

## INVITATION TO TENDER INCL. TENDER DOCUMENTATION

### Article No.1. Identification of the public contract and the contracting authority

Name of the public contract:	Kümpers Textil s.r.o. – acquisition of machinery - III
Type of selection procedure:	public contract outside the regime of Act No. 134/2016 Coll., on Public Procurement (hereinafter referred to as the "PPA")
Type of public contract:	Supplies
Address of the buyer profile:	<a href="https://ezak.tendera.cz/profile_display_1812.html">https://ezak.tendera.cz/profile_display_1812.html</a>
Project identification:	Project name: Production of a towpreg for high-pressure hydrogen storage in Kümpers Textil s.r.o. for use in the automotive sector Registration number: CZ.01.01.01/02/24_051/0004940

Name of the contracting authority:	Kümpers Textil s.r.o.
Registered office of the contracting authority:	č.p. 100, 468 46 Plavý
Represented by:	Dr.-Ing. Rudolf Bonse, Managing Director Ing. Pavel Liška, Managing Director
IDN:	63217961
TIN:	CZ63217961

Person representing the contracting authority <sup>1</sup> :	TENDERA partners, s.r.o.
Residence:	č.p. 424, 664 67 Syrovice
Contact point:	Česká 161/1, 602 00 Brno
IDN:	08668477
TIN:	CZ08668477
Contact person:	Bc. Ing. Iveta Minx Prášková
Phone:	+420 739 547 265
Email:	<a href="mailto:praskova@tendera.cz">praskova@tendera.cz</a>
Data box identifier:	HE9GWRW

<sup>1</sup> In accordance with Section 43 para. 1 of the Public Procurement Act on the basis of a mandate contract. The person representing the contracting authority is not in a conflict of interest, of which he made an affidavit.

## Article No.2. Introductory Provisions

- 1) This Tender Documentation is a set of documents, data, requirements and technical conditions of the contracting authority defining the subject matter of the public contract (hereinafter **referred to as the "Tender Documentation"**) in the details necessary for the preparation and submission of bids by the participants in the tender (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 **"PPA"**), **the public contract is awarded** in accordance with a procedure outside the Public Procurement Act (hereinafter also referred to as the **"Tender"**) and in accordance with the Rules for the Selection of Suppliers and the procedure pursuant to 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 clarity of the tender conditions, the contracting authority uses references to the relevant provisions of the Public Procurement Act in the tender documents, even though this is not a procedure under the Public Procurement Act, but only an analogous procedure.
- 3) The contracting authority is seeking a subsidy for the implementation of a public contract under the Operational Programme Technology for Competitiveness, Innovation Programme, Call II, project name: Production of a towpreg for high-pressure hydrogen storage in Kúmpers Textil s.r.o. for use in the automotive sector, project registration number: CZ.01.01.01/02/24\_051/0004940 (hereinafter referred to as the **"Project"**).
- 4) **Offer cover sheet**
  - a) As **Annex 1** of the Tender Documentation, the contracting authority submits to the contractors a model Cover Sheet of the Bid according to the given lot of the contract (hereinafter referred to as the **"Cover Sheet of the Bid"**) containing pre-filled **binding requirements of the** contracting authority, which are a condition for the participation of suppliers in the tender.
  - b) Suppliers shall prove compliance with all the contracting authority's requirements, i.e. requirements for the subject matter of the public contract, for qualification or for the submission of data decisive for the evaluation, by submitting the Tender Cover Sheet, including the relevant annexes or other equivalent documents, and other documents if required by the Tender Documentation.

## Article No.3. Subject matter of the public contract

- 1) The subject matter of this public contract is **the supply of new production technologies - creel for unwinding finished bobbins** and the provision of related supplies and services, the main purpose of which is to introduce innovation in the contracting authority's production process technology (hereinafter referred to as the **"subject matter of the public contract"**).
- 2) The minimum requirements for the subject matter of the public contract are defined by the technical, commercial and other contractual conditions included in the annexes to this tender document:

- a) **Annexes No. 2** to these tender documents, consisting of the commercial and payment terms and conditions for the performance of the public contract (hereinafter referred to as the "Commercial Terms and Conditions"),
  - b) **Annex No. 3** of these tender documents, consisting of the technical specifications of the subject of the public contract (hereinafter referred to as the "Technical Specifications"), including the price calculation for the subject of the public contract,
- 3) The capacity, quality and technical parameters and requirements for the subject matter of the public contract defined by the contracting authority, as well as the values specified for these parameters, are set as the minimum permissible. Therefore, the participants can offer the subject of the public contract that will have better parameters and properties 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 relevant to 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, technically and qualitatively equivalent solution for the performance of the public contract, which must meet the technical and functional requirements of the contracting authority set out in this tender document and its annexes.
  - 5) **Partial performance of the public contract:**  
The contracting authority does not allow partial performance of the subject matter of the public contract.
  - 6) **Estimated value of the public contract:**  
The total estimated value of the public contract is **669 740,- EUR excluding VAT (16 291 426 CZK excluding VAT, exchange rate from 15.9.2025 – 1 EUR = 24,325 CZK).**

- 7) **Classification of the subject matter of the public contract according to the CPV code list:**

Type of delivery	CPV code
Industrial machinery	42000000-6

- 8) **Duration of performance of the contract**

The period of performance of the public contract is defined in the Terms and Conditions (Annex No. 2 of the Tender Documentation).

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

The place of performance of the public contract is **the registered office of the contracting authority at No. 100, 468 46 Plavý.**

## Article No.4. Requirements for meeting qualification requirements

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

- 1) **The requirements for basic eligibility** are set by the contracting authority in a model affidavit in the Cover Sheet of the Bid.
- 2) **The requirements for professional competence** are set by the contracting authority in the Cover Sheet of the Bid.
- 3) **The requirements for technical qualifications** are set by the contracting authority in a model affidavit in the Cover Sheet of the Bid.
- 4) The contracting authority reserves the right to request the submission of originals or certified copies of qualification documents from the selected supplier. The contracting authority is entitled to exclude a contractor who does not submit these documents or whose submitted documents do not meet the requirements of the contracting authority declared in the Cover Sheet of the Bid.
- 5) **Common provisions for qualification:**
  - a) In the case of ***proving qualification obtained abroad***, the procedure within the meaning of Section 81 of the Public Procurement Act is applied.
  - b) In the case of ***qualification in the case of joint participation of suppliers***, the procedure within the meaning of Section 82 of the Public Procurement Act is applied.
  - c) In the case of ***of proving qualification through other persons***, the procedure within the meaning of Section 83 of the Public Procurement Act will be applied.
  - d) In the event ***of a change in the qualification of a participant in the selection procedure***, the procedure within the meaning of Section 88 of the Public Procurement Act will be applied.

## Article No.5. Evaluation criteria and bid evaluation method

### 1) Evaluation criterion

The submitted bids will be evaluated according to the economic advantage of the bids based on **the most advantageous ratio of the bid price and quality** according to the evaluation criteria with the following weights:

Evaluation criteria	Weighting of the evaluation criterion
Offer price in CZK without VAT	70 %
Warranty period length in months	30 %

### 2) Method of evaluation of bids in individual evaluation criteria

- A. Within the evaluation criterion **"Offer price in CZK without VAT"** the bids will be evaluated according to the bid price in CZK excluding VAT. The most advantageous offer will be the offer **with the lowest numerical value** in CZK excluding VAT.
- B. Within the evaluation criterion **"Length of warranty period in months"** bids will be evaluated according to the highest provided length of guarantee for the quality of equipment in months. The minimum length of the warranty period for the quality of the equipment is **12 months**. Offer by a participant who offers the length of the guarantee **shorter periods** will **Excluded** further participation in the tender procedure. When evaluating tenders under this evaluation criterion, a warranty of **maximum 36 months**, the higher warranty offered will not be advantaged.

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

$$\text{Score} = \frac{\text{The best offer}}{\text{Rated offer}} \times 100$$

Subsequently, the number of points achieved by each Participant within a given evaluation criterion will be recalculated by the weight of that criterion.

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

$$\text{Score} = \frac{\text{Rated offer}}{\text{The best offer}} \times 100$$

Subsequently, the number of points achieved by each Participant within a given evaluation criterion will be recalculated by the weight of that criterion.

- 5) The overall evaluation is the sum of the point values of the individual criteria, which are multiplied by the weight of the given evaluation criterion. The best offer is the one that gets the highest total number of points.
- 6) Participants shall state the values of individual quantifiable criteria for the purposes of the selection procedure in the Cover Sheet of the bid. **The values of the evaluation criteria shall be added to the submitted draft Contract in the bid by the participant in accordance with their bid.**
- 7) If two or more bids achieve the same total number of points, the bid that achieved a higher number of points in the evaluation criterion with a higher weight, i.e. the bid price in CZK excluding VAT, will be selected as the most advantageous.

## Article No.6. Requirements for the method of processing the bid price

- 1) The participant shall determine the bid price **for proper and timely performance of the subject matter of the public contract**. The participant sets the offer price in CZK or EUR.
- 2) The bid price is **a fixed price, the maximum permissible**. The bid price includes all costs of the participant necessary for the proper and timely performance of the subject matter of the public contract according to the tender conditions.
- 3) The amount of the bid price is **independent of price developments and exchange rate changes**. The offer price must also include the expected development of prices in the given field, including the expected development of the exchange rate of the Czech currency against foreign currencies. **If the contracting authority allowed the bid price to be set in a currency other than CZK, i.e. EUR, it will be converted for the purposes of evaluation using the exchange rate of the Czech National Bank valid as of the last day of the deadline for submitting bids.**

- 4) The participant is not entitled to condition the amount of the bid price with another condition. Conditioning the bid price, stating variants of the bid price and determining the amount of the bid price in a currency other than that stipulated in this Tender Documentation will be **a reason for the exclusion of** the bid of the participant and its subsequent exclusion from participation in the tender.
- 5) For the purposes of the tender, the bid price will be stated in **CZK or EUR** on the Bid Cover Sheet.
- 6) At the same time, the contracting authority draws the attention of the participant to the fact that the evaluation committee may assess the amount of bid prices in relation to the subject matter of the public contract, i.e. it may assess whether the submitted bid does not contain an abnormally low bid price in relation to the subject matter of the public contract.

## Article No.7. Terms of trade

- 1) In their bid, participants shall submit a draft contract for the performance of the subject matter of the contract (hereinafter referred to as the "Contract"), which shall be signed by a person authorized to represent the participant. By submitting a bid, the participant undertakes to respect the contracting authority's terms and conditions set out in Annex 2 to the tender documentation. The participant shall make a solemn declaration of this undertaking (see Annex 1, Cover Sheet, to this tender documentation). **These terms and conditions may not be amended in the Contract to the detriment of the contracting authority.**

## Article No.8. Conditions for concluding the Agreement

Not applicable.

## Article No.9. Reserved Amendment to Contractual Obligation

- 1) Pursuant to Section 100(1) of the Public Procurement Act (analogously to Article 7.2(7.2.7) of the Rules), the contracting authority reserves the right to change the obligation in the subject matter of the public contract, namely in the scope of delivery within the framework of the purchase of the subject matter of the contract in the given stages. In Article 2(d) of Annex 2 to the tender documentation, the contracting authority stipulates the delivery of the subject matter of the contract in three stages (Stage 1 to Stage 3 of the subject matter of the contract).
- 2) The contracting authority **guarantees the purchase of** the subject-matter of performance under Stage No. 1, i.e. 2 pieces of subject-matter
- 3) However, the contracting authority reserves the right not to remove the subject-matter of performance (number of pieces) of Stage 2 or Stage 3.
- 4) In the case of the purchase of the subject-matter of performance in Stage 2 or Stage 3, the contracting authority shall send the selected supplier a call for purchase in Stage 2 or in Stage 3 after the completion of the implementation of Stage 1.

- 5) If the contracting authority does not send the call for Stage No. 2 by **31.10.2026**, the subject of performance will not be implemented in Stage No. 2.
- 6) If the contracting authority does not send a call for Stage 3 by **31.10.2026**, the subject-matter of performance will not be implemented in Stage 3.
- 7) The period of performance of the Contract and the scope of delivery of the subject-matter of performance is specified in more detail in Article 2(a) of the Act. e) Annex No. 2 to the Tender Documentation.
- 8) The contractor is not entitled to claim compensation for damage or other compensation, including lost profits, if the subject-matter of performance was not taken away in Stage 2 or Stage 3.

## Article No.10. Content requirements and how offers are processed

- 1) The offer must be prepared in full in **Czech or Slovak or English or German**, in **paper form** in one original and one copy, and in an electronic version (copy on an electronic carrier).
- 2) The contracting authority is not obliged to consider the documents and data submitted by the participant in the bid beyond the obligations set out in the tender conditions.
- 3) Each supplier may submit only one bid for a public contract. A participant may not simultaneously be a person through whom another participant in the same tender procedure proves their qualification.
- 4) The contracting authority does not allow alternative offers.

## Article No.11. Method of submitting bids

- 1) The Participant is obliged to deliver the offer in **a properly closed envelope (package)** stamped with the Participant's stamp and clearly marked with the inscription:

**DO NOT OPEN BEFORE DEADLINE – ORDER**

**"Kümpers Textil s.r.o. – acquisition of machinery -III".**

- 2) The envelope must contain the address of the participant, to which it will be possible to send information that the bid has been delivered after the deadline for submitting bids, if it is delivered after the expiry of this period. Bids received after the deadline for submitting bids are not opened and evaluated. Received bids will be recorded and assigned a serial number.
- 3) The bid will be delivered to the address of the contact point of the person representing the contracting authority, i.e. to the address **of TENDERA partners, s.r.o., Česká 161/1, 602 00 Brno, no later than 16.10.2025 by 10:00 a.m.** The Participant may send the bid to the above address by post or submit it in person on working days **from 8:00 a.m. to 2:30 p.m.** (Monday to Thursday), **from 8:00 a.m. to 1:30 p.m.** (Friday) and on the last day of the deadline for submitting tenders from 8:00 a.m. to 10:00 a.m.
- 4) The contracting authority is not responsible for late delivery or damage to the envelopes with bids caused by the post office or courier service.

## Article No.12. Opening offers

- 1) Immediately after the expiry of the deadline for submission of tenders, the committee appointed by the contracting authority will open the envelopes with the bids and will check them at its **public meeting** held at the address of the contact point of the person representing the contracting authority, i.e. at the address **of TENDERA partners, s.r.o., Česká 161/1, 602 00 Brno, on 16.10.2025 at 10:10 a.m.**
- 2) In the case of a public meeting of the committee, participants whose bids have been received by the contracting authority within the deadline for submission of tenders have the right to participate in the opening of the envelopes with bids. One person may be present for each participant who submitted a tender within the deadline for submitting bids. This person may be a person authorised to represent the participant, which is its statutory body, or another person authorised in writing by the participant. In this case, the authorised person present at the opening of the envelopes shall provide a power of attorney.
- 3) The contracting authority may require the present representatives of the participants to prove their eligibility for participation when opening the envelopes with bids (for example, by submitting 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 participant's representative is unable to prove his or her eligibility to participate in opening the envelopes with bids, he or she will not be allowed to participate in this negotiation.
- 4) When opening the envelopes, the committee informs the participants present of the identification data of all participants and acquaints them with the numerically expressible parameters of the evaluation criteria from the individual bids.

## Article No.13. Explanation of the terms of reference

- 1) The participants are entitled to request a written explanation of the tender documentation from the contracting authority (hereinafter referred to as the "**explanation**"), delivered no later than **4 working days** before the expiry of the deadline for submitting tenders. Delivery by e-mail is also considered to be in writing. Participants will deliver their written requests for explanation to the contact address or contact e-mail of the person representing the contracting authority. The contracting authority may provide an explanation even without prior request.
- 2) The contracting authority shall send the explanation no later than **2 working days** after receipt of the request pursuant to the previous paragraph. If the contracting authority provides an explanation in response to a request for clarification that is not received on time, it does not have to comply with the deadline referred to in the previous sentence. If the request for explanation of the tender conditions is delivered on time and the contracting authority does not publish the explanation within the deadline, it shall extend the deadline for the submission of tenders by at least as many working days as the period from the delivery of the request for explanation of the tender conditions to the publication of the explanation exceeded the deadline of 2 working days.
- 3) The contracting authority shall always publish an explanation, including the exact wording of the request, **on the contracting authority's profile**.



## Article No.14. Inspection of the place of filling

- 1) The contracting authority shall allow all participants interested in submitting a bid in the tender to inspect the place of performance.
- 2) An inspection of the place of performance is possible **by telephone agreement at least 2 working days in advance** with the contact person of the contracting authority, Mr. Ing. Pavel Liška, phone: +420 604 219 833, e-mail: [liska@kuempers.cz](mailto:liska@kuempers.cz).
- 3) During the inspection of the place of performance, the parties may raise questions, but the answers to them in oral form are only informative and cannot be invoked as binding. This is without prejudice to the right of the participant to request the provision of an explanation of the tender documentation pursuant to Article 13 of this tender documentation.

## Article No.15. 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 a notice on** the contracting authority's profile, or **decision on the selection of the most advantageous bid or on the exclusion of a participant in the tender**. In such a case, the notification or decision shall be deemed to have been delivered to all interested parties and to all affected participants at the moment of publication on the contracting authority's profile.

## Article No.16. Fulfillment through subcontractors

The contracting authority requires that the participant submit a **list of subcontractors** in their bid, if known to the participant, and indicate which part of the public contract each subcontractor will perform. For this purpose, the contracting authority provides participants with a template list of subcontractors as part of the bid cover sheet.

## Article No.17. Tender deadline and security

- 1) The contracting authority sets the tender period (i.e. the period during which participants are bound by their bids) at **2 months**. The tender period begins to run at the end of the deadline for submitting bids.
- 2) The contracting authority does not require the provision of a security deposit.

## Article No.18. Processing of personal data

- 1) The contracting authority, in its position as a personal data controller, hereby informs the participants of the tender for the processing of personal data for the purpose of conducting the tender **within the meaning of 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 the "GDPR").**

- 2) As part of the implementation of the tender, the contracting authority may process personal data of suppliers and their subcontractors (from among natural persons engaged in business), members of statutory bodies and contact persons of suppliers and their subcontractors, persons through whom the contractor demonstrates qualification, members of the contractor's implementation team and beneficial owners of the contractor.
- 3) The contracting authority will process personal data only to the extent necessary for the implementation of the tender and only for the period stipulated by legal regulations. Data subjects are entitled to exercise their rights under Articles 13 to 22 of the GDPR in writing at the address of the contracting authority's registered office.
- 4) The contracting authority transfers personal data for processing to a person representing the contracting authority as a personal data processor for the purpose of administering the tender within the meaning of Section 43 of the Public Procurement Act.

## **Article No.19. Other conditions of the contracting authority for the performance of the public contract**

- 1) The contracting authority reserves **the right to retain the bids received.**
- 2) The contracting authority **will not reimburse the participants for any costs** associated with participation in the tender, including the preparation and submission of bids and other applications, proposals, etc. This is without prejudice to the provisions of Section 40 (4) of the Public Procurement Act.
- 3) The contracting authority points out that the submission of the bid itself does not establish a legal right of the participant to conclude the Contract. If the Contract is not concluded with the selected supplier, the contractor will not be entitled to any payment or compensation for damage or non-pecuniary harm for any reason against the contracting authority.
- 4) The contracting authority reserves the **right to withdraw from the Contract** if, after the conclusion of this Agreement, it discovers that the participant has provided information or documents in the bid that do not correspond to reality and had or could have influenced the outcome of the tender.
- 5) The tender in question **is neither a public tender nor a public promise and is not a public contract within the meaning of the Public Procurement Act.**
- 6) The contractor selected on the basis of this tender is, pursuant to Section 2e) 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 related to the subject matter of this public contract to the control bodies of the subsidy provider, for the period stipulated by the legal regulations of the Czech Republic for their archiving (Act No. 563/1991 Coll., on Accounting and Act No. 235/2004 Coll., on Value Added Tax).
- 7) The content, structure and main ideas set out in the tender documents are considered by the author of the tender documents, who is the person representing the contracting authority, to be

his intellectual property and may not be copied or otherwise transferred to third parties or used for any purpose other than awarding the public contract in question without his consent.

- 8) **Compliance with EU Council Regulation 2022/576:** The public contract is awarded in accordance with EU Council Regulation 2022/576 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, in particular in accordance with Article 5k of this Regulation, according to which (subject to specified exceptions) it is prohibited to award or further perform public contracts: (a) Russian nationals, natural or legal persons, entities or bodies established in Russia, (b) legal persons, entities or bodies which are directly or indirectly owned for more than 50% by any of the entities referred to in point (a), or (c) suppliers acting on behalf of or on the instructions of any of the entities referred to in points (a) or (b), including subcontractors, if they represent more than 10 % of the contract value, or together with them.

## Article No.20. Attachments

- Annex No. 1 – Cover sheet
- Annex 2.– Terms and Conditions according
- Annex 3– Technical specification

Brno, 15.9.2025

On behalf of the contracting authority – Kümpers Textil s.r.o.:

**Bc. Ing. Iveta Minx Prášková**

TENDERA partners, s.r.o.

Tender advisor

Based on a power of attorney