

TENDER DOCUMENTATION



EVROPSKÁ UNIE
Evropský fond pro regionální rozvoj
Operační program Podnikání
a inovace pro konkurenceschopnost

drawn up in accordance with the Rules for selection of suppliers for contracts which are co-financed from the Operational Programme Enterprise and Innovation for Competitiveness - **Potential Programme**

for the delivery contract entitled

Testing equipment for differential scanning calorimetry

Name of project in the OPEIC

“Expansion of R&D capacities of Continental in the Moravian-Silesian Region”

Contracting authority:

Name/Trading name:	Continental Automotive Czech Republic, s.r.o.
Legal form:	112 – Limited liability company
Registered office:	Hradecká 1092, 506 01 Jičín – Valdické Předměstí
Company ID number:	620 24 922
VAT number:	CZ 62024922
Represented by:	Alena Zahradníková, Mojmír Šustala, authorized signatories

Address of the contracting authority's profile: <http://continental-automotive.profilzadavatele.cz/>

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APPENDIX NUMBER 620

TENDER DOCUMENTATION



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1. TENDER DOCUMENTATION

This tender documentation (hereinafter referred to also only as “TD”) is a collection of documents, data, requirements and conditions of the contracting authority which defines the subject of the contract in details which are essential for elaboration of an offer. The TD is a summary of selected requirements of the contracting authority, not however a final summary of all requirements resulting from the generally valid standards, regulations and legislation. While elaborating its offer, the supplier must always follow the requirements contained in the tender documentation and also the provisions of the respective generally binding standards and regulations.

Legal entities and individuals contacted to submit offers shall for the purposes of this contract, be indicated as the “bidder” or “supplier”. Continental Automotive Czech Republic s.r.o. which is announcing awarding of this contract shall be indicated as the “contracting authority”.

The contracting authority has decided, in accordance with Section 43 Act no. 134/2016 Coll., on Public Contracts (hereinafter referred to as the “Act”), to be represented by the agent specified below when exercising its rights and obligations relating to the tender. The representation does not include the process of receiving tenders – tenders must be delivered in accordance with Point 8 of this tender documentation and to the address of the contracting authority’s business premises (place of implementation) specified in point 5.3 of this tender documentation. Nor has the contracting authority’s agent been granted the authorization to decide on the choice of supplier, elimination of a participant, cancelling the tender or on the method of handling objections.

The agent meets the requirement of not being biased as defined under Section 44 of the Act, and thus may be authorized to perform all acts needed to ensure the proper course of the tender.

Party authorized to perform the activities of the contracting authority: Rödl & Partner Optimus Consult a.s.

Company ID number: 430 04 571
VAT number: CZ 43004571
Registered office: Platněřská 191/2, 110 00 Praha 1 – Staré Město
Contact person: Mgr. Pavel Karásek
Telephone, fax: +420 606 764 497
E-mail: pavel.karasek@roedl.cz

Address of the contracting authority’s profile: <http://continental-automotive.profilzadavatele.cz/>

The tender documentation is only provided for the purpose of elaboration of an offer for the intention of awarding of the contract, the bidder is not authorized to use it for any other purposes.

If specific technical or commercial names are mentioned in the tender documentation or its appendices, this shall only concern definition of the required standard. **The contracting authority declares that it shall also allow use of other qualitatively and technically similar solutions for performance of the contract if the bidder offers them and if they meet the requirements of the contracting authority for their quality.**

2. PROVISION OF ADDITIONAL INFORMATION REGARDING THE TENDER DOCUMENTATION

The supplier is entitled to submit written request to the contracting authority for provision of additional information regarding the tender conditions. Such written request must be delivered to the contracting authority no later than 4 working days before expiry of the deadline for submission of

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offers. Questions received after this deadline may not be in order to maintain equal opportunity answered.

In terms of adherence to the principle of equal treatment of all bidders, additional information cannot be provided by telephone.

The contact address for any questions asking for further specification is the e-mail address and/or the registered office address of the agent specified in point 1 of this tender documentation.

The question must include specification of the party asking the question, the trading name, company ID number and the registered office of the company (in the case of a physical person the question must include name and surname, date of birth/birth certificate number and permanent address).

Additional information and any related documents which may be provided, including the precise wording of the request (inquiry), shall be sent simultaneously to all bidders known to date, this being no later than 2 working days after delivery of the request for provision of additional information. The contracting authority shall at the same time publish all additional information on the contracting authority's profile.

The contracting authority is also entitled to provide suppliers additional information regarding the tender conditions without prior request for this by a supplier. If the contracting authority gains further information required for elaboration of bids, it shall provide this without delay to all bidders known to date. The contracting authority shall at the same time publish all additional information on the contracting authority's profile.

3. PROOF OF QUALIFICATION REQUIREMENTS

A condition that must be met in order to evaluate the tenderer's tender is proof that the qualification requirements have been met. A supplier qualified to perform the contract is a supplier which has proven that the qualification requirements specified below have been met:

3.1 BASIC QUALIFICATION

Meeting of the basic qualification shall be proven by the bidder by submitting:

- a signed affidavit stating that as at the date of submission of the offer, the bidder meets the basic qualifications requirements in the scope of the affidavit. An obligatory template of the affidavit constitutes Appendix no. 2 of this tender documentation.

The affidavit must be signed by a person who is authorized to act on behalf of the bidder.

If an agent is acting on behalf of the supplier on the basis of a power of attorney (or other similar document), the offer must include the original or officially certified copy of the power of attorney (or other similar document) signed by a person authorized to act on behalf of the bidder.

The contracting authority is entitled to demand submission of the originals or certified copies of official documents proving meeting of the basic qualification requirements in the scope of the affidavit, of the affidavit signed by all members of the statutory body from the selected bidder before signature of the contract for performance which is the subject of this tender.

3.2 PROFESSIONAL QUALIFICATION

Meeting of the professional qualification shall be proven by the bidder by submitting:



- a) a statement from the Commercial Register if it is registered there, or statement from another similar register, if it is registered there. This document must not be more than 90 calendar days old as at the date of submission of the offer,
- b) a document proving authorization to do business in accordance with the special legislation in a scope corresponding to the subject of the contract, in particular a document proving the respective trade authorization or license (i.e. statement from the Trades Licensing Register or similar).

The bidder shall submit all documents as regular copies.

The contracting authority is entitled to demand submission of the originals or certified copies of documents from the selected bidder before signature of the contract for performance which is the subject of this tender.

3.3 TECHNICAL QUALIFICATION

Meeting of the technical qualification shall be proven by the bidder by submitting:

- a list of at least 1 major delivery(-ies) similar from the point of view of performance of the subject of the contract (i.e. delivery of an equipment for differential scanning calorimetry) performed by the bidder over the past 3 years. In order for the reference to be accepted, each reference contract must be worth at least CZK 1,170,000.00 exclusive of VAT. The bidder shall specify the subject of the contract for reference contracts, the scope of the contract (price), period of performance and contact information of the responsible person of the client, with who it will be possible to verify proper performance, because in case of doubt, the tender authority will be verify the references. For any conversion reference price contracts in another currency will be used CNB exchange rate valid at the time the invoice is issued for the reference order.

3.4 PROVING MEETING OF QUALIFICATION REQUIREMENTS FOR A FOREIGN SUPPLIER

A foreign supplier shall prove meeting of the qualification requirements in the manner determined by the laws valid in the country where its registered office, place of business or residence address is located, this being the scope required by the contracting authority awarding the contract.

If a specific document is not issued according to the laws valid in the country where the foreign supplier's registered office, place of business or residence address is located, the foreign supplier is not obliged to submit that document.

Documents proving meeting of qualification requirements shall be submitted by a foreign supplier in the original language with a regular translation into Czech or English attached.

The contracting authority is entitled to demand submission of officially certified translations of documents proving meeting of qualification requirements into Czech from the selected bidder before signature of the contract on performance which is the subject of this tender.

3.5 SPECIAL METHODS OF PROVING MEETING OF QUALIFICATION REQUIREMENTS

Use of a statement from a list of qualified suppliers:

If the supplier presents the contracting authority a statement from a list of qualified suppliers within the deadline for proving meeting of qualification requirements, this statement shall replace proving of



meeting of the basic qualification (pursuant to chapter 3.1 hereof) and the professional qualification (pursuant to chapter 3.2 hereof).

The statement from the list of qualified suppliers must not be more than 90 day old on the last date on which meeting of qualification requirements should be proven.

3.6 PROVING OF QUALIFICATION REQUIREMENTS VIA SUBCONTRACTORS

If the supplier is unable to prove meeting of qualifications required by the contracting authority in **point 3.2 b) and 3.3 hereof** in full, it shall be entitled to prove meeting of qualification requirements in the lacking scope via a subcontractor. A subcontractor shall be understood to mean a party which the aid of which the supplier should perform a specific part of the contract, or which should provide the supplier specific items or rights for performance of the contract.

In such a case, the contracting authority requires proof of the legal relationship between the supplier and the subcontractor. The bidder shall submit a contract concluded with this subcontractor, from which the obligation of the subcontractor to provide performance intended for performance of the contract by the supplier is evident or to provide items or rights which the supplier will be authorized to dispose of in terms of performance of the contract, this being in at least the scope in which the subcontractor proved meeting of the qualification requirements.

If there is any change to a subcontractor via which the supplier proved meeting of qualification requirements in the tender, the supplier shall be obliged to inform the contracting authority of this change. The replacement subcontractor must at the same time meet the required qualification requirements.

3.7 PROVING MEETING OF QUALIFICATION REQUIREMENTS IN CASE OF JOINT BIDDING

If the subject of the contract should be performed by several contractors jointly and they are for this purpose submitting or intend to submit a joint offer, each of the contractors is obliged to prove meeting of the basic qualification pursuant to point 3.1 of the Tender Documentation and the professional qualification requirement pursuant to point 3.2 a) of the Tender Documentation in full. Meeting of the qualification requirements pursuant to point 3.2 b) and 3.3 of the Tender Documentation must be proven by all of the contractors jointly.

If the subject of the contract should be performed by several contractors jointly, they are obliged, together with documents proving meeting of the qualifications requirements, to submit to the contracting authority a contract which contains the obligation that all of these contractors will be obliged jointly and severally towards the contracting authority and third parties from any legal relations which arise in relation to the contract, this being for the whole period of performance of the contract and also for the period of duration of other obligations arising from the contract.

3.8 OTHER CONDITIONS FOR PROVING MEETING OF QUALIFICATION REQUIREMENTS

Each bidder may submit only one offer. If a supplier submits several offers separately or jointly with other suppliers or is a subcontractor via which another supplier is proving its qualifications in the same tender, the contracting authority shall disqualify all offers submitted by such a supplier.

Failure to submit any of the required documents specified above or submission of an invalid document may be regarded as a reason for elimination of the bidder from the tender.



4. PRECISE DEFINITION OF THE CONTRACT

The subject of the contract is delivery to the performance location of the contract, commissioning, testing of the functionality and operator training of the **equipment for differential scanning calorimetry (DSC)**. This equipment will be used for s determination of amorphous materials' and/or partly amorphous materials' (polymers, glasses, composite materials) and metals' (with low melting points) physical properties. This equipment will be used in the competence centre Ostrava of Continental Automotive Czech Republic s.r.o. The contracting authority requires a complete proposal of required equipment including the necessary accessories and technical documentation according to Appendix no. 4 of this tender documentation "Technical specification". Costs associated with the delivery of the equipment to the location in Ostrava, transport and unloading of the delivery at the location of performance of the contract must be included in the offer.

4.1 DETAILED SPECIFICATION OF THE SUBJECT OF THE CONTRACT

Basic technical parameters and configuration of the machinery:

Detailed technical specification is set out in Appendix no. 4 of this tender documentation.

If this tender documentation or its appendices contain requirements or references to trading names, designations or names and surnames, specific designation of goods and services, which are characteristic of a specific party, or its organizational unit, patents for inventions, utility models, industrial designs, registered trademarks or designation of origin, in such a case, the contracting authority shall always allow use of other qualitatively and technically similar solutions for performance of the contract subject to the offered product fully meeting the requirements of the contracting authority for the required parameters and essential quality of such a product specified above.

If the bidder offers a different solution or products, it shall be fully liable for meeting of all of the parameters determined by this tender documentation and shall also assume all liability for coordination with all possible related systems.

In its offer, the bidder shall prove by means of a clear description that the offered equipment fully corresponds to the specified requirements of the contracting authority and meets all of the required parameters.

The bidder shall include the basic technical specifications of the offered equipment in a clear manner into the offer in such a way that it is possible to judge meeting of the technical parameters of the subject of the contract specified in Appendix no. 4 of this tender documentation "Technical specifications".

An offer which does not meet any of the required points in specification of the basic (minimum) parameters specified in Appendix no. 4 of this tender documentation shall be regarded as an unsuitable offer which does not meet the requirements of the contracting authority for the subject of performance of the contract; such an offer will be disqualified from the further course of the tender.

Partial performance of the subject of the contract is not possible.

4.2 ADDITIONAL INFORMATION

All costs of the supplier for due performance of the subject of the contract shall be regarded as part of the delivery and must be taken into consideration in the bid price: costs for development, packaging, transportation to the delivery location including unloading of the delivery from the means

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of transport at the location of performance of the contract, assembly, installation, commissioning of the equipment, testing of the functionality, handover of the delivery to the contracting authority and operator training including any other obligations and requirements which may result from the appendices to the tender documentation, from the generally valid standards, legislation and regulations. The delivery shall include documentation for the equipment in Czech or English specified in point 5 of Appendix no. 4 of this tender documentation "Technical specifications".

The contracting authority require operations and maintenance training at the place of performance of the contract at least sixteen hours. Offered range of the training will be stated in the bidder's offer.

Performance of the contract must be whole in the scope specified in the tender documentation. The selected bidder must meet all of the requirements specified in the tender documentation. If it is unable to ensure any activity via its own means, such activity may be implemented via subcontractors. The general supplier shall bear full liability for performance of the contract.

5. CONTENT OF THE OFFER

5.1 BID PRICE

The anticipated value of this contract is determined at CZK 1,755,000.00 exclusive of VAT (i.e. approximately EUR 65,000.00 exclusive of VAT, i.e. approximately USD 68,800.00 exclusive of VAT).

The bid price must include all costs necessary for due, full any high quality performance of the subject of the contract including all risks and factors relating to performance of the subject of the contract determined in this tender documentation and its appendices (in particular see point 4.2 of the tender documentation and Appendix no. 4 of this tender documentation "Technical specifications"). The bid price must be determined as a final price which cannot be exceeded or altered unless this is made possible by this tender documentation.

The bid price may only be altered due to change in Act no. 235/2004 Coll. on Value Added Tax, as amended (hereinafter referred to only as "AVAT"), in such a case, the price including VAT shall be partially or fully decreased or increased in the first place in accordance with the effective amendment to the AVAT.

5.2 METHOD OF ELABORATION OF THE BID PRICE

The bid price must be elaborated (and performance of the contract must subsequently be invoiced) in Czech crowns (CZK) or euros (EUR) or dollars (USD).

The bidder shall attach a detailed itemized budget for the bid price to go with its offer.

The total bid price shall be specified on the cover note of the offer, an obligatory template of which constitutes Appendix no. 1 of this tender documentation, and the draft contract on performance which is the subject of this tender in the following structure: **bid price exclusive of VAT, separate VAT with the respective rate (or information on any special VAT regime) and the bid price including VAT.**

When the envelopes are opened, the bid price from the signed draft contract on performance which is the subject of this tender shall be read. In the event of any discrepancy in the specified bid price in the bidder's offer, the contracting authority shall be entitled to disqualify such an offer from further evaluation.

The contracting authority shall not accept offers with various alternatives and offers containing performance above the framework of that required in the tender documentation.



5.3 PLACE OF PERFORMANCE OF THE CONTRACT

The place of performance is the contracting authority's business premises at the address:

Continental Automotive Czech Republic s.r.o.
BU S&A R&D center
Na Rovince 879
720 00 Ostrava – Hrabová

5.4 DEADLINE FOR PERFORMANCE OF THE CONTRACT

The deadline for performance of the contract (i.e. dispatch of the equipment specified in point 4.1 of this tender documentation and in Appendix no. 4 of this tender documentation) is at the latest 8 weeks from obtaining of the order on the basis of a signed contract for performance which is the subject of this tender. The order may already be issued on the date of signature of the contract for performance which is the subject of this tender (depending on the state of readiness of the premises and related capacities for installation of the subject of the contract).

The period of implementation from obtaining of the order until dispatch of the equipment to the contracting authority must be clearly specified in the bidder's offer, this being in weeks from obtaining of the order. The contracting authority prefers as short as possible a period for performance of the contract.

Expected date of signature of the contract for performance of the contract is July 2017.

5.5 BUSINESS TERMS AND CONDITIONS

All payment and business terms and conditions of the contracting authority are specified in the obligatory draft contract for performance which is the subject of this tender, which constitutes Appendix no. 5 of this tender documentation.

5.6 WARRANTY CONDITIONS

The contracting authority requires provision of a warranty covering the quality of the delivery in question lasting at least 24 months. This period shall begin from the date of signature of the delivery record by the contracting authority.

Warranty terms and conditions are specified in the obligatory draft contract for performance which is the subject of this tender, which constitutes Appendix no. 5 of this tender documentation.

5.7 SERVICE CONDITIONS

Service conditions are specified in the obligatory draft contract for performance which is the subject of this tender, which constitutes Appendix no. 5 of this tender documentation.

5.8 COOPERATION PROVIDED BY THE BIDDER

In accordance with the provisions of Section 2 letter e) Act no. 320/2001 Coll., on Financial Control in Public Administration, the supplier shall be a party which is obliged to provide cooperation in terms of performance of financial auditing. The selected supplier shall contractually oblige itself to meet this obligation in the contract on performance which is the subject of this tender.

A foreign supplier shall be obliged to provide cooperation during performance of financial auditing to the grant provider and EU inspection authorities, or other authorized inspection authorities, as the



contract is co-financed from public funds. The selected foreign supplier shall contractually oblige itself to meet this obligation in the contract on performance which is the subject of this tender.

An offer which does not meet any of the above-mentioned requirements of the contracting authority (see chapter 5 of this tender documentation) shall be regarded as an unsuitable offer which does not meet the tender requirements from the point of view of the other requirements of the contracting authority than for the subject of the contract; such an offer will be disqualified from the further course of the tender.

6. CONTRACT

The offer must include a draft contract for performance which is the subject of this tender signed by a person authorized to act on behalf of or for the bidder.

The **obligatory template** of the contract for performance which is the subject of this tender including the business, payment and other terms and conditions of the contracting authority is attached to this tender documentation as Appendix no. 5.

The bidder is not entitled to make any changes or supplementations in the draft contract with the exception of details which are explicitly designated for addition by the bidder – indicated in the draft contract by highlighting in colour and the  symbol. The bidder is also not entitled to attach any appendices to the draft contract which this tender documentation and the draft contract do not explicitly anticipate.

7. EVALUATION OF OFFERS

An independent evaluation committee shall be commissioned to evaluate and assess the offers. In order to evaluate and assess offers, the evaluation committee shall use the opinions prepared by experts, its own experience and knowledge of the given issue.

The basic evaluation criterion for evaluating tenders is how **economically advantageous** they are.

7.1 EVALUATION CRITERIA

The contracting authority determines the following partial evaluation criteria and their weightings for evaluation of the economic expedience of the offer:

1. Level of the bid in CZK exclusive of VAT 50 %
2. DSC sensor resolution25 %
3. DSC heating chamber temperature resolution25 %

In criterion no. 1 **“Level of the bid in CZK exclusive of VAT”** the total price of the contract exclusive of VAT will be evaluated. Evaluation of the level of the bid shall be performed in **Czech crowns (CZK)**. The exchange rate declared by the Czech National Bank valid on the last day of the deadline for submission of offers shall be used for any possible conversion of a bid. The offer with the lowest bid will be evaluated as the best.

In criterion no. 2 **“DSC sensor resolution”** the DSC sensor resolution will be evaluated. The DSC sensor resolution will be evaluated in **micro Watts (μW)**. A condition for evaluation of the offer is compliance with the requirement of the contracting authority specified in the Appendix no. 4 of this tender

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documentation i.e. DSC sensor resolution $\leq 0,06 \mu W$. The offer with the lowest value in μW (the highest resolution) will be evaluated as the best.

In criterion no. 3 “DSC heating chamber temperature resolution” the DSC heating chamber temperature resolution will be evaluated. The DSC heating chamber resolution will be evaluated in **degrees of Celsius ($^{\circ}C$)**. A condition for evaluation of the offer is compliance with the requirement of the contracting authority specified in the Appendix no. 4 of this tender documentation i.e. DSC heating chamber temperature resolution $\leq 0,009 ^{\circ}C$. The offer with the lowest value in $^{\circ}C$ (the highest temperature resolution) will be evaluated as the best.

The bidder shall include all evaluated parameters on the cover note of the offer, an obligatory template of which constitutes Appendix no. 1 of this tender documentation.

7.2 METHOD OF EVALUATION OF OFFERS

The evaluation committee will use a point scale for evaluation of offers in the range 0 to 100 points.

Each individual offer shall be allocated a point score according to the partial criteria which reflects the level of success of the offer in question in terms of the partial criteria.

In the case of criteria which can be expressed numerically, for which the best offer is the one with the maximum value of the criterion, the offer under evaluation will be awarded a point value which is created by multiplication of 100 and the ratio of the value of the offer to the value of the best offer. This value will subsequently be multiplied by the weighting of the given criterion – see following formula:

$$100 * (\text{evaluated offer} / \text{best offer}) * \text{weighting expressed as a decimal number}$$

In the case of criteria which can be expressed numerically, for which the best offer is the one with the minimum value of the criterion (for example the bid), the offer under evaluation will be awarded a point value which is created by multiplication of 100 and the ratio of the value of the best offer to the offer under evaluation. This value will subsequently be multiplied by the weighting of the given criterion – see following formula:

$$100 * (\text{best offer} / \text{evaluated offer}) * \text{weighting expressed as a decimal number}$$

The total evaluation is the sum of the point scores for partial criteria. The best offer is that offer which is awarded the highest total number of points.

In the event of a draw between two or more offers, the number of points awarded in terms of the partial criterion with the greatest weighting shall be decisive for decision on rankings, i.e. **“Level of the bid in CZK exclusive of VAT”**.

8. METHOD OF ELABORATION OF OFFERS

The offer shall be drawn up in **Czech and concurrently in English (the bidder shall submit its offer in regular copies)** in 1 original, 1 copy and on one electronic data carrier.

The offer shall be legible and not include corrections or rewritings which may mislead the contracting authority.

The offer must be submitted in a sealed envelope marked with the words “Tender – DO NOT OPEN” and the name of the contract: “Testing equipment for differential scanning calorimetry”

The address of the bidder to which the offer can be returned must be specified on the envelope.



The offer shall contain:

- a completed cover note, an obligatory template of which constitutes Appendix no. 1 of this tender documentation, signed by a person authorized to act on behalf of the bidder;
- proof of meeting of basic qualification requirements pursuant to point 3.1 of this tender documentation, i.e. an affidavit, an obligatory template of which constitutes Appendix no. 2 of this tender documentation, signed by a person authorized to act on behalf of the bidder;
- documents proving meeting of qualification pursuant to point 3.2 and 3.3 of this tender documentation;
- detailed specification of the solution offers pursuant to point 4 of this tender documentation and Appendix no. 4 of this tender documentation;
- the bid price in the required structure pursuant to points 5.1 and 5.2 of this tender documentation including the detailed itemized budget;
- draft contract for performance which is the subject of this tender completed and **signed by a person authorized to act on behalf of or for the bidder**. An obligatory draft contract constitutes Appendix no. 5 of the tender documentation. The bidder shall only fill in parts intended FOR COMPLETION, the other parts of the contract must not be altered or modified;
- affidavit by the bidder on acceptance of the tender conditions including tender deadline specified in point 9.2 of this tender documentation, an obligatory template of which constitutes Appendix no. 3 of this tender documentation, signed by a person authorized to act on behalf of the bidder;
- the non-disclosure agreement which constitutes Appendix no. 6 of this tender documentation, signed by a person authorized to act on behalf of the bidder.

9. DEADLINE AND LOCATION FOR SUBMISSION OF OFFERS

The offer shall be delivered in person (subject to prior agreement with the person responsible for acceptance of offers) or by registered post using the holder of a postal license in accordance with the special legislation or via a party which performs transportation of consignments (a courier service) to the address specified below of the contracting authority's business premises within the deadline for submission of offers, i.e. no later than 17. 7. 2017 at 12:00 noon, whereas the decisive date shall be the date of acceptance or receipt of the offer by the contracting authority, not the date of sending.

Contact person and address of the business premises for delivery of offers:

Continental Automotive Czech Republic s.r.o.

Dagmar Petřeková

Na Rovince 879

720 00 Ostrava – Hrabová

tel. +420 556 884 333

email: dagmar.petrekova@continental-corporation.com

Offers which are not delivered within the set deadline shall not be included in the tender!

The contracting authority assumes no liability for late submission of offers.



9.1 OPENING OF ENVELOPES

Opening of envelopes with offers shall take place without participation by the bidders immediately after the deadline for submission of offers has expired on 17. 7. 2017 at 12:00 noon at the address of the contracting authority's business premises, i.e.: Continental Automotive Czech Republic s.r.o., Na Rovince 879, 720 00 Ostrava – Hrabová.

9.2 OFFER VALIDITY

The period over which the bidder is bound by its offer ends 90 days after expiry of the deadline for submission of offers.

10. OTHER CONDITIONS AND RIGHTS OF THE CONTRACTING AUTHORITY

The contracting authority reserves the right to keep all offers received which were duly delivered within the deadline for submission of offers as part of the documentation for the tender and to not return offers submitted by bidders.

The contracting authority reserves the right to check or clarify information declared by a bidder in an offer and if it finds any points which are unclear in the offer, it shall request that the bidder specify its offer in more detail. Specification or removal of any formal failings must not relate to the content of the submitted offer, it is in particular not possible in this manner to supplement or alter performance which has been offered, the bid price or any fact which is decisive for evaluation of the offer.

The contracting authority reserves the right to check information contained in the bidder's offer with third parties.

By submitting an offer in the tender, the bidder fully and without reservation accepts the tender conditions contained in the notification of the contract and in this tender documentation, including all appendices and any possible amendments to this tender documentation.

The bidder shall provide an affidavit to go with the offer stating that it accepts the conditions resulting from the tender documentation, an obligatory template of which constitutes Appendix no. 3 of this tender documentation.

No right shall be created for bidders to any reimbursement of costs relating to participation in the tender.

If a bidder fails to provide all requested information and documentation on time, or if its offer does not correspond to the tender conditions in all respects, this may result in disqualification of the offer and subsequent elimination of the bidder from the tender.

The contracting authority reserves the right to cancel the tender.

The contracting authority reserves the right to announce cancellation of the tender by publishing this on the contracting authority's profile.

The contracting authority reserves the right to announce elimination of a bidder by publishing this on the contracting authority's profile.

The contracting authority reserves the right to publish announcement of selection of the best offer on the contracting authority's profile.

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The contracting authority declares that this tender is **not a public tender or a public promise. This does not concern a tender implemented in accordance with Act no. 134/2016 Coll., on Public Contracts.**

In Ostrava, on 23. 6. 2017

.....
Alena Zahradníková
authorized signatories

.....
Mojmír Šustala
authorized signatories

Appendixes:

Appendix no. 1: Cover note for the offer

Appendix no. 2: Affidavit by the bidder on meeting of the basic qualification

Appendix no. 3: Affidavit by the bidder on acceptance of the tender conditions

Appendix no. 4: Technical specifications (separate document)

Appendix no. 5: Purchase contract (obligatory draft) (separate document)

Appendix no. 6: Non-disclosure agreement

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Appendix number 1

COVER NOTE FOR THE OFFER

for the contract "Testing equipment for differential scanning calorimetry"

Bidder:

Registered office/place of business:

Identification number/personal ID number: VAT number:

Person authorized to act on behalf of the bidder¹

Name:

Position:

Contact person:

Telephone / mobile telephone:

E-mail:

Bid price

	Price exclusive of VAT in CZK / EUR / USD*	VAT rate in %	Level of VAT in CZK / EUR / USD*	Price inclusive of VAT in CZK / EUR / USD*
Total bid				

* Delete as appropriate

Other evaluation criteria

	Bidder parameter	Unit
DSC sensor resolution		μW (micro Watts)
DSC heating chamber temperature resolution		°C (degrees of Celsius)

In....., on:

.....
Name and signature of person authorized to act on behalf of the bidder¹

¹ Authorized person shall be understood to mean the bidder's statutory body (if members of the statutory body can only act on behalf of the bidder jointly, all such members of the statutory body must be specified) or person authorized in writing by the bidder (in the case of such authorization, the offer must include a power of attorney).

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Appendix number 2

AFFIDAVIT BY THE BIDDER

for the "Testing equipment for differential scanning calorimetry"

Bidder

.....

Hereby declares that:

- a) he/she has not in last 5 years been lawfully sentenced for a criminal act committed for the benefit of an organized criminal organization, a criminal act of participation in an organized criminal organization, The crime of human trafficking, a crime against property that is. Fraud, credit fraud, subsidy fraud, participation, sharing of negligence Legalization of proceeds from crime and laundering proceeds of crime through negligence, an economic crime that is. Misuse of information and positions in trade, negotiating advantages in public procurement, public tender and public auction, machinations in public procurement and in public competition, conniving at public auction, and damage to the financial interests of the European Union, the offense generally dangerous offense against the Czech Republic, foreign states and international organizations, an offense against order in public affairs i.e. an offense against the exercise of public authority and official persons , a crime official, bribery and other disturbances of activity of a public authority or a similar offense under the law of the country of residence of the vendor and conviction is disregarded. If the supplier is a legal person, this requirement must meet the legal entity, and each member of the statutory body, a member of a statutory body of a legal entity, this requirement must meet the legal entity and each member of the statutory body of the legal person and the person representing this a legal entity's statutory body of the supplier. When participating in the tender procedure branch factory, foreign legal persons, this requirement must meet the legal entity and branch manager of the plant, are engaged in the procurement procedure branch factory Czech legal entity, this requirement must meet the legal entity and each member of the statutory body of this legal the person who represents the legal person in the statutory body of the supplier and branch manager of the race,
- b) has not in the Czech Republic or the country of its domicile arrears of tax registered in the tax records,
- c) has not in the Czech Republic or the country of its domicile payable outstanding premiums or penalties for public health insurance,
- d) has not in the Czech Republic or the country of its domicile payable outstanding premiums or penalties for social security and state employment policy,
- e) is not in liquidation¹,

¹ § 187 of the Civil Code .

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- f) not against decision on bankruptcy²,
- g) not against him ordered receivership by another law or in a similar situation under the laws of the country of residence of the supplier.

In, on

.....

Name and signature of person authorized to act on behalf of the bidder³

² § 136 of Act no. 182/2006 Coll., On Bankruptcy and Its Resolution (Insolvency Act), as amended.

³ An Entitled Person is a statutory body of the Tenderer (if the members of the statutory body of the Tenderer can act on behalf of the Tenderer only together, all such members of the statutory body must be listed) or a person authorized by the statutory body (in such a case the Offer must contain a Power of Attorney or a similar document).

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Appendix number 3

AFFIDAVIT BY THE BIDDER ON ACCEPTANCE OF THE TENDER CONDITIONS

for the contract "Testing equipment for differential scanning calorimetry"

I swear on my word of honour that:

- a) all of the data and information which I stipulated in my offer as a bidder for the contract in question is true and corresponds to the actual state of affairs;
- b) all papers and documents which I use in my capacity as a bidder for the contract in question to prove my qualifications are credible, true and correspond to the actual state of affairs;
- c) I accept the tender deadline, determined by the contracting authority in point 9.2 of the tender documentation, i.e. 90 days from the end of the deadline for submission of offers;
- d) I am not a subcontractor which another supplier is using in the same tender to prove its qualifications;
- e) I am aware of the fact that by specifying false details, or submitting false papers or documents in the offer, I may be committing an administrative offence.

I also declare under oath that I have familiarised myself in full with the tender documentation and the tender conditions, that I clarified all contentious provisions or technical matter which were unclear before submitting the offer and that I agree to the tender conditions in the tender documentation, do not raise any reservations with regards to these and regard them as binding for any possible conclusion of a contract with the contracting authority.

In....., on:

.....
Name and signature of person authorized to act on behalf of the bidder¹

¹ Authorized person shall be understood to mean the contracting authority's statutory body (if members of the statutory body can only act on behalf of the bidder jointly, all such members of the statutory body must be specified) or person authorized in writing by the statutory body (in the case of such authorization, the offer must include a power of attorney or other similar document).

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Appendix number 6

CONFIDENTIALITY AGREEMENT

for the contract "Testing equipment for differential scanning calorimetry"

between

[.....Company name.....]

With its registered office at: [.....]

Identification number (IČO): [.....] Tax identification number (DIČ): [.....]

and

Continental Automotive Czech Republic s.r.o.

With its registered office at: Hradecká 1092, Jičín, 506 01, Czech Republic

Identification number (IČO): 62024922, Tax identification number (DIČ): CZ62024922

represented by Mrs Alena Zahradníková and Mr Mojmir Šustala (authorized signatories)

Scope of cooperation ("PURPOSE"): [„Testing equipment for differential scanning calorimetry“]

The above contracting parties are hereinafter referred to, individually or collectively, as "CONTRACTING PARTIES".

Based on negotiation and communication regarding the above PURPOSE, the CONTRACTING PARTIES will provide information to each other. Information may be considered confidential only if it exceeds current technical know-how.

The CONTRACTING PARTIES therefore conclude the following agreement:

1. **Definitions.** "CONFIDENTIAL INFORMATION" shall mean any information and data provided orally or in writing, e.g. data of a technical or business nature, documentation and knowledge, or samples that the CONTRACTING PARTIES will exchange in connection with the above PURPOSE and that are designated as "confidential". CONFIDENTIAL INFORMATION shall include all copies and summaries of the aforementioned materials.

"RELATED PARTIES" shall mean companies in which either CONTRACTING PARTY owns, directly or indirectly, a share or voting rights in excess of 50% ("subsidiaries"), and companies that owns, directly or indirectly, a share or voting rights in excess of 50% in a CONTRACTING PARTY ("parent companies") and their subsidiaries. "RELATED PARTIES" are not regarded as third parties.

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2. **Confidentiality obligation.** With respect to any CONFIDENTIAL INFORMATION, the CONTRACTING PARTIES undertake to
 - a) use it solely for the PURPOSE indicated in the introductory provision;
 - b) disclose it to third parties only if written consent has been given by the CONTRACTING PARTY that provided the information, or, as the case may be, to disclose it only to those of the CONTRACTING PARTY's employees or employees of the CONTRACTING PARTY's RELATED PARTIES or the CONTRACTING PARTY's advisors and/or advisors of the CONTRACTING PARTY's RELATED PARTIES, providing it is necessary for the specified purpose and the persons have been informed of the confidentiality obligation arising from this Agreement. Each CONTRACTING PARTY is responsible vis-à-vis the other CONTRACTING PARTY for unauthorised provision, use and/or disclosure of CONFIDENTIAL INFORMATION by a RELATED PARTY, the employees of a RELATED PARTY or advisors.
 - c) maintain its confidentiality, whilst exercising the same care as if it was their own information of similar importance and applying, as a minimum, a reasonable degree of care.
3. **Exceptions.** The obligations stated in Section 2 of this Agreement are not regarded as CONFIDENTIAL INFORMATION if
 - a) the information was legitimately known, prior to its provision, to the CONTRACTING PARTY to which it was provided, without the obligation to maintain its confidentiality having been imposed on the party;
 - b) it is or will be publicly available, without the CONTRACTING PARTY to which the information was provided, its RELATED PARTIES and/or their advisors having to prove this fact, providing that CONFIDENTIAL INFORMATION is not considered publicly available where it is or will be publicly available only in part;
 - c) it was communicated, in accordance with law, or provided to the CONTRACTING PARTY to which the information was provided by a third party, providing that the third party – based on the knowledge of the CONTRACTING PARTY to which the information was provided – has not breached the obligation to maintain its confidentiality to which it has agreed;
 - d) the CONTRACTING PARTY to which the information was provided acquired it through in-house development, independent of and without using CONFIDENTIAL INFORMATION or in accordance with the exceptions stated in Section 3 (a) to (c) or e); or
 - e) it is to be disclosed based on a binding official or court ruling or mandatory legal regulations, providing that the other CONTRACTING PARTY has been informed of its disclosure in writing.

The CONTRACTING PARTY pleading an exception must prove that the requirements for its existence have been met.
4. **Rejection of information.** Neither CONTRACTING PARTY has the obligation to disclose selected information.
5. **Exclusion of certain rights.** Licences and other rights of any nature, in particular the right to name protection, patent rights, rights relating to utility models and/or trademarks, and other

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intellectual property rights are not constituted by this Agreement, nor does the Agreement imply the obligation to recognise such rights.

Neither CONTRACTING PARTY shall be restricted by this Agreement in using its own know-how, even if the know-how has been developed exclusively in connection with the abovementioned purpose.

6. **Effective period.** This Agreement enters into force on the date of its signing and is effective for a period of one year. For a period of an additional five years following the expiry of the Agreement, both CONTRACTING PARTIES, as well as their RELATED PARTIES, shall continue to be bound by the obligations of this Agreement with respect to CONFIDENTIAL INFORMATION received prior to the expiry of the Agreement.
7. **Return of information.** The CONTRACTING PARTY providing information may, at any time but not later than three months after the expiry of the Agreement, request, in writing, the party to which the information was provided to return or destroy any CONFIDENTIAL INFORMATION provided to the party in written and/or electronic form, as well as any copies thereof and, where applicable, samples submitted to the party. The CONTRACTING PARTY to which the information was provided shall ensure the return or destruction of the information within fourteen days of receiving the request and shall confirm such destruction in writing.
8. **Applicable law.** Except for provisions that refer to other legal frameworks, this Agreement shall be governed by law of the country where the [company name] has its registered seat at the time of the signing of this agreement.
9. **Severability clause.** If any of the provisions of this Agreement is or becomes apparent, invalid and ineffective, the remaining part of the Agreement shall remain valid and in effect. Based on the unanimous agreement of both CONTRACTING PARTIES, the apparent, invalid and ineffective provision shall be replaced by a valid and effective provision whose content is as close as possible to that of the apparent, invalid and ineffective provision.
10. **Written form.** In order to be effective, any changes or amendments to this Agreement require a written form. This provision on the required form may only be rescinded in writing

Place, date:

[company name]

Continental Automotive Czech Republic
s.r.o.

[redacted]

[redacted]

Alena Zahradníková
authorized signatory

Mojmír Šustala
Authorized signatory