



TENDER DOCUMENTATION
for an over-the-counter public supply contract awarded in open procedure in
accordance with provisions of Section 56 of Act No. 134/2016 Coll., on
Public Procurement, In its effective form, as amended

“PřF/CRH - Micro-scale thermophoresis device”

This public contract is related to the implementation of the project “Plants as a tool for sustainable global development”, CZ.02.1.01/0.0/0.0/16_019/0000827, Within the Operational Program Research, Development and Education.

Identification data of the contracting entity:

Palacký University in Olomouc

Seat: Křížkovského 511/8, 771 47 Olomouc, Czech Republic

Ident. no. 61989592

Rector: prof. Mgr. Jaroslav Miller, M.A., Ph.D.

Contracting authority legal form: public university

Contact person for public contract matters: Mgr. Petra Jungová, LL.M.

Tel.: +420 585 631 117, Fax: 585 631 012, e-mail: petra.jungova@upol.cz

Hereinafter referred to as the "Contracting authority"

Type of order: open procedure

Contracting authority profile: <https://zakazky.upol.cz>

Reference to the contracting entity's public contract
<https://zakazky.upol.cz/vz00003185>

This tender documentation (hereinafter referred to as the "Documentation") is prepared in accordance with the provisions of Section 28 (1), para. b) of Act No. 134/2016 Coll., On Public Procurement, as amended (hereinafter referred to as the "Act") and is a set of terms of reference in the details necessary for the processing of the tender, except for the forms pursuant to Section 212 of the Act. The rights, obligations or conditions of the Contracting authority and suppliers, respectively of the tenderers (hereinafter referred to as the "The economic operator" or "The economic operators" for the purposes of this Documentation) in



a procurement procedure not specifically mentioned in this Documentation, are governed in particular by this Act and its implementing regulations.

1. Classification of the subject of the public contract

Classification of the subject of the public contract for supplies

<u>Name</u>	<u>Code CPV</u>
Laboratory, optical and precision equipments (excl. glasses)	38000000-5
Spectrometers	38433000-9

2. Definitions of the subject of the public contract

2.1. Subject of a public contract

Subject of a public contract concerns the delivery of 1 piece of a complete and new device for measuring the binding interactions of biomolecules using a micro-scale thermophoresis (MST). The device is designed to analyze interactions of biomolecules (especially proteins/enzymes) in solutions with predominantly low molecular weight ligands and hormones, eventually for protein-protein interactions. Subject of a public contract next to the delivery is also the installation, the operator training by a qualified worker and also the provision of guaranty service. For detailed technical specifications see below, please refer to Section 2.2 of this Documentation.

All necessary equipment must be included in the delivery to allow full installation of the complete equipment required without additional intervention and costs by the Contracting authority to achieve all the parameters required by the Contracting authority in this Documentation.

The device shall comply with all the requirements resulting from the technical and safety standards valid in the Czech Republic for this type of devices. Part of the delivery is also the delivery of the complete documentation for the equipment and the declaration of conformity.

The economic operator is obliged to respect the technical parameters set in this Documentation for the public contract. If it fails to do so, it will be excluded from the award procedure of the public contract pursuant to Section 48 (2) a) of the Act. The economic operator is obliged to prove the guaranteed technical parameters for the fulfilment of the contracting authority's requirements specified in this Documentation (i.e. the economic operator shall present a detailed technical specification of the proposed device and the precise (specific) designation of the offered goods).



If this Documentation, including any of its attachments, contains requirements or references to business names, names or names and surnames, specific labels of products and services that apply to a particular business or organization as distinctive, patents for inventions, utility models, industrial designs, Marks or designations of origin, the contracting authority may also use other equivalent solutions.

2.2. Technical specifications of the subject of the public contract

The set must contain the following components and must meet the following minimum requirements of the Contracting authority:

- a complete device solution for the measurement of binding interactions of biomolecules using a micro-scale thermophoresis (MST), allowing for determination of binding parameters such as binding constant (K_D), stoichiometry of the reaction and thermodynamic parameters ΔH and ΔS .
- maximum sample volume of 180 microliters to determine one binding constant
- sample measurement in solution without the necessity for dialysis and immobilization of either biomolecule or ligand
- measurement of interactions in the presence of 10% dimethylsulfoxide (DMSO)
- measurement of interactions in cell lysate
- a control unit with licensed software (without time limit) that is necessary to control the instrument and to evaluate and process the data obtained.

2.3. Guarantee and service

The economic operator shall guaranty the quality of fulfilment which shall not be shorter than 24 months, and the economic operator shall also guarantee the promptness of the service intervention in course of the guaranty period (within 5 working days at the latest after the report of a defect, by a visit of a service technician).

In course of the guaranty period, the individual defects shall be removed within 15 calendar days at the latest after the start of their removal, unless the persons authorised in technical matters of the contracting parties agree otherwise in a written form.

2.4. Conditions concerning the user support

The offer price shall include a basic operator training for the delivered device which is a condition for the due handover and reception of the device within the following scope:

- The basic training of the contracting authority's system engineer covering basic operations and routine service actions specified in the points below lasting for 16 hours for at least 3 persons of the Contracting authority. The training shall be led by qualified service technician or application specialist:
 - turn on / off the device incl. supplied accessories
 - routine checking of plant operating parameters



- basic measurement methodology
- operational maintenance of equipment, user service

All the trainings shall take place at the place of the device installation, unless agreed otherwise in writing by the persons authorised by the contracting parties to act in technical matters. All the costs related with the above-mentioned trainings (including the stay of service technicians, application specialists or specialists of the suppliers of the accessories) are paid by The economic operator.

2.5. Delivery term

The term of realization of the public contract is conditioned by a due completion of the tender procedure and the signature of the appropriate purchase contract. Delivery time is up to 90 days from the effective day of the purchase contract.

3. Parts of the public contract

A public contract is not divided into parts because the subject of a public contract is one compact unit where it is not technically possible to divide the contract. It is a highly sophisticated / interconnected system without the possibility of division into individual components.

4. Estimated value of the public contract

Estimated value of the public contract: **3,225.000,- CZK without VAT.**

5. Requirements for a uniform method of processing the bid price

The bid price will be a complete and non-negotiable price submitted by The economic operator on the basis of this Documentation, incl. Annexes. The bid price will be in CZK excluding VAT, separately VAT in CZK and the complete price CZK incl.VAT.

The total bid will be included in the cover sheet of the tender - Annex 1 of this Documentation.

Exceeding the bid price

The price is set as the maximum price. Price change is possible in these cases:

- in connection with the change of VAT rates according to valid and effective legal regulations of the Czech Republic
- in justified cases under the Act

6. Commercial and payment terms



The economic operator shall submit in his tender as an integral part of the draft Purchase Contract. The draft Purchase Contract of The economic operator must respect the Business Terms and Conditions set out in Schedule 2 to this Documentation.

The economic operator in the contract will only fill in the missing data, highlighted and marked with a comment (to be completed by The economic operator).

The economic operator may not change the wording of the other provisions of the contract. In the event that The economic operator changes the other provisions of the Agreement in any way, it will be considered by the Contracting authority as a breach of the Terms of Use resulting in exclusion of The economic operator from further participation in the award procedure.

In accordance with the above mentioned requirements, The economic operator shall designate the contract as a draft Purchase Agreement, print it and insert it signed by a person authorized to act on behalf of or for The economic operator in the offer.

- 6.1. **Place of delivery:** Centre of the Region Haná for Biotechnological and Agricultural Research, Faculty of Science of UP in Olomouc, Šlechtelů 27, 783 01 Olomouc, Department of Biochemistry of Proteins and Proteomics, building F2, ground floor, Czech Republic.

7. Qualification of The economic operator

7.1. Fulfilled qualification

The economic operator must meet the qualification requirements specified in § 73 et seq. of the Act. The economic operator must demonstrate the fulfillment of the qualification requirements in the manner and scope of this Documentation.

Qualification requirements for the performance of this public contract will be met by The economic operator, who will provide evidence of fulfillment:

The qualification is met by The economic operator fulfilling the following conditions:

- a) basic qualification prerequisites pursuant to Section 74 of the Act,
- b) professional qualification prerequisites as per Section 77 art.1 of the Act.

7.2. The authenticity and age of evidence of qualification

The economic operator shall provide the following proof of proof of qualification in copies. The Contracting Authority accepts that The economic operator shall substitute for the submission of documents by affidavit. The economic operator may also replace the required documents with a single European Certificate for Public Contracts under Section 86 (2) of the Act. During the tender procedure pursuant to Section 45 (1) of the Act, the Contracting authority may request the submission of originals or certified copies of The economic operator's qualification documents.

Prior to the conclusion of the contract, the Contracting authority shall, pursuant to Section 86 (3) of the Act, always ask the selected The economic operator to submit originals or certified



copies of the qualification documents if they have not already been submitted in the award procedure.

If the Act or the Contracting authority requires the submission of a document in accordance with the legal order of the Czech Republic, The economic operator may submit a similar document in accordance with the law of the State in which the document is issued; this document is presented with a translation into the Czech language.

If the Contracting authority has doubts about the accuracy of the translation, he may request the presentation of an officially certified translation of the document into the Czech language by an interpreter registered in the list of experts and interpreters. Documents in Slovak language and proof of education in Latin language are submitted without translation. If the required document is not issued under the applicable law, it may be replaced by an affidavit.

Documents proving the basic qualification according to § 74 of the Act and professional competence pursuant to Section 77 (1) of the Act must prove the fulfillment of the required eligibility criteria no later than 3 months before the start of the award procedure.

7.3. Demonstration of the The economic operator´s qualification - foreign persons

In the event that a qualification has been obtained abroad, documents issued in accordance with the law of the country where it was acquired to the extent required by the Contracting authority shall be proved.

7.4. Proving the basic qualification requirements

7.4.1. Scope of the basic qualification

The economic operator shall not be qualified Pursuant to Section 74(1), Para. a) - e) of the Act if it:

- a) was convicted by final judgement in the country of its registered seat of a crime specified in Annex No. 3 to the Act or another similar crime pursuant to the law of the country of its registered office in the past five years preceding the commencement of the procurement procedure; expunged convictions are disregarded,
- b) has outstanding tax arrears registered in tax records in the Czech Republic or in the country of its registered office,
- c) has outstanding arrears in respect of payments and penalties of public health insurance in the Czech Republic or in the country of its registered office,
- d) has outstanding arrears in respect of payments and penalties of social security contributions and contribution to the national employment policy in the Czech Republic or in the country of its registered office,
- e) is in liquidation, has been declared insolvent, in respect of whom the receivership has been imposed under another legal regulation or it is in a similar situation pursuant to the law of the country of its registered office.

If The economic operator is a legal person, both this legal person and every member of its governing body shall meet the condition specified in Section 74(1), para. a) of the Act.



Where a legal person is a member of the governing body of the economic operator, the condition specified in Section 74(1), para. a) of the Act shall be met by

- a) this legal person,
- b) every member of the governing body of this legal person, and
- c) the person representing this legal person in the governing body of the economic operator.

If a participant in the procurement procedure is a branch of a business of

- a) a foreign legal person, the condition specified in Section 74(1), para. a) of the Act shall be met by this legal person as well as the head of the branch,
- b) a Czech legal person, the condition specified in Section 74, para. a) of the Act shall be met by the persons referred to Section 74 (2) of the Act as well as the head of the branch.

7.4.2. Proof of basic qualification

The economic operator shall prove that it fulfils the basic qualification requirements in relation to the Czech Republic by submitting

- a) a copy of an entry in the Criminal Records in respect of Section 74 (1) a),
- b) a confirmation from a relevant tax office in respect of Section 74 (1) b),
a written affirmation regarding excise duty in respect of Section 74 (1) b),
- d) a written affirmation in respect of Section 74 (1) c),
- e) a confirmation from a relevant district social security administration in respect of Section 74 (1) d),
- f) a copy of an entry in the Commercial Register, or a written affirmation in the event that the economic operator is not incorporated in the Commercial Register, in respect of Section 74 (1) e).

If The economic operator is a person with a registered office abroad, he / she proves that he / she fulfills the conditions of the basic eligibility according to Art. (a) above only in relation to the country of its registered office.

7.5. The professional qualification

Pursuant to Section 77 of the Act, The economic operator proves the professional qualification prerequisites by presenting simple copies of:

- according to Section 77(1) of the Act, an extract from the Commercial Register, or other similar records provided that registration in such records is required pursuant to another legal regulation.

Documents to prove professional competence The economic operator does not need to submit if the legislation in his country of residence does not require a similar professional qualification.

8. Other conditions for the conclusion of the contract



The Contracting authority, in accordance with the provisions of Section 104 para. a) the Act requires that The selected economic operator, with whom the contract is to be concluded, shall submit at the request of the Contracting authority pursuant to Section 122 (3) a) of the Act, prior to the signature of the contract, the original or a certified copy of the documents proving the fulfillment of the qualification in accordance with Article 7 of this Documentation.

9. Availability of Documentation, Explanation of Documentation *and* Alteration or supplementation of the Documentation

The contracting authority provides the tender documentation, including all its annexes, through an electronic system of public contracts, available on the contracting authority's profile: <https://zakazky.upol.cz>.

Under Section 98 (1) of the Act, the Contracting Authority may explain this Documentation if such an explanation is published on the profile of the Contracting authority at least 5 working days before the expiry of the time limit for the submission of tenders.

If the explanation of the Documentation pursuant to Section 98 (3) of the Act is requested by The economic operator, the Contracting authority shall publish the explanation on the profile of the Contracting authority including the exact wording of the application without identifying the interviewer. The written application must be submitted in the Czech, English or Slovak language to the contact person of the public contract in question or sent via the electronic tool E-ZAK and must be delivered to the Contracting authority in accordance with the Act at least 8 working days before the expiry of the time limit for the submission of tenders.

The Contracting authority shall provide The economic operator with written explanations in writing within the statutory time limit, by electronic tool E-ZAK and in the written form.

Explanation Documentation (without questioner identification) The Contracting authority will also provide all other The economic operators by the electronic tool E-ZAK and in the written form.

The Contracting Authority may amend or supplement the Terms of Reference contained in this Documentation in accordance with Section 99 (1) of the Act prior to the expiry of the deadline for submitting tenders and must publish such Explanation or Alteration of the Documentation in the same way as the changed or supplemented Terms of Reference, through the profile of the Contracting authority.

The Contracting authority will send an explanation, change or addition to the Documentation through the contact person of the public contract in question.

10. Rules for evaluation of tenders

The evaluation of the tenders of the public contract will be made in accordance with Section 114 (1) of the Act according to their economic advantage. The economic advantage of the tenders will be assessed in accordance with Section 114 (2) of the Act according to the



lowest bid. The rating will be based on the absolute amount of the total bid in CZK excluding VAT for the whole subject of the public contract. Bids will be ranked in order from the lowest to the highest bid. The lowest bid price in CZK excluding VAT is best rated.

11. Submission of offers

11.1. Deadline for submission of offers

The deadline for submission of offers is **April 12th, 2018 at 09:00 a.m.**

The offers may be submitted in person or by a registered mail to the following address:

Palacký University in Olomouc

Oddělení veřejných zakázek

Křížkovského 511/8, 771 47 Olomouc

Czech Republic

Contact person: Mgr. Petra Jungová, LL.M.,

on working days from 8.00 a.m. to 2.00 p.m. for the whole duration of the period for submission of offers so that they would be delivered until the above deadline.

11.2 Place and time of opening the envelopes with offers

The envelopes with offers will be opened on **April 12th, 2018 at 09:00 a.m.**, room no. 1, Department of Public Contracts, Rector's Office of Palacký University in Olomouc, 1st floor (gallery), Křížkovského 511/8, 771 47 Olomouc, Czech Republic.

The members of the Contracting authority committee, the Contracting authority or its authorised representative, the applicant's statutory representative or max. 1 representative of The economic operator who submitted its offer within the deadline for the submission of offers and who shows an identity card and registers in the presence sheet (only on the basis of a written authorisation to attend the opening of envelopes) may be present during the opening of envelopes.

The Contracting authority shall check that the tenders have been delivered within the time limit and in a duly sealed envelope bearing the title of the contract. The Contracting authority shall open the envelopes with offers according to the serial number of the received offer and informs the present applicants about the following:

- The economic operator's identification data (i.e. the trade name or the name and surname, company seat or address),
- The economic operator's offer price in CZK without VAT.

The Contracting authority shall draw up a written report on the opening of the envelopes with tenders according to Section 110 (5) of the Act.

11.3. Variants of offers

The Contracting authority *doesn't admits* the variants of offers.

12. Content and form of the offer

12.1 Content of the offer



The economic operator's offer will contain a draft Purchase Contract signed by a person authorized to act on behalf or for The economic operator.

The offer shall also contain other documents required by law or the Contracting authority, as well as the documents and information proving the qualification.

The submitted offer will have the following structure:

- The offer cover sheet containing The economic operator's identification data (Annex 1).
- Documents proving the fulfilment of the qualification,
- A draft purchase contract signed by a person authorized to act on behalf or for The economic operator, elaborated according to the commercial conditions given in this Documentation (Annex 2).
- The guaranteed technical parameters in order to prove the fulfilment of the Contracting authority's requirements specified in Documentation and the precise (specific) designation of the offered goods.

12.2 Form of the offer

The economic operator may submit only one offer.

If The economic operator submits more than one tender individually or together with other The economic operators, the Contracting authority shall, pursuant to Section 107 (5) of the Act of such The economic operator, exclude from the award procedure.

The offer will be submitted:

- In written form, in Czech, English or Slovak language,
- in one paper exemplar, labelled as "ORIGINAL", all of these in a duly closed envelope with a stamp or The economic operator's signature on its closure

The envelope shall be labelled as:

„PřF/CRH - Micro-scale thermophoresis device”

– NEOTEVÍRAT (DO NOT OPEN)”

The envelope shall bear the address to which a notification that the applicant's offer was submitted after the deadline for the submission of offers.

All the pages of the offer should be firmly attached or stapled together to prevent their removal from the offer. All the pages of the offer or its individual copies should be numbered in increasing order.

13 Communication between the Contracting authority and The economic operator

In the communication between the Contracting authority and The economic operator, the confidentiality of the tenders and the completeness of the data contained therein must not be compromised. Advertisers must not be allowed access to the content of tenders before the deadline set for their submission.

If they submit multiple Contracts jointly, they are required to indicate in their tender the address for service of the Contracting authority's documents. Sending a document to this address is deemed to have been sent by the Contracting authority to all participants in the



joint bid. However, the Contracting authority has the right to send the document to each of the Suppliers of the joint tender separately.

14. Award criteria

No persons other than the Contracting authority were involved in the processing of the terms and conditions under Section 36 (4) of the Act.

This Documentation does not contain information that would result from a preliminary market consultation within the meaning of Section 33 of the Act

15. Other conditions

15.1. Rights of the Contracting authority

The Contracting authority reserves the right:

- to cancel the competition in accordance with law,
- to verify the data submitted in the offer.
- to cancel the tender procedure in accordance with § 127 (2) (e) of the Act in the event that the contracting authority does not receive the subsidy from which the public contract was to be paid

15.2. The Annexes

The following Annexes form an integral part of this Documentation:

Annex 1: Offer Cover Sheet

Annex 2: Commercial and payment conditions - Draft of the Purchase Agreement

In Olomouc 05.03.2018

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Prof. Mgr. Jaroslav Miller, M.A., Ph.D.
rector of Palacký University in Olomouc



Annex 1

COVER SHEET OF THE OFFER		
Over limit public contract for supplies, ordered according to Act No. 134/2016 Coll., on Public Contracts, as amended		
Title: “PřF/CRH - Micro-scale thermophoresis device”		
Contracting authority		
Name:	Palacký University in Olomouc	
Registered office:	Křížkovského 511/8, 771 47 Olomouc, Czech Republic	
Person authorized to act on behalf of the contracting authority:	prof. Mgr. Jaroslav Miller, M.A., Ph.D.	
The economic operator		
Name:		
Seat/place of business:		
Tel./FAX:		
E-mail:		
Identification no.:	Tax identification no.:	
Person authorized to act on behalf of The economic operator:		
Offering price in CZK		
Total price without VAT:	VAT separately:	Total price, including VAT:
Person authorized to act on behalf or for the economic operator		
Signature of a person authorized to act on behalf of the economic operator		stamp



Annex 2 Commercial and payment terms

PURCHASE CONTRACT

CONTRACTING PARTIES:

BUYER: PALACKÝ UNIVERSITY IN OLOMOUC
Office: Křížkovského 511/8, 771 47 Olomouc, Czech Republic
Rector: Mgr. Jaroslav Miller, M.A., Ph.D.
Person authorized to act
in technical matters: Mgr. David Kopečný, Ph.D.
Ident. no.: 61989592
Tax Ident. no.: CZ61989592
Bank contact: Komerční banka, a.s. Branch in Olomouc, Czech Republic
Account no.: 19-1096330227/0100

(hereinafter referred to as "Buyer")

and

SELLER: *to be completed by the economic operator,*
Office: *to be completed by the economic operator,*
Registration in Companies Register: *to be completed by the economic operator,*
Statutory body: *to be completed by the economic operator,*
Person authorized to act
in contractual matters: *to be completed by the economic operator,*
Person authorized to act
in technical matters: *to be completed by the economic operator,*
Ident. no.: *to be completed by the economic operator,*
Tax Ident. no.: *to be completed by the economic operator,*
Bank contact: *to be completed by the economic operator,*
Account no.: *to be completed by the economic operator,*
(hereinafter referred to as "Seller")

are closing on the bellow stated day, month and year according to provision of Section 2079 of the Act no. 89/2012 Coll., Civil Code, as amended this purchase contract (hereinafter referred to as "Contract"), in the framework of the project "Plants as a tool for sustainable global development", CZ.02.1.01/0.0/0.0/16_019/0000827, Within the Operational Program Research, Development and Education.

The Buyer and the Seller enter into this Contract due to the fact that the Seller's bid for delivery of the subject of performance hereof has been selected by the Buyer as the best bid in the tender called „**PřF/CRH - Micro-scale thermophoresis device**”.

I. Subject of the fulfillment



1. The Seller undertakes, under this contract, to deliver to the Buyer **to be completed by the economic operator**, (hereinafter referred to as the “Goods”) in kind, quantity, quality and design according to specification, that is an integral part of this contract as its Annex No. 1. The Seller is not entitled to deliver goods in larger quantity as stated in § 2093 Civil Code. Both parties to this contract agreed that the application of provision § 2099(2) Civil Code be excluded and thus will not apply.
2. The Seller hereby undertakes to surrender the Goods specified in Annex no. 1 to this Contract to the Buyer and allow him to acquire title to it, to carry out the installation of the goods, provide the training to the staff in the place of delivery, provide the warranty service under the conditions stipulated by this contract.
3. The Buyer agrees to take over the Goods and pay the seller the purchase price in the way and on the day agreed in this Contract.
4. Part of the delivery of the subject of the Contract is transport and delivery of legal documents (Declaration of Conformity or CE Certificate, User Manual in Czech or English language).
5. The Seller declares pursuant to Section 2103 Civil Code, that the Goods is without any faults or defects.
6. The Goods shall be fully functional, new, not refurbished, without any additional costs or expenditures necessary to be paid by the Buyer.

II. Term and place of delivery

1. The Seller undertakes to deliver and install the goods at the place of delivery, including the delivery of all legal documents to the goods, the execution of all tests verifying the fulfillment of the technical parameters given in this contract, the training of the purchaser's users by a qualified employee within the scope of Article V paragraph 1 of this Contract, no later than 90 days after the effective date of this Contract.
2. Place of delivery: Centre of the Region Haná for Biotechnological and Agricultural Research, Faculty of Science of UP in Olomouc, Šlechtitelů 27, 783 01 Olomouc, Department of Biochemistry of Proteins and Proteomics, building F2, ground floor, Czech Republic Person authorised to take over the delivery on the basis of a handover protocol: Mgr. David Kopečný, Ph.D. or a person authorised by her to take over the goods.
3. Both parties agreed, that Section 2126 and Section 2127 Civil Code on self-help sale will be excluded and thus shall not be applicable in the case of delay in take-over of the Goods by the Buyer.

III. Purchase price



1. The purchase price is set by an agreement of the contracting parties CZK **to be completed by the economic operator** without VAT, **to be completed by the economic operator** ... CZK incl. VAT, VAT 21% **(to be completed by the economic operator)** CZK.
2. The purchase price covers all the costs related to the supply of the goods (in particular the transport to the place of delivery, insurance, customs duties, fees, licence fees and copyrights, installation and arranging for training, delivery of all legal documents to the goods, the warranty service).
3. The purchase price is set as a fixed price, the highest acceptable and maximal, covering all the costs related to the supply of the goods. The purchase price may be modified only on the condition that the VAT rate changes after the conclusion of the present contract.
4. The Seller takes the responsibility for the fact, that the VAT rate at the time of invoicing is stipulated in compliance with the legislation.

IV. Payment terms

1. The payment for the supply will be made on the basis of a due tax document (invoice) containing all relevant particulars, within a maturity date of 30 days following the day of its delivery to the Buyer. The invoice will be issued by the Seller not sooner than after delivery of the goods, after its right and full installation, delivering the documents required by law, relevant documentation and instruction to use, staff-training in the place of installation according the Section V. 1 of this contract, which will be confirmed by the protocol for the supply and installation of goods. The document on a due fulfillment of obligations by the Seller specified in the preceding sentence is a dated handover protocol signed by authorized persons of both contracting parties.
2. The invoice issued by the Seller must include all tax document prerequisites in accordance with Act No. 235/2004 Coll. on value added tax as amended and the prerequisites of a commercial deed pursuant to Section 435 of the Civil Code as well as identification of the contract, on the basis of which the fulfilment has been provided. The Seller shall affix the invoice with the stamp and signature of the person authorised to issue the invoice. The invoice issued will indicate the name and registration number of the project concerned and the number of this Agreement.
3. If the invoice issued by the Seller does not contain any of the obligatory particulars or if the Seller incorrectly invoices the price or the VAT, the Buyer is entitled to return such invoice to the Seller before the expiration of its maturity date for the correction, stating the reason of its returning. The Seller shall correct it by issuing a new invoice. The initial maturity date stops running on the day of sending the incorrect invoice to the Seller and a new maturity day starts running on the day of the delivery a new invoice to the Buyer.
4. The contracting parties agree that the obligation to pay the purchase price is fulfilled on the day when the given sum is sent from the Buyer's account to the Seller's account given above in this contract.



5. The Seller declares, that he takes the risk of Clausula rebus sic standibus pursuant to Section 1765(2) of the Civil Code and Section 1765(1) and Section 1766 of the Civil Code is excluded and thus inapplicable.

V. Installation and the staff – training

1. As part of the installation of the goods at the place of delivery, the Seller is obliged to prove, but not exclusively, the full functionality and fulfillment of all the parameters of the goods in accordance with the offer of the Seller, which will form an integral part of the contract (Annex 1 of the contract).

The Seller undertakes to carry out basic training of the delivered goods which is a condition for the due handover and reception of the device within the following scope:

- The basic training of the contracting authority's system engineer covering basic operations and routine service actions specified in the points below lasting for 16 hours for at least 3 persons of the Buyer. The training shall be led by qualified service technician or application specialist:
 - turn on / off the device incl. supplied accessories
 - routine checking of plant operating parameters
 - basic measurement methodology
 - operational maintenance of equipment, user service

2. All the trainings shall take place at the place of the device installation, unless agreed otherwise in writing by the persons authorised by the contracting parties to act in technical matters. Precise dates of the respective trainings shall be agreed in a sufficient advance by the person authorised by the buyer to act in technical matters. All the costs related with the above-mentioned trainings (including the stay of service technicians, application specialists or specialists of the suppliers of the accessories) are paid by the Seller.

VI. The Seller's responsibility for defects

1. The Seller provides to the Buyer a warranty for the quality of the Goods according to § 2113 and follow. Civil Code within the period of 24 months since the day of signing the protocol according to article IV(1) of this contract.

2. Seller guarantees promptness of service in the warranty period free of charge within 5 workdays following the day of reporting the defect, unless agreed otherwise in a written form by persons authorized by the contracting parties in technical matters. During the guaranty period, the respective defects shall be removed within 15 calendar days at the latest after the day of the start of the defect removal unless otherwise agreed in writing by persons authorized by contracting parties for technical matters. The seller is obliged to provide repairs in the place of delivery. Shall that be technically impossible, the seller shall take over the device in order to repair it after signing a written record stating suggested procedure agreed by the person authorised to act in technical matters for the contracting person. The



contracting parties have agreed that § 2110 Civil Code shall not apply. The buyer is entitled to withdraw from the contract for the defects or to require the delivery of new goods irrespective of the fact that the goods might be returned to the seller or possibly return the goods in the quality as it was received by the buyer.

VII. Affirmation of commitment

1. The Contracting Parties shall, in the event of a breach of the contractual obligation, enter into contractual penalties in the form provided for in the following paragraphs of the Contract. Neither contractual Contracting Party considers that the contractual penalties are disproportionate in relation to the value of the individual contractual obligations.
2. In the case of Seller's delay with delivery of any part of the Goods according to the period stated in the section II.(1) of this Contract, the Buyer will be entitled to a contractual penalty amounting 1.000,- CZK without VAT for each started day of the delay with its delivery.
3. The seller undertakes to pay to the buyer contractual penalty amounting to 500,- CZK without VAT for each starting day after the lapse of time for repair in the warranty period in compliance with this contract for each particular case.
4. The parties have agreed that arranging the contractual penalty pursuant to this Section does not affect the right of the Buyer for the compensation of the damages arisen from the breach of the duty strengthened in VI(1) of this Contract. That means that contractual parties have agreed on exclusion of application of Section 2050 Civil Code.
5. The maturity date of the charged contractual penalties is 30 days from the day of delivery of their written statement to the given contracting party and the day of payment means the day of debiting the contractual penalty from the account of the given contracting party to the account mentioned in the statement of the contractual penalty.
6. The parties have expressly agreed that the buyer is entitled to offset against any buyer's claim both for the buyer and for the buyer, any claim against the seller, even the invalid. Receivables from the buyer and the seller are canceled with the offsetting of the amount they cover, and these effects occur as soon as the buyer delivers the statement of netting to the seller.

VIII. Final provisions

1. With respect to the provision of section 2, letter e) of Act no. 320/2001 Coll. on the Financial Inspection in Public Administration, as amended, the Seller is a person obliged to cooperate during the performance of the financial inspection. These Seller's obligations also apply to his contractual partners involved in the fulfillment of the contract.
2. The Buyer reserves the right to publish the contents of the concluded Purchase Contract.



3. The contracting parties expressly agreed that all the rights and obligations under this contract, as well as the rights and obligations arising from this contract, will be settled in accordance with the appropriate provisions of the code no. 89/2012 Coll., Civil Code and the law of the Czech Republic.

4. The provisions of this contract are separable. If any part of an obligation under this contract is or becomes invalid or non-enforceable, this shall not affect the validity and the enforcement of other obligations under this contract and the contracting parties undertake to replace such invalid or non-enforceable part of obligation with a new, valid and enforceable part of the obligation, the subject of which will correspond at the best to the subject of the original obligation. If the contract does not contain a provision which would be justifiable for the determination of the rights and obligations, the contracting parties will make all the efforts to implement such provision in the contract.

5. The contracting parties may modify or complete this contract only in the form of written amendments numbered in the increasing order, expressly declared as amendments to this contract and signed by the authorized representatives of the contracting parties.

6. The Buyer is entitled in accordance with § 2001 Civil Code to withdraw from this contract for its substantial breach by the Seller; the substantial breach means:

- the delay of the contractually determined term of delivery of the subject of the contract by more than 10 days,
- a failure to observe the technical specifications of the goods mentioned in the Seller's offer.
- delay of the seller in repairing and removing the defects by more than 10 days.

The withdrawal from the contract shall be made in a written form and becomes effective on the day of the delivery of the written notice to the other contracting party.

7. The Seller is not entitled to cede his rights and obligations under this contract to a third person without the Buyer's approval.

8. The Seller acknowledges that this Contract, including all its Annexes, is subject to mandatory disclosure under Act No. 340/2015 Coll., The Register of Contracts.

9. This Contract shall enter into force on the date of its signature by the last Participant of this Contract and effective as of the date of publication of this Contract in the register of contracts pursuant to Act No. 340/2015 Coll.

10. This Purchase Contract is made in five copies considered as originals, signed by the authorized representatives of the contracting parties; the Buyer will obtain three copies and the Seller will obtain two copies.

11. The Seller acknowledges that the Buyer is required to comply with the publicity requirements of the European Structural Funds programs set out in Regulation (EC) No 1303/2013 of the European Parliament and of the Council and the rules on publicity within



the OP VVV in all relevant documents relating to the subject matter of the Contract, in all supplements to the Contract and other documents relating to the Contract, and in this context undertakes to provide the Buyer with all possible cooperation that can be fairly demanded.

12. The Seller undertakes to allow all entities authorized to carry out the project control, through which the performance under this Contract is paid, to check the documents related to this performance for the period stipulated by the Czech legislation for their archiving (Act No. 563/1991 Coll., Accounting Act, as amended, and Act No. 235/2004 Coll., Value Added Tax Act, as amended). All outputs of a contractual relationship specified by the Buyer must contain the elements of publicity within the scope of the Contract, unless the Buyer requests otherwise. EU logo including texts, logo Operational Program Research, Development and Education (hereinafter referred to as "OP VVV") according to the Buyer's requirements. Buyer is required to provide and, where appropriate, provide materials containing the correct form of each logo.

13. Seller is obliged to keep all documentation related to performance under this Contract in accordance with the rules at least until the expiration of 2 years from the presentation of the financial statements of the OP VVV pursuant to Article 140 of Regulation (EU) No 1303/2013 of the European Parliament and of the Council, ie. at least December 31, 2033, unless the Czech legal system stipulates a longer period. The OP VVV Managing Authority, as well as the authorized bodies (as the case may be, other control bodies according to the valid legal regulations) will have access to these documents on request.

14. The following Annexes form an integral part of this Purchase Contract:

Annex 1 – Seller's offer dated *to be completed by the economic operator,*

In Olomouc, on

In *to be completed by the economic operator,* on
to be completed by the economic operator

.....
prof. Mgr. Jaroslav Miller, M.A., Ph. D.
rector of Palacký University in Olomouc

.....
to be completed by the economic operator