



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



Univerzita Palackého  
v Olomouci

## TENDER DOCUMENTATION

**for public supply contract awarded in open procedure in  
accordance with provisions of Section 56 of Act No. 134/2016 Coll.,  
Public Procurement Act, as amended**

### **“LF/UMTM - Restoration of a confocal microscopy device integrated into a robotic platform”**

This public procurement is related to realization of project “Modernization of the National Infrastructure for Chemical Biology“, reg. nr. CZ.02.1.01/0.0/0.0/18\_046/0016118, within Operational Programme 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.: 61989592

Tax ident. no.: CZ61989592

Bank connection: Komerční banka, Olomouc branch

Account nr.: 19-1096330227/0100

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: +420 585 631 012, email: [petra.jungova@upol.cz](mailto: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 authority public contract:

<https://zakazky.upol.cz/vz00004112>



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*Tender documentation is published in full on Contracting authority profile.*

*This tender documentation (hereinafter referred to as the "Documentation") is prepared in accordance with the provisions of Section 28 par.1 let.b) of Act No. 134/2016 Coll., Public Procurement Act, as amended (hereinafter referred to as the "Act") and is a set of terms of reference in the details necessary for submitting an offer, except for the forms pursuant to Section 212 of the Act. The rights, obligations or conditions of the Contracting authority and Economic Operators, respectively of the tenderers (hereinafter referred to as the "Economic Operator" or "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. This Documentation is prepared in Czech and English.*

This tender is entered electronically via certified electronic platform in accordance with Section 213 of the Act, available at <https://zakazky.upol.cz>.

All acts, including submitting required documentation, are done electronically and also all communication between Contracting authority and Economic Operator in accordance with Section 211 is done via the electronic platform.

Contracting authority points out, that for full use of the electronic platform E-ZAK, it is necessary to fill out and **complete registration in** this electronic platform. For timely and proper familiarization with the documents sent by Contracting authority via the electronic platform E-ZAK, as well as for proper and correct filling in of the contact information of the Economic Operator, Economic Operator is fully responsible. All documents sent via the electronic platform E-ZAK are considered delivered on the day when they are delivered to the user account of the documents addressee.

Conditions and informations related to the electronic platform E-ZAK are available in user's manual at <https://zakazky.upol.cz>. Contracting authority recommends familiarizing with contents of the manual and also checking software setting of Economic Operators computer prior to submitting an offer.

Answers related to user controls of the electronic platform E-ZAK can also be provided by the Contracting authority contact person (Mgr. Petra Jungová, LL.M., email: [petra.jungova@upol.cz](mailto:petra.jungova@upol.cz)).

## 1. Classification of the subject of the public contract

Classification of the subject of the public contract for supplies:

Name	Code CPV
Microscopes	38510000-3



Laboratory, optical and precision equipments (excl. glasses) 38000000-5

## 2. Definitions of the subject of the public contract

### 2.1. Subject of the public tender

The subject of the public tender is the supply and providing of guarantee service of confocal live cell imaging system, integrated into robotic platform.

Subject of a public contract next to the delivery is also installation, operator training by a qualified worker and the provision of guarantee 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 required equipment, without additional requirements and costs by the Contracting authority, in order 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 device.

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

### 2.2. Technical specifications of the subject of the public contract

2.2.1. The system must include all components listed below and must fulfil the following minimal requirements set by the contracting authority:

- Confocal imaging mode with a minimum of three simultaneous color recording **(evaluation parameter)**
- Minimum 3 Wide view sCMOS cameras **(evaluation parameter)**



- Confocal unit based on microlenses enhanced dual Nipkow disc confocal scanner, wide-view scanner unit. – optional - variable size of the pinhole, minimum one **(evaluation parameter)**
- Digital phase-contrast imaging mode
- Epifluorescence imaging mode with a minimum of three simultaneous color recording **(evaluation parameter)**
- Excitation by 390 nm (optimum  $\pm 20$  nm) laser with minimum power 50 mW **(evaluation parameter)**
- Excitation by 435 nm (optimum  $\pm 15$  nm) laser with minimum power 75 mW **(evaluation parameter)**
- Excitation by 488 nm (optimum  $\pm 5$  nm) laser with minimum power 50 mW **(evaluation parameter)**
- Excitation by 561 nm (optimum  $\pm 5$  nm) laser with minimum power 50 mW **(evaluation parameter)**
- Excitation by 640 nm (optimum  $\pm 5$  nm) laser with minimum power 40 mW **(evaluation parameter)**
- Laser power control in the minimum interval of 30-100 %
- UV illumination for epifluorescence
- FRET imaging mode
- minimum number of emission filters 6 **(evaluation parameter)**
- emission filter for detection in the range 650 nm -760 nm
- emission filter for detection in the range 570 nm -630 nm
- emission filter for detection in the range 435 nm -515 nm
- emission filter for detection in the range 435 nm – 480 nm
- emission filter for detection in the range 500 nm -550 nm
- emission filter for detection in the range 435 nm -550 nm
- Laser autofocus mode based on the astigmatism method
- Laser autofocus mode based on the confocality
- Image-based autofocus mode
- Six positions objective turret for automated change
- Objective lenses optimized for fluorescence in range 5x (permissible lens magnification tolerance is  $\pm 25$  %) with minimum NA=0.16 **(evaluation parameter)**
- Objective lenses optimized for fluorescence 10x (permissible lens magnification tolerance is  $\pm 20$  %) with minimum NA=0.3 **(evaluation parameter)**
- Objective lenses optimized for fluorescence 20x (permissible lens magnification tolerance is  $\pm 20$  %) with minimum NA=0.75 **(evaluation parameter)**
- Objective lenses optimized for fluorescence 20x (permissible lens magnification tolerance is  $\pm 20$  %) with minimum NA=1.0 water immersion **(evaluation parameter)**



- Objective lenses optimized for fluorescence 40x (permissible lens magnification tolerance is + -20 %) with minimum NA=1.1 water immersion (**evaluation parameter**)
- Objective lenses optimized for fluorescence in range 60x (permissible lens magnification tolerance is + -20 %) with minimum NA=1.15 water immersion (**evaluation parameter**)
- Water immersion objective lens system
- Live-cell chamber - minimum temperature range 35-40 °C, CO2 supply box 5% and humidifier
- Supporting 6, 24, 96, 384, 1536 well plate format
- Holder/adaptor for microscopic slides
- High-resolution scanning stage with minimum resolution 0.2 um
- System control software
- Dual monitor PC workstation for system control
- Integration into the existing robotic platform for testing the biological activity of small molecules installed at the Institute of Molecular and Translational Medicine - HighResBiosolution. The integration must allow the prepared microscopy protocols to be run automatically using scripts that will be installed on the control unit controlling the robotic arms of the automated platform. The control must enable synchronization of the robotic plate feed, preparation of the plate holder, insertion of the plate, microscopy itself according to a defined method, ejection of the plate after microscopy, and removal of the plate by the robotic arm from the holder. The delivery must include all necessary hardware, such as tables and connection points for electricity, gases, liquids. This can be solved by supplying a docking station to allow the microscope to be connected to the necessary resources for operation.

### **2.3 Guarantee and service**

Economic Operator shall provide guarantee of the offered goods, which must not be shorter than 24 months, Economic Operator will also guarantee the promptness of the service intervention over the course of the guaranty period (within 10 working days at the latest after the report of a defect, by a visit of a service technician).

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

Economic Operator also undertakes to perform free full service of the delivered equipment and of control and evaluation software, including updates and staff training and regular service inspections prescribed by the manufacturer of the delivered equipment for the entire guarantee period, including all necessary spare parts (free warranty service of delivered



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Evropské strukturální a investiční fondy  
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goods). Economic Operator further undertakes to provide unlimited and free remote diagnostics and service of the device through remote access and connection to the device. The costs of performing a full warranty service of the delivered goods form part of the Economic Operator's offer price. During the warranty period, the seller is obliged to ensure at his own expense all legal inspections of goods.

#### **2.4. Conditions concerning the user support**

The offer price must include operator training for the delivered device, in the following scope:

Operator training for delivered goods, in the minimal scope of 1 day – 8 hours, for at least 3 persons of the contracting authority. The training must be led by a qualified service technician or application specialist.

All training 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 to the training, as mentioned above (including the stay of service technicians, application specialists, or specialists of the Economic Operators 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 relevant purchase contract. Delivery time is up to 100 days from the effective day of the purchase contract.

### **3. Parts of the public tender**

The public contract is not divided into the parts, as the subject of the public contract forms one compact unit, where it is not technically possible to divide the contract. Due to the nature of the matter and to ensure full functionality and compatibility, it is therefore not possible to divide the public contract into parts. It is a highly sophisticated automated microscopy unit, where it is not possible to separate individual components such as detection cameras, lenses, control units, the optical axis of the system, spinning disk, incubation chamber, etc. The unit is controlled by single software, which ensures cooperation of the individual systems, while these systems are completely interdependent on each other.

### **4. Estimated value of the public tender**

Estimated value of the public tender is: **29.430.000,00 CZK excluding VAT.**

### **5. Requirements for a uniform method of processing the offer price**



The offer price will be a complete and insurmountable price, submitted by the Economic Operator on the basis of this Documentation. Offer price will be stated in CZK without VAT.

Price for the public tender subject is set by agreement of contract parties in accordance with Act No. 526/1990 Coll., on prices, as amended, as a total and insurmountable, shall be set in accordance with the offer, will be valid throughout the whole tender proceedings and will include any and all costs of the Economic Operator related to subject of the public tender.

The total offer price of the public contract will be also included on the cover sheet of the tender - Annex 1 of this Documentation.

Supplier is responsible for providing actual and valid VAT percentage, in accordance with valid and effective laws.

**In the event of different offer prices on the cover sheet of the public tender and price in the purchase contract draft, the price set in the purchase contract draft will be considered valid and correct.**

#### **5.1. Documentation proving the offer price**

Economic Operator will declare his offer price by following:

- presenting the total offer price in draft of purchase contract (Annex 4 of this Documentation)
- presenting the total offer price in the cover sheet of the offer (Annex 1 of this Documentation)
- calculation of the offer price.

#### **5.2 Exceeding the bid price**

The price is set as the maximum price. Price change is possible only 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**

Contracting authority present draft of purchase contract pursuant to *Section 28 (1) b)* and *Section 36 (2)* of the Act.

Economic Operator is obliged shall submit, as an integral part of his tender, draft of Purchase Contract. Economic Operators draft of Purchase Contract must respect the terms and conditions as defined per Annex 4 of this Documentation.





Economic Operator will only fill in the missing data in the contract draft, highlighted and marked with a comment (to be completed by Economic Operator). Economic Operator is not allowed to change any part of the contract draft. In the event when Economic Operator changes other provisions of the contract in any way, it will be considered by the contracting authority as a breach of the terms of tender, resulting in exclusion of Economic Operator from further participation in the tender procedure.

In accordance with the above mentioned requirements, Economic Operator shall designate the contract as a draft and insert it signed by a person authorized to act on behalf of or for Economic Operator into the tender.

#### **6.1 Place of delivery**

Room nr. 230, Institute of Molecular and Translational Medicine, Faculty of Medicine and Dentistry, Palacký University in Olomouc, Hněvotínská 1333/5, 779 00 Olomouc, Czech Republic.

### **7. Qualification of Economic Operator**

#### **7.1. Fulfillment of qualification**

Economic Operator must meet the qualification requirements specified in Section 73 et seq. of the Act. Economic Operator must demonstrate the fulfillment of the qualification requirements in the manner and scope according to this Documentation.

Qualification requirements for the performance of this public contract will be met by Economic Operator, who will, in his offer, provide evidence of fulfillment of following:

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

#### **7.2. The authenticity and age of evidence of qualification**

##### **7.2.1. Authenticity of the documents**

Economic Operator shall provide below mentioned qualification documentation in copies. Economic Operator can replace required documentation by an affidavit, or by 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 Economic Operators qualification documents.

Prior to the conclusion of the contract, the Contracting authority will, pursuant to Section 86 (3) of the Act, always ask the selected 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, 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.

#### **7.2.2 Age of documents**

Documents proving the basic qualification according to Section 74 of the Act and professional qualification pursuant to Section 77 (1) of the Act must prove the fulfillment of the required qualification criteria no later than 3 months before the day of start of the tender proceedings.

### **7.3. Demonstration of the Economic Operator's qualification - foreign persons**

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

### **7.4. Proving the basic qualification requirements**

#### **7.4.1. Scope of the basic qualification**

Economic Operator shall be qualified Pursuant to Section 74 (1) a) - e) of the Act if it:

- a) was not 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) does not have outstanding tax arrears registered in tax records in the Czech Republic or in the country of its registered office,
- c) does not have outstanding arrears in payments and penalties of public health insurance in the Czech Republic or in the country of its registered office,
- d) does not have outstanding arrears in 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 not in liquidation, has not been declared insolvent, no compulsory administration under another legal regulation was ordered or is in a similar situation pursuant to the law of the country of its registered office.

If Economic Operator is a legal person, condition specified in Section 74 (1) a) of the Act – extract from the Criminal Records must be met by both the legal person and every member of its statutory authority.

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) 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) a) 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) a) of the Act must 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 (1) a) of the Act shall be met by the persons referred to in Section 74 (2) of the Act, as well as the head of the branch.

#### **7.4.2. Proof of basic qualification**

Economic Operator shall prove fulfillment of the basic qualification requirements in relation to the Czech Republic, set out in Section 74 (1) a) – e) of the Act as 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 relation to tax arrears (in respect of Section 74 (1) b)),
- c) a written affirmation in relation to the tax arrears of excise duty - see Annex No. 2 to this Documentation (in respect of Section 74 (1) b)),
- d) a written affirmation in relation to arrears on insurance premiums and penalties for public health insurance - see Annex No. 3 to this Documentation (in respect of Section 74 (1) c)),
- e) a confirmation from a relevant district social security administration in relation to arrears of payments and penalties of social security contributions and contribution to the national employment policy (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 Economic Operator is a person with a seat abroad, fulfillment of the conditions of the basic eligibility according to letter a) as per above, is required only in relation to the country of its residence.

## **7.5. The professional qualification**

Pursuant to Section 77 of the Act, Economic Operator proves the professional qualification prerequisites in relation to Czech Republic by presenting:

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

Economic Operator does not need to submit documents to prove professional qualification, if the legislation in his country of residence does not require a similar professional qualification.

## **7.6 Specific ways of proving qualification**

### **7.6.1 Qualification in case of joint participation of Economic Operators**

In case of joint participation of Economic Operators, each Economic Operator proves basic and professional qualification according to Section 77 (1) of the Act V individually, according to Section 82 of the Act.

### **7.6.2 Proving qualification by extract from List of Approved Economic Operators**

Economic Operator can prove his qualification according to Section 228 of the Act by extract from List of Approved Economic Operator. This extract substitutes proving of the following:

- a) basic qualification according to Section 74 of the Act,
- b) professional qualification according to Section 77 of the Act to that extent, as to which details in the extract from List of Approved Economic Operators prove meeting the professional qualification criteria.

Extract from List of Approved Economic Operators must not be older than 3 months on the last day, to which qualification can be proven according to Section 228 (2) of the Act.



### **7.6.3 Proving qualification by certificate issued within system of certified Economic Operators**

Economic Operator can prove his qualification according to Section 234 of the Act by certificate issued within system of certified Economic Operators.

Should Economic Operator submit such certificate containing necessities according to Section 239 of the Act, and data in certificate are valid at least on the last day for proving qualification, then this certificate proves Economic Operators qualification to the extent of its content.

## **7.7 Changes in Economic Operator qualification**

Should after submitting of the qualification documents and within the tender proceedings be there a change in Economic Operator qualification, Economic Operator is obliged to report this change to Contracting authority in no later than 5 working days and no later than 10 working days from reporting this change provide Contracting authority with new documents proving qualification.

## **7.8 Qualification documents (e-Certis)**

Pursuant to Section 86 (1) of the Act Contracting authority preferably requires documents registered in the system, which helps to identify documents required for proving qualification (e-Certis).

## **8. Other conditions for the conclusion of the contract**

The Contracting authority, in accordance with the provisions of Section 104 a) the Act requires that selected Economic Operator, with which 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, originals or a certified copies 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, publicly and freely through an electronic system of public contracts, available on the Contracting authority's profile: <https://zakazky.upol.cz>.



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



Univerzita Palackého  
v Olomouci

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 closing date for the submission of tenders.

If the explanation of the Documentation pursuant to Section 98 (3) of the Act is requested by Economic Operator, the Contracting authority shall publish the explanation on the profile of the Contracting authority including the exact wording of the request without identifying the respective Economic operator. The written request must be submitted in the Czech, English or Slovak 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 closing date for the submission of tenders.

The Contracting authority shall provide Economic Operator with written explanation within the statutory time limit, via electronic profile in E-ZAK. Explanation of the Documentation (without identification of the questioner) shall be provided by Contracting authority to all other Economic Operators via electronic tool E-ZAK.

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

The Contracting Authority will send an explanation, change or supplement to the Documentation via 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 done by their economical advantageousness.**

For the award of the public contract, the Contracting Authority set the following partial evaluation criteria within the evaluation according to the economic advantageousness of the tender:

<b>1. the amount of the total offer price in CZK without VAT</b>	<b>60%</b>
<b>2. technical level</b>	<b>40%</b>



**Evaluation method:**

**Criterion No. 1      The amount of the total bid price in CZK without VAT**

In this criterion, the amount of the total bid price in CZK excluding VAT determined in accordance with the conditions of this Documentation will be evaluated, from the lowest value to the highest value. Each evaluated tender will receive a point value in this criterion, which will be determined on the basis of the following formula:

$$\frac{\text{Lowest value}}{\text{Evaluated value}} \times 100 \times 0,60 \text{ (points)}$$

**Criterion No. 2      Technical level**

In this criterion, the technical parameters of the offered goods will be evaluated. The contracting authority will evaluate values of individual parameters offered by the Economic Operator in comparison with the minimum values required by the contracting authority. For each evaluated parameter, its weight in percent is given, which the contracting authority attached to these parameters. Individual parameters are subcriteria of this evaluation criterion, their severity is the weight of subcriteria.

The evaluation will be performed by the scoring method, which is the parameters for which the maximum value is most advantageous. The point evaluation of individual subcriteria will be calculated according to the formula:

$$\frac{\text{Offer value}}{\text{Value of the most advantageous (maximum) offer}} \times \text{Weight of the relevant sub-criteria}$$

**Sub-criteria for evaluation under criterion 2:**

**Request of the contracting authority      weight**

1	Confocal imaging mode with a minimum of three simultaneous color recording – the number of channels will be evaluated	10%
2	Minimum 3 Wide view sCMOS cameras – the number of cameras will be evaluated	20%
3	Confocal unit based on microlenses enhanced dual Nipkow disc	5%



	confocal scanner, wide-view scanner unit. – optional - variable size of the pinhole, minimum one – the amount will be evaluated	
4	Epifluorescence imaging mode with a minimum of three simultaneous color recording – the number of fluorescence channels will be evaluated	5%
5	Excitation by 390nm (optimum +-20nm) laser with minimum power 50mW, the laser power will be evaluated	5%
6	Excitation by 435nm (optimum +-15nm) laser with minimum power 75mW, the laser power will be evaluated	5%
7	Excitation by 488nm (optimum +-5nm) laser with minimum power 50mW, the laser power will be evaluated	5%
8	Excitation by 561nm (optimum +-5nm) laser with minimum power 50mW, the laser power will be evaluated	5%
9	Excitation by 640nm (optimum +-5nm) laser with minimum power 40mW, the laser power will be evaluated	5%
10	minimum number of emission filters 6, the amount will be evaluated	5%
11	Objective lenses optimized for fluorescence in the range 5x (+-25 %) with minimum NA=0.16, NA value will be evaluated	5%
12	Objective lenses optimized for fluorescence 10x (+-20 %) with minimum NA=0.3, NA value will be evaluated	5%
13	Objective lenses optimized for fluorescence 20x (+-20 %) with minimum NA=0.75, NA value will be evaluated	5%
14	Objective lenses optimized for fluorescence 20x (+-20 %) with minimum NA=1.0 water immersion, NA value will be evaluated	5%
15	Objective lenses optimized for fluorescence 40x (+-20 %) with minimum NA=1.1 water immersion, NA value will be evaluated	5%
16	Objective lenses optimized for fluorescence in the range 60x (+-20 %) with minimum NA=1.15 water immersion, NA value will be evaluated	5%

The total point value for evaluation criterion No. 2 will be obtained by the sum of individual points for Subcriteria (S1 to S16) x 0.40.

The total evaluation is the sum of point evaluations of evaluation criteria No. 1 - the total amount of the bid price in CZK without VAT and No. 2 - technical level.

The final ranking will be determined by the number of points achieved - more points means a better placement of the offer.

The most economically advantageous tender is the one that gets the highest total number of points. The Contracting Authority shall decide on the selection of the Economic Operator whose tender has been evaluated as the most economically advantageous.





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



Univerzita Palackého  
v Olomouci

In the event of a tie, the tender that will have a lower total bid price in CZK without VAT will be economically more advantageous.

Contracting authority will not evaluate tenders, should it evaluate tender of only one Economic Operator.

## **11. Submission of offers**

### **11.1. Closing date for submission of tenders**

Closing date for submission of tenders offers is **04.12. 2020 at 09:00 a.m.**

Tenders are submitted in electronic form through an electronic tool E-ZAK, as specified by the Contracting Authority, available at <https://zakazky.upol.cz/vz00004112>.

### **11.2 Opening of the tenders**

Opening of electronically submitted tenders means allowing Contracting authority to access its content.

Electronically submitted tenders are opened by Contracting authority after closing date for submission of tenders.

The Contracting authority shall check that the tenders have been delivered within the closing date, that it is authentic and if the data message containing the tender has not been manipulated before it has been opened.

Because tenders can only be submitted electronically via Contracting authority's electronic tool E-ZAK on the public tenders address, opening of the tenders submitted in written form will not be happening.

### **11.3. Variants of offers**

The Contracting authority does not allow variants of tenders.

### **11.4. Joint participation of Economic Operators**

Pursuant to Section 103 (1) f) of the Act Contracting authority requires, that in case of joint participation of Economic Operators, responsibility for fulfilling the tender will be shared equally amongst all of them.



If several Economic Operators submit a joint tender, they shall state in the joint tender which of the participants in the joint tender is authorized to act in the procurement procedure and also the address to which the documents are to be sent to the participants in the joint tender in the procurement procedure. Sending and delivering a document to this address is considered as sending and delivering to each participant in the joint tender.

## **12. Content and form of the offer**

### **12.1 Content of the offer**

Economic Operator's tender will contain a draft of purchase Contract signed by a person authorized to act on behalf or for Economic Operator.

Tender shall also contain other documents required by Act or the Contracting authority, as well as the documents and information proving Economic Operators qualification.

**The submitted tender will have the following structure:**

- The tender cover sheet containing Economic Operator's identification data (Annex No. 1 of this Documentation).
- Documents proving the fulfilment of the qualification,
- A draft of purchase contract signed by a person authorized to act on behalf or for Economic Operator, processed according to the conditions given in this Documentation (Annex No. 4 of this Documentation).
- The guaranteed technical parameters in order to prove the fulfilment of the Contracting authority's requirements specified in this Documentation and the precise (specific) designation of the offered goods.
- Calculation of the offer price.

### **12.2 Form of the tender**

Economic Operator may submit only one tender.

Economic Operator which submitted tender to the tender proceedings, cannot be at the same time a person, by which other Economic Operator is proving qualification, in accordance with Section 107 (4) of the Act.

If Economic Operator submits more than one tender individually or together with other Economic Operators, the Contracting authority shall, pursuant to Section 107 (5) of the Act, exclude this Economic Operator from further participation in the tender proceedings.

**The offer will be submitted in written form, electronically, in Czech, Slovakian or English language.**



## **13 Communication between the Contracting authority and Economic Operator**

In the communication between the Contracting authority and Economic Operator, the confidentiality of the tenders and the completeness of the data contained therein must not be compromised. Contracting authority must not be allowed access to the content of tenders before the closing date set for their submission.

If more than one Economic Operator submits a joint tender, they are obliged to state in their tender the address for delivery of the Contracting Authority's documents. Sending a document to this address is considered to have been sent by the Contracting Authority to all participants in the joint tender. However, the Contracting Authority has the right to send a document to each Economic Operator of the joint tender separately.

## **14. Award criteria**

No persons other than the Contracting authority were involved in the preparation of the Documentation under Section 36 (4) of the Act.

This Documentation does not contain information that are 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 tender proceeding in accordance with the Act,
- to verify the data submitted in the tender.

### **15.2. The Annexes**

The following Annexes form an integral part of this Documentation:

Annex 1: Offer Cover Sheet

Annex 2: exemplar of written affidavit regarding excise duty

Annex 3: exemplar of written affidavit in relation to payments and penalties for public health insurance

Annex 4: draft of the purchase contract



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

  
MINISTERSTVO ŠKOLSTVÍ,  
MLÁDEŽE A TĚLOVÝCHOVY



Univerzita Palackého  
v Olomouci

In Olomouc 02/11/2020

UNIVERZITA PALACKÉHO v OLOMOUCI  
rektorát  
Křížkovského 8, 771 47 Olomouc

prof. Mgr. Jaroslav Miller, M.A., Ph.D.  
rektor Univerzity Palackého v Olomouci



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



Univerzita Palackého  
v Olomouci

**Annex No. 1 of the Documentation**

Offer Cover Sheet			
for public supply contract awarded in open procedure in accordance with provisions of Section 56 of Act No. 134/2016 Coll., Public Procurement Act, In its effective form, as amended			
Name:	„LF/UMTM - Restoration of a confocal microscopy device integrated into a robotic platform“		
Contracting authority:			
Name:	Palacký University in Olomouc		
Seat:	Křížkovského 511/8, 771 47 Olomouc, Czech Republic		
Rector:	prof. Mgr. Jaroslav Miller, M.A., Ph.D.		
Economic Operator:			
Name:			
Seat:			
Tel./fax:			
E-mail:			
Identification number:		Tax identification number:	
Person authorized to act on behalf or for Economic Operator:			
Offer price in CZK			
Total offer price without VAT:		VAT:	Total offer price including VAT:
Total offer price			
Person authorized to act on behalf or for Economic Operator			
Signature of Person authorized to act on behalf or for Economic Operator	.....	stamp	
Title, name, surname			



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



Univerzita Palackého  
v Olomouci

**Annex No. 2 of the Documentation:**

**Economic Operator's affidavit  
(tax arrears on excise duty)**

Me (us) signed below, hereby declare that:

According to Section 74 (1) b) of the Act No. 134/2016 Coll., Public Procurement Act, In its effective form, as amended, hereby honestly declare, that there are no payable tax arrears on excise duty either in Czech republic or in our (mine) country of residence and that we meet this criteria of basic qualification for participation in public tender with name:

**„LF/UMTM - Restoration of a confocal microscopy device  
integrated into a robotic platform“**

In.....on .....

-----  
Stamp and signature of Person authorized to act on  
behalf or for Economic Operator

..



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



Univerzita Palackého  
v Olomouci

**Annex No. 2 of the Documentation:**

**Economic Operator's affidavit**  
**(unpaid balance on premiums or on penalties for public health insurance)**

Me (us) signed below, hereby declare that:

According to Section 74 (1) letter b) of the Act No. 134/2016 Coll., Public Procurement Act, in its effective form, as amended, hereby honestly declare, that there is no unpaid balance on payments or on penalties for public health insurance either in Czech republic or country of our (mine) residence and that we meet this criteria of basic qualification for participation in public tender with name:

**„LF/UMTM - Restoration of a confocal microscopy device  
integrated into a robotic platform“**

In.....on .....

\_\_\_\_\_

Stamp and signature of Person authorized to act on  
behalf or for Economic Operator





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



Univerzita Palackého  
v Olomouci

## Annex No. 4 of Documentation

### PURCHASE CONTRACT

#### CONTRACTING PARTIES:

**BUYER:** **PALACKÝ UNIVERSITY IN OLOMOUC**  
Public university established by Act. No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Certain Acts (Act on Higher Education Institutions), 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: **(will be added prior to contract signing)**  
phone nr.: **(will be added prior to contract signing)**  
e-mail: **(will be added prior to contract signing)**  
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 Economic Operator)**  
Office: **(to be completed by Economic Operator)**  
Registration in Companies Register: **(to be completed by Economic Operator)**  
Statutory body: **(to be completed by Economic Operator)**  
Person authorized to act in contractual matters: **(to be completed by Economic Operator)**  
Person authorized to act in technical matters: **(to be completed by Economic Operator)**  
Ident. no.: **(to be completed by Economic Operator)**  
Tax Ident. no.: **(to be completed by Economic Operator)**  
Bank contact: **(to be completed by Economic Operator)**  
Account no.: **(to be completed by Economic Operator)**

**(hereinafter referred to as “Seller”)**

are closing on the bellow stated day, month and year according to provision of Section 2079 et seq. 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: Modernization of the



National Infrastructure for Chemical Biology“, reg. nr. CZ.02.1.01/0.0/0.0/18\_046/0016118, within Operational Programme Research, Development and Education.

The Buyer and the Seller enter into this contract due to the fact, that the Seller's offer was selected by the Buyer in the tender procedure entitled "**LF/UMTM - Restoration of a confocal microscopy device integrated into a robotic platform** " as the most suitable offer.

## I. Subject of the fulfillment

1. The Seller undertakes, under this contract, to deliver to the Buyer (to be completed by Economic Operator), (hereinafter referred to as the "Goods") in type, 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 Section 2093 of the Civil Code. Both parties to this contract agreed that Section 2099 subsection (2) of the Civil Code will not be applied.
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 rights to it, carry out the installation of the goods, provide the training to the Buyer's staff by qualified worker, 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 in time agreed to 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, 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 compliance with technical parameters given in this contract, the training of the Buyer's staff by a qualified employee within the scope of Article V paragraph 2 of this Contract, no later than 100 days after the effective date of this Contract.
2. Place of delivery: Room 2.30, Institute of Molecular and Translation Medicine, Faculty of Medicine and Dentistry, Palacký University Olomouc, Hněvotínská 1333/5, 779 00 Olomouc, Czech Republic. Person authorised to take over the delivery on the basis of a handover protocol: *will be added prior to contract signing*, or a person authorised by him/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 in the amount of (to be completed by Economic Operator) CZK without VAT, VAT in the amount of (to be completed by Economic Operator) CZK, total price in the amount of (to be completed by Economic Operator) CZK incl. VAT.

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. Payment for the delivery of the Goods shall be made on the basis of a duly issued tax document (invoice), including all the requisites, within the due date of 30 calendar days from the date of the provable delivery to the Buyer. The invoice will be issued by the Seller at the earliest after delivery of the Goods, its proper and complete installation, delivery of legal documents, performance of all tests verifying compliance with technical parameters given by this Agreement, initial basic operator training within the scope of Article V. paragraph 2 of this Agreement, which will be confirmed by a written protocol on the delivery and installation of the Goods. Proof of the proper fulfillment of the obligations stated in the previous sentence by the Seller is a written dated handover protocol provided with the signatures of the authorized persons of both contracting parties to act in technical matters.

2. Each 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



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



Univerzita Palackého  
v Olomouci

the invoice. Each invoice issued will bear the number of this contract, and name and number of the project.

3. If any 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 of 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.

## **V. Installation and training of the staff**

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 No. 1 of the contract).

2. The Seller undertakes to provide basic operator training, which is a condition for the due handover and reception of the device within the following scope:

- The basic training of the Buyer's staff on how to operate the delivered goods, for at least 3 Buyer's employees, in scope of at least one day, 8 hours. The training must be led by qualified service technician or application specialist.

3. All trainings shall take place at the place, where delivered goods have been installed, 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 Economic Operators of the accessories) are paid for by the Seller.

## **VI. The Seller's responsibility for defects**

1. The seller provides a quality guarantee for the goods according to § 2113 et seq. Act No. 89/2012 Coll., Civil Code, as amended, for a period of 24 months from the date of signing the handover protocol pursuant to Article IV. paragraph 1 of this Contract.



2. Seller guarantees promptness of service in the warranty period, ie. travel to the place of installation, conducting detection of defects and discussing the necessary service operations with person authorized by the Buyer to act in technical matters, during warranty period no later than within 10 workdays from the day of report of the defect, by visit from service technician. During the warranty period, the respective defects shall be removed within 15 work at the latest after the day of the start of the defect removal, unless otherwise agreed in writing by persons authorized by contracting parties to act in technical matters. The seller is obliged to provide repairs in the place of delivery, shall that be technically impossible, seller shall take over the „faulty part“ of the goods in order to repair it after signing a written protocol, 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 therefore entitled to withdraw from the contract for defects or demand the delivery of new goods, regardless of whether he can return the goods, or return them in the condition in which they were received.

3. Seller also undertakes to perform free full service of the delivered equipment and of control and evaluation software, including updates and staff training and regular service inspections prescribed by the manufacturer of the delivered equipment for the entire guarantee period, including all necessary spare parts (free warranty service of delivered goods). Seller further undertakes to provide unlimited and free remote diagnostics and service of the device through remote access and connection to the device. The costs of performing a full guaranty service of the delivered goods form part of the Seller 's offer price. During the warranty period, the seller is obliged to ensure at his own expense all legal inspections of goods.

## **VII. Affirmation of commitment**

1. The Contracting Parties shall, in the event of a breach of the contractual obligation, agree on 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. The Seller undertakes to pay the Buyer a contractual penalty in the amount of CZK 40,000 for each commenced day of delay with the contractually set delivery date as per Article II. paragraph 1 of this Agreement.

3. The seller undertakes to pay the buyer a contractual penalty of CZK 5,000 for each, even commenced day after the expiration of the period for embarkation on repair or repair during the warranty period in accordance with Article VI. of this Agreement, for each individual case.

4. The contracting parties have agreed that § 2050 of the Civil Code shall not apply, ie that contractual penalties are not included in the compensation for any damage incurred, which can be enforced separately in full in addition to the contractual penalty.



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



Univerzita Palackého  
v Olomouci

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 amount 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 overdue. Receivables from the buyer and the seller are canceled with the offsetting of the amount in which they overlap, and these effects occur as soon as the buyer delivers the statement of offsetting 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 this contract.

2. The Buyer reserves the right to publish the contents of the concluded Purchase Contract.

3. This Agreement is governed by the Civil Code and the legal order of the Czech Republic in matters not expressly regulated in it.

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 amend 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 of Act No. 89/2012 Coll., the Civil Code, as amended, to withdraw from this contract in following cases:

- delay of the seller with the delivery of goods longer than 10 days,
- non-compliance with the technical specifications of the goods stated in the seller's offer,
- the seller's delay in starting to eliminate defects by more than ten days,





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



Univerzita Palackého  
v Olomouci

- in the event that the provision of subsidy funds drawn for the implementation of the subject of the contract from the relevant project will be suspended or terminated,
- in the event that the expenses that should be incurred on the basis of this contract will be marked by the provider of subsidy funds or another authorized administrative body as ineligible to be reimbursed from the project subsidy funds

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. With regard to the delivery of items relating to the performance of this Agreement sent by the Seller using the postal service provider, § 573 of the Civil Code shall not apply

9. The Seller acknowledges that this Contract, including all its Annexes, is subject to mandatory disclosure under Act No. 340/2015 Coll., on special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts, as amended.

10. 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., on special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts, as amended.

11. This Purchase Contract is signed electronically.

12. Seller acknowledges, that Buyer is obliged to abide to publicity requirements within structural funds programs, set by European Parliament regulation No. 1303/2013 and publicity rules within OP VVV, on all relevant documents related to the subject of this Contract, in all amendments to this Contract and other documents related to the public tender, from this Contract came up and in this context Seller commits to provide necessary cooperation to the Buyer, that can be fairly demanded.

13. Seller hereby obliges, that all subjects authorized to conduct control of the project, by means of which the subject of this Contract is paid, will be allowed to carry out control of documents related to this subject, during period set by legislation of Czech republic for their archivation (Act No. 563/1991 Coll., on accountancy, in its effective form and Act No. 235/2004 Coll., on value added tax, in its effective form). All outcomes of the contractual relations, where Buyer specifies it, must contain publicity features, in scope of headers of this Contract, unless specified otherwise by Buyer. EU logo, logo of Operational Programme





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



Univerzita Palackého  
v Olomouci

Research, Development and Education (hereinafter referred to as „OP RDE“), as requested by Buyer. Buyer is obliged to provide documents containing correct form of every logo.

14. Seller is obliged to keep all documentation related to subject of this Contract in accordance with the OP RDE rules for at least 2 years from the date of presenting financial statements of OP RDE according to Sect. 140 of European Parliament and Council regulation No. 1303/2013, ie at least until 31. 12. 2033, unless czech legal system specifies longer period. Managing authority of OP RDE, or by it authorized subjects (or other control subjects according to actual legislation) shall have access to these documents upon request.

15. This Agreement shall enter into force on the day of its signing by the last Participant of this Agreement and shall take effect on the day of publication of this Agreement in the Register of Contracts pursuant to Act No. 340/2015 Coll., On the Register of Contracts, as amended. This contract is subject to prior approval by the Board of Directors of Palacký University in Olomouc for its entry into force on the basis of the provisions of § 15 par. 1 letter b) of Act No. 111/1998 Coll., on Higher Education Institutions and Amendments to Other Acts, as amended. This consent was issued by the Board of Directors of Palacký University in Olomouc on (to be completed before signing the contract) .....

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

Annex 1 – Seller's offer dated (to be completed by Economic Operator),

In Olomouc, on .....

In (to be completed by Economic Operator), on  
(to be completed by Economic Operator)

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

.....  
(to be completed by Economic Operator)