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Notice and Procurement documentation for a Small-Scale Public Contract to Award a Public Supply Contract in a Procurement Procedure in accordance with Sections 27 and 31 of the Act No. 134/2016 Coll. on Public Procurement, as amended

titled:

„FoS/UPOL - Fiber-based, miniaturized laser beam projection unit for calibrating images obtained by rigid laryngoscopes“

This public contract is related to the implementation of the project „VIP UP: Development of Educational Infrastructure and Innovative Approaches to Teaching at Palacký University Olomouc“, reg. no. CZ.02.02.01/00/23_023/0009111, within the Jan Amos Komenský Operational Programme.

Identification Data of the Contracting Authority:

Palacký University Olomouc
Head office: Křížkovského 511/8, 779 00 Olomouc, Czech Republic
ID No.: 619 89 592
Tax ID No.: CZ 619 89 592
Banking details: Komerční banka, a.s., branch in Olomouc
Account No.: 19-1096330227/0100
Rector: doc. JUDr. Michael Kohajda, Ph.D.
Contracting Authority's legal form: public higher education institution

Contact person for public contract matters: Ing. Lucie Čtvrtlíková
Telephone: +420 585 631 122, e-mail: lucie.ctvrtlikova@upol.cz

(hereinafter "Contracting Authority")

Method of Award: open invitation to tender

Contracting Authority's Profile: <https://zakazky.upol.cz>



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Reference to the Contracting Authority's Public Contract:

<https://zakazky.upol.cz/vz00005693>

This Notice and Procurement documentation (hereinafter „Invitation to Tender“ or „ITT“) serves as a basis for the submission of tenders for a small-scale public contract to award a public supply contract pursuant to the provisions of Sections 27 and 31 of the Act No. 134/2016 Coll. on Public Procurement, as amended (hereinafter “Act”).

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

This Invitation to tender contains all the terms and conditions for the award of a public contract, which are also published in full on Contracting Authority's profile.

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

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's Contact person for public contract matters (Ing. Lucie Čtvrtlíková, e-mail: lucie.ctvrtlikova@upol.cz).

1. Classification of the subject of the public contract

Classification of the subject of the public supply contract:

Title	CPV code
Detection and analytical apparatus	38430000-8



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2. Subject-Matter of the Public Contract

2.1. Subject-Matter of the Public Contract

The subject of the public supply contract is a fiber-based, miniaturized laser beam projection unit for calibrating images obtained by rigid laryngoscopes.

Subject of a public contract next to the delivery is also transport, installation, operator training and the provision of warranty service. A detailed technical specification is indicated in Article 2 (2.2) of the Documentation.

The subject-matter of the public contract shall be fully operational, new, non-refurbished, without any additional costs for the Contracting Authority.

Any necessary equipment enabling the full installation of the complete facility required shall be included in the supply, without any further interventions or costs for the Contracting Authority to achieve all the parameters required by the Contracting Authority in this ITT.

The equipment shall meet all requirements based on the technical and safety standards applicable in the Czech Republic for this type of device. The performance shall include the submission of complete documentation for the equipment.

The Supplier shall provide the guaranteed technical parameters to demonstrate compliance with the requirements of the Contracting Authority specified in this ITT; i.e. the Supplier shall provide a detailed technical specification of the offered performance and the exact (specific) designation of the offered goods.

The Supplier is obliged to comply with the technical requirements set out in this ITT, failing which it will be excluded from the tender procedure.

If this ITT, including all its annexes, contains requirements or references to business names, names or names and surnames, specific designations of products and services that apply to a certain supplier or his organizational component as distinctive, patents for inventions, utility models, industrial designs, protective trademarks or indications of origin, the Contracting Authority allows the use of other equivalent solutions.



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2.2. Technical Specifications

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

Fiber-based, miniaturized laser beam projection unit for calibrating images obtained by rigid laryngoscopes

1 One prototypic system of a fiber-based, miniaturized laser beam projection unit (LPU) consisting of:

1.1 Fiber-coupled laser system with adjustable laser power

- 532 nm laser source coupled to a single-mode fiber with a maximum CW-laser power out of the LPU of 0.3-0.4 W (0,3 W guaranteed)
- The single-mode fiber responsible for light transport (the light-transport-fiber) from the laser to the projection unit is protected by a steel tubing and outer PVC-protective sheath and has a length of 5 m

1.2 Diffractive optical element for generating a 21x21 beamlet array

Beamlet array containing 21 x 21 beamlets regularly aligned (w.r.t their optical axis)

- with 0th order beamlet (on optical axis) suppressed
- Angle between adjacent beamlets: $\sim 1^\circ$
- Power uniformity of individual beamlets: max. $\pm 16\%$ coefficient of variation

1.3 LPU Hardware for integrating the laser, the projection optics and hardware of the LPU designed to be mounted on a laryngoscope

- The light-transport-fiber is fixed to the laser system via standard fiber-coupling connectors
- Adapter for mounting the fiber on a laryngeal endoscope with 90° angle of view

1.4 Design, setup and assembly of the LPU

- Beamlet profile: Gaussian
- Projection angle of the beamlet array: 90°
- Working distance: 70 mm \pm 5 mm
- Beamlet array size (w.r.t their optical axis): guaranteed $(28 \pm 3) \times (28 \pm 3) \text{ mm}^2$, optimally: $(28 \pm 1) \times (28 \pm 1) \text{ mm}^2$
- Beamlet diameter ($1/e^2$) in the working distance range of 70 mm-100 mm: guaranteed: $\leq 480 \text{ }\mu\text{m}$, optimally: $\leq 460 \text{ }\mu\text{m}$
- The beamlet divergence between 70 mm (working distance) and 100 mm after the endoscope tip results in a beam let size increase not larger than factor: guaranteed: $\leq 1,5x$,



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optimally $\leq 1,3x$

- Length of endoscopic module: 150 mm made to fit a laryngoscope
- Diameter of module: 5 mm

1.5 **Quality validation, characterization, adjustment and assembly of all components**

- Leak testing of glued components and joints

(Test includes the application of disinfectant solutions, wiping by tissues impregnated with acetic acid and 70% ethanol)

- Performance characterization (transmitted power, intensity distribution of the beamlets and their profiles and distance-dependent evolution of the intensity distribution of beamlets in the region 70 mm to 100 mm)
- The final device needs to be capable of being disinfected for laryngoscopic use (in scientific applications).

1.6 **Compatibility**

- The final device should be ready for laryngoscopic use with a laryngoscope Storz 8707DA. Laryngoscope Storz 8707DA is not requested to be part of the unit.

2.3. **Estimated Value of the Public Contract**

The estimated total value of the public contract is **62 930,00 EUR excluding VAT**.

2.4. **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 300 days from the effective day of the purchase contract.

2.5. **Place of Delivery**

The place of performance of the public contract is Palacký University Olomouc, Faculty of Science, Department of Experimental Physics, 17. listopadu 1192/12, 779 00 Olomouc, Czech Republic.



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2.6. Warranty and Service

The Supplier shall provide a warranty for quality performance, which may not be less than 6 months.

The Supplier shall guarantee a timely service intervention within the warranty period, i.e. defect detection and discussion of necessary service operations with a person authorized in technical matters on behalf of the Contracting Authority, during the warranty period no later than 20 working days from the date of notification of the defect by the Contracting Authority, preferably by a visit by a service technician, the Contracting Authority also allows remote diagnostics, in collaboration with the personnel of the Contracting Authority, if this is possible due to the nature of the defect. During the warranty period, any respective defects shall be removed within 365 working days at the latest from the day of the defect removal commencement, whereas the day of the start of defect removal is the day of the service intervention, unless otherwise agreed in writing by persons authorised by Contracting Parties to act in technical matters.

The Supplier will not be liable to any damage done to the device by incorrect handling by the Contracting Authority.

2.7. Parts of the public contract

The public contract is not divided into the parts.

3. Commercial and Payment Terms

As integral part of its tender, the Supplier is obliged to submit a draft contract. The draft contract submitted by the Supplier shall respect binding commercial terms specified in Annex 3 to this ITT.

The Supplier shall only fill in the missing data in the above-mentioned binding commercial terms. The missing data are highlighted and marked with a comment **(to be completed by the Supplier)**. The Supplier shall not amend the text of any other provisions of the binding commercial terms. If the Supplier amends, in any way, other provisions of the binding commercial terms, the Contracting Authority shall deem this to be a violation of the procurement terms and conditions resulting in the exclusion of the Supplier from the procurement procedure.

As required above, the Supplier shall designate the completed binding commercial terms as draft contract and, after it has been signed by a person authorised to act on behalf of / for the Supplier, insert it in the tender.



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4. Supplier's Qualification

The Supplier is obliged to prove their qualification by no later than the time limit for the submission of tenders. Otherwise, The Supplier will be excluded from the tender procedure.

The Supplier shall prove the qualification by proving the compliance of

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

4.1 Proof of Basic Qualification

The Supplier shall prove the basic qualification by submitting **the Supplier's Affidavit of Basic Qualification**, the text of which is annexed as Annex 2 to this ITT.

4.2 Proof of Professional Qualification

The Supplier shall prove the professional qualification by submitting a copy of **an extract from the Commercial Register** or other similar records provided that registration if such records is required pursuant to another legal regulation – **the document shall not be older than 3 months from the date of the procurement procedure commencement.**

5. 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 EUR excluding 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 EUR excluding VAT will be evaluated the best.

6. Requirements for the Single Method of Processing the Tender Price

The tender price shall be final and non-exceedable, submitted by the Supplier on the basis of this ITT. The tender price shall be expressed **in EUR excluding VAT.**



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The price of the subject-matter of the public contract shall be determined as a final and non-exceedable price, shall be determined on the basis of a tender, shall be valid throughout the whole period of implementation of the subject-matter of the public contract and shall include all costs incurred by the Supplier in connection with the subject-matter of the public contract.

Proof of tender price:

The Supplier proves their tender price by providing the following data:

- indicating the tender price in the draft contract (Annex 3 to the ITT),
- indicating the tender price in the tender cover sheet (Annex 1 to the ITT).

In case of any differences between the tender price included in the tender cover sheet or in the tender price included in the draft contract, the price included in the draft contract shall be deemed as the tender price.

7. Submission of Tenders

7.1. Time Limit for the Submission of Tenders

Time limit for the submission of electronic tenders is **08.10.2025 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/vz00005693>.

7.2. 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 immediately after the expiry of the time limit for the submission of tenders.

When opening electronic tenders, the Contracting Authority shall check that the tender has been received within the time limit and that it has not been tampered with before 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.



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8. Variants of Tenders

The Contracting Authority does not accept any variants of tenders.

9. Tender Content and Form

9.1. Tender Content

Tenders shall be submitted with the following structure:

- tender cover sheet with the Supplier's identification data and the total tender price (Annex 1 to the ITT),
- proofs of qualification:
 - Supplier's affidavit to proof basic qualification (Annex 2 to the ITT),
 - proof of professional qualification,
- draft contract signed by a person authorised to act on behalf of / for the Supplier, drawn up according to this ITT (Annex 3 to the ITT),
- proof of technical specification and guaranteed technical parameters of the subject-matter of the public contract tendered, including the exact (specific) designation of the goods tendered,
- tender price calculation,
- Supplier's affidavit signed by a person authorised to act on behalf of / for the Supplier (Annex 2 to the ITT).

9.2. Tender Form

The Supplier may submit only one tender.

If The Supplier submits more than one tender individually or together with other Suppliers, the Contracting Authority shall exclude this Supplier from further participation in the procurement proceedings.

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

10. Publication of Notification of Selection of the Supplier

The Contracting Authority reserves the right to publish a notification of selection of the Supplier by publishing the notification on the Contracting Authority's profile. In such case, the notification of selection of the Supplier shall be deemed to be delivered to all participants of the procurement proceedings upon its publication on the Contracting Authority's profile.



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11. Publication of the Invitation to Tender

The Contracting Authority ensures unlimited and direct remote access to this ITT in full, as well as to its annexes, via the E-ZAK electronic tool on the Contracting Authority's profile: <https://zakazky.upol.cz>.

12. Publication of Explanation of Procurement Documents and Amendment of or Supplement to Procurement Documents

The Supplier is entitled to require the Contracting Authority to explain the procurement documents. The request shall be in writing, in Czech, Slovak, or English. The written request shall be received 4 working days before the expiry of the time limit for the submission of tenders at the latest.

The Contracting Authority shall provide the Supplier with an explanation of the procurement documents within 2 working days from the day of the receipt of the request, via the E-ZAK electronic tool. If the Contracting Authority provides an explanation in response to a request for an explanation that is not delivered on time, the Contracting Authority does not have to comply with the deadline specified in the previous sentence. If the request for an explanation is delivered on time and the Contracting Authority does not publish the explanation within the deadline according to the previous paragraph, he will extend the deadline for submitting tenders by at least as many working days as the time from the delivery of the request for an explanation of the procurement conditions to the publication of the explanation exceeded the deadline according to this paragraph.

The explanation of the procurement documents (without identification data of the asking Supplier) shall be also published on the Contracting Authority's profile and at the same time the Contracting Authority immediately notify all previously known Suppliers in writing via the electronic tool E-ZAK.

The Contracting Authority may also provide the Suppliers with a written explanation of the procurement documents via the E-ZAK electronic tool without a prior request.

If the Contracting Authority makes amendment or supplement to the procurement conditions, he will reasonably extend the time limit for submission of tenders according to the nature of the modification. In the event of such a modification to the procurement conditions, which may expand the range of possible Suppliers, the Contracting Authority will extend the time limit so that it is the entire original period for submitting tenders from the moment of the modification. The Contracting Authority shall publish the change of the time limit for submission of tenders on the Contracting Authority's profile and at the same time notify all known Suppliers in writing without delay. The change of the time limit for submission of tenders must be published before



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the expiry of the original time limit for submission of tenders.

The Contracting Authority is entitled to extend the time limit for submission of tenders even without changing the tender conditions.

13. Requirements for the person of the Supplier

12.1 Requirements arising from the Act No. 159/2006 Coll.:

According to the Section 4b of the Act No. 159/2006 Coll., on conflict of interests, as amended, the Contracting Authority is prohibited from awarding a public contract to a supplier who is a company in which the public official referred to in the Section 2 paragraph 1 letter c) of this act or a person controlled by it owns a share representing at least 25% of the partner's participation in the company.

For this reason, the Contracting Authority requires the Supplier to honestly declare that is not a supplier to which the above prohibition would apply. The Supplier shall therefore submit a written Affidavit in its tender, see Appendix No. 2 of the ITT.

12.2 Requirements in relation to the SITUATION REGARDING EU SANCTIONS ADOPTED AGAINST RUSSIA AND BELARUS (e.g. Council Regulation (EU) No. 269/2014 or 208/2014 or 765/2006):

The Contracting Authority requires the Supplier to honestly declare that neither he nor the supplier with whom he may submit a joint tender, nor his subcontractor is a person, entity or body listed on the EU sanctions list in the annexes to these regulations, nor is he otherwise a sanctioned person. The Supplier shall therefore submit a written Affidavit in its tender, see Appendix No. 2 of the ITT.

14. Other Terms and Conditions

14.1. Contracting Authority's Rights

The Contracting Authority reserves the right to:

- amend the estimated period of the public contract implementation,
- verify the data included in tenders,
- refuse all tenders,
- cancel the procurement procedure before the conclusion of a contract without giving any reason,
- reduce, to an insignificant extent, the scope of the subject-matter of the public contract without giving any reason.



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In accordance with Article 13 of the Regulation of the European Parliament and of the Council (EU) 2016/679 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR"), the Contracting Authority hereby informs the participants of the selection procedure of processing of personal data for the purpose of carrying out the tender procedure according to the Act. As part of the implementation of the tender procedure, the Contracting Authority may process the personal data of suppliers and their subcontractors (from among natural persons entrepreneurs), members of statutory bodies and contact persons of suppliers and their subcontractors, persons through whom the supplier's qualifications are proven, members of the supplier's implementation team and the actual owners of the supplier. The contracting authority will process personal data only to the extent necessary for the implementation of the tender procedure and only for the period specified by legal regulations, in particular the Act. Data subjects are entitled to exercise their rights according to 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 procurement procedure.

14.2. Annexes

The following annexes form an integral part to this ITT:

Annex 1 – Tender Cover Sheet

Annex 2 – Supplier's Affidavit

Annex 3 – Binding Commercial and Payment Terms

All documents are available in electronic form.

Olomouc, dated 22/09/2025

UNIVERZITA PALACKÉHO V OLOMOUČI
Křížkovského 8, 771 47 Olomouc

.....
doc. JUDr. Michael Kohajda, Ph.D.
rector of Palacký University Olomouc



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Annex 1 to the ITT

TENDER COVER SHEET			
Small-scale public contract to award a public supply contract in a procurement procedure			
Name:	„FoS/UPOL - Fiber-based, miniaturized laser beam projection unit for calibrating images obtained by rigid laryngoscopes“		
Contracting authority			
Name:	Palacký University Olomouc		
Head office:	Křížkovského 511/8, 779 00 Olomouc, Czech Republic		
Person authorised to act on behalf of the Contracting Authority:	doc. JUDr. Michael Kohajda, Ph.D. Rector		
Supplier			
Name:	(to be completed by the Supplier)		
Head office/place of business:	(to be completed by the Supplier)		
Telephone:	(to be completed by the Supplier)		
E-mail:	(to be completed by the Supplier)		
ID No.:	(to be completed by the Supplier)	Tax ID No.:	(to be completed by the Supplier)
Person authorised to act on behalf of the Supplier:	(to be completed by the Supplier)		
Tender price in EUR excluding VAT:			
(to be completed by the Supplier)			
Person authorised to act in the name of or on behalf of the Supplier			
Signature of the person authorised to act on behalf of the Supplier	(to be completed by the Supplier)		
Title, name, surname	(to be completed by the Supplier)		



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Annex 2 to the ITT

SUPPLIER'S AFFIDAVIT

for participation in a tender procedure for a small-scale public contract to award a public supply contract pursuant to the provisions of Sections 27 and 31 of the Act No. 134/2016 Coll. On Public Procurement, as amended, named

„FoS/UPOL - Fiber-based, miniaturized laser beam projection unit for calibrating images obtained by rigid laryngoscopes“

I (we) below signed, solemnly and sincerely declare that the Supplier **(to be completed by the Supplier)** (trade name), head office: **(to be completed by the Supplier)**, ID No.: **(to be completed by the Supplier)** meets:

1. the basic qualification, i.e. that the Supplier:

- a) has not been finally convicted in the country of its registered office in the last 5 years prior to the commencement of the procurement procedure of any criminal offences listed in Annex 3 to the Act No. 134/2016 Coll., on Public Procurement, as amended, or any similar offences under the laws and regulations of the Supplier's country of registered office; expunged convictions shall not be taken into account;
- b) has no outstanding tax arrears recorded in the Czech Republic or in the country of its registered office;
- c) has no outstanding arrears in the Czech Republic or in the country of its registered office in respect of statutory health insurance contributions, or of penalty payments related thereto;
- d) has no outstanding arrears in the Czech Republic or in the country of its registered office in respect of social security contributions or contributions to the state employment policy, or of penalty payments related thereto;
- e) no liquidation proceeding has been commenced in relation to them, no bankruptcy order has been issued to them, has not been subject to a sequestration under other laws and regulations, nor it is in a similar situation under the laws and regulations of the country of the Supplier's registered office.



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2. **professional qualification** in the scope of an extract from the Commercial Register, if registered in it, or an extract from a similar register, if registered in it. The Supplier is submitting a copy of the relevant document.

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

The supplier hereby declares that there is no conflict of interest, due to:

- a) the Act No. 159/2006 Coll., on conflict of interests, as amended, i.e. the Supplier declares that neither he nor the supplier with whom he may submit a joint tender is a supplier according to the Section 4b¹ of this act,
- b) the provisions of Section 44 of the Act No. 134/2016 Coll., on Public Procurement, as amended, i.e. the Supplier confirms that on the preparation of the tender did not participate an employee of the Contracting Authority or a member of the statutory body of the Contracting Authority, the statutory body of the Contracting Authority, a member of the Principal's management body of the Contracting Authority, a member of the project implementation team of the Contracting Authority or a person who, on the basis of a contractual relationship, participated in the awarding of the public contract.

4. **Declaration to the SITUATION REGARDING EU SANCTIONS ADOPTED AGAINST RUSSIA AND BELARUS (e.g. Council Regulation (EU) No. 269/2014 or 208/2014 or 765/2006):**

The Supplier declares that neither he nor the supplier with whom he may submit a joint tender, nor his subcontractor, is a person, entity or body listed on the EU sanctions list in the annexes to these regulations, nor is he otherwise sanctioned.

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

By signing this affidavit, the Supplier confirms the truth and correctness of all the information given in this declaration.

¹ A business company in which a public official (i.e. a member of the government or the head of another central administrative office, which is not headed by a member of the government) or a person controlled by him owns a share representing at least 25% of the partner's participation in the business company, may not participate in procurement procedures according to the law regulating awarding public contracts as a participant or subcontractor through which the supplier demonstrates qualifications. (The contracting authority is obliged to exclude such a business company from the procurement procedure. The contracting authority may not award a small-scale public contract to the business company mentioned in the first sentence, such an action is invalid.)



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

(to be completed by the Supplier)

signature of the authorised representative of the
Supplier

(to be completed by the Supplier)



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Annex 3 to the ITT

The Supplier is obliged to submit, as an integral part of the tender, a draft contract. The Supplier's draft contract shall respect the following binding commercial and payment terms:

PURCHASE CONTRACT

No.: to be completed prior to the Contract signing

CONTRACTING PARTIES:

BUYER:

Palacký University Olomouc

a public higher education institution established by the Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Some Other Acts (the Higher Education Act), as amended

Head office:

Křížkovského 511/8, 779 00 Olomouc, Czech Republic

Rector:

doc. JUDr. Michael Kohajda, Ph.D.

Person authorised to act

in technical matters:

to be completed prior to the Contract signing

ID No.:

61989592

Tax ID No.:

CZ61989592

Bank details:

Komerční banka, a.s. Branch in Olomouc, Czech Republic

Account No.:

19-1096330227/0100

IBAN

CZ0901000000191096330227

(hereinafter referred to as "Buyer")

and

SELLER:

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.: *(to be completed by the Supplier)*,

e-mail: *(to be completed by the Supplier)*

ID No.:

(to be completed by the Supplier)

Tax ID No.:

(to be completed by the Supplier)

Bank details:

(to be completed by the Supplier)

Account No.:

(to be completed by the Supplier)



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(hereinafter referred to as "Seller")

on the bellow stated day, month and year, according to the provisions of Section 2079 et seq. of the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "Civil Code"), enter into this purchase contract (hereinafter referred to as "Contract") related to realization of project „VIP UP: Development of Educational Infrastructure and Innovative Approaches to Teaching at Palacký University Olomouc“, reg. no. CZ.02.02.01/00/23_023/0009111, within the Jan Amos Komenský Operational Programme.

The Buyer and the Seller enter into this Contract as a result of the fact that the Seller has been selected by the Buyer, acting as the Contracting Authority in the procurement procedure for the small-scale public supply contract named „**FoS/UPOL - Fiber-based, miniaturized laser beam projection unit for calibrating images obtained by rigid laryngoscopes**“ as the Supplier.

I. Subject-Matter of the Contract

1. The Seller undertakes, under this Contract, to deliver to the Buyer **(to be completed by the Supplier)** (hereinafter referred to as "Goods") of a type, quantity, quality and parameters in accordance with the specifications that form an integral part of this Contract as Annex 1. The Seller is not entitled to deliver to the Buyer the Goods in larger quantities within the meaning of Section 2093 of the Civil Code. The Contracting Parties agree that the provisions of Section 2099 (2) of the Civil Code shall not apply.
2. The Seller hereby undertakes to deliver to the Buyer the Goods specified in Annex 1 to this Contract under the terms and conditions stipulated by this Contract, and to allow him to acquire an ownership right to the Goods. The supply further includes the installation of the Goods, basic operator training by qualified worker and provision of warranty service in relation to the Goods under the terms and conditions stipulated by this Contract.
3. The Buyer agrees to take over the Goods and to pay the Seller the agreed purchase price in the way and on the day as agreed in this Contract.
4. The supply of the subject-matter of the Contract further includes the transportation and provision of legal documents (declaration of conformity, CE certificate, user manual in Czech or English language).
5. The Seller declares that the Goods is free of any faults or defects.



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6. The Goods shall be fully operational, new, non-refurbished, without the need of any additional costs or expenditures by the Buyer.

II. Term and Place of Delivery

1. The Seller undertakes to deliver and install the Goods in the place of delivery, to provide all the legal documents related to the Goods and to provide the training of the Buyer's staff by a qualified employee within the scope of Article V (2) of this Contract, no later than 300 days after the effective date of this Contract.

2. Place of delivery: Palacký University Olomouc, Faculty of Science, Department of Experimental Physics, 17. listopadu 1192/12, 779 00 Olomouc, Czech Republic. Person authorised to take over the Goods on behalf of the Buyer: *(to be completed prior to the Contract signing)* or a person authorised by this person.

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)** the payer of VAT.

2. The purchase price includes all the costs and expenses related to the supply of the Goods, as well as the Seller's profit (in particular the transportation of the Goods to the place of delivery, customs duties, insurance, installation of the Goods, provision of all legal documents related to the Goods, operator training by qualified worker, provision of a full warranty service).

3. The purchase price is agreed as a fixed, highest acceptable and maximum price, covering all the costs and expenses connected with the delivery of the Goods.

4. The Seller takes the responsibility for the fact, that the VAT rate at the time of invoicing is determined in compliance with the applicable laws and regulations.

IV. Payment Terms

1. The payment for the Goods will be made on the basis of a properly issued tax document (invoice), containing all the required data, and due within 30 calendar days from the day of the provable delivery of the invoice to the Buyer. The invoice shall be issued by the Seller no sooner than after the delivery of the Goods, its proper and complete installation and basic operator training within the scope of Article V (2) of this Contract as evidenced by a written handover protocol of delivery and installation of the Goods. The due fulfilment of obligations by the Seller specified in the preceding sentence shall be evidenced by a written dated



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handover protocol signed by both Contracting Parties' authorised persons responsible for technical matters. Electronic invoices will be sent to the e-mail of the person authorized to act for the Buyer in technical matters as per the heading of this contract or to the e-mail faktury@upol.cz.

2. The invoice issued by the Seller shall include all the tax document data required by the Act No. 235/2004 Coll. on Value Added Tax, as amended, and all the commercial deed data required by Section 435 of the Civil Code, as well as the identification of the Contract, on the basis of which the Goods have been supplied. The Seller's invoice shall be signed by a person authorised to issue the invoice. The invoice issued shall contain the number of this Contract and the Reg.Nr. of the project.

3. If the invoice issued by the Seller fails to contain any of the obligatory data 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 the maturity period of the invoice for correction, stating the reason for its returning. The Seller shall correct it by issuing a new invoice. The initial maturity period is suspended on the day of sending the incorrect invoice to the Seller, and a new maturity period commences on the day of 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 amount is transferred from the Buyer's account to the Seller's account given above in this Contract.

5. The Seller shall ensure proper and timely fulfilment of financial obligations to its subcontractors, where proper and timely fulfilment is considered to be full payment of invoices issued by subcontractors for performances provided to the Seller to fulfil obligations under this Contract, always no later than 15 calendar days after receiving payment from the Buyer for specific performance (unless the due date of the invoice issued by the subcontractor is sooner). The Seller undertakes to extend the same obligation to other levels of the supply chain and to oblige its subcontractors to fulfil and extend this obligation to lower levels of the supply chain as well. The Buyer is entitled to request the submission of documents on payments made to subcontractors and of contracts concluded between the Seller and subcontractors. Any failure to fulfil these obligations by the Seller under this provision of the Contract shall be considered to be a material breach of the Contract with the Buyer having the possibility to withdraw from this Contract. In such case, withdrawal from this Contract is effective on the day of delivery of a written notice of withdrawal from the Contract to the other party.



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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, the full functionality and fulfilment 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 in the necessary scope for at least 1 person in the scope of 1 working day (8 hours), which is a condition for the due handover and reception of the Goods.
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) are paid for by the Seller.

VI. The Seller's Responsibility for Defects and Warranty

1. The Seller provides a warranty for the quality of the Goods according to Section 2113 et seq. of the Civil Code of 6 months from the day of signing the protocol according to Article IV (1) of this Contract.
2. The Seller guarantees a timely service intervention, i.e. to accept and to detect the defect, and to discuss necessary service interventions with the person authorised to act in technical matters on behalf of the Buyer, during the warranty period no later than 20 working days from the day of the defect notification by the Buyer, namely by a visit by a service technician, the Buyer also allows remote diagnostics, if this is possible due to the nature of the defect. During the warranty period, the respective defects shall be removed within 365 working days at the latest from the day of the defect removal commencement, with the day of the defect removal commencement being the day of the service intervention, unless otherwise agreed in writing by persons authorised to act in technical matters on behalf of the Contracting Parties. The Seller is obliged to remove the respective defects in "the place of delivery and installation". If it is provably technically impossible, the Seller, upon a written approval of the suggested procedure by the person authorised to act in technical matters on behalf of the Buyer, shall sign a protocol to take over "the defective part" of the Goods for repair. The Contracting Parties agree that Section 2110 of the Civil Code shall not apply. Therefore, the Buyer is entitled to withdraw from the Contract for defects or to require the delivery of new Goods irrespective of the fact whether the Buyer is allowed to return the Goods to the Seller or, where possible, to return the Goods in the condition as the Goods were received by the Buyer.



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3. The Seller undertakes to perform a full service of the Goods delivered free of charge as provided in this Contract, and to perform regular service inspections prescribed by the manufacturer of the Goods delivered for the entire duration of the warranty period. The costs of performing the full warranty service of the Goods delivered are included in the purchase price.

4. The Supplier will not be liable to any damage done to the device by incorrect handling by the Buyer.

VII. Contractual Penalties

1. The Contracting Parties hereby agree on contractual penalties in case of contractual obligations violation, as specified in the following paragraphs of the Contract. Neither of the Contracting Parties considers the contractual penalties agreed herein to be inappropriate, taking into account the value of the respective contractual obligations.

2. The Seller undertakes to pay the Buyer a contractual penalty amounting to 0.1 % of the total purchase price in EUR excluding VAT for each commenced day of the delay in the Goods delivery agreed herein within the meaning of Article II (1) of this Contract.

3. The Seller undertakes to pay the Buyer a contractual penalty amounting to 0.05 % of the total purchase price in EUR excluding VAT for each commenced day after the expiration of the time limit to commence the defect removal or to remove the defects during the warranty period in compliance with Article VI of this Contract, for each individual case.

4. The contractual penalties invoiced are due within 30 calendar days from the day of delivery of a written invoice to the respective Contracting Party, with the day of payment thereof being the day of transferring the amount of the contractual penalty from the account of the respective Contracting Party to the account to be indicated in the invoice issued in respect of the contractual penalty.

5. The Buyer is entitled to offset the contractual penalties, against any Buyer's accounts receivable from the Seller, including the undue ones, to pay the purchase price under this Contract.

VIII. Final Provisions

1. The Seller is a person obliged to cooperate in performing a financial control within the meaning of Section 2 (e) of the Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended. The Seller's subcontractors, participating in the fulfilment of the subject-matter of this Contract, are also subject to this obligation.

2. The Seller undertakes to ensure, within the fulfilment of this Contract, the legal employment



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of workers and to provide the workers participating in the fulfilment of this Contract with fair and respectable working conditions. Fair and respectable working conditions mean such working conditions that meet at least the minimal standards established by labour and wage rules and regulations. The Seller is obliged to ensure that the requirements of this provision of the Contract are fulfilled by their subcontractors as well. Any failure to fulfil the Seller's obligations under this provision of the Contract is deemed to be a substantial breach of the Contract, resulting in the Buyer having a possibility to withdraw from this Contract. In such case, the withdrawal from this Contract is effective on the day of delivery of a written notice of withdrawal from the Contract to the other Contracting Party.

3. The Buyer reserves the right to publish the content of the concluded Contract.

4. The provisions of this Contract are mutually independent. If any part of an obligation under this Contract is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of other obligations under this Contract and the Contracting Parties undertake to replace such invalid or unenforceable part of obligation with a new, valid and enforceable part of obligation, the subject of which shall correspond at the best to the subject of the original obligation. If the Contract fails to contain a provision which is justified for the determination of the rights and obligations, the Contracting Parties shall make all the efforts to include such provision in the Contract.

5. The Contracting Parties may amend or supplement this Contract only by means of written amendments numbered in ascending order, expressly declared as amendments to this Contract, and signed by the authorised representatives of the Contracting Parties.

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

- 6.1 the Seller's delay in the delivery of the Goods exceeding 10 calendar days,
- 6.2 a failure to observe the technical specifications of the Goods indicated in the Seller's tender,
- 6.3 the Seller's delay in the commencement of removing the defects exceeding 10 calendar days.

The withdrawal from the Contract shall be made in writing and becomes effective on the day of delivery of a written notice of withdrawal to the other Contracting Party.

7. The Seller is not entitled to cede their rights and obligations resulting from this Contract to a third party without the Buyer's approval.

8. As regards the delivery of correspondence relating to the performance of this Contract sent by the Seller by means of a postal service operator, Section 573 of the Civil Code shall not apply.



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9. The Seller acknowledges that this Contract, including all its Annexes, is subject to mandatory disclosure pursuant to the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended.

10. This Contract shall enter into force on the day it is signed by the last Contracting Party and shall be effective on the day the Buyer discloses this Contract in the Register of Contracts pursuant to the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended.

11. The Seller is obliged to inform the Buyer if he discovers the international sanctions are applying to him or his subcontractors or to the performance of this Contract.

12. This Contract is made electronically. If the Seller does not have an electronic signature, this Contract is made in three counterparts, each of which shall be deemed an original, of which the Buyer shall receive two counterparts and the Seller shall receive one counterpart.

13. The following Annex forms an integral part of this Contract:

Annex 1 – Seller's tender dated **(to be completed by the Supplier)**

The Parties agree that in the event of any inconsistencies or contradictions, the provisions of this Master Contract shall prevail over the provisions of the Annex to the Contract.

Olomouc dated

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

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

(to be completed by the Supplier)

.....
doc. JUDr. Michael Kohajda, Ph.D.

Rector of Palacký University Olomouc

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

(to be completed by the Supplier)