

CALL TO SUBMIT TENDERS

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

Independent small-scale solution for plant phenotyping

Identification data of the contracting authority:

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

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

hereinafter “contracting authority”

Contracting procedure: call for tenders

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

Reference to the contracting authority public contract:
<https://zakazky.upol.cz/vz00004354>

This Call to submit tenders (hereinafter “Call”) is elaborated as a base for submission of tenders within the call for tenders for a small-scale public contract delivery according to provisions of Section 27 and Section 31 of Act 134/2016 Coll. on Public Contracts, as amended (hereinafter “Act”).

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

This Call contains all the conditions for the submission of the public contract. This Call is written in English language and is published in full on Contracting Authority profile.

1. Subject of the fulfillment

1.1 Subject of the fulfillment

The subject of this tender is supply, providing of guarantee and warranty service of the independent small-scale solution for plant phenotyping.

1.2 Technical specifications:

Description:

System serves as 3D scanner providing morphological and selected reflectance measures for individual plants grown in cultivation/germination tray.

System capabilities:

- 1) Automatically scan area of at least 30 x 30 cm.
- 2) System is variable regarding tray cell dimensions and various tray types can be used for scanning.
- 3) System provides 3D characteristics of plant morphology in a form of point cloud in some of common file type (e.g. las file).
- 4) System provides RGB images of scanned area to be analysed post-hoc and separately.
- 5) System provides electronic identification of plant trays via bar/OR code reader.
- 6) System provides software solution for automated analysis of plant 3D morphology and color features (e.g. NDVI) reflecting plant health status
 - i) The software automatically register and detect individual plants within the tray, measure their growth (plant height, surface area) and colour characteristics (NDVI) in 3D visualization.
 - ii) In the software solution: plants are automatically identified by QR/bar codes and their growth and health status (based on growth dynamics and colour features) are monitored dynamically during growth period.
 - iii) The software solution allows to analyse growth and colour statistics for individual plants and for user defined plant groups (treatments, genotypes...etc).
 - iv) The software solutions allows to export raw data (point clouds, RGB images)
 - v) The software solution using is provided based on time-unlimited running licence.
 - vi) The software solution updates and support are provided based on at least one-year licence.

The supplier is obliged to observe the technical parameters specified in this Call, if not, supplier will be excluded from the tender proceedings and its offer will not be considered. Supplier is required to provide guaranteed technical parameters to demonstrate compliance with the requirements of the contracting authority specified in this Call; ie the Supplier shall provide a detailed technical specification of the offered goods and the exact (specific) designation of the offered goods.

1.3 The estimated value of the public contract

The supposed total price of the subject of the tender is **43.157,00 EUR (without VAT)**.

In case that the bid price of the supplier is higher than the estimated value of the public contract, the contracting authority reserves the right to exclude this supplier from the tender proceedings.

1.4. Other terms and conditions of the tender

Term of delivery: The term of performance of a public contract is subject to the proper termination of the tender procedure and the signing of the relevant purchase contract. Delivery time is up to 60 calendar days from the effective date of the purchase agreement.

Place of delivery: Faculty of Science, Laboratory of Growth Regulators, Palacký University & Institute of Experimental Botany AS CR, Šlechtitelů 241/27, 783 71 Olomouc, Czech Republic.

1.5. Responsible procurement

a) The contracting authority awards this public contract in accordance with the principles of socially responsible public procurement. In addition to the emphasis on purely economic parameters, socially responsible public procurement also takes into account the related impacts of the contract, especially in the areas of employment, social and labor rights and the environment.

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

2. Warranty and service

The contractor shall provide warranty for quality performance, which may not be less than 12 months.

During the guaranty period, the respective defects shall be removed within 60 calendar days at the latest after the day of the defect notification (by email, letter form, fax), unless otherwise agreed in writing by persons authorized by contracting parties for technical matters.

The seller upon the agreeing the suggested procedure, signs the protocol together with the person authorized in technical matters for the buyer, shall take over the defective part of the goods for repair.

3. Commercial and payment terms

In the offer, supplier shall submit a draft purchase contract forming its integral part. The draft purchase contract shall respect the binding commercial terms stated in annex 3 of this Call. The content of the draft purchase agreement is binding on the supplier. The supplier is to fill out only places with an instruction **(to be completed by the supplier)**.

4. Supplier qualification

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

Qualification will be proven by the supplier who will demonstrate compliance of
a) basic competence,

b) professional competence.

4.1 Demonstration of qualification

The supplier shall demonstrate the qualification by submitting an **affidavit of the qualification of the Supplier**, the text of which shall be annexed to annex 2 to this Call.

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

The supplier is entitled to require the contracting authority to explain the tender terms and conditions. The request must be in writing and must be delivered to the contact person's address, stated on the heading of this Call. The written request must be received by the contracting authority at least 3 working days before the deadline for submission of tenders. The written explanation of the tender term and conditions (without identification of the asking supplier) will be also given to all the other suppliers.

The contracting authority may also provide the suppliers with written explanation of the terms and conditions without prior request.

The contracting authority may amend or supplement the terms or conditions in writing before the deadline for submission of tenders expires.

6. Evaluation criteria

Evaluation of the offers will be done by their economical profitability. Economical profitability will be evaluated based on **the total lowest offer price in EUR including customs fees (if applicable), without VAT**.

Most profitable offer will be the one with lowest total offer price.

7. Submitting the offers

7.1 Deadline for submitting the offers

The deadline for submitting the offers expires on 20, September 2021 at 10:00 a.m.

The offers may be submitted in person or by registered mail at the following address:

**Palacký University Olomouc
Podatelna RUP
Křížkovského 511/8, 771 47 Olomouc, Czech Republic
Contact person: Mgr. Petra Jungová, LL.M.**

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

7.2 Opening of the offers

The opening of the offers is private.

The committee will check, if submitted offers have been delivered in the set time and in properly closed envelope, with tender name on it. Committee then shall open the offers according to the serial number of the received offer.

8. Variant offer

The contracting authority does not admit variant offer.

9. Requirements for the method of processing the tender price

9.1 Offer price

Total offer price for fulfillment of this tender will be stated in EUR without VAT, in accordance with this Call and will be highest admissible price.

9.2 Documents stating the offer price

The supplier declares the offer price with following:

- a) add the offer price to the draft of the contract (annex 3 of this Call),
- b) calculation of the offer price,
- c) add total offer price to the offer cover sheet (annex 1 of this Call).

10. Content and form of the offer

10.1 Content of the offer

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

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

The offer will be submitted in the following structure:

- the offer cover sheet with supplier's identification data (Annex 1 of this Call),
- affidavit of the qualification of the supplier proving fulfilment of qualification conditions (Annex 2 of this Call),
- draft of purchase contract signed by a person authorized to act on behalf of/for the supplier, prepared according to terms and conditions (Annex 3 of this Call),
- guaranteed technical parameters of the offered delivery and its precise designation.

10.2 Form of the offer

The offer shall be submitted in a written form, in English language.

The offer will be submitted in one paper original labelled as "ORIGINAL", in a duly closed envelope with the applicant's stamp or signature on its closure.

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

The offer shall be submitted in a duly closed envelope with the applicant's stamp or signature on its closure. The envelope shall be marked as:

**„Independent small-scale solution for plant phenotyping – DO NOT
OPEN (NEOTEVÍRAT)”**

11. Other conditions

11.1 Contracting authority's rights

The contracting authority stipulates the right:

- to verify the data given in the offers,
- to refuse all offers,
- cancel the tender until the conclusion of contract without giving any reason,
- reduce in no significant extent the scope of the public contract without giving any reason.

11.2 Annexes

The following annexes form an integral part to this Call:

Annex 1 - Offer cover sheet

Annex 2 - Affidavit of the qualification of the supplier

Annex 3 – Terms and conditions

In Olomouc, on 06.09.2021

UNIVERZITA PALACKÉHO v OLOMOUCI
rektorát
Křížkovského 3, 771 47 Olomouc

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



Annex 1

OFFER COVER SHEET			
Small-scale public contract concerning the deliveries			
Name:	Independent small-scale solution for plant phenotyping		
Contracting authority			
Name:	Palacký University Olomouc		
Seat:	Křížkovského 511/8, 771 47 Olomouc, Czech Republic		
Person authorized to act on behalf of the contracting authority:	prof. MUDr. Martin Procházka, Ph.D. rector		
Supplier			
Name:			
Seat/place of business:			
Phone/fax:			
E-mail:			
Identification no.:		Tax identification no.:	
Person authorized to act on behalf of the supplier:			
Offer price in EUR (without VAT):			
(to be completed by the supplier)			
Person authorised to act in the name or on behalf of the supplier			
Signature of the person authorized to act on behalf of the supplier			Stamp
Title, name, surname			

Annex 2

Affidavit of the qualification of the supplier

I (we) below signed honestly declare that the supplier **(to be completed by the supplier)** (trade name) complies:

1) with the basic competence, i.e. that:

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

2) with the professional competence, i.e:

- extract from Companies Register, if he is registered or extract from similar registration, if registered in it.

In, on

Stamp and signature of the authorised
representative of the supplier

Annex 3 Terms and conditions – purchase contract

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

PURCHASE CONTRACT

I. CONTRACTING PARTIES:

BUYER: **PALACKÝ UNIVERSITY OLOMOUC**
a public college established by Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Certain Acts (Higher Education Act), as amended
Office: Křížkovského 511/8, 771 47 Olomouc, Czech Republic
Rector: prof. MUDr. Martin Procházka, Ph.D.
Person authorized to act in technical matters: **will be filled prior to contract signing**
tel.: **will be filled prior to contract signing**
email: **will be filled prior to contract signing**
Ident. no.: 619 89 592
Tax Ident. no.: CZ 619 89 592
Bank contact: Komerční banka, a.s. Branch in Olomouc, Czech Republic
Account no.: 19-1096330227/0100
(hereinafter referred to as “Buyer”)

and

SELLER: **(to be completed by the supplier)**
Office: **(to be completed by the supplier)**
Registration in Companies Register: **(to be completed by the supplier)**
Statutory body: **(to be completed by the supplier)**
Person authorized to act in contractual matters: **(to be completed by the supplier)**
Person authorized to act in technical matters: **(to be completed by the supplier)**
Ident. no.: **(to be completed by the supplier)**
Tax Ident. no.: **(to be completed by the supplier)**
Bank contact: **(to be completed by the supplier)**
Account no.: **(to be completed by the supplier)**
(hereinafter referred to as “Seller”)

are closing on the bellow stated day, month and year according to provision of Section 2079 of the Act no. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as “Civil Code”) this purchase contract (hereinafter referred to as “Contract”). The Buyer and the Seller enter into this Contract due to the fact that the Seller's bid for delivery of the subject of performance hereof has been selected by the Buyer as the best bid in the tender called „**Independent small-scale solution for plant phenotyping**“ prior to entering into this Contract.

II. Subject of the fulfillment

1. The Seller undertakes, under this Contract, to deliver to the Buyer independent small-scale solution for plant phenotyping (hereinafter referred to as the "Goods") and in accordance with the technical specifications mentioned in the Seller's offer dated **(to be completed by the supplier)**, that is an integral part of this Contract as its Annex no. 1. The Seller is not entitled to deliver Goods in larger quantity as stated in Section 2093 Civil Code. Both parties to this Contract agreed that the application of provision Section 2099(2) Civil Code be excluded and thus will not apply.
2. The Seller hereby undertakes to surrender the Goods specified in Annex no. 1 to this Contract to the Buyer and allow him to acquire title to it, and to provide the warranty service under the conditions stipulated by this Contract.
3. The Buyer agrees to take over the Goods and pay the Seller the purchase price in the way and on the day agreed in this Contract.
4. Part of the delivery of the subject of the Contract is transport and delivery of legal documents.
5. The Seller declares pursuant to Section 2103 Civil Code, that the Goods is without any faults or defects.
6. The Goods shall be fully functional without any additional costs or expenditures necessary to be paid by the Buyer.

III. Term and place of delivery

1. The Seller undertakes to deliver Goods to the place of delivery, including the delivery of all legal documents to the Goods, no later than 60 calendar days after the effective date of this Contract.
2. Place of delivery: Faculty of Science, Laboratory of Growth Regulators, Palacký University & Institute of Experimental Botany AS CR, Šlechtitelů 241/27, 783 71 Olomouc, Czech Republic. Person authorised to take over the delivery on the basis of a handover protocol: **will be filled prior to contract signing**, or a person authorised by him to take over the Goods.
3. Both parties agreed, that Section 2126 and Section 2127 Civil Code on self-help sale will be excluded and thus shall not be applicable in the case of delay in take-over of the Goods by the Buyer.

IV. Purchase price

1. The purchase price is **(to be completed by the suppliant)** EUR (without VAT).
2. The purchase price is set as fixed price, the highest acceptable and maximal, covering all the costs related to the supply of the Goods (in particular the transport to the place of delivery, insurance, customs duties, fees, licence fees and copyrights, delivery of all legal documents to the goods, the warranty service) as well as profit of the Seller connected with

the delivery. A change in the purchase price is only possible and only on the assumption that changes in value added tax rates will occur after the conclusion of this Contract.

3. The Seller takes the responsibility for the fact, that the VAT rate at the time of invoicing is stipulated in compliance with the legislation.

V. Payment terms

1. The payment for the supply will be made on the basis of a due tax document (invoice) containing all relevant particulars, within a maturity date of 30 days following the day of its delivery to the Buyer. The invoice will be issued by the Seller not sooner than after delivery of the Goods, delivering the documents required by law, relevant documentation and instruction to use. The document on a due fulfillment of obligations by the Seller specified in the preceding sentence is a dated handover protocol signed by authorized persons of both contracting parties.

2. The invoice issued by the Seller must include all tax document prerequisites in accordance with Act No. 235/2004 Coll. on value added tax, as amended and the prerequisites of a commercial deed pursuant to Section 435 of the Civil Code as well as identification of the Contract, on the basis of which the fulfilment has been provided. The Seller shall affix the invoice with the stamp and signature of the person authorised to issue the invoice and with number of this Contract.

3. If the invoice issued by the Seller does not contain any of the obligatory particulars or if the Seller incorrectly invoices the price or the VAT, the Buyer is entitled to return such invoice to the Seller before the expiration of its maturity date for correction, stating the reason of its returning. The Seller shall correct it by issuing a new invoice. The initial maturity date stops running on the day of sending the incorrect invoice to the Seller and a new maturity date starts running on the day of the delivery a new invoice to the Buyer.

4. The contracting parties agree that the obligation to pay the purchase price is fulfilled on the day when the given sum is sent from the Buyer's account to the Seller's account given above in this Contract.

5. The Seller shall ensure proper and timely fulfillment of financial obligations to its subcontractors, where proper and timely fulfillment is considered full payment of invoices issued by the subcontractor for performances provided to the seller to fulfill obligations under the Contract, always no later than 30 days after receiving payment from the Buyer for specific performance (if the due date of the invoice issued by the subcontractor has not occurred before). The Seller undertakes to transfer the same obligation to other levels of the supply chain and to oblige its subcontractors to fulfill and spread this obligation also to lower levels of the supply chain. The Buyer is entitled to request the submission of documents on payments made to subcontractors and contracts concluded between the Seller and subcontractors. Failure to fulfill the obligations of the Seller under this agreement of the Contract is considered a material breach of Contract with the possibility of withdrawal by the Buyer from this Contract. Withdrawal from this Contract is in such a case effective by delivery of a written notice of withdrawal from the Contract to the other party.

VI. The Seller's responsibility for defects

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

2. During the guaranty period, the respective defects shall be removed within 60 calendar days at the latest after the day of the start of the defect notification (by email, letter form, fax), unless otherwise agreed in writing by persons authorized by contracting parties for technical matters. The seller upon the agreeing the suggested procedure, signs the protocol together with the person authorized in technical matters for the buyer, shall take over the defective part of the Goods for repair. The contracting parties have agreed that Section 2110 Civil Code shall not apply. The buyer is entitled to withdraw from the Contract for the defects or to require the delivery of new Goods irrespective of the fact that the Goods might be returned to the Seller or possibly return the Goods in the quality as it was received by the Buyer.

3. The Seller undertakes to perform the free of charge full service of the Goods delivered in the details of this Contract for the entire duration of the warranty period. The costs of performing the full-service warranty of delivered Goods are part of the purchase price.

VII. Contractual penalty

1. In the case of Seller's delay with delivery of any part of the Goods according to the period stated in the article III.(1) of this Contract, the Buyer will be entitled to a contractual penalty amounting 0,2% of the purchase price in EUR without VAT for each started day of the delay with its delivery.

2. The seller undertakes to pay to the Buyer contractual penalty amounting to 40 EUR for each starting day after the lapse of time for repair in the warranty period in compliance with this Contract for each particular case.

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

4. The maturity date of the charged contractual penalties is 30 days from the day of delivery of their written statement to the given contracting party and the day of payment means the day of debiting the contractual penalty from the account of the given contracting party to the account mentioned in the statement of the contractual penalty.

5. The Buyer is entitled to include the contractual penalties in the Seller's claim of the purchase price according to Section 1982 and following of the Civil Code. The Buyer and the Seller's claims are canceled in the amount in which they are covered, and these effects occur at the moment when the Buyer delivers a statement of netting to the Seller.

VIII. Final provisions

1. The Buyer reserves the right to publish the contents of the concluded Contract and its annexes.

2. Seller is a person obliged to cooperate in performing financial control within the meaning of Section 2(e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended. This obligation is extended to Sellers subcontractors, participating on fulfilling the subject of this Contract.

3. The contracting parties expressly agreed that all the rights and obligations under this Contract, as well as the rights and obligations arising from this Contract, will be settled in accordance with the appropriate provisions of the Civil Code and the Czech law.

4. The provisions of this Contract are separable. If any part of an obligation under this Contract is or becomes invalid or non-enforceable, this shall not affect the validity and the enforcement of other obligations under this Contract and the contracting parties undertake to replace such invalid or non-enforceable part of obligation with a new, valid and enforceable part of the obligation, the subject of which will correspond at the best to the subject of the original obligation. If the Contract does not contain a provision which would be justifiable for the determination of the rights and obligations, the contracting parties will make all the efforts to implement such provision in the Contract.

5. The contracting parties may modify or complete this Contract only in the form of written amendments numbered in the increasing order, expressly declared as amendments to this Contract signed by the authorized representatives of the contracting parties.

6. The Buyer is entitled in accordance with Section 2001 Civil Code to withdraw from this Contract for its substantial breach by the Seller; the substantial breach means:

6.1 the delay of the contractually determined term of delivery of the subject of the Contract by more than 10 days,

6.2 a failure to observe the technical specifications of the Goods mentioned in the Seller's offer,

6.3 delay of the Seller in repairing and removing the defects by more than 10 days.

The withdrawal from the Contract shall be made in a written form and becomes effective on the day of the delivery of the written notice to the other contracting party.

7. The Seller is not entitled to cede his rights and obligations under this Contract to a third person without the Buyer's approval.

8. As regards the delivery of shipments relating to the performance of this Contract sent by the Seller with the use of the postal service operator, Section 573 of the Civil Code does not apply.

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

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

11. Items listed in the Annex 1 of this Contract will be provided with mandatory publicity by Buyer.

12. This Purchase Contract is made in four copies considered as originals, signed by the authorized representatives of the contracting parties; the Buyer will obtain three copies and the Seller will obtain one copy.

13. Seller guarantees promptness of service in the warranty period, ie. travel to the place of installation, conducting detection of defects and discussing the necessary service operations with person authorized by the Buyer to act in technical matters, during warranty period no later than within 10 working days from the day of report of the defect, by visit from service technician. During the warranty period, the respective defects shall be removed within 30 working days at the latest after the day of the start of the defect removal, unless otherwise agreed in writing by persons authorized by contracting parties to act in technical matters. The Seller is obliged to provide repairs in the place of delivery, shall that be technically impossible, Seller shall take over the „faulty part“ of the Goods in order to repair it after signing a written protocol, stating suggested procedure agreed by the person authorised to act in technical matters for the contracting person. The contracting parties have agreed that § 2110 Civil Code shall not apply; the Buyer is therefore entitled to withdraw from the Contract for defects or demand the delivery of new Goods, regardless of whether he can return the Goods, or return them in the condition in which they were received.

14. The Seller undertakes to ensure the legal employment of persons in the performance of this Contract and to ensure fair and decent working conditions for the employees participating in the performance of the Contract. Fair and decent working conditions are those working conditions that meet at least the minimum standards set by labor and wage regulations. The Seller is obliged to ensure compliance with the requirements of this provision of the contract with its subcontractors. Failure to fulfill the obligations of the Seller under this agreement of this Contract is considered a material breach of Contract with the possibility of withdrawal by the Buyer from this Contract. Withdrawal from this Contract is in such a case effective by delivery of a written notice of withdrawal from the Contract to the other contractual party.

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

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

In Olomouc, on

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

.....
prof. MUDr. Martin Procházka, Ph.D.
rector

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