

INVITATION TO SUBMIT OFFER

*for a public procurement assigned outside the regime of the Act
No. 137/2006 Coll., about public procurements, as amended (hereinafter as the “Act”)*

“Analysis software for the lab RTG CT”

Procurement:

Type of a competitive tendering:

Contract owner:

Number of the project request:

Analysis software for the lab RTG CT

outside the regime of the Act No. 137/2006 Coll.,
about public procurements, as amended (hereinafter
as the “Act”)

Ústav geoniky AV ČR, v. v. i., Studentská 1768, 708 00
Ostrava – Poruba, Id. No.: 68145535, Czech Republic

CZ.1.05/2.1.00/19.0379

1. INTRODUCTORY INFORMATION

Based on the general statutory exception (§ 18, par. 5 of the Act) the Contract owner is not assigning this public procurement according to the Act. In this invitation to submit offer (hereinafter as the "Invitation") and its attachments there is used terminology mentioned in the Act and the Contract owner is referring to the Act in mentioned documents and even in partial cases (in those partial cases the statutory provision to which is referred shall be adequately used). This invitation contains even specification of requirements for the demonstration of fulfilment of basic qualification.

Tender documentation for this public procurement is not created separately and it is part of the invitation to submit offers.

By submitting an offer in competitive tendering participant fully and without reservations accepts tender documentation included in this invitation including attachments and possible additional information. It is assumed that the participant will carefully read all instructions, forms, deadlines and specifications included in this invitation before submitting of its order and that participant will follow them. If a participant will not provide all required information and documentation on time or if its offer will not be in compliance with the Invitation in all aspects then such situation can be a reason for offer's elimination and following disqualification of a participant from a competitive tendering. Contract owner cannot take into account any participant's reservations to the Invitation included in its offer; reservation can be a reason for offer's elimination and participant's disqualification from a competitive tendering.

2. CONTRACT OWNER'S IDENTIFICATION

Contract owner's name: Ústav geoniky AV ČR, v. v. i.
Seat: Studentská 1768, 708 00 Ostrava – Poruba, Czech Republic
Contractor's Id./VAT No.: 68145535 / CZ 68145535
Represented by: prof. RNDr. Radim Blaheta, CSc., director
Contractor's URL address: <http://www.ugn.cas.cz>
Address of Contractor's profile: <http://www.ugn.cas.cz/link/vzakazky>
Contractor's legal form: public research institution
(hereinafter as the "**Contract owner**")

In the competitive tendering the Contract owner is represented based on a mandatory contract by the authorized person:

Name: QUANTUM CZ s.r.o.
Statutory person: Ing. Petra Kozubková, executive director
Contact person: Ing. Petra Kozubková
Seat: Kralická 2104/1, 709 00 Ostrava Mariánské Hory, Czech Republic
Id. No / VAT No.: 25869043 / CZ 25869043
Phone: +420 774 552 751
E-mail: petra.kozubkova@quantumcz.com
(hereinafter as the "**Authorized person**")

Authorized person has the right to perform all acts necessary for public procurement's realization, except for those which are assigned to the Contract owner and of which performance cannot be transferred to other person. Especially, Authorized person does not have the right to:

- a) assign public procurement,
- b) disqualify the Contractor from the public procurement,
- c) cancel competitive tendering,
- d) decide about a selection of the most appropriate offer,
- e) decide about a manner how objections should be handled.

If it is not expressly stated otherwise in this documentation, all communication and correspondence with the Contract owner and all acts addressed to the Contract owner shall be delivered to the delivery address which is Authorized person's seat (QUANTUM CZ s.r.o.) (exception is submitting of offers and a place where envelopes will be opened).

3. PUBLIC PROCUREMENT'S SUBJECT OF PERFORMANCE

3.1 Name of the public procurement

Analysis software for the lab RTG CT

3.2 Subject of the public procurement

Public procurement's subject of performance is a delivery of analysis software for the lab RTG CT.

Detailed technical description and specification of required subject of the public procurement is included in the Attachment no. 1 – Technical specification.

3.3 Code of public procurement's main subject according to the CPV classification

48000000-8 Packages of programmes and information systems

3.4 Expected value of the public procurement

Expected value of the public procurement in EUR without VAT: 30 100,00 EUR

3.5 Public procurement's type according to the subject of performance

Public procurement for delivery.

3.6 Public procurement's type according to expected value

Short extent public procurement.

3.7 Variants of offers, option right, assignment of public procurement's part

Variants of offers are not allowed.

Contract owner does not reserve the option right.

Contract owner is not allowing division of the public procurement.

3.8 Assignment period

Contract owner has set assignments periods, i.e. period during which participants are bound by their offers, for 30 calendar days.

Assignment period begins on the moment when the period for submitting of offers expires and expires on the day when announcement about selection of the most appropriate offer is delivered.

3.9 Time of performance of the public procurement

Expected term of contract conclusion: after the end of competitive tendering, expected 11/2015,

Term of realization: no later than 15th December 2015

“Expected term of contract conclusion” mentioned above shall be kept if the competitive tendering will be ended successfully.

“Term of realization” defines term which is accepted by the Contract owner as the last possible term for completion of the work and for documented handover and takeover without defects and unfinished parts.

3.10 Place of performance of the public procurement

Studentská 1768, 708 00 Ostrava – Poruba, Czech Republic, Contract owner's seat.

4. QUALIFICATION OF CONTRACTORS

4.1 Qualified for the performance of this public procurement is a contractor who:

- meets basic qualification requirements (see point 3.1.1. of this Invitation) and
- meets professional qualification requirements (see point 3.1.2. of this Invitation).

4.1.1. **Basic qualification requirements**

Basic qualification requirements are met by a contractor who:

- a) who has not been effectually sentenced for a criminal act committed in favour of an organized criminal group, for a criminal act of participation in an organized criminal group, legalization of profits from a criminal activity, illegal participation, acceptance of a bribe, bribery, indirect bribery, fraud, credit fraud, including cases when it was only preparation, attempt or participation on such criminal act, or if a sentence for such criminal act has already been effaced; **if it is a legal person, then this requirement has to be met by this legal person, but also its statutory authority or each member of its statutory authority and if Contractor's statutory authority or member of its statutory authority is a legal person, then this requirement has to be met by such legal person, but also its statutory authority or each member of its statutory authority;** if the offer or request for participation is submitted by a foreign legal person through its organizational unit, then all requirements mentioned in this letter shall be met even by the head of such organizational unit; Contractor has to meet this basic qualification requirement in relation to the Czech Republic, but even to the country of its seat, place of business or residence,
- b) who has not been effectually sentenced for a criminal act which facts of the case relates to the subject of Contractor's business according to special laws, or if a sentence for such criminal act has already been effaced; **if it is a legal person, then this requirement has to be met by this legal person, but also its statutory authority or each member of its statutory authority and if Contractor's statutory authority or member of its statutory authority is a legal person, then this requirement has to be met by such legal person, but also its statutory authority or each member of its statutory authority;** if the offer or request for participation is submitted by a foreign legal person through its organizational unit, then all requirements mentioned in this letter shall be met even by the head of such organizational unit; Contractor has to meet this basic qualification requirement in relation to the Czech Republic, but even to the country of its seat, place of business or residence,
- c) who has not committed an act which would constitute a facts of the case of the unfair competition through bribery according to special laws within last 3 years,
- d) on whose property there is not or there was not any insolvency proceedings within last 3 years in which there was issued the decision about bankruptcy or an insolvency petition was not denied because the property is not sufficient to cover expenses of an insolvency proceedings or a bankruptcy was not cancelled because the property was completely insufficient or there was a receivership according to special laws,
- e) who is not in liquidation,
- f) who does not have any tax arrears in a tax evidence (not even excise duty) in the Czech Republic, but even in the country of its seat, place of business or residence,
- g) who does not have any debts and penalties in public health insurance system in the Czech Republic, but even in the country of its seat, place of business or residence,
- h) who does not have any debts and penalties in a social security system in the Czech Republic, but even in the country of its seat, place of business or residence,

- i) who is not enlisted in the registry of people who are banned from the performance of public procurements,
- j) who was not effectually fined for allowance of an illegal work according to special laws within last 3 years.

Type of proof:

Contractor shall prove that it meets basic qualification requirements according to the point 3.1.1. by presenting of its affidavit and from its content shall be obvious that a contractor meets basic qualification requirements which are required by the Contract owner. Participant can use **a specimen of the affidavit which is included in the Attachment no. 4 of this Invitation.**

Affidavit shall be signed by a person authorized to act on behalf of a participant or instead. Affidavit shall not be older than 90 days on the day when it is submitted.

4.1.2. Professional qualification requirements

Professional qualification requirements are met by a contractor who submits:

- statement from a commercial register, if it is registered in it, or a statement from other similar evidence, if it is registered in it,
- proof of right to do business in compliance with special laws to the extent corresponding with public procurement's subject, especially proof about relevant trade right or licence.

Type of proof:

Contractor shall prove that it meets basic qualification requirements according to the point 3.1.2. by presenting of bellow mentioned documents:

- statement from a commercial register or statement from other similar evidence, if it is registered in it, which **cannot be older than 90 days on the day when it is submitted**,
- trade licence, statement from a trade register or other document about its right to do business containing licence to the extent corresponding with public procurement's subject.

4.2 Authenticity and age of documents proving fulfilment of qualification

Documents which prove that basic qualification requirements are met and statement from a commercial register cannot be older than 90 days.

These documents can be presented in a simple copy.

4.3 Other information related to qualification

If a contractor is not able to prove that it meets part of qualification required by the Contract owner to the full extent, then it is allowed to prove that it meets missing part of qualification using its subcontractor in compliance with § 51, par. 4 of the Act.

If public procurement's subject should be performed by more contractors together and if they are submitting or planning to submit mutual offer, then they shall proceed in compliance with § 51, par. 4 of the Act.

Foreign contractor shall prove its qualification in compliance with § 51, par. 7 of the Act. If it is not stated differently in special laws, then a foreign contractor shall prove that it meets qualification requirements in compliance with laws valid in the country of its seat, place of business or residence and within the range required by this Act and the Contract owner. If a particular document is not issued according to laws of the country of foreign contractor's seat, place of business or residence, then a foreign contractor shall prove that it meets such part of the qualification by its affidavit.

5. INFORMATION ABOUT THE INVITATION TO SUBMIT OFFERS, ADDITIONAL INFORMATION

5.1 Invitation to submit offers

Invitation to submit offers is created as a base for submitting of contractor's offers within the competition tendering and contains all tender terms for the definition of procurement's subject. Invitation to submit offers means a set of documents, information, requirements and Contract owner's technical conditions which define the subject of public procurement in details necessary for offer's preparation.

Invitation to submit offers including all attachments is published on Contract owner's profile - <http://www.ugn.cas.cz/link/vzakazky> during whole period for order's submitting or it can be provided to participants in electronic way (contact: petra.kozubkova@quantumcz.com).

Contract owner does not require compensation for expenses connected with provision of the invitation to submit offers including attachments.

5.2 Additional information for tender terms

Contractor is allowed to request additional written information related to tender terms from the Contract owner.

Written request shall be delivered to the seat of Authorized person (QUANTUM CZ s.r.o.) no later than 5 working days before the period for submission of offers expires.

Based on a request for additional information related to tender terms the Authorized person shall send additional information related to tender terms or related documents to contractors within 3 working days since contractor's request was delivered. Authorized person shall send those additional information including exact wording of a request to all contractors who asked for a provision of the Invitation or to whom the Invitation was provided.

Contract owner shall always publish additional information including exact wording of a request by the same way as the invitation to submit offers.

Contractor can provide additional information related to tender terms to contractors even without prior request.

6. DEADLINE AND PLACE FOR SUBMISSION OF OFFERS, OPENING OF ENVELOPES

6.1 Manner and place for submission of offers

Offer can be submitted within the period for submission of offers:

- using recorded delivery letter addressed to Contract owner's seat - Studentská 1768, 708 00 Ostrava – Poruba, Czech Republic, or
- in person to the same address after prior phone agreement (Ms. Glocová, phone: +420 596 979 256) and from 8 A.M. to 2:30 P.M. during working days.

Offer which will be delivered after the period for submission of offers shall not be opened by the commission. Contract owner shall notify a participant that its offer was submitted after expiration of the period for submission of offers. Contract owner and Authorized person are not responsible for delayed delivery of offers caused by the provider of post services or courier service.

6.2 Period for submission of offers

Offers shall be delivered till: **30. 11. 2015 before 10:00 o'clock**

6.3 Other terms related to the submission of offers

Offer shall be submitted in a properly enclosed envelope marked by public procurement's name and with notice "OFFER, KEEP CLOSED". On such envelope there should be mentioned participant's

identification (including e-mail or phone contact). Participants can use a specimen of envelope's title page (Attachment no. 5 of this Invitation).

6.4 Opening of envelopes

Opening of envelopes with offers shall take place on **30. 11. 2015 from 10:00 o'clock** in Contract owner's seat, i.e. Studentská 1768, 708 00 Ostrava – Poruba, Czech Republic, in room no. 513.

For each participant who submitted offer within the period for submission of offers there can be one person present during opening of envelopes. Such person can be participant's statutory authority if it is a legal person or natural person or other person authorized by particular participant in a written form.

Offer can be submitted by more contractors in compliance with requirements stated in § 51 of the Act. Contractor who has submitted offer in the competitive tendering cannot be subcontractor who is being used by other contractor to prove its qualification in the same competitive tendering at the same time.

According to § 69, par. 3 of the Act if a contractor submits more offers individually or together with other contractors or if it is a subcontractors who is being used by other contractor to prove its qualification in the same competitive tendering, then the Contract owner shall remove all offers submitted by such contractor. Contractors whose offer was removed shall be disqualified from a competitive tendering by the Contract owner without undue delay. Such disqualification including the reason for it shall be delivered to participant without undue delay.

7. REQUIREMENTS FOR FORM AND CONTENT OF OFFERS AND MANNER OF OFFER'S SUBMISSION

7.1 Requirements for form of offers

Participant shall submit its offer within the period for submission of offers. **Offer including attachments shall be created in Czech or English language** and in written form and **two counterparts (1x original and 1x copy)** and at the same time **1 counterpart in electronic form** (e.g. scanned offer)(only .pdf, .xls and .doc files are allowed; files shall be stored on CD or DVD).

Both written counterparts + electronic shall be inserted into one envelope. Offer's original is a subject of evaluation. If there is a discrepancy between written and electronic form of offer, then the written form shall prevail.

Individual pages of an offers shall not contain rewriting, deletions or other modifications. Offer shall be submitted in enclosed and undamaged envelope.

7.2 Offer's content

Offer shall contain bellow mentioned documents and at the same time the Contract owner recommends so participants create their offers with following structure:

1. Filled **Cover list of an offer** (for requirements see the Attachment no. 2 of this Invitation),
2. Suggestion of a **Contract on delivery of a programme system** signed by Contractor's authorized person (for specimen see the Attachment no. 3 of this Invitation) with those attachments:
 - **Technical specification** – it is the Attachment no. 1 of this Invitation, this document shall be attachment no. 1 of a contract where on document's end participant shall provide detailed description of its offered subject of performance from which it shall be obvious that offered subject of performance meets requirements set by the Contract owner; participant shall especially and exactly describe offered subject of performance with trade names etc.
 - **Structure of subcontractors**, if a participant will not provide structure of its subcontractors then it is considered to be the fulfilment without subcontractors. This

document shall be attachment no. 2 of a contract and it shall include subcontractor's identification, description of procurement's part which will be performed by such subcontractor, financial amount in EUR without VAT, share in %.

3. Documents to prove the fact that participant meets qualification requirements:
 - **affidavit about the fulfilment of basic qualification requirements** (for specimen see the Attachment no. 4 of this Invitation);
 - **statement from a commercial register, if it is registered in it, or from a similar evidence, if it is registered in it,**
 - **proof of right to do business in compliance with special laws to the extent corresponding with public procurement's subject, especially proof about relevant trade right or licence.**
4. Other alternative documents related to public procurement's subject of performance,
5. **Offer's electronic form** – CD or DVD shall be inserted to an envelope which shall be attached to the last page of offer.

7.3 Manner of offer's submission

Contract owner recommends so participants:

- secure their offers against manipulation,
- all pages of an offer shall be linked together tightly, tied or sew so they will be sufficiently secured against their removal from offer,
- all pages of an offer shall be numbered in ascending order.

In case when some parts of an offer (incl. contract) will be signed by a person authorized to represent participant, then such participant shall provide its power of attorney or other valid authorizing document.

8. PRICING REQUIREMENTS

Contractor shall prepare the offered price for public procurement's subject of performance in compliance with the Invitation to submit offers and business terms and it shall be prepared in a final amount **in Euros (EUR) without VAT**. Offered price shall be prepared as a price valid for the whole period of realization of public procurement's subject up to the documented handover and takeover of the delivery without defects and uncompleted parts, unless it is stated differently. Offered price is final and maximal allowed.

Offered price shall include even all expenses necessary for proper, complete and first-rate performance of public procurement's subject. Offered price shall be included in the Cover list (Attachment no. 2) and in a contract (Attachment no. 3).

Participant shall state the offered price in EUR without VAT.

9. PAYMENT TERMS AND OBJECTIVE TERMS WHEN THE OFFERED PRICE CAN BE EXCEEDED

Offered price can be modified only in compliance with the Act or by contract's written amendment:

- if there is a change of tax regulation which can affect the Offered price during delivery's realization and in such case the Offered price shall be modified in compliance with the VAT on the moment when the event is chargeable,
- in the case when there are objective, right and unpredictable works above the scope of agreed works (additional deliveries and services, modification of the technical solution or material change) which shall be requested by the Contract owner in a written form and such issues are necessary for the performance of the public procurement, then the Contract owner shall proceed in compliance with the Act No. 137/2006 Coll., about public procurements, or if there are small works.

Payment terms are mentioned in the business terms. If an invitation for a submission of offers is not expressly allowing participant to submit an offer including better payment terms, then such participant shall keep defined payment terms.

10. BUSINESS TERMS

Contract owner is presenting business terms as a part of the Invitation – **binding** specimen of the Contract on delivery of a programme system (in this document also as the “Contract”) (Attachment no. 3 of this Invitation).

Contractor’s modification of a text of the Contract including attachments mentioned bellow shall be part of Contractor’s offer together with fulfilment of those requirements:

- Contractor’s contract suggestion shall accept Invitation’s terms for submission of offer incl. business terms which mean subject, technical, legal and contract terms and in any part they shall not contain provisions which can be in conflict with the Invitation to submit offers and business terms and which can disadvantage the Contract owner,
- Contract’s suggestion shall be dated, stamped (if such participant is using stamp) and signed by the authorized person to act on behalf or to represent the participant (in such case it is necessary to enclose the power of attorney),
- In the case when an offer is submitted by more persons such offer shall be signed by all persons who are submitting this offer.

Offer which will contain unsigned contract’s offer or if it will be in conflict with the Invitation to submit offers and business terms then it will be removed from further assessment and such participant shall be disqualified from a competitive tendering because it did not fulfilled tender requirements. After the offer has been submitted changes in contract’s offer in comparison to competitive and tender terms are unacceptable.

If there are any doubts related to the business terms then Contractors are allowed to proceed in compliance with § 49 of the Act.

11. OFFER’S ASSESSMENT

Offers shall be assessed based on the principle of the “**lowest offered price**”. Offers will be opened and assessed by a commission which owns necessary technical and administrative capacity. After the assessment of offers this commission shall select the most appropriate offer.

12. DECISION ANNOUNCEMENT

Contract owner has the right to publish “**Announcement about the selection of the most appropriate offer** and **Announcement about participant’s disqualification**” within 5 working days since Contract owner’s decision on its profile. In such case this announcement will be considered to be delivered on the moment when it is published on Contract owner’s profile.

13. OTHER CONTRACT OWNER’S TERMS FOR THE PERFORMANCE OF THIS PUBLIC PROCUREMENT

Participant has a sole responsibility that it will study the Invitation to submit offers. Participant shall provide all documents required by Invitation’s provisions. All documents shall be in compliance with terms and provisions included in the Invitation to submit offers.

Offers which will not meet requirements of the Invitation to submit offers shall be removed.

Contract owner shall not compensate participant’s expenses related to its participation in the competitive tendering.

Contract owner has the right to withdraw from a concluded contract in the case when a contractor has mentioned information or documents which are not true and (at the same time) they have had or should have had impact on public procurement's result.

Contract owner has the right to modify the Invitation to submit offers and to cancel this competitive tendering without reason and at any time before the contract is concluded.

Inspection of the place of performance is irrelevant and the Contract owner shall not organize it.

Duty to keep documents and to allow the inspection – contract with selected contractor, shall bind contractor so it will allow all subjects authorized to perform project's inspection from which funds the delivery is paid, to perform the inspection of documents related to procurement's performance within the period stated by the laws of the Czech Republic (Act No. 563/1991 Coll., about accounting, and the Act No. 235/2004 Coll., about VAT).

14. ATTACHMENTS

Attachment no. 1	Technical specification
Attachment no. 2	Cover page
Attachment no. 3	Contract's binding specimen
Attachment no. 4	Affidavit – basic qualification requirements
Attachment no. 5	Title page for participant' envelope

In Ostrava on 18. 11. 2015

Ing. Petra Kozubková
QUANTUM CZ s.r.o.
Company appointed to perform tender activities
(document signed electronically)