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MINISTRY OF EDUCATION,  
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Palacký University  
Olomouc

**Open invitation to submit tenders for a small-scale public supply contract awarded in a competitive tender procedure in accordance with Sections 27 and 31 of Act No. 134/2016 Coll., on public procurement, as amended**

called:

**"FTK/UPOL - system for monitoring the external and internal load characteristics of sports players in indoor and outdoor conditions"**

*This public contract is related to the implementation of the project " Support of doctoral study programmes at Palacký University in Olomouc", reg. no. CZ.02.01.01/00/22\_012/0006440, within the Jan Amos Komenský Operational Programme.*

**Identification data of the contracting authority:**

Palacký University in Olomouc  
Based: Křížkovského 511/8, 771 47 Olomouc, Czech Republic  
ICKO: 619 89 592  
DIC: CZ 619 89 592  
Banking connection Komerční banka, a.s., branch Olomouc  
Account No: 19-1096330227/0100  
Rector: prof. MUDr. Martin Procházka, Ph.D.  
Legal form of the contracting authority: public university

Contact person in matters of public procurement: Mgr. Petra Jungová, LL.M.  
tel. no.: +420 585 631 008, e-mail: [petra.jungova@upol.cz](mailto:petra.jungova@upol.cz)

(hereinafter referred to as the "Contracting Authority")

**Method of award:** competitive tendering - open call

**Client profile:** <https://zakazky.upol.cz>

**Link to the public contract on the profile of the Contracting Authority:**  
<https://zakazky.upol.cz/vz00005468>



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*This Invitation to Tender (hereinafter referred to as the "Invitation to Tender" or "Invitation") is prepared as a basis for the submission of tenders by Suppliers in the context of the tender procedure for the award of a small-scale public supply contract in accordance with Sections 27 and 31 of Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the "Act").*

*However, this procurement is not governed by the Act.*

*This public contract is governed by the Rules for the award and control of public contracts, effective from 01.12.2023, issued by the Managing Authority of the Operational Programme Jan Amos Komenský (hereinafter referred to as "the Rules").*

*This Invitation to Tender contains the full terms and conditions for the award of the public contract, which are also published in full on the profile of the Contracting Authority.*

*This public contract is awarded electronically using a certified electronic tool pursuant to Section 213 of the Act available at <https://zakazky.upol.cz>.*

*The Procuring Entity draws the Supplier's attention to the fact that in order to make full use of all the possibilities of the E-ZAK electronic tool, it is necessary to register the Supplier in this electronic tool. The Supplier is always responsible for the proper and timely familiarisation with the documents sent by the Contracting Authority via the E-ZAK electronic tool as well as for the correctness of the contact details provided by the Supplier. All documents sent via the E-ZAK electronic tool shall be deemed to have been duly delivered on the date of their delivery to the user account of the addressee of the document in the E-ZAK electronic tool.*

*The terms and conditions and information regarding the E-ZAK electronic tool are available in the User Guide at: <https://zakazky.upol.cz>. The Contracting Authority recommends that you study it early and check the software settings on your computer before submitting your tender.*

*Answers to any questions concerning the user control of the E-ZAK electronic tool will also be provided by the contact person of the Contracting Authority (Mgr. Petra Jungová, LL.M., e-mail: [petra.jungova@upol.cz](mailto:petra.jungova@upol.cz)).*

## **1 Subject of the public contract**

### **1.1 Subject of the public contract**

The subject of the public contract is a system for monitoring the characteristics of external and internal load of sports players in indoor and outdoor conditions.

In addition to the delivery itself, the subject of the public contract is also transport, installation, training of the operator and provision of warranty service. Detailed technical specifications are given below, see Article 1(1.2) of this invitation to tender.



## 1.2 Technical conditions

The customer requires new, unused, unrestored goods.

The delivery shall include all necessary equipment to enable the complete installation of the complete required equipment, without further intervention and cost on the part of the Employer to achieve all parameters required by the Employer in this Invitation.

All equipment must meet all requirements based on technical and safety standards applicable in the Czech Republic for this type of device. Part of the performance is the delivery of complete documentation for the equipment.

The Supplier is obliged to guarantee the offered technical parameters within the framework of the public contract and to provide the exact designation of the offered goods, including their technical parameters, in order to verify compliance with the requirements of the Contracting Authority.

In the that the Supplier's offered performance does not meet the technical conditions specified in this Invitation to Tender, the Supplier will be excluded from the tender.

If this Invitation, including any of its annexes, contains requirements or references to trade names, names or surnames, specific designations of products and services that are characteristic of a particular entrepreneur or its organizational unit, patents for inventions, utility models, industrial designs, trademarks or appellations of origin, the Procuring Entity shall allow the use of other equivalent solutions.

### **The equipment must contain the following components and must also meet the following minimum requirements of the Contracting Authority:**

The system for advanced monitoring of the external and internal load characteristics of sports players in indoor and outdoor environments consists of integrated vests and chips and software for online monitoring and record processing

The system must enable/include:

- measurement of the player's position;
- measurement of so-called micro movements such as acceleration, deceleration, changes of direction, jumps and collisions independently of GPS, i.e. also as an indoor variant;
- measure more than 1,000 parameters, 150 in real time;
- connection to the LPS (local positioning system);
- creation of weekly, monthly and long-term reports;
- Segmentation and analysis of individual time periods (e.g. a specific section of the game or individual sprints);
- heart rate measurement via chest vests (no chest belt required);
- individual setting of heart rate zones;
- individual speed zone settings, allowing you to simultaneously monitor absolute and relative values in relation to the maximum values;



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- monitoring the ratio between acute and chronic load for most parameters;
- individual, post and team analysis;
- tracking the so-called worst case scenario (i.e. the system itself identifies the most intense parts of the game);
- Tracking running symmetry and football movement profile;
- real-time performance monitoring via tablet, mobile phone and smartwatch (note: tablet, mobile phone and smartwatch are not part of the subject matter);
- data export to PDF and Excell
- API connectivity for data sharing;
- setting "tresholds" as player thresholds and tracking them in real time;
- parameters for ice hockey, basketball, tennis and possibly other sports.

Other conditions:

- Support response within 2 hours online during working hours (from 8:00 AM to 4:30 PM) from the time of request submission.

Technical parameters:

- At least 10Hz GPS;
- 2 satellite systems;
- 3D accelerometer, gyroscope and magnetometer.

### **1.3 Estimated value of the public contract**

The estimated total value of the public contract is **25.200,- EUR without VAT**.

### **1.4 Delivery time**

The deadline for performance of the public contract is conditional on the proper completion of the tender procedure and the signing of the relevant purchase contract. The delivery period is a maximum of 30 calendar days from the entry into force of the relevant purchase contract.

### **1.5 Place of performance**

Palacký University in Olomouc, Faculty of Physical Culture - Department of Sport, Hynaisova 555/9, Nová Ulice, 779 00 Olomouc, Czech Republic.

### **1.6 Quality and service guarantee**

The Supplier will provide a guarantee for the quality of performance for 24 months, and will also guarantee the speed of service intervention during the warranty period within 5 working days from the date of reporting the defect by visiting the service technician. Individual defects within the guarantee period must be rectified within 30 working days of the date of commencement of the rectification, unless otherwise agreed in writing by the persons authorised in technical matters on behalf of the parties.

The Supplier undertakes to carry out a free full service of the delivered goods during the



warranty period. The cost of the full service of the goods delivered under warranty shall form part of the Supplier's tender price.

### **1.7 User Support Terms and Conditions**

The offer price must include basic training of the operator of the equipment to be delivered, which is a condition for the proper handover and acceptance of the goods in the following scope:

Initial training of the operator of the delivered equipment including accessories in the scope of at least 1x5 hours for at least 2 persons from the side of the Customer, which is a condition for proper handover and acceptance of the equipment. Professionally qualified service technicians or application specialists will conduct the initial operator training, which will include:

- switching on/off the device including accessories
- Routine checking of the operating parameters of the equipment
- basic fault detection methodologies

All training shall take place at the place of installation of the equipment, unless otherwise agreed in writing by persons authorized to act on behalf of the parties in technical matters. The exact date of training shall be agreed well in advance by the person authorised to act for the Contracting Authority in technical matters.

All costs associated with the above training (including the stay of the service technician and application specialist) shall be borne by the selected Supplier.

### **1.8 Parts of a public contract**

The public contract is not divided into parts.

## **2 Terms and Conditions**

The Supplier is obliged to submit a draft contract as an integral part of its tender. The Supplier's draft contract must respect the binding commercial terms and conditions set out in Annex 3 to this Invitation to Tender

The Supplier shall only fill in the missing data in the Binding Terms and Conditions, which are highlighted and marked with a comment **(to be completed by the Supplier)**. The Supplier may not change the wording of the other provisions of the Binding Commercial Terms and Conditions. If the Supplier modifies the other provisions of the BTC in any way, this shall be considered by the Contracting Authority as a breach of the Tender Conditions with the consequence that the Supplier shall be excluded from further participation in the Tender.



In accordance with the above requirements, the Supplier shall mark the completed Binding Commercial Terms and Conditions as a draft contract and insert it, signed by a person authorised to act on behalf of the Supplier, in the tender.

### 3 Qualification of Suppliers

The supplier must prove its qualifications no later than the deadline for submission of tenders, otherwise it will be excluded from the tender procedure.

**Qualification shall be demonstrated by the Supplier demonstrating compliance with**

- a) basic eligibility,
- b) professional competence.

#### 3.1 Proof of basic competence

The Supplier shall demonstrate basic eligibility by submitting **an affidavit**, the text of which is attached as Annex 2 to this Invitation to Tender.

#### 3.2 Proof of professional competence

Professional competence shall be demonstrated by the Supplier submitting a copy of **an extract from the Commercial Register** or other similar register, if another legal regulation requires entry in such register - **the document must not be older than 3 months before the date of opening of the tender procedure.**

### 4 Evaluation of offers

Tenders will be evaluated on the basis of their economic merit.

**The cost-effectiveness of tenders will be evaluated on the basis of the lowest tender price**

The evaluation will be carried out according to the absolute amount of the total tender price in EUR excluding VAT for the entire subject of the public contract. The tenders will be ranked in order from the lowest to the highest tender price. The lowest tender price in EUR, excluding VAT, will be evaluated most favourably.

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

The tender price shall be the full and not to exceed price submitted by the Supplier pursuant to this Invitation. The tender price shall be quoted **in EUR excluding VAT**.

The price for the subject of the public contract will be a full and not exceedable price, will be determined on the basis of the offer, will be valid for the entire period of implementation of the subject of the public contract and will include all costs incurred by the Supplier in connection with the subject of the public contract.





## 5.1 Documents proving the tender price

The supplier shall prove his tender price by submitting the following information:

- by entering the total offer price in the draft purchase contract (Annex 3 to this invitation to tender),
- by indicating the total tender price in the tender cover sheet (Annex 1 to this invitation to tender).

**In the event of a discrepancy between the tender price indicated in the tender cover sheet and the tender price indicated in the draft contract, the price indicated in the draft contract shall be deemed to be the tender price.**

## 6 Submission of tenders

### 6.1 Deadline for submission of tenders

The deadline for the submission of electronic tenders is **March 26, 2025, at 09:00 AM**. **Tenders shall be submitted in electronic form through the electronic tool E-ZAK, specified by the Contracting Authority and available at <https://zakazky.upol.cz/vz00005468>.**

### 6.2 Opening of offers

Opening of the tender in electronic form means making its contents available to the Contracting Authority.

Tenders in electronic form shall be opened by the Contracting Authority after the deadline for submission of tenders.

When opening tenders in electronic form, the contracting authority shall check that the tender has been delivered within the time limit and that it has not been tampered with before opening.

As tenders are submitted exclusively in electronic form via the electronic tool E-ZAK at the address of the public contract, there will be no opening of envelopes with tenders submitted in paper form.

## 7 Variants of offers

The Contracting Authority does not accept variations of tenders in advance.

## 8 Content and form of the offer

### 8.1 Content of the offer

**The tender will be submitted in the following structure:**

- a tender cover sheet with the Supplier's identification data and the tender price (Annex 1 to this Invitation to Tender),



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- documents to prove the Supplier's qualifications,
- a proposal for a purchase contract signed by a person authorised to act on behalf of the Supplier, prepared in accordance with the binding terms and conditions set out in this Invitation (Annex 3 to this Invitation),
- documenting the technical specification and guaranteed technical parameters for the offered subject of the public contract, including the exact (specific) designation of the offered goods,
- calculation of the offer price,
- Affidavit of the Supplier, signed by a person authorised to act on behalf of the Supplier (Annex 2 to this Invitation).

## 8.2 Form of offer

A supplier may submit only one tender.

If a Supplier submits more than one tender, either individually or jointly with other Suppliers, the Procuring Entity shall exclude such Supplier from the tender.

**The tender shall be submitted in writing in electronic form, in the Czech, English or Slovak language.**

## 9 **Publication of the Supplier selection notice and Supplier exclusion notice**

The Contracting Authority reserves the right to publish a notice of the selection of the Supplier on its profile. In such a case, the Supplier selection notice will be deemed to have been delivered to all tenderers at the moment of publication on the Procuring Entity's profile.

The Contracting Authority reserves the right to publish a notice of exclusion of the Supplier on its profile. In such a case, the Supplier's exclusion notice will be deemed to have been delivered to all tender participants at the moment of publication on the Procuring Entity's profile.

## 10 **Provision of the Invitation to Tender**

The Contracting Authority provides unrestricted and direct remote access to this Invitation in its entirety, including all attachments, via the electronic tool E-ZAK at the address of the Contracting Authority's Profile: <https://zakazky.upol.cz>.

## 11 **Providing clarification of the terms of reference and amending or supplementing the terms of reference**

The Supplier is entitled to request the Contracting Authority to clarify the terms of reference in writing. The written request must be made in Czech or Slovak and must be received by the Contracting Authority no later than 4 working days before the deadline for submission of tenders.





The contracting authority shall publish, send or forward the clarification of the tender specifications, or related documents, as appropriate, no later than 2 working days after receipt of the request referred to in the preceding paragraph. If the contracting authority provides an explanation in response to a request for clarification that is not received in time, it does not have to comply with the time limit referred to in the preceding sentence. If the request for clarification of the specifications is received in time and the Contracting Authority does not publish, send or transmit the clarification within 2 working days, it shall extend the deadline for submission of tenders by at least as many working days as the time elapsed between the receipt of the request for clarification of the specifications and the publication, sending or transmission of the clarification.

The Contracting Authority shall publish the clarification of the terms and conditions without identifying the Supplier who requested the clarification, including the exact wording of the request pursuant to paragraph 1 of this Article, including the exact wording of the request, in the same way as it published the notice of this Invitation, i.e. via the E-ZAK tool.

The Contracting Authority may also provide an explanation of the tender conditions without a prior request via the E-ZAK tool.

The Tender Conditions contained in this Invitation to Tender may be amended or supplemented by the Procuring Entity before the deadline for submission of tenders. The amendment or supplement to the Tender Conditions must be published on or notified to the Suppliers in the same way as the amended or supplemented Tender Condition, i.e. via the E-ZAK tool.

If the nature of the supplement or amendment to the tender conditions so requires, the Contracting Authority shall at the same time extend the deadline for submission of tenders accordingly. In the case of such an amendment or supplement to the terms of reference which may extend the range of possible tenderers, the Contracting Authority shall extend the time limit so that it is at least its full original length from the time of publication or notification of the amendment or supplement to the terms of reference.

## 12 Requirements for the person of the Supplier

### 12.1 Requirements resulting from Act No. 159/2006 Coll.:

Pursuant to Section 4b of Act No. 159/2006 Coll., on Conflict of Interest, as amended, the contracting authority is prohibited from awarding a public contract to a supplier that is a company in which a public official referred to in Section 2(1)(c) of the Act or a person controlled by him/her owns a share representing at least 25% of the shareholder's participation in the company.

For this reason, the Procuring Entity requires the Supplier to declare on oath that it is not a Supplier to whom the above prohibition would apply. The Supplier shall therefore submit an affidavit in its tender, see Annex 2 to this invitation to tender.

### 12.2 Requirements in relation to the SITUATION WITH REGARD TO SANCTIONS ADOPTED BY THE EU AGAINST RUSSIA AND BELORUS (e.g. Council Regulation 269/2014 or 208/2014 or 765/2006):

The Contracting Authority shall require the Supplier to declare on oath that neither the Supplier



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nor the Supplier with whom it may be submitting a joint tender, nor any of its subcontractors, is a person, entity or body listed in the EU Sanctions List in the Annexes to these Regulations or otherwise a sanctioned person. The supplier shall therefore submit an affidavit in its tender, see Annex 2 to this invitation to tender.

## 13 Other conditions

### 13.1 Rights of the Contracting Authority

The contracting authority reserves the right to:

- verify the information in the tenders,
- exclude the Supplier in accordance with the procedure set out in the Rules,
- cancel the selection procedure in accordance with the Rules.

The Contracting Authority, in its capacity as a personal data controller, hereby informs the participants of the tender procedure about the processing of personal data for the purpose of the tender procedure according to the Act and the Rules, in accordance with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR"). The Procuring Entity may process personal data of the Suppliers and their subcontractors (from among natural persons doing business), members of statutory bodies and contact persons of the Suppliers and their subcontractors, persons through whom the Supplier's qualification is demonstrated, members of the Supplier's implementation team and beneficial owners of the Supplier in the framework of the implementation of the Tender. The Contracting Authority will process personal data only to the extent necessary for the implementation of the tender procedure and only for the period of time provided for by the law and the rules of the relevant project. Data Subjects are entitled to exercise their rights under Articles 13 to 22 of the GDPR in writing at the address of the Contracting Authority's registered office.

Suppliers shall not be entitled to reimbursement of costs associated with participation in the tendering procedure.

### 13.2 Attachments

Annexes are an integral part of this Call:

**Annex 1 Tender Cover Sheet**

**Annex 2 Supplier's Affidavit**

**Annex 3 Binding Terms and Conditions**



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All documents are available in electronic form.

In Olomouc

11. 03. 2025

UNIVERZITA PALACKÉHO v OLOMOUCI  
rektor  
Křížkovského 8, 771 47 Olomouc

.....  
prof. MUDr. Martin Procházka, Ph.D.  
Rector of Palacký University in Olomouc



Annex 1 of the Call for Proposals

TENDER COVER SHEET			
small-scale public supply contract put out to competitive tender			
<b>Title:</b>	<b>"FTK/UPOL - system for monitoring the external and internal load characteristics of sports players in indoor and outdoor conditions"</b>		
<b>Contracting Authority</b>			
<b>Title:</b>	Palacký University in Olomouc		
<b>Headquarters:</b>	Křížkovského 511/8, 771 47 Olomouc		
<b>ID:</b>	61989592		
<b>Person authorised to act on behalf of the Contracting Authority:</b>	prof. MUDr. Martin Procházka, Ph.D., Rector		
<b>Supplier</b>			
<b>Title:</b>	<i>(to be completed by the Supplier)</i>		
<b>Headquarters/place of business:</b>	<i>(to be completed by the Supplier)</i>		
<b>Tel.:</b>	<i>(to be completed by the Supplier)</i>		
<b>E-mail:</b>	<i>(to be completed by the Supplier)</i>		
<b>ID:</b>	<i>(to be completed by the Supplier)</i>	<b>TIN:</b>	<i>(to be completed by the Supplier)</i>
<b>Person authorized to act for the Supplier:</b>	<i>(to be completed by the Supplier)</i>		
<b>Tender price in EUR without VAT</b>			
<i>(to be completed by the Supplier)</i>			
<b>Person authorised to act on behalf of or for the Supplier</b>			
<b>Caption:</b>	.....		
<b>Title, first name, last name:</b>	<i>(to be completed by the Supplier)</i>		



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## Annex 2 of the Call for Proposals

### SUPPLIER'S AFFIDAVIT

for participation in a tender procedure for a small-scale public contract for supplies awarded in accordance with Sections 27 and 31 of Act No. 134/2016 Coll., on public procurement, as amended, entitled:

#### **"FTK/UPOL - system for monitoring the external and internal load characteristics of sports players in indoor and outdoor conditions"**

I (we), the undersigned, do solemnly declare that the Supplier **(to be completed by the Supplier)**, having its registered office at **(to be completed by the Supplier)**, registration number: **(to be completed by the Supplier)**:

1. meets the **basic eligibility** and is therefore an eligible Supplier who:

- a) has not been convicted of a criminal offence listed in Annex 3 to Act No. 134/2016 Coll., on Public Procurement, as amended, or a similar offence under the law of the country of the Supplier's registered office in the country of its registered office within the last 5 years prior to the commencement of the procurement procedure; convictions that have been dismissed shall not be taken into account,
- b) has no tax arrears due in the Czech Republic or in the country of its registered office,
- c) does not have any outstanding arrears of insurance premiums or penalties for public health insurance payable in the Czech Republic or in the country of its registered office,
- d) does not have any arrears of social security contributions or penalties payable in the Czech Republic or in the country of its registered office,
- e) it is not in liquidation, has not been subject to a bankruptcy order, has not been placed under receivership under any other law, or is not in a similar situation under the law of the country of the Supplier's domicile.

2. meets **professional competence** within the scope of an extract from the Commercial Register, if entered in it, or an extract from another similar register, if entered in it.  
The Supplier attaches a copy of the statement in question.

3. **Declaration to demonstrate the absence of a conflict of interest:**

The Supplier hereby declares that there is no conflict of interest, both with respect to:





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- a) 159/2006 Coll., on Conflict of Interest, as amended, i.e. the Supplier declares that neither he himself nor the Supplier with whom he may submit a joint bid is a Supplier according to the diction of § 4b<sup>1</sup> of this Act, so to
- b) diction within the meaning of Section 44 of Act No. 134/2016 Coll., on Public Procurement, as amended, i.e. confirms that no employee of the Contracting Authority or member of the statutory body of the Contracting Authority, statutory body of the Contracting Authority, member of the governing body of the Contracting Authority, member of the project implementation team or person participated in the preparation of its offer, who participated in the award of the contract in question on the basis of a contractual relationship and that he is not directly or indirectly affected by a conflict of interest in the tender procedure in relation to the Contracting Authority or to the entities involved in the preparation of this tender procedure, as well as that he has no special connection with these persons (e.g. property, personnel, etc.).

**4. Statement in relation to the SITUATION WITH REGARD TO SANCTIONS ADOPTED BY THE EU AGAINST RUSSIA AND BELORUS (e.g. Council Regulation 269/2014 or 208/2014 or 765/2006):**

The Supplier declares that neither it, nor the Supplier with whom it may be submitting a joint tender, nor any of its subcontractors, is a person, entity or body listed in the EU Sanctions List in the Annexes to these Regulations or otherwise a sanctioned person.

The supplier further declares that the offered performance is not subject to EU sanctions.

*By signing this declaration, the Supplier confirms the truthfulness and accuracy of all the information given in this affidavit in its entirety.*

On **(to be completed by the Supplier)** on **(to be completed by the Supplier)**

**(to be completed by the Supplier)**

signature of an authorised person for the Supplier

**(to be completed by the Supplier)**

<sup>1</sup> A company in which a public official (i.e. a member of the Government or the head of another central administrative authority not headed by a member of the Government) or a person controlled by him/her owns a share representing at least 25% of the shareholder's participation in the company may not participate in procurement procedures under the Public Procurement Act as a participant or subcontractor through which the supplier demonstrates qualification. (The contracting authority is obliged to exclude such a company from the procurement procedure. The contracting authority may not award a small-scale public contract to the company referred to in the first sentence; such an act is null and void.)





### Annex 3 of the Call for Proposals

The Supplier is obliged to submit a draft contract as an integral part of its tender. The Supplier's draft contract must comply with the following binding commercial terms and conditions:

## PURCHASE AGREEMENT

### CONTRACTING PARTIES

**BUYERS:** **Palacky University in**  
public higher education institution established by Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments and Supplements to Certain Acts (Act on Higher Education Institutions), as amended  
with registered office: Křížkovského 511/8, 771 47 Olomouc, Czech Republic  
Rector: prof. MUDr. Martin Procházka, Ph.D.  
person authorised to act in technical matters: *(to be completed before signing this contract)*  
tel. no.: *(to be added before signing this contract)*  
e-mail: *(to be completed before signing this contract)*  
ID: 61989592  
TIN: CZ61989592  
bank connection: Komerční banka, a.s., branch Olomouc  
Account no: 19-1096330227/0100  
(hereinafter referred to as the "Buyer") on the one hand

a

**SELLERS:** *(to be completed by the Supplier)*  
with registered office: *(to be completed by the Supplier)*  
registration in the Commercial Register: *(to be completed by the Supplier)*  
statutory body: *(to be completed by the Supplier)*  
person authorised to act in contractual matters: *(to be completed by the Supplier)*  
person authorised to act in technical matters: *(to be completed by the Supplier)*  
tel. no.: *(to be completed by the Supplier)*  
e-mail: *(to be completed by the Supplier)*  
ID: *(to be completed by the Supplier)*  
TIN: *(to be completed by the Supplier)*  
bank connection: *(to be completed by the Supplier)*  
Account no: *(to be completed by the Supplier)*  
(hereinafter referred to as the "Seller") on the other hand

enter into the following purchase contract (hereinafter referred to as the "Contract") on the date, month and year indicated below pursuant to the provisions of Section 2079 et seq. of Act No.



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89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), within the framework of the project: " *Support of doctoral study programmes at Palacký University in Olomouc*", reg. no. CZ.02.01.01/00/22\_012/0006440, within the Jan Amos Komenský Operational Programme.

The Purchaser and the Seller enter into this Agreement as a result of the fact that the Seller has been selected by the Purchaser in the tender procedure **entitled "FTK/UPOL - System for monitoring the characteristics of external and internal load of sports players in indoor and outdoor conditions"** as the supplier for this public contract.

## I. Subject of performance

1. The subject of purchase under this contract is **(to be completed by the Supplier)** (hereinafter referred to as the "Goods") in the type, quantity, quality and design according to the specification, which forms an integral part of this contract as Annex 1. The Seller shall not be entitled to deliver to the Buyer a larger quantity of the Goods within the meaning of Section 2093 of the Civil Code. The Parties have agreed that Section 2099(2) of the Civil Code shall not apply.
2. The Seller undertakes to hand over to the Buyer the goods specified in Annex 1 to this contract under the terms and conditions agreed in this contract and to enable the Buyer to acquire ownership of the goods, including their installation, training of the Buyer's users by a qualified employee and to provide warranty service of the goods under the terms and conditions set forth in this contract.
3. The Buyer undertakes to accept the goods and to pay the agreed purchase price for them in the manner and within the period agreed in this contract.
4. The delivery of the subject of the Contract includes transport to the place of delivery and delivery of legal documents (Declaration of Conformity or CE certificate, user manual in Czech or English).
5. The Seller assures that the goods are free from defects in accordance with § 2103 of the Civil Code.
6. The goods must be fully functional, new, unused, unrestored, without any additional costs on the part of the buyer.

## II. Time 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 for the goods, the performance of all tests verifying compliance with the technical parameters given in this contract, commissioning and initial training of the Buyer's users by a qualified employee in the scope of Article V. paragraph 2 of this contract no later than 30 calendar days after the entry into force of this contract.



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2. Place of delivery: the Palacky University in Olomouc, Faculty of Physical Culture - Department of Sport, Hynaisova 555/9, Nová Ulice, 779 00 Olomouc, Czech Republic. *(to be added before signing this contract)* or a person authorized by the buyer.

3. The Parties have agreed that the provisions of Sections 2126 and 2127 of the Civil Code on self-sale shall not apply in the event of default by the Buyer in taking delivery of the goods.

### III. Purchase price

1. The total purchase price of the goods is **(to be completed by the Supplier)** EUR excluding VAT. The Seller **is/is not (to be completed by the Supplier)** a VAT payer.

2. The purchase price includes all costs associated with the delivery of the goods and the Seller's profit associated with the delivery of the goods (in particular, transport of the goods to the place of delivery, customs duty, insurance, installation of the goods, delivery of all legal documents for the goods, commissioning, training of the Buyer's users by a qualified employee, complete provision of warranty service).

3. The purchase price is agreed as a fixed, maximum and maximum price and includes all costs associated with the delivery of the goods.

4. The Seller is responsible for ensuring that the rate of value added tax at the time of invoicing is determined in accordance with the applicable 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) containing all the requisites, within 30 calendar days of its proven delivery to the Buyer. Electronic invoices shall be sent to the e-mail of the person authorised to act for the Buyer in technical matters as set out in the heading of this Contract or to the e-mail [faktury@upol.cz](mailto:faktury@upol.cz). The invoice shall be issued by the Seller at the earliest upon delivery of the Goods, their proper and complete installation, delivery of the legal documents, performance of all tests verifying compliance with the technical parameters set out in this Contract, commissioning and initial training of the operator in accordance with Article V(2) of this Contract, which shall be confirmed by a written record of delivery and installation of the Goods. Proof that the obligations referred to in the preceding sentence have been duly fulfilled by the Seller shall be provided in the form of a written, dated handover report signed by persons authorised by both Parties to act in technical matters.

2. Each invoice issued by the Seller must contain all the elements of a tax document in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, and the elements of a commercial document pursuant to Section 435 of the Civil Code, as well as the number of the contract on the basis of which the performance was performed. Each invoice shall bear the stamp and signature of the person authorised to issue it. Each invoice issued shall be marked with the req. number and the name of the project under the heading of this contract.



3. If any invoice issued by the Seller fails to contain any of the required particulars or the Seller incorrectly charges the price or VAT, the Buyer shall be entitled to return the invoice to the Seller for correction before the due date, indicating the reason for the return. The Seller shall make the correction by issuing a new invoice. On the date of dispatch of the defective invoice to the Seller, the original due date shall cease to run and the new due date shall run again from the date of delivery of the new invoice by the Buyer.

4. The Parties agree that the obligation to pay the purchase price is fulfilled on the date of debiting the relevant amount from the Buyer's account to the Seller's account specified in the header of this Agreement.

5. The Seller shall ensure the proper and timely performance of its financial obligations to its subcontractors, where proper and timely performance shall be deemed to be full payment of invoices issued by the subcontractor for the performance provided to the Seller to perform its obligations under the Contract, and always within 15 calendar days of receipt of payment by the Buyer for a specific performance (unless the subcontractor's invoice is due earlier). The Seller undertakes to pass on the same obligation to the next levels of the supply chain and to oblige its subcontractors to fulfil and extend this obligation also to the lower levels of the supply chain. The Buyer shall be entitled to request the production of evidence of payments made to subcontractors and of the contract concluded between the Seller and the subcontractors. Failure of the Seller to comply with its obligations under this provision of the Contract shall be deemed a material breach of the Contract, with the possibility of withdrawal by the Buyer from this Contract. Withdrawal from this contract shall be effective in such case upon delivery of a written notice of withdrawal to the other party

## **V. Installation of goods and training of operators**

1. Within the scope of installation of the goods at the place of delivery, the Seller is obliged to demonstrate, in particular, but not exclusively, full functionality and compliance with all parameters of the goods in accordance with the Seller's offer, which forms an integral part of this contract (Annex 1 to this contract).

2. The Seller undertakes to carry out training of the operators of the goods delivered in the following scope:

Initial training of the operator of the delivered goods including accessories in the scope of at least 1x5 hours for at least 2 persons from the buyer's side, which is a condition for proper handover and acceptance of the goods. Professionally qualified service technicians or application specialists will carry out the initial operator training, which will include:

- switching on/off the device including accessories
- Routine checking of the operating parameters of the equipment
- basic fault detection methodologies

3. All training shall take place at the place of installation of the goods, unless otherwise agreed in writing by persons authorised to act in technical matters for the parties. The exact date of each training session must be agreed well in advance by the person authorised to act for the Purchaser in technical matters. All costs associated with the above training sessions (including



the stay of service technicians, application specialists or specialists of accessory suppliers) shall be borne by the Seller.

## VI. Seller's liability for defects and quality guarantee

1. The Seller provides a guarantee for the quality of the goods in accordance with § 2113 et seq. of the Civil Code for a period of 24 months from the date of signing the handover protocol according to Article IV, paragraph 1 of this contract.

2. The Seller guarantees the speed of service intervention, i.e. arrival to the place of installation of the goods, detection of the defect and discussion of the necessary service actions with a person authorized in matters technical for the Buyer, within the warranty period no later than 5 working days from the date of notification of the defect by the Buyer, by visiting the service technician. Individual defects within the warranty period must be rectified within 30 working days from the date of commencement of the rectification of the defects at the latest, the date of commencement of the rectification of the defects being the date of the service intervention, unless otherwise agreed in writing by the persons authorised in technical matters on behalf of the parties. The Seller is obliged to remove individual defects at the place of performance, if this is not technically possible, the Seller shall take over the defective part of the goods for repair after written approval of the proposed procedure by the person authorised in technical matters for the Buyer. The parties have agreed that Section 2110 of the Civil Code does not apply; the buyer is therefore entitled to withdraw from the contract for defects or to demand delivery of new goods regardless of whether he can return the goods or return them in the condition in which he received them.

3. During the warranty period, the Seller undertakes to carry out free of charge full service of the delivered goods. The cost of full service of the goods delivered under warranty shall form part of the purchase price under this contract.

## VII. Confirmation of commitment

1. The parties agree on contractual penalties for breach of the agreed obligation in the form as set out in the following paragraphs of the contract. Neither Party shall consider the agreed contractual penalties to be excessive in relation to the value of the individual contractual obligations to be performed.

2. The Seller undertakes to pay the Buyer a contractual penalty of 0.2% of the total purchase price excluding VAT for each day of delay in the contractually stipulated delivery date within the meaning of Article II, paragraph 1 of this contract.

3. The Seller undertakes to pay the Buyer a contractual penalty of 0.2% of the total price excluding VAT for each day after the deadline for the repair or the deadline for repair within the warranty period in accordance with Article VI of this contract, for each individual case.



4. The Parties agree that Section 2050 of the Civil Code shall not apply, i.e. that the contractual penalties shall not be counted towards compensation for any damages incurred, which may be recovered separately in full in addition to the contractual penalty.

5. The due date for payment of the contractual penalties shall be 30 calendar days from the date of delivery of the written statement to the relevant Contracting Party and the date of payment shall be deemed to be the date on which the amount of the contractual penalty is debited from the relevant Contracting Party's account to the account specified in the contractual penalty statement.

6. The Buyer is entitled to set off the contractual penalties within the meaning of Sections 1982 et seq. of the Civil Code against the Seller's outstanding claim for payment of the purchase price under this Contract.

### VIII. Final Arrangements

1. The Seller is a person obliged to cooperate in the performance of financial control within the meaning of Section 2(e) of Act No. 320/2001 Coll., on financial control in public administration, as amended. These obligations of the Seller shall also apply to its contractual partners involved in the performance of this contract.

2. The buyer reserves the right to publish the contents of the concluded contract.

3. This Agreement shall be governed by the Civil Code and the laws of the Czech Republic in matters not expressly provided for herein.

4. The provisions of this contract are mutually severable. If any part of any obligation under this Agreement is or becomes invalid or unenforceable, the validity and enforceability of the other obligations under this Agreement shall not be affected thereby and the parties agree to replace such invalid or unenforceable part of the obligation with a new, valid and enforceable part of the obligation, the subject matter of which shall best correspond to the subject matter of the original obligation. If the contract does not contain a provision which would otherwise be justified in defining rights and obligations, the parties shall use their best endeavours to add such a provision to the contract.

5. This Agreement may be amended or supplemented by the Parties only in the form of written amendments, which shall be numbered in ascending order, expressly declared to be an amendment to this Agreement and signed by authorized persons of the Parties.

6. The Buyer is entitled to withdraw from this contract in accordance with § 2001 of the Civil Code in case of:

- the seller's delay in delivering the goods for more than 10 calendar days,
- failure to comply with the technical specification of the goods specified in the Seller's tender, or if the Seller, in the tender submitted in the tender procedure preceding the





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conclusion of this contract, provided information or submitted documents that do not correspond to the facts and had or could have influenced the selection of the Seller to perform the public contract,

- delay of more than 10 calendar days in the Seller's commencement of defect rectification.

Withdrawal from the contract must be made in writing and shall take effect on the date of delivery of the written notice to the other party.

7. The Seller is not entitled to assign its rights and obligations under this contract to a third party without the consent of the Buyer.

8. Section 573 of the Civil Code shall not apply to the delivery of parcels relating to the performance of this Agreement sent by the Seller using a postal service provider.

9. The Seller acknowledges that this Agreement including all its annexes is subject to mandatory publication pursuant to Act No.340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts, as amended.

10. This contract is concluded on the date of its signature by the last participant of this contract and becomes effective on the date of publication of this contract by the buyer in the Register of Contracts pursuant to Act No.340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts, as amended.

11. This contract is executed in electronic form.

12. The Seller undertakes to allow all entities authorized to carry out the control of the project, from the funds of which the performance under this contract is paid, to carry out the control of documents related to this performance, for the period of time specified by the legislation of the Czech Republic for their archiving (Act No. 563/1991 Coll., on Accounting, as amended and Act No. 235/2004 Coll., on Value Added Tax, as amended).

13. The Vendor agrees to ensure the legal employment of persons in the performance of this Contract and to provide fair and dignified working conditions for workers engaged in the performance of the Contract. Fair and dignified working conditions shall mean working conditions that meet at least the minimum standards set by labour and wage laws. The Seller shall ensure that its subcontractors also comply with the requirements of this provision of the Contract. Failure of the Seller to comply with its obligations under this clause of the Contract shall be deemed a material breach of the Contract with the possibility of withdrawal by the Buyer from this Contract. Withdrawal from this contract shall be effective in such case upon delivery of a written notice of withdrawal to the other party



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14. The Seller is obliged to inform the Buyer in case he finds out that he or his subcontractor or the performance which is the subject of this contract is subject to international sanctions.

15. The Annexes form an integral part of this Agreement:

Annex No. 1 - Seller's offer dated **(to be completed by the Supplier)**

16. The Parties agree that in the event of discrepancies or contradictions, the provisions of this Master Agreement shall prevail over the provisions of the Annex to the Agreement.

In Olomouc, on  
**(to be completed by the Supplier)**

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

**(to be completed by the Supplier)**

.....  
prof. MUDr. Martin Procházka, Ph.D.  
Rector of Palacký University in Olomouc

**(to be completed by the Supplier)**