



INVITATION TO TENDER INCLUDING TENDER DOCUMENTATION

Article 1. Public Contract and Contracting Authority Identification Details

Public contract title:	Delivery of a Moulding Machine for the Production of Wax Models
Type of tender procedure:	public contract not regulated by Act No. 134/2016 Coll., on Public Procurement (hereinafter referred to as "PPA")
Type of public contract:	deliveries
Profile of the Contracting Authority:	https://ezak.tendera.cz/profile_display_547.html
Project identification details:	Line for the production of investment castings with the minimum possible wall thickness and maximum rigidity and dimensional stability, project registration number: CZ.01.1.02/0.0/0.0/19_261/0019359

Name of the Contracting Authority:	ALUCAST, s.r.o.
Registered office of the Contracting Authority:	house no. 100, 687 07 Tupesy
Represented by:	Ing. František Šmatelka, Executive
ID Number (IČO):	262 32 111
Tax Number (DIČ):	CZ26232111

Person representing the Contracting Authority ¹ :	TENDERA partners, s.r.o.
Registered office:	house no. 424, 664 67 Syrovice
Contact details:	Česká 161/1, 602 00 Brno
ID Number (IČO):	08668477
Tax Number (DIČ):	CZ08668477
Contact Person:	Ing. Bc. Iveta Prášková
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¹ Under a contract of mandate in accordance with Section 43 (1) of the PPA. The person representing the Contracting Authority is not in conflict of interest, which was confirmed by the person in the form of an affidavit.

Article 2. Introductory provisions

- 1) This tender documentation is a set of documents, data, requirements and technical conditions stipulated by the Contracting Authority that define the scope of the public contract (hereinafter referred to as the “**Tender Documentation**”) at a level of detail required by tenderers to prepare and submit bids in the tender procedure (hereinafter referred to as “**Tenderer**”).
- 2) The public contract will be, in accordance with Section 31 of Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as “**PPA**”), awarded in a procedure not regulated by the PPA (hereinafter referred to as the “**Tender Procedure**”) and in accordance with the Contractor Selection Rules, Ref. No. MPO 700007/20/61010/61000 valid since 03/12/2020 and effective since 10/12/2020 (hereinafter referred to as the “**Rules**”). In order to ensure clarity and specificity of the tender specifications, the Contracting Authority uses references to the relevant provisions of the PPA in the Tender Documentation even though this is not a procedure under the PPA but instead only an analogous procedure.
- 3) The Contracting Authority has received a subsidy for the public contract from the Operational Program Enterprise and Innovation for Competitiveness, Innovation - Innovation Project, Call VII, project entitled “**Line for the production of investment castings with the minimum possible wall thickness and maximum rigidity and dimensional stability**”, project registration number: CZ.01.1.02/0.0/0.0/19_261/0019359.
- 4) **Bid cover sheet**
 - a) As **Annex 1** to the Tender Documentation, the Contracting Authority is submitting to the Contractors the Bid Cover Sheet template (hereinafter referred to as the “**Bid Cover Sheet**”) containing pre-filled **mandatory** requirements of the Contracting Authority which are obligatory for the participation of Tenderers in the Tender Procedure.
 - b) The Contractors will prove compliance with all the requirements of the Contracting Authority, i.e. the requirements regarding the subject-matter of the public contract, qualification and the submission of data relevant to the evaluation, by submitting the Bid Cover Sheet including the relevant annexes or other equivalent documents, as well as any other documents requested in the Tender Documentation, if any.

Article 3. Subject-Matter of the Public Contract

- 1) The subject-matter of the public contract is the delivery of a new production machine – **injection moulding machine for the production of wax models** (hereinafter referred to as “**Subject-Matter of the Public Contract**”).
- 2) The minimum requirements for the Subject-Matter of the Public Contract are **defined in the technical and commercial terms** which are part of the annexes to the Tender Documentation:
 - a) **Commercial Terms** are defined in Art. 7 of the Tender Documentation,
 - b) **Annex 2** to this Tender Documentation consisting of the technical specifications of the subject-matter of the public contract (hereinafter referred to as the “**Technical Specifications**”).

3) If the Tender Documentation contains requirements for or references to companies, names, specific designations of equipment and services that apply to a specific person, or a branch thereof, patents, utility models, industrial designs, trademarks or designation of origin, the Tenderer shall be entitled to propose another, technically and qualitatively equivalent solution for the performance of the public contract that meets the technical and functional requirements of the Contracting Authority specified in the Tender Documentation and its annexes.

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

The Contracting Authority does not allow partial performance of the public contract.

5) **Estimated cost of the public contract:**

The total estimated cost of the public contract is CZK 5,618,950 excl. VAT

6) **Classification of the subject-matter of the public contract according to the CPV codebook:**

Type of Supply	CPV Code
Industrial machinery	42000000-6

7) **Duration of performance of the public contract**

The duration of performance of the public contract is defined in Art. 7 (2)(d) of this Tender Documentation.

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

The place of performance of the public contract is the Contracting Authority's registered office at ALUCAST, s.r.o., building no. 100, 687 07 Tupesy.

Article 4. Requirements for compliance with qualification requirements

The Contractors are required to prove compliance with the qualification requirements set by the Contracting Authority.

- 1) The **basic qualification requirements** are defined by the Contracting Authority in the sample affidavit in the Bid Cover Sheet.
- 2) The **professional qualification requirements** are defined by the Contracting Authority in the Bid Cover Sheet.
- 3) The Contracting Authority reserves the right to request submission of the originals or certified copies of documents proving compliance with the qualification requirements from the selected Contractor. The Contracting Authority is entitled to disqualify Contractors who fail to submit such documents or whose submitted documents fail to meet the Contracting Authority's requirements declared in the Bid Cover Sheet.
- 4) **Common provisions regarding the qualification requirements:**
 - a) If *proving compliance with qualification requirements abroad*, proceed in accordance with Section 81 of the PPA.

- b) If **proving compliance with qualification requirements for a joint bid**, proceed in accordance with Section 82 of the PPA.
- c) In case of a **change in the Tenderer's compliance with qualification requirements**, proceed in accordance with Section 88 of the PPA.

Article 5. Evaluation criteria and bid evaluation method

1) Evaluation criterion

Bids submitted will be evaluated according to the economic properties of the bids **based on the most favourable bid price-quality ratio** using evaluation criteria with the following weights:

Evaluation criteria	Weight of the evaluation criterion
Bid price in CZK excluding VAT	50%
Warranty period in months	30%
Guaranteed service request response time in hours	20%

2) Method of evaluating bids within the individual evaluation criteria

- A. Under the evaluation criterion **“Total bid price in CZK excluding VAT”**, the bids shall be evaluated according to the bid price in CZK excluding VAT. The best bid will be the bid with the lowest numerical value in CZK excluding VAT.
- B. Under the evaluation criterion **“Warranty period in months”**, the bids shall be evaluated according to the longest warranty period for the quality of the subject-matter of the public contract in months. The warranty period for the quality of the subject-matter of the public contract covers mechanical and electrical parts and does not cover parts subject to normal wear and tear. **The minimum warranty for the quality of the subject-matter of the public contract is 12 months**. The warranty period for the quality of the subject-matter of the public contract **will begin upon the handover of the subject-matter of the public contract based on a handover report on the commissioning of the equipment into full operation**. Bids submitted by a Tenderer offering a shorter warranty period shall be disqualified from further participation in the Tender Procedure. When evaluating bids under this evaluation criterion, a warranty period of **a maximum of 24 months** shall be taken into account, longer warranty periods shall not be awarded more points. The best bid will be the bid with the highest numerical value in months.
- C. Under the evaluation criterion **“Guaranteed service request response time in hours”**, the bids will be evaluated based on the lowest specified response time in case of a service request regarding the subject-matter of the public contract in hours during working hours, i.e. the time between the request is reported by the Contracting Authority and the service technicians' response to the request. This is the maximum time in hours until the response to the Contracting Authority's service request directly associated with the operation of the public contract deliverables regarding an issue preventing the operation thereof begins. The request will be handled by remote access. **The maximum service request response time during working hours is 24 hours**. Bids submitted by a Tenderer offering a longer response time shall be

disqualified from further participation in the Tender Procedure. The best bid will be the bid with the lowest numerical value in hours.

- 3) In case of evaluation criteria, where the best bid is the **bid with the lowest value**, the best bid will be awarded 100 points and the remaining bids will be awarded points according to the following formula:

$$\text{Number of points} = \frac{\text{best bid}}{\text{evaluated bid}} \times 100$$

Subsequently, the number of points obtained by each Tenderer within the relevant evaluation criterion will be converted using the weight of this criterion.

- 4) In case of evaluation criteria, where the best bid is the **bid with the highest value**, the best bid will be awarded 100 points and the remaining bids will be awarded points according to the following formula:

$$\text{Number of points} = \frac{\text{evaluated bid}}{\text{best bid}} \times 100$$

Subsequently, the number of points obtained by each Tenderer within the relevant evaluation criterion will be converted using the weight of this criterion.

- 5) The total score is the sum of the points awarded for the individual criteria which are multiplied by weight of the relevant evaluation criterion. The bid, which is receives the highest total number of points, is the best bid.
- 6) For the purposes of the Tender Procedure, the Tenderers will indicate the values for the individual quantifiable criteria in the Bid Cover Sheet. The Tenderers will insert the evaluation criteria values in the draft Agreement in accordance with their bids.
- 7) If two or more bids receive the same number of points, the best bid will be the bid that received the highest number of points in the evaluation criterion with the highest weight, i.e. in the criterion "bid price in CZK excluding VAT".

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

- 1) The Tenderer will determine the bid price **for the due and timely performance of the subject-matter of the public contract**. The Tenderer shall determine the bid price in CZK, EUR or USD.
- 2) The bid price is a **fixed, maximum permissible price** which **cannot be exceeded**. The bid price must include all costs of the Tenderer necessary for the due and timely performance of the subject-matter of the public contract under the tender specifications.
- 3) The bid price is **not affected by changes in prices and exchange rates**. The bid price must account for any expected changes in prices in the industry, including the expected development of the Czech Koruna exchange rates. If the Contracting Authority allows Tenderers to determine the bid price **in a currency other than CZK**, it will be converted, for the purposes of evaluation, using the exchange rate of the Czech National Bank valid on the last date of the period for submission of bids.

- 4) The Tenderer **is not entitled to subject the bid price to any other conditions**. Subjecting the bid price to conditions, providing variant bid prices and determining the bid price in a currency other than that specified in this Tender Documentation will be **a reason for disqualifying the Tenderer's bid** and subsequently the Tenderer from the Tender Procedure.
- 5) For the purposes of the Tender Procedure, the bid price will be specified **in CZK or EUR or USD** in the Bid Cover Sheet broken down as appropriate.
- 6) The Contracting Authority also informs the Tenderer that the evaluation committee may assess the bid prices in relation to the subject-matter of the public contract, i.e. it may assess whether the bid submitted contains an abnormally low bid price in relation to the subject-matter of the public contract.

Article 7. Commercial terms

- 1) The Tenderer's bid will contain **a draft agreement for the performance of the subject-matter of the contract** (hereinafter referred to as the "**Agreement**") which will be signed by a person authorised to represent the Tenderer. By submitting a bid, the Tenderer agrees to respect the following commercial terms of the Contracting Authority. An affidavit will be issued regarding this obligation (see Annex 1 Cover Sheet to the Tender Documentation). **The following commercial terms must not be changed in the Agreement to the detriment of the Contracting Authority.**
- 2) The Agreement must contain the following commercial and payment terms:
 - a) Identification of the Parties, including IČO (company identification number) and DIČ (tax identification number), if assigned;
 - b) The deliverables (specified both qualitatively and quantitatively) while the subject-matter of the Agreement must be the same as the scope of the Tenderer's bid and the terms contained in the Tender Documentation.

The deliverables include but are not limited to the following tasks:

- **transport of the equipment** to the place of performance - DAP Tupy (Incoterms 2020) by the Seller,
- **unloading** of the deliverables (the Buyer will provide handling equipment at its own expense), **unpacking and inspection** conducted by the Seller with the Buyer's participation,
- **fees** associated with the delivery of the equipment (such as insurance etc.) will be paid by the Seller, customers - expenses borne by the Buyer,
- **licences**, if required to use the equipment,
- **commissioning and bringing the equipment into full operation**, testing and checking correct functioning, adjustment if required, as well as the performance of other tasks and activities necessary for the deliverables to be suitable for the agreed or customary purpose,
- supply of the necessary **accessories** to deliverables, especially the preparation and submission of **instructions and user and maintenance manuals** in Czech or English,

- **submission of a declaration of conformity** of the supplied deliverables with approved standards (CE certification),
 - arranging for the prescribed **inspections, technical checks and tests** for the duration of the warranty and liability for defective equipment, as follows applicable laws and regulations or instructions of the manufacturer of the deliverables.
- c) **Price** for the performance of the subject-matter of the contract, broken down as follows:
- price excl. VAT,
 - VAT separately with indication of the applicable rate; and
 - price incl. VAT.

If only a price excl. VAT is set out in the draft Agreement, this must be clearly stated in the Agreement.

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

Start of performance under the Agreement: **the day following the signing of the Agreement.**

End of performance under the Agreement: **within 40 weeks of the start of performance under the Agreement.**

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

- the Contracting Authority's registered office at **ALUCAST, s.r.o., building no. 100, 687 07 Tupesy.**

- f) **Payment terms:**

- The Buyer shall make an advance payment of **30% of the agreed purchase price** to the Seller based on a proforma invoice issued by the Seller after the conclusion of the Agreement.
- The Buyer shall make an advance payment of **50% of the agreed purchase price** to the Seller based on a proforma invoice issued by the Seller after the subject-matter of the Agreement is loaded and the delivery note is signed by the carrier.
- The remaining amount of **20% of the agreed purchase price** shall be paid to the Seller based on a tax document (hereinafter referred to as the "Final Invoice") issued by the Seller for the full purchase price upon the proper and complete performance of the Agreement. The advance payments made shall be accounted for in the tax document. Attached to the Final Invoice must be a handover report approved by the Buyer, in which the Buyer confirms acceptance of the equipment and provision of other supplies, works and services, to which the Seller committed in the Agreement.

The invoice payment terms **must not be less than 30 days** after the invoice date.

Each invoice must also **contain the project title and registration number** (i.e. "Line for the production of investment castings with the minimum possible wall thickness and maximum rigidity and dimensional stability", project registration number: CZ.01.1.02/0.0/0.0/19_261/0019359).

- g) **Contractual penalties:**

- The contractual penalty for the Seller's delay **must not be lower than 0.05%** of the contract price for each day of delay. The Contracting Authority agrees that the contractual penalty may be limited to 5% of the total contract price.
 - The contractual penalty for the Buyer's delay in payment of invoices **must not be higher than 0.05%** of the outstanding amount for each day of delay. However, it must not exceed 5% of the total contract price.
 - The draft Agreement must contain a contractual penalty for the Seller's delay violating the guaranteed **service request response time specified in the Tenderer's bid as an evaluation criterion**. The Buyer has the right to charge the Seller a contractual penalty of **CZK 1,000 per each hour of delay or any part thereof**.
- h) The values of the evaluation criteria specified in Art. 5 of this Tender Documentation must be specified in the draft Agreement.
- i) Given that the subject-matter of this Agreement is financed from public funds, the Seller is an entity obliged to cooperate in the exercise of financial control in accordance with Section 2 (e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended, and agrees to provide information and documents relating to the deliverables under the Agreement to control authorities.
- 3) As part of its bids, the Tenderers will submit the following document as an annex to the Agreement:
- Technical specifications** of the public contract deliverables (**Annex 2** to the Tender Documentation).

Article 8. Conditions for concluding the Agreement

Not applicable.

Article 9. Requirements for the content and method of processing the bids

- 1) The bid must be to full extent prepared in **Czech, Slovak or English**, in **paper form** as one original and one copy, and electronically (with a copy on a CD or a USB drive).
- 2) The Contracting Authority is not required to take in consideration any documents and data submitted by the Tenderer in its bid beyond the obligations stipulated in the Tender Specifications.
- 3) Each Contractor may submit only one bid for the public contract. The Tenderer must not simultaneously be the person through whom another Tenderer proves compliance with the qualification requirements in the same Tender Procedure.
- 4) The Contracting Authority does not allow any bid variants.

Article 10. Bid submission method

- 1) The Tenderer must deliver the bid in a **properly sealed envelope (package)** which will bear the Tenderer's stamp and be clearly marked as follows:

DO NOT OPEN BEFORE DEADLINE – CONTRACT

“Delivery of a Moulding Machine for the Production of Wax Models”.

- 2) The envelope must bear the address of the Tenderer, where information may be sent that the bid was delivered after the deadline for submission of bids in the event that it is delivered after the deadline. Bids delivered after the deadline for submission of bids will not be opened and evaluated. Bids received will be recorded and they will be assigned a serial number.
- 3) The bid must 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, by 1st November 2021, 11:00 a.m.** The Tenderer may send the bid to the above address by post or submit it in person on working days (Monday – Thursday) **from 8:00 a.m. to 3:30 p.m.**, Friday **from 8:00 a.m. to 1:30 p.m.** and on the last bid submission day **from 8:00 to 11:00 a.m.**
- 4) The Contracting Authority does not bear any liability for late delivery of or damage to the envelopes containing the bids caused by the postal or overnight delivery service.

Article 11. Opening of the envelopes

A committee appointed by the Contracting Authority will open the delivered envelopes with the bids immediately after the expiry of the deadline for the submission of the bids and check them at its **non-public meeting** held at the address of the contact point of the person representing the Contracting Authority **on 1st November 2021 at 11:00 a.m.**

Article 12. Clarification of the Tender Specifications

- 1) The Tenderers are entitled to ask the Contracting Authority in writing for a clarification of the Tender Documentation (hereinafter referred to as the “**Clarification**”) while such a request must be delivered no later than **4 working days** before the deadline for the submission of bids. E-mail delivery shall also be considered written form. The Tenderers shall deliver their written requests for clarification to the contact address or contact e-mail address of the person representing the Contracting Authority. The Contracting Authority may provide clarification without prior request.
- 2) The Contracting Authority shall send the clarification within **2 working days** of delivery of the request under the preceding paragraph. If the Contracting Authority provides a clarification in response to a request for clarification, which was delivered late, it will not be required to comply with the time limit set out in the previous sentence. If a request for clarification of the Tender Specifications is delivered in time and the Contracting Authority does not publish the clarification within the time limit, the deadline for the submission of bids will be extended by at least as many working days as the time by which the period from the delivery of the request for clarification of the Tender Specifications to the publication of the clarification exceeded 2 working days.

- 3) The Contracting Authority shall always publish the clarification, including the exact wording of the request, on the **Contracting Authority's profile** and promptly notify all known Tenderers in writing.

Article 13. Tour of the place of performance

The Contracting Authority states that due to the nature of the subject-matter of the public contract, no tour of the place of performance is necessary.

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 a **notice** or, where appropriate, a **decision regarding the selection of the best bid in the tender procedure and a decision to cancel the tender procedure** on the **Contracting Authority's profile**. In this case, the notice or the decision shall be considered delivered to all respective stakeholders and all respective Tenderers upon publication on the Contracting Authority's profile.

Article 15. Performing through subcontractors

The Contracting Authority requires Tenderers to include a **list of subcontractors** in their bids if such subcontractors are known to the Tenderer, specifying which part of the public contract is to be performed by each subcontractor. For that purpose, the Contracting Authority provides the Tenderers with a subcontractor list template as part of the Cover Sheet.

Article 16. Award period and surety

- 1) The Contracting Authority sets the award period (i.e. the period during which the Tenderers shall be bound by their bids) at **3 months**. The award period begins after the deadline for submission of bids.
- 2) The Contracting Authority does not require any surety.

Article 17. Processing of personal data

- 1) The Contracting Authority, as a personal data controller, hereby informs the Tenderers in the Tender Procedure about the processing of personal data for the purposes of the execution of the tender procedure under Art. 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) During the course of the Tender Procedure, the Contracting Authority may process personal data of the Contractors and their subcontractors (natural persons – entrepreneurs), members of

governing bodies and contract persons of Contractors and their subcontractors, persons, through which the Contractor proves compliance with the qualification requirements, members of the Contractor's implementation team and the Contractor's beneficial owners.

- 3) The Contracting Authority will process personal data only to the extent necessary for the execution of the tender procedure and only for the time stipulated by law. Data subjects are entitled to exercise their rights under Art. 13 to 22 of the GDPR in writing at the address of the Contracting Authority's registered office.
- 4) The Contracting Authority will hand over personal data for processing to the person representing the Contracting Authority as the processor for the purposes of administering the tender procedure within the meaning of Section 43 of the PPA.

Article 18. Additional conditions of the Contracting Authority for the performance of the public contract

- 1) The Contracting Authority reserves the right **to keep all bids received**.
- 2) The Contracting Authority **shall not reimburse the Tenderers** for any costs associated with the participation in the Contracting Authority, including the preparation and submission of the bid and other requests, proposals, etc.
- 3) The Contracting Authority points out that the mere submission of a bid does not establish the Tenderer's legal right to the conclusion of the Agreement. In the event that the Contract is not concluded with the selected Contractor, the Contractor will not have any right towards the Contracting Authority to demand any payment or compensation for damage or immaterial harm for any reason.
- 4) The Contracting Authority reserves the **right to withdraw from the Agreement** if it finds out after concluding the Agreement that the Tenderer included information or documents in the bid that are false and should have or could have affected the outcome of the Tender Procedure.
- 5) The tender procedure **is not a public tender or a public promise and it is not a public contract pursuant to the PPA**.
- 6) The Tenderer selected in this tender procedure shall be, in accordance with Section 2 (e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended, an entity obliged to cooperate in the exercise of financial control and agrees to provide information and documents relating to the subject-matter of this public contract to inspection authorities of the grant provider throughout the period prescribed by the laws of the Czech Republic for archiving thereof (Act No. 563/1991 Coll., on Accounting, and Act no. 235/2004 Coll., on Value Added Tax).
- 7) The author of the Tender Documentation – entity representing the Contracting Authority – considers the content, structure and main ideas contained in the Tender Documentation to be its intellectual property and they must not be copied without its consent or otherwise disclosed to third parties or used for any purpose other than awarding the relevant public contract.

Article 19. Annexes

- 1) Annex 1 Bid Cover Sheet
- 2) Annex 2 Technical Specification Including Drawing

Brno, 12th October 2021

On behalf of the Contracting Authority – ALUCAST, s.r.o.:

Ing. Bc. Iveta Prášková

TENDERA partners, s.r.o.

Tender Consultant

Under a power of attorney