

Vysvětlení zadávací dokumentace č. 1 dle § 98 zák. č. 134/2016 Sb., o zadávání veřejných zakázek, ve znění pozdějších předpisů (dále jen „ZZVZ“) a změna zadávací dokumentace dle § 99 ZZVZ

Explanation of the tender documentation No. 1 pursuant to Section 98 of Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as "ZZVZ") and amendment of the tender documentation pursuant to Section 99 of ZZVZ

Název veřejné zakázky (Name of public contract): **UK 1.LF – Spektrální preklinické CT**
DBID: 9638

Zadavateli byla dne 4. 6. 2025 doručena písemná žádost dodavatele vztahující se k zadávacím podmínkám výše uvedené veřejné zakázky. Na základě těchto žádostí poskytuje zadavatel dodavatelům následující vysvětlení zadávací dokumentace veřejné zakázky:

On 4 June 2025, the contracting authority received a written request from the supplier relating to the terms of reference of the above-mentioned public contract. On the basis of these requests, the contracting authority provides the following clarifications to the tender documentation to the suppliers:

Dotaz dodavatele:

Supplier's inquiry:

We are preparing a response to your tender 1.LF UK VZ

There are a number of changes as provided below, that we require in the contract before we can respond

Purchase Document

Section II

Purchase price

Clause 10.

The Buyer will not provide the Seller with a deposit. The purchase price shall be paid in EUR. The date of payment of the purchase price is deemed the date on which the amount is debited from the Buyer's account to the Seller's account as specified in the header hereof.

Our payment terms in our quote do not mention a deposit, but we do require 50% on confirmation of order (PO) with the remainder on delivery and commissioning.

Our suggestion is to change this clause as follows

The Buyer will ~~not provide the Seller with a deposit~~ pay 50% on the Effective date of the Agreement and 50% on signing of the Acceptance Report by both Parties . The purchase price shall be paid in EUR. The date of payment of the purchase price is deemed the date on which the amount is debited from the Buyer's account to the Seller's account as specified in the header hereof.

Section V.

Liability for Defects in Goods

Clause 12.

The Seller undertakes to provide the Buyer with **spare parts** for the Subject of Performance for at least **8 years** from the last day of the warranty period, at a price according to its current price list. The Seller further undertakes that the price of the

spare parts will not exceed the current market price.

The way we interpret this is that we are expected to provide spares at today's market prices for a period of nine years, including one year standard warranty. We consider this to be unreasonable as inevitably there will be obsolescence of some parts, and they will be replaced with new and potentially more costly parts and parts do not stay the same price for 9 years.

Our suggestion is to change this clause as follows

The Seller undertakes to provide the Buyer with spare parts for the Subject of Performance for at least 8 years from the last day of the warranty period, at a price according to its current price list. The Seller further undertakes that the price of the spare parts will not exceed the ~~current~~ market price at the time that they are required.

Section VI.

Contractual Penalties and Default Interest

We cannot agree to this clause as set out unless you change clause in Section III. Period of performance as the delays in getting to this point have affected our supply lines and we need to build in a buffer in case of further delays.

Our suggestion is to change III Period of Performance as follows

The Seller undertakes not later than **4–5 months from the effective date of this Agreement,**

Odpověď zadavatele:

K čl. II. odst. 10 předlohy kupní smlouvy:

On Article II. 10 of the draft purchase agreement:

Možnost úhrady 50 % ceny již v den účinnosti smlouvy bylo zamítnuto ekonomickým oddělením zadavatele. V této části proto předloha smlouvy zůstává nezměněna.

Zadavatel je veřejná vysoká škola a pro plnění předmětu veřejné zakázky má zajištěno finanční krytí z dotačních prostředků z EU, konkrétně z projektu OP JAK.

The option to pay 50% of the price already on the effective date of the contract was rejected by the economic department of the contracting authority. The draft contract therefore remains unchanged in this respect.

The contracting authority is a public university and for the performance of the subject of the public contract it has secured financial coverage from EU subsidies, specifically from the OP JAK project.

K čl. V. odst. 12. předlohy kupní smlouvy:

On Article V. 12 of the draft purchase agreement:

Zadavatel upravuje čl. VI. odst. 12 předlohy smlouvy takto:

The contracting authority modifies Article VI.12 of the draft contract as follows:

Prodávající se zavazuje poskytnout kupujícímu náhradní díly k předmětu plnění po dobu nejméně 8 let od posledního dne záruční doby, a to za cenu dle svého ceníku platného v době dodání náhradních dílů. Proávající se dále zavazuje, že cena náhradních dílů nepřesáhne obvyklou tržní cenu v době dodání náhradních dílů.

The Seller undertakes to provide the Buyer with spare parts for the Subject of Performance for a period of at least 8 years from the last day of the warranty period at the price according to its price list valid at the time of delivery of the spare parts. The Seller further undertakes that the price of the spare parts shall not exceed the normal market price at the time of delivery of the spare parts.

K čl. III. předlohy kupní smlouvy:

On Article III. of the draft purchase agreement:

Zadavatel upravuje znění čl. III. předlohy kupní smlouvy (viz příloha tohoto vysvětlení zadávací dokumentace) a prodlužuje lhůtu pro dodání a instalaci uvedenou v čl. III. předlohy kupní smlouvy a zadávací dokumentaci (čl. 6) na **5 měsíců**.

The contracting authority modifies the wording of Article III of the draft purchase contract (see annex to this clarification of the tender documentation) and extends the delivery and installation period specified in Article III of the draft purchase contract and the tender documentation (Article 6) to 5 months.

Prodloužení lhůty pro podání nabídek:

Extension of the deadline for submission of tenders:

Vzhledem ke změně zadávacích podmínek přistoupí zadavatel k prodloužení lhůty pro podání nabídek o celou její původní délku dle § 99 odst. 2 ZZVZ.

Nová lhůta pro podání nabídek bude uvedena ve Věstníku veřejných zakázek, v Úředním věstníku EU a následně na profilu zadavatele E-ZAK.

Due to the change in the procurement conditions, the contracting authority will extend the deadline for submission of tenders by its entire original length pursuant to Section 99(2) of the ZZVZ.

The new deadline for submission of tenders will be published in the Public Procurement Bulletin, in the Official Journal of the EU and subsequently on the contracting authority's E-ZAK profile.

Příloha:

Annex:

Předloha kupní smlouvy – úprava 5. 6. 2025

Draft Purchase Agreement - modification 5. 6. 2025

Iveta Stachová
vedoucí oddělení veřejných zakázek 1.LF UK