

Clarification of Invitation To Tender

Identification of the contracting entity

Name of the contracting entity:	Charles University, Rectorate
Contracting unit:	Central Library
Registered Office:	Ovocný trh 560/5, 116 36 Praha 1
Registration No.:	00216208

Identification of the public contract

Public contract title:	CU Rectorate Central Library – Programming Services for Digital Repository of CU
Mode and type of public contract:	Small-scale public contract for services
Type of procurement procedure:	Open invitation to tender
Address of the public tender:	https://zakazky.cuni.cz/vz00005169

Dear Suppliers,

during the process of administration of the public procurement „CU Rectorate Central Library – Programming Services for Digital Repository of CU“, we have received a request for clarification of the Invitation To Tender documentation from one of the tenderers. **We provide the clarification below and announce that we hereby extend the deadline for submission of tenders by 10 days to 24 January 2022 by 10:00 CET.**

Contracting Entity's clarification of the Invitation To Tender (ITT):

1. The first query concerned paragraph 4.2. (Commercial terms) of Annex 4. - Obligatory commercial terms and payment conditions.

Original clause:

4.2. The binding text of the Contract must be prepared in the Czech language and possibly also in the English language. The Client accepts a bilingual Contract.

The contracting authority clarifies this paragraph as follows:

This clause is intended to mean that the contracting authority accepts a Czech or English version of the contract, or a bilingual version of the contract if the tenderer submits it in its tender. That is to say, it is possible to submit a tender which includes a contract proposal in English only.

2. The second query concerned paragraphs 5.2. and 5.3. (Penalties) of Annex 4. - Obligatory commercial terms and payment conditions.

Original clauses:

- 5.2. If the Supplier fails to meet the deadlines for individual phases under the “project/service work plan”, the Supplier will pay the Client a contractual penalty of no

less than 0.05% of the agreed total price stated in the Contract for every day of such failure to meet each individual deadline as stated in the “project/service work plan”; the maximum amount of the contractual penalty is limited to the amount of funds allocated to this Contract.

- 5.3. If the Supplier fails to resolve all identified issues in the deliverable of the service within 30 calendar days of the date when the Supplier was notified of the issue by the Client, the Supplier will pay the Client a contractual penalty of no less than 0.05% of the agreed total price stated in the Contract for every day of such failure to resolve every issue of which the Supplier was notified by the Client; the maximum amount of the contractual penalty is limited to the amount of funds allocated to this Contract.

The contracting authority clarifies these paragraphs as follows:

It is correct that in the cases mentioned, the penalties are indeed 0.05% per each day of the price agreed in the contract - according to the supplier's tender bid. In case of the maximum possible tender price of EUR 14 000, the daily penalty for breach of the contract would be EUR 7 until the breach is solved - limited to the total amount of funds allocated to the contract.