

INVITATION TO TENDER INCL. TENDER DOCUMENTATION

Article 1. Identification of the public contract and the contracting authority

Name of public contract:	Delivery of production lines
Type of tender:	public contract outside the regime of Act No. 134/2016 Coll., on public procurement (hereinafter referred to as "ZZVZ")
Type of public contract:	supplies
Address of the sponsor's profile:	https://ezak.tendera.cz/profile_display_1831.html

Name of the contracting authority:	1CSC a.s.
Headquarters of the contracting authority:	Vlastimila Pecha 1276/5, Černovice, 624 00 Brno
Represented by:	Miroslav Beneš, Chairman of the Management Board
ID:	01534432
TIN:	CZ01534432

Person representing the contracting authority ¹ :	TENDERA partners, s.r.o.
Headquarters:	No. 424, 664 67 Syrovice
Point of contact:	Česká 161/1, 602 00 Brno
ID:	08668477
TIN:	CZ08668477
Contact person:	Ing. Bc. Iveta Minx Prášková
Phone:	+420 739 547 265
E-mail:	praskova@tendera.cz
Data box identifier:	he9gwrw

Article 2. Introductory provisions

- 1) This tender documentation is a set of documents, data, requirements and technical conditions of the contracting authority defining the subject of the public contract (hereinafter referred to as the

¹ In accordance with Section 43(1) of the ZZVZ on the basis of a contract of assignment. The person representing the contracting authority is not in a conflict of interest and has made a declaration to that effect.

"tender documentation") in the details necessary for the processing and submission of tenders of the participants in the tender procedure (hereinafter referred to as the "participant").

- 2) In accordance with Section 31 of Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the "ZZVZ"), the public contract is awarded in accordance with a procedure outside the ZZVZ regime (hereinafter also referred to as the "selection procedure") and in accordance with the Rules for the Selection of Suppliers and the procedure under the Rules or Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the "Rules"). For the sake of clarity and certainty of the tender conditions, the contracting authority uses references to the relevant provisions of the ZZVZ in the tender documentation, even though it is not a procedure under the ZZVZ, but only an analogous procedure.
- 3) The contracting authority seeks subsidies for the implementation of the public contract within the framework of the Operational Programme Technology and Applications for Competitiveness, Energy Savings Programme, Call II, project name: **More efficient production lines 1CSC a.s.**, project registration number: CZ.01.04.01/01/24_049/0004663.
- 4) **Bid Cover Sheet**
 - a) The contracting authority, as **Annex No. 1** to the tender documentation, submits to the suppliers a model Tender Cover Sheet (hereinafter referred to as the "Tender Cover Sheet") containing pre-filled **binding** requirements of the contracting authority, which are used as a condition for the participation of suppliers in the tender procedure.
 - b) Suppliers shall demonstrate compliance with all the requirements of the contracting authority, i.e. the requirements for the subject of the tender, for qualification or for the submission of data critical for evaluation, by submitting the Tender Cover Sheet including relevant annexes or other equivalent documents, as well as other documents if required by the tender documentation.

Article 3. Subject of the public contract

- 1) The subject of this public contract is the **delivery of new production technology - 2 pcs of welding lines for the production of tubes and profiles** (hereinafter referred to as the "subject of the public contract").
- 2) The minimum requirements for the subject of the public contract are defined by the technical, commercial and other contractual conditions, which are part of the annexes to this tender documentation:
 - a) **the terms and conditions** are defined in **Article 7 of this tender documentation**,
 - b) **Annex 2** to this tender documentation, which is the technical specification of the subject of the public contract (hereinafter referred to as the "**Technical Specification**").

After signing the contract, the selected contractor will deliver the construction readiness drawings to the contracting authority within 6 months of signing the contract.

- 3) The capacity, quality and technical parameters and requirements for the subject of the public contract, as well as the values specified for these parameters, are set as the minimum permissible.

Bidders may therefore offer a subject of the procurement which has better parameters and characteristics for the functionalities required by the contracting authority.

- 4) If the tender documentation contains requirements or references to business names, names or names and surnames, specific designations of equipment and services that are characteristic of a particular person or its organisational unit, patents for inventions, utility models, industrial designs, trademarks or designations of origin, the participant is entitled to propose another solution for the performance of the public contract that is technically and qualitatively equivalent, which must meet the technical and functional requirements of the contracting authority specified in these tender documents and their annexes.

5) **Partial performance of the public contract :**

The contracting authority does not allow partial performance of the subject of the public contract.

6) **Estimated value of the public contract :**

The total estimated value of the public contract is **9.175.000,- EUR without VAT** (adequately **229.833.750,- CZK without VAT**, exchange rate as of 1 July 2024 - 1 EUR = 25,050 CZK).

7) **Classification of the subject of the public contract according to the CPV codebook:**

Type of delivery	CPV code
Industrial machinery	42000000-6

8) **Period of performance of the public contract**

The period of performance of the public contract is defined in Article 7(2)(d) of these tender documents.

9) **Place of performance of the public contract**

The place of performance of the public contract is **the premises of the contracting authority at Tovární 877/1c, 643 00 Brno.**

Article 4. Qualification requirements

Suppliers are required to demonstrate the qualifications required by the contracting authority.

- 1) **The basic eligibility requirements** are set out by the contracting authority in a model affidavit in the Tender Cover Sheet.
- 2) **The requirements for professional competence** are set out by the contracting authority in the Tender Cover Sheet.
- 3) **The technical qualification requirements** are set out by the contracting authority in a model affidavit in the Tender Cover Sheet.
- 4) The contracting authority reserves the right to request the selected supplier to submit the original or certified copies of the qualification documents. The contracting authority shall be entitled to exclude any supplier who fails to submit such documents or whose documents submitted do not meet the requirements of the contracting authority as declared in the Tender Cover Sheet.
- 5) **Common provisions for qualification:**

- a) In the case of **proving qualifications obtained abroad**, the procedure in accordance with Section 81 of the ZZVZ shall apply.
- b) In the case of **qualification in the event of joint participation of suppliers**, the procedure in accordance with Section 82 of the ZZVZ shall apply.
- c) In the case of **demonstration of qualification through other persons**, the procedure in accordance with Section 83 ZZVZ shall apply.
- d) In the event of a **change in the qualification of a tenderer**, the procedure in accordance with Section 88 ZZVZ shall apply.

Article 5. Evaluation criteria and method of evaluation of tenders

1) Evaluation criterion

The tenders submitted will be evaluated on the basis of the **best value for money according to the evaluation criteria with weightings**:

Evaluation criteria	Weight of the evaluation criterion
Tender price without VAT	50 %
Production line speed in m/min	25 %
Tube diameter tolerance in mm	25 %

2) Method of evaluation of tenders in each evaluation criteria

A. Under the evaluation criterion '**Tender price in EUR excluding VAT**', tenders will be evaluated according to the amount of the tender price in EUR excluding VAT. The tender **with the lowest numerical value** in EUR excluding VAT will be considered the most advantageous tender.

B. Under the evaluation criterion '**Production speed in m/min**', tenders will be evaluated according to the maximum achievable production line speed in m/min. This value is achieved by the line on the smallest profiles that can be produced. The **production speed of the line will be quoted for a pipe with a diameter of 25,4 mm, a wall thickness of 1,0 mm, and a maximum production speed of 140 m/min**. The tender **with the highest numerical value in m/min** will be considered as the most advantageous tender.

C. Within the evaluation criterion "**Tolerance of pipe diameter in mm**", the bids will be evaluated according to the absolute value of the accuracy in which the line is able to produce. The **pipe diameter tolerance will be quoted for a pipe diameter of 25,4 mm, a wall thickness of 1,0 mm, a maximum tolerance of +/-0,1 mm on the outer dimension (i.e. min. 25,3 mm and max. 25,5 mm)**. The tender **with the lowest absolute numerical value in mm** will be considered the most advantageous tender.

- 3) In the evaluation criterion where the lowest **value** tender is the most advantageous tender, the most advantageous tender will be awarded 100 points and the other tenders will be awarded points according to the following formula:

$$\text{Number of points} = \frac{\text{the most advantageous offer}}{\text{rated offer}} \times 100$$

Subsequently, the number of points achieved by each participant under a given evaluation criterion will be weighted according to that criterion.

- 4) In the evaluation criterion where the most advantageous tender is the **tender with the highest value**, the most advantageous tender will be awarded 100 points and the other tenders will be awarded points according to the following formula:

$$\text{Number of points} = \frac{\text{rated offer}}{\text{the most advantageous offer}} \times 100$$

The number of points achieved by each participant under a given evaluation criterion will then be weighted by that criterion.

- 5) The overall score is the sum of the scores for each criterion multiplied by the weight of that criterion. The most advantageous tender shall be the one which obtains the highest total number of points.
- 6) The values of the individual quantifiable criteria shall be indicated by the tenderers in the Tender Cover Sheet for the purposes of the selection procedure. The values of the evaluation criteria will be added to the draft Contract.
- 7) In the event that two or more tenders achieve the same total number of points, the tender with the highest number of points in the evaluation criterion with the higher weighting, i.e. the tender price in EUR excluding VAT, will be selected as the most advantageous.

Article 6. Requirements for the method of processing the tender price

- 1) The tenderer shall set the tender price **for the proper and timely execution of the subject of the tender. The tenderer shall state the tender price in EUR.**
- 2) The offer price is a **fixed** price, the **maximum allowable**. The tender price shall include all costs necessary for the tenderer to properly and timely perform the subject of the tender in accordance with the tender specifications.
- 3) The bidder is not entitled to make the bid price subject to any other condition. Conditioning the tender price, indicating variations of the tender price and setting the tender price in a currency other than that specified in these tender documents shall be **grounds for elimination of the tenderer's tender** and its subsequent exclusion from participation in the tender procedure.
- 4) For the purposes of the tender, the tender price will be indicated in **EUR** on the Tender Cover Sheet.
- 5) The contracting authority also draws the participant's attention to the fact that the evaluation committee may assess the level of the tender prices in relation to the subject of the public contract, i.e. it may assess whether the submitted tender does not contain an exceptionally low tender price in relation to the subject of the public contract.

Article 7. Terms and Conditions

- 1) The tenderer **shall submit** in its tender **a draft contract for the performance of the subject of the contract** (hereinafter referred to as the "**Contract**"), which shall be signed by a person authorised to represent the tenderer. By submitting a tender, the tenderer undertakes to comply with the following terms and conditions of the contracting authority. The tenderer shall make an affidavit of this commitment (see Annex 1 of the cover sheet to the tender dossier). **These terms and conditions cannot be modified in the Contract to the detriment of the contracting authority.**
- 2) The contract must contain the following commercial and payment terms:
 - a) **Identification of the contracting parties**, including the registration number and VAT number, if assigned.
 - b) **The subject of performance** (specified quantitatively and qualitatively), while the subject of the Contract must be identical to the subject of the bid of the given participant and the terms of the tender documentation. The subject matter to be supplied must be new.

The subject of performance includes in particular the following activities:

- **EXW conditions** (Incoterms 2010),
 - **transport to the place of performance** will be provided by the contracting authority,
 - **commissioning and putting into operation**, testing and verification of its correct function, or its adjustment, as well as performing other acts and activities necessary for the object of performance to fulfil its agreed or usual purpose,
 - delivery of necessary **accessories** for the subject of performance, in particular preparation and delivery of **instructions and manuals** for operation and maintenance of the subject of performance (manuals) in English or Czech language,
 - **submission of a declaration of conformity** of the delivered item of performance with the approved standards (CE certification).
 - **delivery of the drawing documentation for construction readiness of the technologies within 6 months of signing the contract.**
- c) **The price** for the performance of the subject of the contract, broken down as follows:
 - price without VAT,
 - separate VAT at the appropriate rate
 - and price including VAT.

If only the price excluding VAT is stated in the draft contract, this must be clear from the contract.

- d) **Period of performance** of the public contract:

commencement of performance of the Contract: **on the date of signing** the Contract

Line RS90 (Line I) - delivery date of the subject of the Contract (the line will be ready for transport): **no later than 14 months after the signing of the contract**

Line RS50 (Line II) - delivery date of the subject of the Contract (the line will be ready for transport): **no later than 17 months after the signing of the contract**

completion of the Contract (completion of the installation of the technology, commissioning and handover): **no later than 2 months from the date of delivery of the subject of the Contract** (the line will be ready for transport)

e) **Place of performance of the public contract:**

- the premises of the contracting authority at **Tovární 877/1c, 643 00 Brno.**

f) **Payment terms:**

For line RS90 (Line I):

- 1. payment of **20% of the agreed purchase price of the line** after signing the Contract,
- 2. payment of **20% of the agreed purchase price of the line** within 7 months of signing the Contract,
- 3. payment of **20% of the agreed purchase price of the line** within 12 months of signing the Contract,
- 4. payment of **25% of the agreed purchase price of the line** prior to shipment of the line,
- 5. payment of **10% of the agreed purchase price of the line** after installation and commissioning,
- 6. payment of **5% of the agreed purchase price of the line** within 6 months after the previous payment.

For line RS50 (Line II):

- 1. payment of **30% of the agreed purchase price of the line** within 7 months after signing the Contract,
- 2. payment of **15% of the agreed purchase price of the line** within 11 months of signing the Contract,
- 3. payment of **20% of the agreed purchase price of the line** within 15 months of signing the Contract,
- 4. payment of **15% of the agreed purchase price of the line** prior to shipment of the line,
- 5. payment of **10% of the agreed purchase price of the line** after installation and commissioning,
- 6. payment of **10% of the agreed purchase price of the line** within 5 months after the previous payment.

The due date of each invoice is **30 calendar days** from the date of delivery of the invoice to the Buyer, regardless of the earlier due date stated on the invoice.

Each invoice must also **contain the name and registration number of the project** (project name: 1CSC a.s. and project registration number: CZ.01.04.01/01/24_049/0004663).

g) **Contractual penalties:**

- In the event of **failure to deliver the subject of performance on time**, the Seller shall pay the Buyer a contractual penalty **of 0.5% of the price of the subject of performance** not delivered on time for each week of delay. The grace period in this case shall be 4 weeks from the date of delivery specified in the Contract. The purchaser may limit the contractual penalty to 3 % of the price of the goods not delivered on time.

- In the event of **delay in payment** within the period specified in the Contract, the Buyer shall pay the Seller a contractual penalty **of 0.5% of** the price of the late payment for each week of delay, starting from the 3rd week of delay. The grace period in this case shall be 4 weeks from the date of the delivery period specified in the Contract. The contracting authority may limit the contractual penalty to 3 % of the price of the subject-matter of performance.
 - if the Seller **fails to meet the deadlines for putting the object of performance into operation** through its own fault, it shall pay the Buyer a contractual penalty **of 0.5% of** the total contractual amount for each week of delay, starting from the 21st calendar day of delay. The purchaser may limit the contractual penalty to 3 % of the price of the subject-matter of performance.
 - the maximum total amount of the contractual penalty for delay in delivery of the subject of performance, delay in putting the subject of performance into operation and failure to comply with the guaranteed parameters shall not **exceed 5% of** the price of the subject of performance.
 - in the event that the **delay in delivery of the subject of performance exceeds 6 months**, the Parties shall agree on the terms of further performance of the Contract. If the parties fail to reach an agreement within the following 10 calendar days, the **Purchaser** shall be **entitled to withdraw from the Contract**. Thereafter, the Seller shall return all deposits received from the Buyer within 10 calendar days of the date of receipt of written notice of termination of the Contract by the Buyer.
 - the maximum total amount of the contractual penalty for delay in delivery of the subject of performance, delay in putting the subject of performance into operation and failure to comply with the guaranteed parameters shall not **exceed 5% of** the price of the subject of performance.
- h) **Final entrance exam:**
- If during the final acceptance tests the guaranteed parameters of the object of performance cannot be achieved due to the Seller's fault, the Seller has the right to carry out a retest within a period agreed by both parties.
 - At the end of each stage of the performance guarantee tests, the Parties shall sign a Protocol containing the actual results of the tests carried out.
 - In the event that the guaranteed parameters of the subject of performance are not achieved during the repeated test, the Buyer has the right to demand from the Seller a proportional reduction of the contractual amount or compensation of the contractual penalty for failure to achieve the guaranteed parameters in the amount of 2% of the price of the subject of performance, provided that the Buyer has provided for testing the subject of performance quality material (steel strips) in accordance with the technical specification of the Seller and that the testing of the subject was carried out in an environment with a temperature regime of +10^o (min. 1,5 °C) and in an environment with a temperature regime of +10^o (min. 1,5 °C) to +40^o (max.) and a relative humidity of 10 to 90 %.
- i) Since the subject of the Contract is financed from public expenditure, the Seller is, in accordance with the provisions of Section 2(e) of Act No. 320/2001 Coll., on financial control in public administration, as amended, a person obliged to cooperate in the

performance of financial control and undertakes to provide information and documents relating to the subject of the Contract to the control authorities.

- 3) As part of their bid, the bidders shall submit the following documents, which will form the Annexes to the Contract:
 - **Technical specification** of the subject of the public contract, duly completed (**Annex 2** to this tender documentation).

Article 8. Conditions for concluding the Contract

It won't be used.

Article 9. Requirements for the content and processing of tenders

- 1) The tender must be prepared in full **in Czech, Slovak or English**.
- 2) The contracting authority is not obliged to take any account of documents and data submitted by the tenderer in the tender in excess of the obligations set out in the tender specifications.
- 3) Tenders may be submitted in electronic form or in paper form in one original and one copy, and also in electronic form (copy on CD or USB stick).
- 4) Each supplier may submit only one tender for a public contract. A tenderer may not be the person through whom another tenderer in the same tendering procedure demonstrates qualification.
- 5) The contracting authority does not accept variant offers.

Article 10. Method of submission of tenders

Electronic bid submission:

- 1) The bidder is obliged to submit **the bid in electronic form** via the **electronic tool E-ZAK no later than 6 August 2024, by 10:00 a.m.**

Documentary submission of the offer:

- 1) The bidder is obliged to deliver the bid in a **properly sealed envelope (package)** stamped and clearly marked:

DO NOT OPEN BEFORE THE DEADLINE - CONTRACT

"Delivery of production lines "

- 2) The envelope must bear the address of the tenderer to which it will be possible to send information that the tender has been received after the deadline for submission of tenders, if it is received after that deadline. Tenders received after the deadline for the submission of tenders shall not be opened and shall not be evaluated. Tenders received will be registered and given a serial number.

- 3) The tender shall be delivered to the address of the contact point of the person representing the contracting authority, i.e. to **TENDERA partners, s.r.o., Česká 161/1, 602 00 Brno, no later than 6 August 2024 by 10:00 a.m.** The tenderer may send the tender to the above address by post or submit it in person on working days from 8:00 to 15:30 (Monday to Thursday), from 8:00 to 13:30 (Friday) and on the last day of the deadline for submission of tenders from 8:00 to 10:00.

Electronic and paper bid submission:

- 1) No liability will be accepted for late delivery or damage to tender envelopes caused by mail or courier services.

Article 11. Opening of offers

- 1) The commission appointed by the contracting authority will open the envelopes with tenders immediately after the deadline for submission of tenders and will inspect them at its **public meeting** held at the address of the contact point of the person representing the contracting authority, i.e. **TENDERA partners, s.r.o., Česká 161/1, 602 00 Brno, on 6 August 2024 at 10:00.**
- 2) In the event of a public meeting of the committee, the participants whose tenders have been received by the contracting authority within the time limit for the submission of tenders shall have the right to participate in the opening of the tender envelopes. One person may be present at the opening of the envelopes for each tenderer who has submitted a tender within the time limit for the submission of tenders. This person may be a person authorised to represent the tenderer by its statutory body or by another person authorised in writing by the tenderer. In this case, the authorised person present at the opening of the envelopes shall produce a power of attorney.
- 3) The contracting authority may require the representatives of the tenderers present to prove their eligibility to participate in the opening of the tender envelopes (for example, by providing a power of attorney or a current extract from the commercial register) and to confirm their participation by signing the list of participants present. If the tenderer's representative is unable to prove that he is entitled to attend the opening of the tenders, he will not be allowed to take part in the opening of the tenders.
- 4) If both envelopes with tenders in paper form and tenders in electronic form are delivered to the contracting authority within the time limit for submission of tenders via the electronic tool E-ZAK, the Commission shall, at the beginning of the opening of tenders, inform the persons present of the information referred to in paragraph 5) of this Article concerning tenders in electronic form and then proceed to open the envelopes submitted in paper form.
- 5) At the opening of the envelopes, the Commission shall inform the participants present of the identification details of all the participants and shall acquaint them with the numerical parameters of the evaluation criteria of the individual tenders.

Article 12. Explanation of the terms of reference

- 1) Participants are entitled to request the contracting authority to provide an explanation of the tender documentation (hereinafter referred to as "**explanation**") in writing, delivered no later than

4 working days before the deadline for submission of tenders. Delivery by e-mail shall also be deemed to be in writing. Bidders shall deliver their written requests for clarification, if any, to the contact address or e-mail of the person representing the contracting authority. The contracting authority may provide clarification without prior request.

- 2) The contracting authority shall send an explanation no later than **2 working days** after receipt of the request referred to in the preceding paragraph. If the contracting authority provides an explanation in response to a request for clarification that is not received in time, it need not comply with the time limit set out in the preceding sentence. Where a request for clarification of the specifications is received in time and the contracting authority fails to publish the clarification within the time limit, it shall extend the time limit for the submission of tenders by at least as many working days as the time between the receipt of the request for clarification of the specifications and the publication of the clarification exceeds the time limit of 2 working days.
- 3) The contracting authority will always publish the clarification, including the exact wording of the request, on the contracting authority's profile .

Article 13. Tour of the filling site

- 1) The contracting authority shall allow all interested parties to submit a tender to visit the place of performance.
- 2) The site visit is possible **on 17 July 2024** at the contact person of the contracting authority - Mr. **Ondřej Vlach**, tel.: +420 602 409 943, email: vlach@1csc.cz. The **meeting of the participants** to visit the place of performance will always be at **10:00 a.m.** at the place of performance of the public contract at **Tovární 877/1c, 643 00 Brno**.
- 3) Participants may raise questions during the site visit, but the oral answers are for information only and cannot be relied upon as binding. This is without prejudice to the right of a tenderer to request clarification of the tender documentation pursuant to Article 12 of the tender documentation.

Article 14. Reservation of the right to publish the contracting authority's decision on the contracting authority's profile

The contracting authority reserves the right to publish on the **profile of the contracting authority the announcement or decision on the selection of the most advantageous tender or on the exclusion of a tenderer**. In such a case, the notice or decision shall be deemed to have been delivered to all interested parties and all participants concerned at the moment of publication on the contracting authority's profile.

Article 15. Fulfillment via subcontractors

The tenderer is required to submit in its tender a **list of subcontractors**, if known to the tenderer, and to indicate which part of the public contract each subcontractor will perform. To this end, the tenderer shall provide the tenderer with a model list of subcontractors as part of the Tender Cover Sheet.

Article 16. Tender period and security

- 1) The contracting authority sets the procurement period (i.e. the **period during which the participants are bound by their tenders**) at **2 months**. The tendering period shall start at the end of the deadline for the submission of tenders.
- 2) The contracting authority does not require the provision of a security.

Article 17. Processing of personal data

- 1) The contracting authority, in its capacity as a personal data controller, hereby informs the participants of the tender procedure about the processing of personal data for the purpose of the tender procedure in accordance with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "**GDPR**").
- 2) The contracting authority may process the personal data of suppliers and their subcontractors (natural persons doing business), members of statutory bodies and contact persons of suppliers and their subcontractors, persons through whom the supplier proves qualification, members of the supplier's implementation team and beneficial owners of the supplier in the context of the tender procedure.
- 3) The contracting authority will process personal data only to the extent necessary for the implementation of the selection procedure and only for the period of time stipulated by law. Data subjects are entitled to exercise their rights under Articles 13 through 22 of the GDPR in writing at the address of the contracting authority's registered office.
- 4) The contracting authority transmits personal data for processing to a person representing the contracting authority as a processor of personal data for the purpose of administering the tender procedure in accordance with Section 43 of the ZZVZ.

Article 18. Other conditions of the contracting authority for the performance of the public contract

- 1) **Communication:**
 - a) The contracting authority, or the person representing the contracting authority, communicates with suppliers in accordance with Section 211(1) of the ZZVZ in writing. Written communication between the contracting authority or the person representing the contracting authority and the supplier must be electronic (except in cases pursuant to § 211(5) ZZVZ), in particular via the certified electronic tool E-ZAK.
 - b) In order to communicate with the contracting authority, or a person representing the contracting authority through the electronic tool, the supplier is obliged to register at the address of the electronic tool E-ZAK - <https://ezak.tendera.cz/>.

- c) Detailed information on how to operate the system is available in the user manuals at https://ezak.tendera.cz/manual_2/ezak-manual-dodavatele-cdd-pdf.
- 2) The contracting authority reserves the **right to retain the tenders received**.
 - 3) The contracting authority **will not reimburse the participants for any costs** associated with participation in the selection procedure, including the preparation and submission of the tender and other applications, proposals, etc. This is without prejudice to the provisions of Article 40(6) of the ZZVZ.
 - 4) The Contracting Authority points out that the mere submission of a tender does not give the participant a legal right to conclude the Contract. In the event that the contract is not concluded with the selected supplier, the latter will not be entitled to any payment or compensation for damages or non-pecuniary loss for any reason whatsoever.
 - 5) The Procuring Entity reserves the **right to withdraw from the Contract if**, after the conclusion of this Contract, it becomes apparent that the Participant has provided information or documents in the tender that do not correspond to the facts and have had or may have had an impact on the outcome of the tender procedure.
 - 6) The tender procedure in question **is not a public tender or a public promise and is not a public contract within the meaning of the Public Procurement Act**.
 - 7) Pursuant to § 2e) of Act No. 320/2001 Coll., on financial control in public administration, as amended, the supplier selected on the basis of this tender procedure is a person obliged to cooperate in the performance of financial control and undertakes to provide information and documents relating to the subject of this public contract to the control authorities of the grant provider for the period of time specified by the Czech legislation for their archiving (Act No. 563/1991 Coll., on accounting and Act No. 235/2004 Coll., on value added tax).
 - 8) The content, structure and main ideas presented in the tender documentation are considered by the author of this tender documentation, who is the person representing the contracting authority, as his intellectual property and may not be copied or otherwise transmitted to third parties or used for any purpose other than the award of the subject procurement without his permission.
 - 9) **Compliance with EU Council Regulation 2022/576**. Article 5k of that Regulation, according to which (subject to specified exceptions) the award or further performance of public contracts is prohibited:
(a) Russian nationals, natural or legal persons, entities or bodies established in Russia; (b) legal persons, entities or bodies which are more than 50% owned, directly or indirectly, by any of the entities referred to in subparagraph (a); or (c) contractors acting on behalf of or at the direction of any of the entities referred to in subparagraphs (a) or (b), including subcontractors, where they represent more than 10% of the value of the contract, or jointly with them.

Article 19. Attachments

- Annex No. 1 ZD - Tender Cover Sheet
- Annex No. 2 ZD - Technical Specification

In Brno, 4 July 2024

On behalf of the client - 1CSC a.s.:

Ing. Bc. Iveta Minx Prášková

TENDERA partners, s.r.o.

Tender advisor

On the basis of a power of attorney