Explosia a.s., Semtín 107, 530 02 Pardubice

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Department of Investments, announces

**TENDER PROCEDURE**

**for the Contractor for the investment project**

**“Vacuumable malaxers” – delivery and installation**

under the following conditions

### IDENTIFICATION DATA AND BASIC CONDITIONS

1. **Contracting Entity**:

Explosia a.s.,

Semtín 107, 530 02 Pardubice

Responsible department: Investment Department

e-mail: [tenders@explosia](mailto:tenders@explosia).cz

1. **Deadline, Place and Method of Delivery of Bids**

The sole and mandatory method of delivery of the entire bid is by e-mail to the following address

[tenders@explosia](mailto:tenders@explosia).cz by **28 March 2025**

the following tender procedure number must be clearly indicated in the subject line of the e-mail message:

**VŘ/VMX/M/25**

(this is the key “filtering” detail for delivery)

1. **Evaluation of bids**:
2. The evaluation of bids is entirely within the competence of the Contracting Entity.
3. If the tenderer does not receive notification within 14 days of the deadline for submission of the bid that it has been successful in the tender, the bid has not been evaluated as the most advantageous for the Contracting Entity (winning bid).
4. The tenderers whose bids are accepted by the Contracting Entity will be notified of the outcome of the tender **by sending an e-mail to the tenderer’s bid submission address.**
5. **Composition and particulars of the bid**:
6. The bid is required to be submitted in the following structure
7. these TP terms and conditions signed, indicating whether the tenderer agrees with / without reservations
8. maximum time required for the delivery of the work from the signing of the relevant contract (usually PC) according to the prepared schedule
9. the price section broken down according to Article III
10. the bid must be valid at least 2 months.
11. The bid and the acceptance of the conditions of the tender procedure must be signed by the tenderer’s governing body (or by a natural person - entrepreneur, if the tenderer is such a person) in the form of scanned documents with the signature of this person.
12. The following bids, among others, will not be included in the tender:
13. bids that do not meet the conditions of the tender procedure;
14. bids of tenderers who are in liquidation;
15. bids with overwritten, crossed-out or contradictory data in different parts of the bid.
16. **Criteria for evaluating bids**:
17. the total final price of the work offered, broken down in accordance with Article III
18. the time limit for the entire delivery – according to the submitted schedule, payment terms (time schedule and method of payments, invoice due date, etc.)
19. the length of the warranty period
20. any available information about the tenderer, e.g.:

* knowledge of the specific environment of the Contracting Entity
* previous experience with works already carried out for the Contracting Entity or other investors

1. **Miscellaneous**:
2. Prior to sending the bid, the tenderer is obliged to familiarize itself with the document OS E 52/5 “Vstup osob a vjezd vozidel do Explosie a.s.” specifically with its Annex No. 1 – “Základní bezpečnostní pokyny pro vstup do Explosia a.s.”, which can be found on the Contracting authority’s website (link: <https://explosia.cz/vyberova-rizeni/>). By submitting a bid in the tender procedure , the tenderer acknowledges that it is familiar with this document and will act in accordance with it.
3. The tenderer has no right to conclude a contract with the Contracting Entity during the entire tender procedure, even if its bid is successful. The Contracting Entity is entitled to terminate negotiations with the tenderer at any time without giving any reason. Any rights of the tenderer vis-a-vis the Contracting Entity arise only upon conclusion of the relevant contract.
4. During the tender procedure, the Contracting Entity is entitled to amend, modify or cancel the entire tender procedure at any time without giving any reason.
5. During the tender procedure, the Contracting Entity is entitled to exclude any tenderer at any time or to add tenderers to the tender procedure.
6. The Contracting Entity is entitled to carry out the tender procedure in several rounds.
7. Tenderers will not be reimbursed for any costs associated with the preparation of their bid or their participation in the tender procedure.
8. The tenderer whose bid was successful is obliged to accept in the contract, if the Contracting Entity has expressed its intention to conclude it with the tenderer, all the terms and conditions resulting from the conditions of the tender procedure, as determined by the Contracting Entity, as well as from the tenderer’s bid.
9. The tenderer is bound by all bids submitted by the tenderer in the individual rounds until the tenderer is notified by the Contracting Entity that its bid was not successful tender or until the relevant contract is concluded with the tenderer. During this period, all bids of the tenderer are irrevocable. The Contracting Entity is entitled to select any of the bids submitted by the tenderer in the individual rounds and the tenderer is obliged to conclude the relevant contract with the Contracting Entity in accordance with the selected bid.
10. The tenderer is required to get itself acquainted about the nature of the delivery and the specific conditions of the Contracting Entity’s premises before submitting its bid. This also applies to any internal regulations of the Contracting Entity. Lack of information does not entitle the tenderer to request an additional modification of the bid in terms of its content or price.
11. The tender procedure is not a procurement procedure pursuant to Act No. 134/2016 Sb., on public procurement, nor is it a public competition for the most suitable bid.

### SPECIFICATIONS OF THE REQUESTED WORK

Purchase means the delivery of two Vacuumable malaxers in accordance with:

Survey of the area of interest to identify the existing condition of the delivery-related assets and the construction site conditions (contact details of the responsible persons will be sent on the basis of the signed NDA).

Technical Specification in Annex No. 1

Draft Purchase Contract in Annex No. 2

NDA in Annex No. 3

* + - * 1. Purchase then means primarily:

Delivery and installation of the purchase within the entire scope of the Seller’s bid

Submission of the accompanying documentation (a set of documents containing the manufacturer’s instructions for assembly, handling, repairs, maintenance, initial and subsequent periodic inspections and revisions ...)and the EC Declaration of Conformity (for construction products, the Declaration of Performance according to CPR). All in the Czech language in 3 printed counterparts.

The supplier, or any subcontractor, of the electrical part of the Work, shall design or implement in accordance with Decree No. 123/2022 Sb., (Decree of the Czech Mining Authority on occupational safety and health protection and safety of operation of dedicated electrical equipment during mining activities, activities employing mining methods and handling of explosives.)

The supplier (subcontractor) of the electrical part shall provide the Authorization for assembly, repairs, revisions and tests of dedicated electrical equipment, and a valid Certificate of Professional Competence of the chief electrician and revision technician issued by the District Mining Authority. The designer shall provide the Authorization to design installations of dedicated electrical equipment and a valid Certificate of Professional Competence of a designer of installations of electrical equipment issued by the District Mining Authority, according to Decree of the Czech Mining Authority No. 298/2005 Sb., o the requirements for professional qualification and competence in mining activities or activities employing mining methods.

* + - * 1. All material supplied shall be new.
        2. The tenderer shall draw up the subject of the performance in its own name and on its own responsibility. The quality must comply with the terms of the applicable legislation at the time of completion and delivery of the contract.

### BID PRICE

1. The price within the scope of the subject of performance under Article II of this Tender Procedure is set by agreement of the Parties and equals:
2. Delivery CZK ………..
3. Assembly

CZK ………

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Total contractual price (excluding VAT) CZK ………

(in words: ……… Czech crowns) excluding VAT.

1. Statutory value added tax within the meaning of Act No. 235/2004 Sb., on VAT, shall be added to the price.

For other details, see the Draft Purchase Contract.

For the Contracting Entity: ……………

For the tenderer:

A/ without comments

B/ with comments (please specify) ........................................

authorised representative of the tenderer

# Annex No. 1 – Technical Specification

**Annex No. 2 – Draft Purchase Contract**

**Annex No. 3 – NDA**