



EUROPEAN UNION
European Structural and Investment Funds
Operational Programme Research,
Development and Education



Univerzita Palackého
v Olomouci

PROCUREMENT DOCUMENTATION

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

“IMTM – Cryogenic storage system”

This public procurement is related to realization of project “Investment Development of Large Research Infrastructure BBMRI-CZ”, reg. no. CZ.02.1.01/0.0/0.0/18_046/0015959, within Operational Programme Research, Development and Education.

Identification data of the contracting authority:

Palacký University Olomouc

Legal Address: Křížkovského 511/8, CZ-771 47 Olomouc, Czech Republic

Identification No.: 61989592

Tax Identification No.: CZ61989592

Bank Name: Komerční banka, a.s.

Bank Account No.: 19-1096330227/0100

International Bank Account No. (IBAN): CZ0901000000191096330227

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

Legal Form: public university (according to the Law No. 111/1998 Czech Law Coll.)

Contact person for public contract matters: Mgr. Petra Vopálková

tel.: +420 585 631 118, email: petra.vopalkova@upol.cz

Hereinafter referred to as the "Contracting Authority"

Type of procurement procedure: open procedure

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

Reference to the Contracting Authority public contract:

<https://zakazky.upol.cz/vz00004220>

Procurement documentation is published in full on Contracting Authority profile.

This procurement 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 English.

This public contract 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 for public contract matters (Mgr. Petra Vopálková, email: petra.vopalkova@upol.cz).

1. Classification of the subject of the public contract

Classification of the subject of the public contract for supplies:

Name	Code CPV
Laboratory, optical and precision equipments (excl. glasses)	38000000-5
Refrigerating and freezing equipment	42513000-5
Storage containers	44613400-4

2. Definitions of the subject of the public contract

2.1. Subject of the public contract

The subject of the performance in the public contract involves the supply of the following cryogenic storage system.

Subject of a public contract next to the delivery is also transport, installation, operator onsite 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 device, 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.

The Contracting Authority requires that this must involve completely new, unused equipment.

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 equipment).

2.2. Technical specifications of the subject of the public contract

The system must include all components listed below and must fulfil the following minimal requirements set by the Contracting Authority:

- Temperature: -150 °C, integrated UPS keeps temperature below -100 °C for min. 48 hours without electricity
- Automation: robotic arm under regulated humidity environment for automatic manipulation with samples without personal contact with liquid nitrogen or its vapour
- Automated handling temperature: -80 °C or below
- Capacity: at least 10,000 2 ml tubes
- Format: both tubes and racks
- Identification of samples: integrated barcode/QR code reader
- Throughput: maximally 20 s per sample
- Controls: remote alarm for LN2 (Liquid nitrogen), temperature, sensor, electricity failure and open valve
- Electricity: 230 V/50 Hz, a plug features two round pins of 4.8 mm diameter (19 mm long, centers 19 mm apart) for the line and neutral contacts, plus two flat contact areas on the top and bottom side of the plug for protective earth (ground)
- Pressure of LN2: 0.7/2 bars
- Size: to pass through 90 cm door and to stay in room with 2.75 m ceiling

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 guaranty period, including all necessary spare parts (free warranty service of delivered 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 guaranty service of the delivered goods form part of the Economic Operator's tender price. During the guaranty period, the Economic Operator is obliged to ensure at his own expense all legal inspections of goods.

2.4. Conditions concerning the user support

The tender price must include operator onsite training for the delivered device in the following scope:

Operator onsite training for delivered goods in the minimal scope of 1 working 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 procurement procedure and the signature of the relevant purchase contract.

Delivery time is up to 240 calendar days from the effective day of the purchase contract.

2.6. Place of delivery

Institute of Molecular and Translational Medicine, Faculty of Medicine and Dentistry, Palacký University Olomouc, Hněvotínská 1333/5, CZ-779 00 Olomouc, Czech Republic.

2.7. Responsible procurement

a) The Contracting Authority awards this public contract in accordance with the principles of socially responsible public procurement. In addition to the emphasis on purely economic parameters, socially responsible public procurement also takes into account the related

impacts of the contract, especially in the areas of employment, social and labor rights and the environment.

b) Aspects of socially responsible public procurement are taken into account in commercial and other contractual terms and conditions.

3. Parts of the public contract

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 public 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 unit, where it is not possible to separate individual components. 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 contract

The expected value of the public contract amounts to **10.850.000,00 CZK without VAT**.

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

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

Price for the public contract 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 tender, will be valid throughout the whole procurement proceedings and will include any and all costs of the Economic Operator related to subject of the public contract.

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

The Economic Operator is responsible for providing actual and valid VAT in accordance with valid and effective laws.

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

5.1. Documentation proving the tender price

Economic Operator will declare his tender price by following:

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

5.2 Exceeding the tender price

The tender 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 other contractual terms and conditions

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 offer, draft of purchase contract. Economic Operators draft of purchase contract must respect the binding terms and conditions as defined per Annex 4 of this Documentation.

Economic Operator will only fill in the missing data in the purchase 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 purchase contract draft. In the event when Economic Operator changes other provisions of the purchase contract draft in any way, it will be considered by the Contracting Authority as a breach of the terms of public contract, resulting in exclusion of Economic Operator from further participation in the procurement procedure.

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

7. Qualification of Economic Operator

7.1 Proof of qualification

Economic Operator must proof the qualification 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 provide in his offer evidence of fulfillment of following:

- a) **basic qualification pursuant to Section 74 of the Act,**
- b) **professional qualification pursuant to 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 affirmation or by European Single Procurement Document under Section 86 (2) of the Act. During the procurement 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 procurement procedure.

Where the Act or the Contracting Authority requires a document to be submitted pursuant to the legal order of the Czech Republic, the Economic Operator may submit a similar document in accordance with the legal order of the state where this document is issued; this document shall be submitted along with its translation into the Czech language. Where the Contracting Authority has doubts regarding the correctness of the translation, it may require the submission of a certified translation of the document into the Czech language made by a court appointed interpreter/translator registered in the list of court appointed experts and interpreters/translators. A document in the Slovak language and a certificate of education in the Latin language shall be submitted without a translation. Where pursuant to the relevant legal order the required document is not issued, it may be substituted by an affirmation.

7.2.2 Age of documents

The documents demonstrating basic qualification under Section 74 and professional qualification under Section 77 (1) of the Act shall demonstrate the fulfilment of the required qualification criterion not later than three months before the date of the commencement of the procurement procedure.

7.3. Proving of qualification obtained abroad

Where qualification has been obtained abroad, it shall be proved by documents issued under the law of the country in which it has been obtained and to the extent required by the Contracting Authority.

7.4. Basic qualification

7.4.1. Scope of basic qualification

Pursuant to Section 74 (1) of the Act Economic Operator shall not be qualified if it:

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

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

Where a legal person is a member of the governing body of the Economic Operator, the condition specified in paragraph a) of subsection (1) of the Act shall be met by

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

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

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

7.4.2. Proof of basic qualification

The Economic Operator shall prove that fulfils the basic qualification requirements in relation to the Czech Republic pursuant to Section 74 (1) a) – e) of the Act by submitting:

- a) a copy of an entry in the Criminal Records in respect of Section 74 (1) a) of the Act,
- b) a confirmation from a relevant tax office in respect of Section 74 (1) b) of the Act,
- c) a written affirmation regarding excise duty in respect of Section 74 (1) b) of the Act - see Annex No. 2 to this Documentation,
- d) a written affirmation in relation to payments and penalties of public health insurance in respect of Section 74 (1) c) of the Act - see Annex No. 3 to this Documentation,
- e) a confirmation from a relevant district social security administration in respect of Section 74 (1) d) of the Act,
- 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) of the Act.

If Economic Operator is a person with a seat abroad, fulfillment of the conditions of the basic qualification according to letter a) as per above, is required only in relation to the country of its residence.

7.5. Professional qualification

Pursuant to Section 77 of the Act the Economic Operator shall prove its professional qualification in relation to the Czech Republic by submitting a copy of an entry in the Commercial Register or other similar records provided that registration in such records is required pursuant to another legal regulation.

The Economic Operator is not obliged to submit the documents if legal regulations in the country of its registered office do not require such professional qualification.

7.6. Common provisions governing qualifications

7.6.1 Qualification in the case of joint participation of Economic Operators

In the case of joint participation of Economic Operators, the basic and professional qualifications pursuant to Section 77 (1) of the Act shall be proved by each Economic Operator separately.

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 the List of Approved Economic Operators. Such extract shall replace the document attesting to:

- a) the professional qualification pursuant to Section 77 of the Act to the extent to which the data contained in the extract prove the fulfilment of the professional qualification criteria, and
- b) the basic qualification pursuant to Section 74 of the Act.

The Contracting Authority shall accept an extract from the List of Approved Economic Operators provided that on the last day on which the basic qualification or professional qualification is to be proved, the extract is not older than three months.

In the same manner as using an extract from the List of Approved Economic Operators, the Economic Operator may prove its qualification by submitting a certificate issued in another Member State of the European Union, in which the Economic Operator has its registered office, and which is an equivalent of the extract from the List of Approved Economic Operators.

7.6.3 Proving qualification by a certificate

Economic Operator can prove his qualification according to Section 234 of the Act by certificate issued within an approved 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.

In the same manner as using a certificate, the economic operator may prove its qualification by submitting a certificate issued in another Member State of the European Union, in which the Economic Operator has its registered office, and which is an equivalent to the certificate issued within a System of Certified Economic Operators.

7.7. Changes in qualification of a participant

If the qualification of a participant changes after the submission of documents or affirmation regarding qualification, the participant is obliged to announce such change to the Contracting Authority within five working days and to submit new documents or affirmation of qualification within 10 working days from the announcement of such change; the Contracting Authority may extend these time limits or excuse their default.

7.8. Qualification documents (e-Certis)

In order for qualification to be proved, the Contracting Authority shall require primarily documents registered in the system that helps identify the certificates requested as a proof of qualification (e-Certis).

8. Further conditions for the conclusion of a contract

The Contracting Authority, in accordance with the provisions of Section 104 a) of the Act, requires that selected Economic Operator 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 documents attesting to its qualification where they have not already been made available to it 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 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>.

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 accurate wording of the request without identifying the respective Economic Operator. The written request must be submitted electronically in the Czech, English or Slovak language 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 system E-ZAK. Explanation of the Documentation (without identification of the questioner) shall be provided by Contracting Authority to all other Economic Operators via electronic system E-ZAK.

The Contracting Authority may alter or supplement the award criteria contained in the Documentation in accordance with Section 99 (1) of the Act before the expiry of the time limit for the submission of tenders. An alteration or supplementation of the Documentation shall be published or announced to Economic Operators by the same means as the award criterion that has been altered or supplemented, through the profile of the Contracting Authority.

The Contracting Authority will send an explanation, alteration or supplementation of the Documentation via the contact person for public contract matters.

10. Rules for evaluation of tenders

The tenders of the public contract will be evaluated on the basis of their economic advantageousness.

The economic advantageousness of tenders will be evaluated on the basis of the lowest tender price.

The evaluation of tenders will be performed according to the absolute amount of the total tender price in CZK without VAT for the entire subject of the public contract. Tenders will be ranked in order from lowest to highest tender price. The lowest tender price in CZK without VAT will be evaluated the best.

11. Submission of tenders

11.1. Closing date for submission of tenders

Closing date for submission of tenders is **30. 04. 2021 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/vz00004220>.

11.2 Opening of the tenders

Opening a tender in electronic form shall be understood as granting access to the content of the tender to the Contracting Authority. The Contracting Authority shall open tenders in electronic form after the expiry of the time limit for the submission of tenders.

When opening tenders in electronic form, the Contracting Authority shall check whether the tenders were submitted within the prescribed time limit, whether they are authentic and whether the data message containing the tender has not been tampered with before the opening.

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

11.3. Variants of tenders

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.

12. Content and form of the tender

12.1 Content of the tender

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 and tender price (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 tender price.

12.2 Form of the tender

Economic Operator may submit only one tender.

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 procurement proceedings.

The tender will be submitted in written form, electronically, in Czech, Slovak 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.

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 procurement proceeding in accordance with the Act,
- to verify the data submitted in the tenders.

15.2. The Annexes

The following Annexes form an integral part of this Documentation:

Annex 1: Tender Cover Sheet

Annex 2: Model affirmation regarding excise duty

Annex 3: Model affirmation in relation to payments and penalties of public health insurance

Annex 4: Commercial and other contractual terms and conditions

In Olomouc 19. 03. 2021

UNIVERZITA PALACKÉHO v OLOMOUCI
rektorát
Křížkovského 8, 771 47 Olomouc


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



Annex No. 1

TENDER COVER SHEET			
for public supply contract awarded in the above-threshold regime in open procedure in accordance with provisions of Section 56 of Act No. 134/2016 Coll., Public Procurement Act, as amended			
Name:	„IMTM – Cryogenic storage system“		
Contracting Authority:			
Name:	Palacký University Olomouc		
Seat:	Křížkovského 511/8, CZ 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:			
TENDER PRICE in CZK			
	Total tender price without VAT:	VAT:	Total tender price including VAT:
Total tender 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			



Annex No. 2

Economic Operator's affirmation in relation to tax arrears on excise duty

Me signed below hereby honestly declare that Economic Operator has no payable tax arrears on excise duty either in Czech Republic or in the country of its registered office, According to Section 74 (1) b) of the Act No. 134/2016 Coll., Public Procurement Act, as amended, and that the Economic Operator fulfil this criteria of basic qualification for participation in public contract:

„IMTM – Cryogenic storage system“

In..... On

signature of person authorized to act on behalf or for
Economic Operator



Annex No. 3

Economic Operator's affirmation in relation to payments and penalties of public health insurance

Me signed below hereby honestly declare that Economic Operator has no payable arrears in respect of payments and penalties of public health insurance in the Czech Republic or in the country of its registered office, According to Section 74 (1) c) of the Act No. 134/2016 Coll., Public Procurement Act, as amended, and that the Economic Operator fulfil this criteria of basic qualification for participation in public contract:

„IMTM – Cryogenic storage system“

In..... On

signature of person authorized to act on behalf or for
Economic Operator



Annex No. 4

PURCHASE CONTRACT

CONTRACTING PARTIES:

BUYER: Palacký University 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
Legal Address: Křížkovského 511/8, CZ-771 47 Olomouc, Czech Republic
Rector: *(will be added prior to contract signing)*
Person authorized to act in technical matters: *(will be added prior to contract signing)*
phone no.: *(will be added prior to contract signing)*
e-mail: *(will be added prior to contract signing)*
Identification No.: 61989592
Tax Identification No.: CZ61989592
Bank Name: Komerční banka, a.s.
Bank Account No.: 19-1096330227/0100
International Bank Account No. (IBAN): CZ0901000000191096330227
(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)*
Identification No.: *(to be completed by Economic Operator)*
Tax Identification No.: *(to be completed by Economic Operator)*
Bank Name: *(to be completed by Economic Operator)*
Bank 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”) for of the project: “Investment Development of Large Research Infrastructure BBMRI-CZ”, reg. no. CZ.02.1.01/0.0/0.0/18_046/0015959, within Operational Programme Research, Development and Education.

The Buyer and the Seller enter into this contract due to the fact, that the Seller was selected by the Buyer in the procurement procedure entitled “IMTM – Cryogenic storage system” as the selected economic operator.

I. Subject of the Contract

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 and provide the guarantee 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 240 calendar days after the effective date of this Contract.
2. Place of delivery: Institute of Molecular and Translation Medicine, Faculty of Medicine and Dentistry, Palacký University Olomouc, Hněvotínská 1333/5, CZ-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 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. The Seller **is / is not (to be completed by Economic Operator)** the payer of 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 guarantee 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 and conditions

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 Contract, initial basic operator training within the scope of Article V. paragraph 2 of this Contract, which will be confirmed by a written signed 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 signature of the person authorised to issue the invoice. Each invoice issued will bear the number of this contract and name and reg. 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.
5. The Seller shall ensure proper and timely fulfillment of financial obligations to its subcontractors, where proper and timely fulfillment is considered full payment of invoices issued by the subcontractor for performances provided to the Seller to fulfill obligations under the Contract, always no later than 30 days after receiving payment from the Buyer for specific performance (if the due date of the invoice issued by the subcontractor has not occurred before). The Seller undertakes to transfer the same obligation to other levels of the supply chain and to oblige its subcontractors to fulfill and spread this obligation also to lower levels of the supply chain. The Buyer is entitled to request the submission of documents on payments made to subcontractors and contracts concluded between the

Seller and subcontractors. Failure to fulfill the obligations of the Seller under this agreement of this Contract is considered a material breach of contract with the possibility of withdrawal by the Buyer from this Contract. Withdrawal from this Contract is in such a case effective by delivery of a written notice of withdrawal from the Contract to the other contractual party.

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 tender of the Seller, which forms 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 Goods within the following scope: Operator onsite training for delivered Goods in the minimal scope of 1 working day – 8 hours, for at least 3 persons of the Buyer. The training must be led by a 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 and are included in the purchase price.

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 workdays 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 Goods and of control and evaluation software, including updates and staff training and regular service inspections prescribed by the manufacturer of the delivered Goods for the entire warranty

period, including all necessary spare parts (free guaranty service of delivered Goods). Seller further undertakes to provide unlimited and free remote diagnostics and service of the Goods through remote access and connection to the device. The costs of performing a full guaranty service of the delivered Goods form part of the purchase price. During the warranty period, the seller is obliged to ensure at his own expense all legal inspections of Goods.

VII. Contractual penalties

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 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 20.000,00 for each commenced day of delay with the contractually set delivery date as per Article II. paragraph 1 of this Contract.
3. The Seller undertakes to pay the Buyer a contractual penalty of CZK 5.000,00 for each even commenced day after the expiration of the period for initiation to repair or after the expiration of the period for repair defects during the warranty period in accordance with Article VI. of this Contract, for each individual case.
4. The contracting parties have agreed that § 2050 of the Civil Code shall not apply, ie. 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.
5. The maturity date of the charged contractual penalties is 30 calendar 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 Seller, 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 Seller undertakes to ensure the legal employment of persons in the performance of this Contract and to ensure fair and decent working conditions for the employees participating in the performance of the Contract. Fair and decent working conditions are those working conditions that meet at least the minimum standards set by labor and wage regulations. The Seller is obliged to ensure compliance with the requirements of

this provision of the contract with its subcontractors. Failure to fulfill the obligations of the Seller under this agreement of this Contract is considered a material breach of Contract with the possibility of withdrawal by the Buyer from this Contract. Withdrawal from this Contract is in such a case effective by delivery of a written notice of withdrawal from the Contract to the other contractual party.

3. The Buyer reserves the right to publish the contents of the Contract.
 4. This Agreement is governed by the Civil Code and the legal order of the Czech Republic in matters not expressly regulated in it.
 5. 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.
 6. 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.
 7. The Buyer is entitled in accordance with § Section 2001 of the Civil Code, to withdraw from this Contract in following cases:
 - delay of the Seller with the delivery of Goods longer than 10 calendar days,
 - non-compliance with the technical specifications of the Goods stated in the Seller's tender,
 - the Seller's delay with starting to repara defects longer than 10 calendar days,
 - 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.
8. The Seller is not entitled to cede his rights and obligations under this Contract to a third party without the Buyer's approval.
 9. With regard to the delivery of items relating to the performance of this Contract sent by the Seller using the postal service provider, § 573 of the Civil Code shall not apply
 10. 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.
 11. This Contract shall enter into force on the date of its signature by the last participant of this Contract and become effective as of the date of publication of this Contract by Buyer



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.

12. This Purchase Contract is signed electronically.
13. 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 Operational Programme Research, Development and Education, on all relevant documents related to the subject of this Contract, in all amendments to this Contract and other documents related to the public contract, from this Contract came up and in this context Seller commits to provide necessary cooperation to the Buyer, that can be fairly demanded.
14. 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, as amended). 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 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.
15. 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.
16. The following Annexes form an integral part of this Contract:

Annex No. 1 – Seller's tender dated **(to be completed by Economic Operator)**

In Olomouc, on

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

.....
(will be added prior to contract signing)
rector of Palacký University Olomouc

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