



Univerzita Palackého
v Olomouci



EVROPSKÁ UNIE
Evropské strukturální a investiční fondy
Operační program Výzkum, vývoj a vzdělávání



CALL TO SUBMIT TENDERS

for a small-scale public contract concerning the deliveries contracted within the Call for tenders in accordance with the Section 27 and Section 31 of Act 134/2016 Coll. on Public Contracts, as amended

„PřF - Software for visualization, modeling and biomacromolecular analysis“

This public contract is related to the implementation of the project “Modernization of research infrastructure for doctoral study of Physics, Chemistry and Biochemistry at Faculty of Science, Palacký University Olomouc” Reg. No. CZ.02.1.01/0.0/0.0/16_017/0002480, Within the Operational Program Research, Development and Education

Identification data of the contracting authority:

Palacký University in Olomouc
seat: Křížkovského 511/8, 771 47 Olomouc, Czech Republic
Ident. No.: 619 89 592
Tax Ident. No.: CZ 619 89 592
Banking contact: Komerční banka a.s., branch in Olomouc
Account no. 19-1096330227/0100
Rector: prof. Mgr. Jaroslav Miller, M.A., Ph.D.

Contact person for tender matters: Mgr. Petra Jungová, LL.M.
tel.č.: +420 585 631 117, fax: 585 631 012, email: petra.jungova@upol.cz

hereinafter “contracting authority”

Contracting procedure: call for tenders

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

Link to the tender documentation on contracting authority profile:
<https://zakazky.upol.cz/vz00003427>

This Call to submit tenders (hereinafter “Call”) is elaborated as a base for submission of tenders within the call for tenders for a small-scale public contract delivery according to



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provisions of Section 27 and Section 31 of Act 134/2016 Coll. on Public Contracts, as amended (hereinafter "Act").

However, this public contract is not governed by this Act.

This Call contains all the conditions for the submission of the public contract. This Call is written in English language.

1. Subject of the fulfillment

1.1 Subject of the fulfillment

The subject of this tender is supply of professional software for designing bionanostructures and structural bioinformatics (license).

Detailed technical specification of the software can be found under art. 1.2 of this Call.

1.2 Technical specification of the required software

Required software for visualization, modeling and biomacromolecular analysis. Software must be compatible with operating systems MS Windows 7,8, and 10 and Linux OS.

Software must comply with these requirements:

- 1) Software enables import of files containing molecular structures in standard formats (Protein Databank – PDB, SMILES, SDF, MOL2).
- 2) Software enables simple and fully interactive building and modification of molecular models together with conversions from 1D and 2D visualizations into 3D structure. It enables building of protein models from predefined library of amino acid fragments. Interactive modification of the molecule must be available both in 3D visualization and 2D schemas.
- 3) Software enables multiple modes of visualization of molecules, at least wire, tube, stick, ball-and-stick or CPK representations, ribbons representation of proteins and molecular surface. It also contains interactive protein sequence.
- 4) Software enables export of publication quality figures of molecular models in standard format (i.e. JPEG, GIF, TIFF, PNG)
- 5) Software enables manipulation with biomacromolecular models and their modification – addition of hydrogens, building of disulfide bridges, exchange nonstandard amino acids to standard ones (i.e. selenocysteine to cysteine), fill missing parts of protein with use of homology modelling from rotamers library and set up the protonation of amino acids and ligands according to pH.
- 6) Software must be capable of analysis of binding site using 2D diagram featuring both ligand and its surrounding together with the visualization of individual interaction types between individual residues and ligand.
- 7) Software enables to screen accessible conformations of molecules for selection of energetically preferable structure (with use of force fields such as OPLS3, AMBER*, MMFF, MMFFs, and MM2) or to design bioisosteres.



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- 8) Software enables in silico drug design using structure-based design – molecular docking including covalent and induced flexibility of receptor or fragment-based docking.
- 9) Software enables in silico drug design using ligand-based design – building and search of pharmacophores, SAR analyses or similarity search including scaffold hopping.
- 10) Software calculates molecular descriptors and includes ADME/Tox predictor for optimization of PK/PD properties of designed compounds.
- 11) Software contains standard modeling functions for biomacromolecules. It enables molecular dynamics simulations (including simulated annealing and metadynamics). It enables calculations of transition and excited states, calculations of thermodynamic properties and molecular interactions using quantum-chemical and semiempirical methods.
- 12) Software has integrated intuitive graphical environment.
- 13) Software offers scripting language enabling writing of workflow scripts and automation.

Single 1-year department license must be provided.

1.3 Estimated tender price

The supposed total price of the subject of the tender is 25.000,- EUR (without VAT).

1.4 Term of delivery

Delivery time is up to 50 days from the effective date of the purchase agreement.

2. Commercial and payment terms

In the offer, the tenderer shall submit a draft purchase contract forming its integral part. The draft purchase contract shall respect the commercial terms stated in annex 3 of this Call. The content of the draft purchase agreement is binding on the supplier. Supplier is to fill out only identification and price.

The supplier is to fill out only places with an instruction **(to be completed by the supplier)**. Rest of the contract must not be changed. Should supplier change any part of the contract, it will constitute breach of the tender terms and supplier will be excluded from further participation in the tender.

In accordance with above mentioned, supplier will fill out the contract as per instruction above, label it proposal contract, print it, have it signed by an authorized person and include it in the offer itself.



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3. Supplier qualification

The supplier is obliged to prove his qualification by no later than the deadline set for submitting tenders.

Qualification will be proven by the supplier who will demonstrate compliance of:

- a) basic qualification,
- b) professional qualification.

Documents proving professional qualification must not be older than 3 months prior to the day of declaration of this tender.

3.1 Basic competence

The supplier shall demonstrate the basic qualification by submitting an **affidavit of the qualification of the Supplier**, as per annex 2 to this Call.

3.2 Professional competence

This competence will be demonstrated by supplier, who will present simple copy of:

- extract from commercial register or other similar evidence, if supplier is registered in such.

4. Criteria for the public contract (evaluation)

Evaluation of the tender offers will be done by economical benefit. Economical benefit will be rated by **the total lowest offer price – i. e. total price in EUR without VAT.**

5. The requirements for the method of processing the tender price

5.1 Tender price

The supplier is obliged to designate the tender price as an absolute amount in EUR without value added tax (VAT), amount of VAT and total price incl. VAT and the price will be determined as highest admissible price.

The supplier declares the tender price with following dates:

- a) add the tender price on the offer cover sheet (annex 1 to the Call),
- b) add the tender price in the draft contract (annex 3 of the Call).



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6. Submitting the offers

6.1 Deadline for submitting the offers

The deadline for submitting the offers expires on **October, 8, 2018 at 1:00 p.m.**
The offers may be submitted in person or by registered mail at the following address:

Palacky University in Olomouc
Department of Tenders
(Oddělení veřejných zakázek)
Křížkovského 511/8, 771 47 Olomouc, Czech Republic

Contact person: Mgr. Petra Jungová, LL.M., tel.: +420 585 631 117,
email: petra.jungova@upol.cz,

on working days from 8:00 a.m. to 2:00 p.m. during the whole tender period so that the offers are delivered before the expiration of the mentioned deadline.

6.2 Opening of the offers

The opening of the offers shall take place **on October, 8, 2018 at 1:00 p.m.**, room no. 1, Department of Tenders, Rector's Office of Palacky University in Olomouc, Křížkovského 511/8, 771 47 Olomouc, Czech Republic.

The members of the contracting authority committee, the contracting authority or its authorised representative, the supplier's statutory representative or max. 1 supplier's representative (only on the basis of a written authorisation to attend the opening of the offers), who, upon his or her arrival shows an identity card and registers in the presence sheet may be present during the opening of the offers.

The contracting authority will check, that the offers were delivered in set deadline and in properly closed envelope marked by name of the tender. Contracting authority shall open the offers according to the serial number of the received offer and shall communicate the following information to the persons present:

- supplier's identification data (ie name, business name or surname, place of business)
- the total offer price of the suppliers in EUR (without VAT).

7. Variant tenders

The contracting authority does not admit variant tenders.



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8. Content and form of the offer, requirement of security provision

8.1 Content of the offer

Tenderer's offer will contain draft of purchase contract signed by a person authorized to act on behalf/for the tenderer.

The offer will also contain other documents required by contracting authority, as well as documents and information proving qualification.

8.2 Submitting the offer

Offer shall be submitted 1x in original, written, labeled „Original“, all in properly enclosed envelope, including stamps or signatures of the tenderer on closures.

Tenderer can submit only one offer.

If supplier submits more than one offer on his own behalf or together with other suppliers, or is a subcontractor, through whom other supplier demonstrates his qualification, contracting authority will remove all such offers from further participation in the tender proceedings.

Offer will be submitted

- in written form
- in Czech, Slovak or English language
- in one original copy
- in properly enclosed envelope marked with heading:

„PřF - Software for visualization, modeling and biomacromolecular analysis -- DO NOT OPEN (NEOTEVÍRAT)“

On envelope must be an address, to which notification about the fact, that submission of the offer was made after the deadline set in this Call, can be sent.

8.3 Structure of the tenderer's offer:

The offer will be submitted in the following structure:

- the offer cover sheet with tenderer's identification data (Annex 1 to this Call),
- affidavit of the qualification of the supplier proving fulfilment of qualification conditions:
 - basic qualification (Annex 2 to this Call),
 - professional qualification



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- draft of purchase contract signed by a person authorized to act on behalf/for the tenderer elaborated according to commercial conditions given in this Call to tender (Annex 3 to this Call),
- Supplier is obliged to provide documentation to confirm meeting of all requirements set by contracting authority and specified in this Call; i. e. supplier will present technical specification of the offered goods and exact (specific) designation.

8.4 Recommendations for security of the offer

For a higher legal security of both parties, the contracting authority recommends to the suppliers to attach or staple together all the pages of the offer in order to prevent their removal from the offer. All the pages of the offer, and its individual copies, should be numbered in increasing order.

9. Providing an explanation of the tender terms and conditions and amendment or supplement of the tender terms or conditions

The supplier is entitled to require the contracting authority to explain the tender terms and conditions. The request must be in writing or by e-mail and must be submitted to contact person for tender matters.

Contracting authority will provide response of the tender terms and conditions within 3 days from the receipt of the request, via e-mail.

The response (without identification of the asking supplier) will be provided by contracting authority to all other suppliers, via e-mail.

Contracting authority may also provide an explanation of the tender terms and conditions without a request.

The contracting authority may amend or supplement the terms or conditions in writing before the deadline for submission of tenders expires. Such change or addition to the tender terms and condition will be provided via e-mail.

10. Other conditions

10.1 Contracting authority's rights

The tender authority stipulates the right:

- the contracting authority reserves the right to verify the data given in the offers,
- to refuse all offers,
- cancel the tender until the conclusion of contract without giving any reason.

10.2 Annexes



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The following annexes form an integral part to this Call:

Annex 1 - Offer cover sheet

Annex 2 - Affidavit of the basic qualification of the supplier

Annex 3 - Commercial and payment terms – Purchase contract

In Olomouc, on 21.09.2018

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



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Annex 1

OFFER COVER SHEET			
Small-scale public contract concerning the deliveries			
Name:	„PřF - Software for visualization, modeling and biomacromolecular analysis“		
Contracting authority			
Name:	Palacky University in Olomouc		
Seat:	Křížkovského 511/8, 771 47 Olomouc, Czech Republic		
Person authorized to act on behalf of the contracting authority:	Mgr. Jaroslav Miller, M.A., Ph.D. rector		
Supplier			
Name:			
Seat/place of business:			
Phone/fax:			
E-mail:			
Identification no.:		Tax identification no.:	
Person authorized to act on behalf of the supplier:			
Offer price in <u>EUR</u>			
Without VAT	Amount of VAT	price with VAT:	
Person authorised to act in the name or on behalf of the supplier			



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Signature of the person authorized to act on behalf of the supplier	Stamp
Title, name, surname		



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Annex 2

Affidavit of the basic qualification of the supplier

PřF - Software for visualization, modeling and biomacromolecular analysis

I (we) below signed honestly declare that the supplier **(to be completed by the supplier)** (trade name) complies with the basic competence, i.e. that:

- a) has not been convicted in the country of its registered office in the last 5 years prior to the commencement of the tender procedure for the offense listed in Annex No. 3 to the Act No. 134/2016 Coll., on Public Procurement, as amended or similar a criminal offense under the law of the country of the supplier's domicile,
- b) no tax arrears are recorded in the Czech Republic or in the country of its registered office,
- c) has no outstanding arrears in the Czech Republic or the country of its registered office in respect of premiums or penalties for public health insurance,
- d) has no outstanding arrears in the Czech Republic or in the country of its registered office for insurance or social security penalties and contributions to the state employment policy,
- e) is not in liquidation, a bankruptcy order has not been issued against it, has not been subject to a forced administration under another legal regulation or is not in a similar situation under the law of the country of the supplier's domicile.

In, on

Stamp and signature of the authorised
representative of the supplier



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Annex 3 Commercial and payment terms

The supplier is obliged to submit in his offer a draft of purchase contract as its integral part. The supplier's draft of purchase contract shall observe the below mentioned commercial and payment terms:

PURCHASE CONTRACT

BUYER: **PALACKÝ UNIVERSITY IN OLOMOUC**
a public college established by Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Certain Acts (Higher Education Act), as amended
Office: Křížkovského 511/8, 771 47 Olomouc, Czech Republic
Rector: Mgr. Jaroslav Miller, M.A., Ph.D.
Person authorized to act in technical matters: RNDr. Eva Otyepková, Ph.D.
Ident. no.: 619 89 592
Tax Ident. no.: CZ 619 89 592
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 supplier)
Office: (to be completed by the supplier)
Registration in Companies Register: (to be completed by the supplier)
Statutory body: (to be completed by the supplier)
Person authorized to act in contractual matters: (to be completed by the supplier)
Person authorized to act in technical matters: (to be completed by the supplier)
Ident. no.: (to be completed by the supplier)
Tax Ident. no.: (to be completed by the supplier)
Bank contact: (to be completed by the supplier)
Account no.: (to be completed by the supplier)

(hereinafter referred to as "Seller")

are closing on the below 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"), within project „Modernization of research infrastructure for doctoral study of Physics, Chemistry and Biochemistry at Faculty of Science, Palacký



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University Olomouc” Reg. No. CZ.02.1.01/0.0/0.0/16 017/0002480, 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 - Software for visualization, modeling and biomacromolecular analysis**“ prior to entering into this Contract.

I. Subject of the fulfillment

1. The Seller undertakes, under this contract, to deliver to the Buyer **(to be completed by the supplier)**, together with all the accessories (hereinafter referred to as the “Goods”). The Seller is not entitled to deliver Goods in larger quantity as stated in Section 2093 Civil Code. Both parties to this Contract agreed that the application of provision Section 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 property right to it, provide guaranty and 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.
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 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 the Goods, including all legal documents, to the place of delivery within 50 days from the effective date of the Contract.
2. Place of delivery: Department of Physical Chemistry, 3rd floor, laboratory nr. 3.002, Faculty of Science, tř. 17. listopadu 12, 771 46 Olomouc, Czech Republic. Person authorised to take over the delivery on the basis of a handover protocol: RNDr. Eva Otyepková, Ph.D., or a person authorised by her to take over the Goods.



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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 under this contract the purchase price of **(to be completed by the supplier)** EUR (without VAT). Seller is / is not **(to be completed by the supplier)** payer of VAT.

2. The purchase price is set as fixed price, the highest acceptable and maximal, covering 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, guarantee and warranty service) as well as profit of the Seller connected with the delivery. A change in the purchase price is only possible and only on the assumption that changes in value added tax rates will occur after the conclusion of this Contract.

3. 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, delivering the documents required by law, relevant documentation and instruction to use. 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 and with number of this Contract and with number and name of the project.

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.



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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. The Seller's responsibility for defects

1. The Seller provides to the Buyer a warranty for the quality of the Goods according to Section 2113 and following of the Civil Code within the period of 12 months since the day of signing the protocol according to article IV.(1) of this Contract.

VI. Contractual penalty

1. Contractual parties arrange following penalties for breaches of contract. Both parties do not find these penalties to be disproportionate with regards to the value of 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 article II.(1) of this Contract, the Buyer will be entitled to a contractual penalty amounting 10,- EUR (without VAT) for each started day of the delay with its delivery.

3. The parties have agreed that arranging the contractual penalty pursuant to this article does not affect the right of the Buyer for the compensation of the damages arisen from the breach of the duty strengthened in this Contract. That means that contractual parties have agreed on exclusion of application of Section 2050 Civil Code.

4. 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.

5. Contractual parties have expressly agreed, that Buyer is entitled for netting of any Sellers claim for Buyer, even invalid, against any claim of Buyer for Seller, even invalid. Claims of Seller and Buyer are canceled by netting in the amount, in which they cover each other, this comes into effect upon delivery of netting notification by Buyer to Seller.

VII. Final provisions



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1. Seller is a person obliged to cooperate in performing financial control within the meaning of Section 2(e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended.
2. The Buyer reserves the right to publish the contents of the concluded Contract and its annexes.
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, as amended and the Czech law system.
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 Section 2001 Civil Code to withdraw from this Contract for its substantial breach by the Seller; the substantial breach means:
 - 6.1 the delay of the contractually determined term of delivery of the subject of the Contract by more than 10 days,
 - 6.2 a failure to observe the technical specifications of the Goods mentioned in the Seller's offer.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. As regards the delivery of shipments relating to the performance of this Contract sent by the Seller with the use of the postal service operator, Section 573 of the Civil Code does not apply.
9. The Seller acknowledges that this Contract, including all its Annexes, is subject to mandatory disclosure pursuant to Act No. 340/2015 Coll., On the Special Conditions for the



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Effectiveness of Certain Contracts, the Publication of such Contracts and the Register of Contracts, as amended.

10. This Contract shall enter into force on the date of its signature by the last party to this Contract and effective on the date of publication of this Contract by the Buyer in the register of contracts pursuant to Act No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and the Register of Contracts, as amended.

11. 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.

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

Annex 1 – Seller's offer dated **(to be completed by the suppliant)**

In Olomouc, on

In **(to be completed by the suppliant)**,
on **(to be completed by the suppliant)**

.....
prof. Mgr. Jaroslav Miller, M.A., Ph.D.
rector

.....
(to be completed by the suppliant)