



**REQUEST TO PROVIDE AN EXPLANATION OR
ADDITIONAL INFORMATION/ DOCUMENTS
NO. 2**

Organisation	The Extreme Light Infrastructure ERIC Registered office: Za Radnicí 835, 252 41 Dolní Břežany, Czech Republic, Identification No.: 109 74 938
Procurement title:	ESG strategy implementation services in ELI ERIC_TP25_041

We received additional questions to the above-mentioned tender procedure and here are answers

Question 1

Amendments to Annex 1 Contract for services, Articles VIII. Protection of Confidential Information, IX. Sanctions, XI. Other Arrangements.

Úpravy v příloze č. 1 Contract for services, v člancích Čl. VIII. Protection of Confidential information, Čl. IX. Sanctions, Čl. XI. Other arrangements.

Answer 1

The Contracting Authority accepts the amendment proposed by the Contractor in Article VIII, adding a new paragraph 6, which reads as follows:

"This provision does not affect any use, disclosure, or other handling of Confidential information to the extent necessary for the purpose of the Contractor's internal control procedures, risk management, compliance obligations, or the protection or enforcement of the Contractor's rights and legitimate interests. The Contractor's information obligation regarding the disclosure of Confidential information imposed by a decision of a public authority shall apply only within the scope of such decision, i.e. only insofar as such decision permits order, or requirement does not prohibit or otherwise restrict such notification."

and

at the same time, an amendment to Article IX, where two sentences are added to the beginning of paragraph 2, reading as follows:

"The contractual penalties are cumulative and are to be paid in full up to the agreed limit. The maximum limit on all contractual penalties is 50% of the net remuneration indicated in Article IV

hereof."

Zadavatel akceptuje změnu navrženou dodavatelem v čl. VIII., kde přidává nový odst. 6. ve znění:

„This provision does not affect any use, disclosure, or other handling of Confidential information to the extent necessary for the purpose of Contractor’s internal control procedures, risk management, compliance obligations, or the protection or enforcement of the Contractor’s rights and legitimate interests. The Contractor’s information obligation regarding the disclosure of Confidential information imposed by a decision of a public authority shall apply only within the scope of such decision, i.e. only insofar as such decision permits order, or requirement does not prohibit or otherwise restrict such notification.“

a

zároveň změnu v čl. IX., kde na začátek odst. 2. přidává 2 věty v následujícím znění:

„The contractual penalties are cumulative and are to be paid in full up to the agreed limit. Maximum limit on all contractual penalties is 50% of the net remuneration indicated in Article IV. hereof.“

Question 2

Amendments in Appendix No. 1 Contract for services, in Article XI. Other arrangements.

Úpravy v příloze č. 1 Contract for services, v článku Čl. XI. Other arrangements.

Answer 2

The contracting authority does not accept the change proposed by the supplier and leaves Article XI in its original wording.

Zadavatel změnu navrženou dodavatelem neakceptuje a čl. XI. ponechává v původním znění.

Question 3

Annex 3: Affidavit regarding international sanctions refers to a law that is no longer valid, which was replaced by another law with effect from January 1, 2024 (1/2023 Coll. instead of the referenced Act No. 69/2006 Coll.). Similarly, Article 6.3. Request for Quotation refers to the repealed law.

Dokument Annex 3: Affidavit regarding international sanction odkazuje na již neaktuální zrušený zákon, který byl s účinností od 1.1.2024 nahrazen zákonem jiným (1/2023 Sb. namísto odkazovaného zákona č. 69/2006 Sb.), analogicky je na již zrušený zákon odkazováno v čl. 6.3. Request for Quotation.

Answer 3

This statement is not true, as both laws are valid and effective. The relationship between Act No. 1/2023 Coll. and Act No. 69/2006 Coll. is complementary and synergistic. Both form the basic legislative framework for the application of sanctions in the Czech Republic.

Uvedené tvrzení se nezakládá na pravdě, neboť oba uvedené zákony jsou platné a účinné. Vztah mezi zákonem č. 1/2023 Sb. a zákonem č. 69/2006 Sb. je doplňkový a synergický. Oba tvoří základní legislativní rámec pro uplatňování sankcí v České republice.

Question 4

Extreme Light Infrastructure ERIC Procurement Rules, referred to in Request for Quotation: Chapter 6, p. 19 – establishes the right to conduct audits. Would it be possible to delete this point or amend it to state that "on-site audits are not permitted in view of the confidentiality obligation that governs the activities of a number of experts working for the supplier"?

Extreme Light Infrastructure ERIC Procurement Rules, na něž je odkazováno v Request for Quotation: Chapter 6, str. 19 – zakotvuje právo provádět audity. Bylo by možné tento bod ideálně vypustit případně upravit bod, že se „nepřipouští on-site audity s ohledem na povinnost mlčenlivosti, jež ovládá činnost řady odborníků působících u dodavatele?“.

Answer 4

The non-application of any rule contained in the ELI ERIC Procurement Rules for a specific tender procedure is beyond the competence of individual ELI ERIC workplaces and would have to be approved by its highest body – the General Assembly. This would make it impossible to conclude the contract within the required deadline.

The contracting authority does not accept this change proposed by the supplier and leaves the Request for Quotation in its original form.

Nepoužití jakéhokoliv pravidla obsaženého v ELI ERIC Procurement Rules pro určité výběrové řízení je mimo kompetence jednotlivých pracovišť ELI ERIC a muselo by být odsouhlaseno jeho nejvyšším orgánem – Valnou hromadou. To by znemožnilo uzavření smlouvy v potřebném termínu.

Zadavatel tuto změnu navrženou dodavatelem neakceptuje a Request for Quotation ponechává v původním znění.

Due to the nature of information, the contracting authority decided to not extend the deadline for submitting bid.

Thank you,



.....
David Pokorný