person, the commitment in writing made out by such person shall also include that such person shall perform those services that are directly related to the qualification criterion it demonstrated.

6.8 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 *at seq* PPA.

6.9 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 *at seq* PPA.

6.10 Changes in Suppliers Qualification

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

7 Recommended method of preparation and form of the Application

7.1 Application language

Applications may be prepared in **the Czech or the 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 Application outside the Contracting Authority's requirements (e.g. supplementary promotional documents).

Should the PPA or the Contracting Authority require submission of a document according to the laws of the Czech Republic, Suppliers may submit a 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 Czech (or English). Should the Contracting Authority have doubt about the correctness of the translation, it may request that an official translation

is procured using a qualified translator into the Czech (or English) language who is registered on the list of authorized translators and interpreters. Documents in Slovak and education certificates (diplomas etc.) in Latin may be submitted without translation. Should the requested document not be issued under the laws of the 'issuing' country, it may be substituted by an affidavit.

7.2 Structure and contents of the Application

The Contracting Authority recommends that the Application is structured as follows:

- a) documentation demonstrating fulfilment of basic qualification;
- b) documentation demonstrating fulfilment of professional qualification;
- c) documentation demonstrating fulfilment of criteria relating to technical qualification;
- d) Power of Attorney for the person authorized by the Supplier's statutory representative to act and sign on behalf of the Supplier (where applicable).

7.3 Recommended formal requirements for the preparation of the Application

The Contracting Authority requires that Applications are submitted only in writing in electronic form using the relevant electronic tool.

Detailed information for Application submission by electronic means:

- a) For Application submission by electronic means Suppliers shall use the certified electronic tool E-ZAK (hereinafter „**E-ZAK**“) available on-line at <https://ezak.e-tenders.cz>, where also 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 as described at <http://www.ezak.cz/fag/pozadavky-na-system> and internet browser requirements, namely the following: a common internet browser, preferably a newer version, should suffice provided that SW Java, preferably version 1.8 or higher (required for work with an electronic signature applet), or Java Runtime Environment is installed and enabled and that cookies are allowed.
- c) The Supplier has to register (for the possibility of Application submission) as a supplier ("dodavatel") in the electronic tool E-ZAK (see the link „Registrovat dodavatele“ at <https://ezak.e-tenders.cz>). 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) If in this Tender Documentation is required that a specific document has to be signed by the Supplier (or the person duly authorized to sign on its behalf) while its replacement by a copy or scan is not allowed, the documents has to be signed electronically with an electronic signature based on a qualified certificate according to the Act No. 297/2016 Coll., on trust services for electronic transactions, as amended.

- e) 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 Application so that it is submitted within the stipulated Deadline. Please note that Application submission means the final posting of the complete Application (i.e. after uploading all its attachments) to the electronic tool.

8 Manner, time and place for Application submissions

Supplier shall submit its Application **in writing by electronic means** through the electronic tool E-ZAK as follows:

Electronic address for Application submission:

<https://ezak.ujf.cas.cz/vz00000076>

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

The deadline for Application submission is specified in the Notification (hereinafter the "**Deadline**").

9 Application opening

Applications shall be opened by means of the relevant electronic tool after expiry of the Deadline for their submission specified in the Notification.

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

10 The bid Price and other values to be filled in by Suppliers in the Preliminary Bid and in the final Bid corresponding to the evaluation criteria

Within the Preliminary Bid and in the Final Bid, Suppliers shall insert a separate sheet specifying the bid price and the other data that corresponds to the evaluation criteria, as follows. The Contracting Authority reserves the right to require the Suppliers to fill-in the data, either along with or instead of the that separate sheet, into a form available in the electronic tool.

10.1 Structure of the bid Price in the Preliminary Bid and in the final Bid

The bid price shall be specified as the **unit price in CZK for an AMS measurement of one (1) sample graphite in accordance with the requirements listed in Article 2.2.1 hereof** providing information on price excluding VAT, the applicable VAT rate and the total price including 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 draft of the Contract.

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

10.2 Uncertainty of measurement proposed by Suppliers in the Preliminary Bid and in the final Bid

The uncertainty of measurement proposed by the Supplier in the Bid shall be specified as the **uncertainty (in year of BP) for measurement of OXA II graphite** provided that the measurement complies with the requirements listed in Article 2.2.1 hereof.

10.3 Delivery period proposed by Suppliers in the Preliminary Bid and in the final Bid

The delivery period proposed by the Supplier in the Bid shall be specified as the **delivery period (in calendar days) within which the Supplier is obliged to deliver the results of measurement to the Contracting Authority** in compliance with the requirements listed in Article 2.2.1 hereof; the delivery period starts upon submitting the graphites to the Supplier for measurement and has to be no longer than 60 calendar days.

11 Evaluation of the Bids (respectively the Preliminary Bids)

11.1 Evaluation criteria

Bids to perform the Public Contract (or Preliminary Bids, should the process follow process defined in Sec. 61 para 8 PPA) will be evaluated strictly in reference to their economic advantage, i.e. in accordance with Sec. 114 *et seq.* PPA.

Economical advantage of Bids shall be thus evaluated on the basis of the following evaluation criteria:

	Criterion	Weight %
1.	Bid price in CZK excl. VAT	60 %
2.	Technical level and quality	40 %

Whereas the criterion of Technical level and quality shall consist of the following partial criteria:

	Partial criterion	Partial Weight %	Total Weight %
2.1	Uncertainty of measurement	75 %	30 %
2.2	Delivery period	25 %	10 %

11.2 Bid price in CZK excluding VAT

The bid price that will be evaluated shall be understood, for the purposes of evaluation, as the bid price determined in the manner defined in Article 10.1 hereof, i.e. the **unit price (in CZK excl. VAT) for an AMS measurement of one (1) sample graphite in accordance with the requirements listed in Article 2.2.1 hereof.**

11.3 Technical level and quality

The Contracting Authority shall evaluate the 'Technical level and quality' based on the partial criterion of uncertainty of measurement and the partial criterion of delivery period according to their respective values proposed by the Supplier in the Bid.

The uncertainty of measurement that will be evaluated shall be understood, for the purposes of evaluation, as the uncertainty determined in the manner defined in Article 10.2 hereof, i.e. the **uncertainty (in years of BP) for measurement of OXA II graphite** provided that the measurement complies with the requirements listed in Article 2.2.1 hereof. The uncertainty must be less than 25 BP.

The delivery period that will be evaluated shall be understood, for the purposes of evaluation, as the delivery period determined in the manner defined in Article 10.3 hereof, i.e. the **delivery period (in calendar days) within which the Supplier is obliged to deliver the results of measurement to the Contracting Authority** in compliance with the requirements listed in Article 2.2.1 hereof; the delivery period starts upon submitting the graphites to the Supplier for measurement and has to be no longer than 60 calendar days.

11.4 Evaluation method

Bid shall be evaluated according to evaluation criteria and their respective weight. The Contracting Authority shall evaluate Bids according to the above criteria and their weight using a point system and assigning points between 0 and 100 points. Each Bid shall be assigned points reflecting its success within each specific criterion.

For the criterion of Bid price, where the most suitable Bid shall have the minimum value, each Bid shall be assigned a point value, which shall be calculated by multiplying the ratio between the value of the most suitable Bid and the Bid being evaluated by 100 and the weight of the given criterion:

$$\text{Number of points} = 100 \times \frac{\text{Most suitable Bid [Bid price]}}{\text{Bid being evaluated [Bid price]}} \times 60 \%$$

The Contracting Authority shall evaluate the 'Technical level and quality' based on the partial evaluation criteria of proposed uncertainty of measurement (where the lowest uncertainty is the best) and proposed delivery period (where the shortest delivery period is the best); the Contracting Authority shall evaluate each submitted Bid using the following formulas which also define individual levels of fulfilment of the Contracting Authority's requirements:

$$n_u = 100 \cdot \frac{u_{BP}}{u_P} \cdot 30\%$$

Where n_u is number of points awarded for the uncertainty proposed by the Supplier in the Bid; u_P is the uncertainty for measurement of OXA II graphite proposed by the Supplier in the Bid; u_{PB} is the best (i.e. lowest) uncertainty for measurement of OXA II graphite proposed by a Supplier within this procurement procedure.

$$n_T = 100 \cdot \frac{T_{BP}}{T_P} \cdot 10\%$$

Where n_T is number of points awarded for the delivery period proposed by the Supplier in the Bid; T_P is delivery period (time in calendar days) proposed by the Supplier in the Bid; T_{PB} is the best (i.e. shortest) delivery period (time in calendar days) proposed by a Supplier within this procurement procedure.

Hence, for the criterion of Technical level and quality, each Bid shall be assigned, within each partial creation, a point value calculated by multiplying the ratio between the value of the most suitable Bid and the Bid being evaluated by 100 and the total weight of the given partial criterion.

The total evaluation represents the sum of point evaluations assigned for each criterion. The winning bid shall be the Bid which receives the most points. The Contracting Authority shall select the Supplier to conclude the Contract with, whose Bid had been evaluated as the most economically advantageous, i.e. whose Bid had received the most points, while respecting / meeting all terms and requirements defined in the tender documentation provided that the Supplier demonstrated fulfilment of qualification requirements.

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

The Contracting Authority shall produce a report on the bid evaluation and this report shall form a part of the notification on the selection of the Supplier within the meaning of Sec 123 PPA.

12 Commercial and other terms

Commercial and other 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 draft of the Contract, which is attached hereto as *Annex No. 1*.

The Contracting Authority reserves the right to amend or define additional (commercial) terms or other requirements during the tendering procedure, especially in connection with its negotiations with Suppliers according to Sec. 61 para 10 PPA, however without modifying the minimum binding technical conditions defined in Article 2.2 hereof.

The Contracting Authority prefers that Suppliers do not amend or modify the text of the draft Contract with the exception of information that they are required to fill in (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 draft shall be then submitted as their own draft Contract within their Preliminary Bid.

Just in case that a Supplier considers some terms of the draft Contract unacceptable the Supplier shall propose changes by submitting a changed draft Contract with highlighted changes to the original text of the draft Contract (i.e. in review mode) within the Preliminary Bid. The changed draft Contract shall be filled-in with the required information (see above) and submitted within the Preliminary Bid.

Except that the Contracting Authority does invoke the right not to negotiate with Suppliers on the contents of Preliminary Bids and to commission the Public Contract on the basis of submitted Preliminary Bids alone, the Contracting Authority shall negotiate on the submitted Preliminary Bids with Suppliers in order to improve their Preliminary Bids in favour of the Contracting Authority (see Article 5.4 and 5.5 hereof). Based on these negotiations the final binding draft Contract shall be stipulated.

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 Contract shall be then submitted as their own draft Contract within their final Bid.

Suppliers shall not be authorized to amend or modify the text of the binding 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 tendering terms and conditions.

The Contracting Authority advises that in the event that the Application or the subsequent Preliminary Bid is submitted by more Suppliers jointly, the Contracting Authority will require, in line with Sec. 103 (1) letter f) PPA, that these Suppliers bear the liability for performance of the Public Contract jointly and severally, and to unequivocally demonstrate this joint and several liability for the performance of the Public Contract within their Preliminary Bid and final Bid.

13 Communication between the Contracting Authority and Suppliers

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

The Contracting Authority requires, in order to maintain legal clarity of the tendering procedure, that all communication with the Contracting Authority is conducted solely and exclusively in writing by electronic means. Any other methods of communication, e.g. personal meetings, telephone conferences etc., shall be excluded except as expressly regulated in a statutory procedure. All acts by the Contracting Authority towards Suppliers or acts by Suppliers toward the Contracting Authority within the tender procedure shall be in writing by electronic means. Acts toward the Contracting Authority shall be made in electronic form and addressed to the Attorney referred to in Article 1 hereof.

If an Application, Preliminary Bid or the final Bid is submitted by more Suppliers jointly, they are required to state in their respective document what is their (one) joint electronic address for any correspondence with the Contracting Authority. Transmission of any document to this joint address shall constitute a proper delivery to all participants involved in the joint Application / Preliminary or final Bid. The Contracting Authority however reserves the right to send documents to each Supplier - party to a joint Application, Preliminary or final Bid separately.

14 Other

14.1 Further rights of the Contracting Authority

The Contracting Authority reserves also the following rights and terms:

- a) Provide explanations to the Documentation in the extent and until expiry of deadlines as defined in Sec. 98 PPA, or subsequently amend or add tender terms contained in this Documentation in the extent permitted by Sec. 99 PPA;
- b) Given the nature of the subject-matter of the Public Contract, the Contracting Authority will not allow alternative Bid pursuant to Sec. 102 PPA;
- c) Suppliers are obliged to identify those parts of the Public Contract, in the Preliminary Bid (respectively the final Bid), which they may potentially execute using subcontractors and provide a list of such subcontractors, that are known to them, with identification which specific part will be performed within the Public Contract by the subcontractors;
- d) The Contracting Authority shall not make any payment to Suppliers in connection with their participation herein.

14.2 Binding nature of the Contracting Authority's requirements

The information and data stipulated by the Contracting Authority in various parts of the

Documentation (and subsequently in the Invitation to submit a Preliminary Bid, or in the Invitation to submit the final Bid) constitute mandatory requirements. Each Supplier shall be obliged to fully and unconditionally respect these requirements when processing / preparing their respective Applications, Preliminary Bids or the final Bids (according to their relevance to each respective part). Non-acceptance of the Contracting Authority's requirements specified in the Documentation may constitute failure to fulfil tender terms and conditions hereof.

14.3 Additional conditions before conclusion of the Contract

The selected Supplier, who is a legal entity, shall be obliged to submit the following information prior to concluding the Contract:

- a) either an extract from Beneficial Owners Register or
- b) Identification data for all persons who are the beneficial owners of the legal entity, pursuant to the Act No. 253/2008 Coll., on selected measures against legitimisation of proceeds of crime and financing of terrorism, as amended, and documentation that shows the relationship of all these persons to the Supplier; this documentation includes but is not limited to:
 - a. Extract from the Commercial Register or other similar register,
 - b. List of shareholders,
 - c. Decision of the statutory body on distribution of profits,
 - d. Articles of association, bylaws or Founder's Deed.

14.4 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 tendering 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.

14.5 Site inspection

There will be no site inspections.

14.6 Tender period

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

14.7 Guarantee

The Contracting Authority does not require a guarantee under Sec. 41 PPA.

14.8 Preparation of the tender terms and conditions

These terms and conditions were not prepared by any persons outside the Contracting Authority.

Annexes:

Annex No. 1 – draft Contract

Annex No. 2 – form affidavit to basic qualification

In Prague on 3rd December 2018

Mgr. Karel Masopust, advokát
HOLEC, ZUSKA & Partneři, sdružení advokátů

On behalf of:

Ústav jaderné fyziky AV ČR, v. v. i.