

Pilsen, February 25, 2014
Ref. no. ZCU 004860/2014 NTIS

Request for Proposals

The contracting authority awarding this Small-Scale Contract in accordance with the Public Contracts Act no. 137/2006, Coll., section 12 (3), as amended (hereinafter referred to as "the Act"), hereby invites suppliers to submit their proposals for the supply of a "**Plenoptic Sensor**" to be supplied in a Public Tender.

The Tender is subject to the Contractor Selection Guidelines of the Operational Programme Research and Development for Innovation (hereinafter referred to as "**OP RDI**") enclosed as Annex no. 2 to the Guidelines for OP RDI Applicants and Beneficiaries as amended. The Contracting Authority procedures for the award of public contract in connection with section 11.22 of the Guidelines.

1) Contracting authority:

Name:	University of West Bohemia in Pilsen
Address:	Univerzitní 8, 306 14 Plzeň, Czech Republic
Authorized representative:	Doc. Ing. František Vávra, CSc., Dean of the Faculty of Applied Sciences
Legal form:	public university
Identification no.:	49777513

2) Public Tender name: **Plenoptic Sensor**

3) Project Title:

Project title:	New Technologies for the Information Society (NTIS)
Project ID:	CZ.1.05/1.1.00/02.0090

4) Scope and Description of Supply:

Classification of the scope of supply of the Public Tender corresponds to the following items:

Regulating and controlling instruments and apparatus	CPV 38570000-1
Machines and apparatus for testing and measuring	CPV 38540000-2
Industrial process control equipment	CPV 38810000-6

The scope of supply of this Public Tender consists in the delivery of 1 (one) piece of industrial plenoptic sensor (for reading three-dimensional data in real time) and the required accessories (software necessary to read three-dimensional data in real time and compatible hardware for data analysis). Minimum technical specifications described below must be met.

The plenoptic sensor (hereinafter referred to as "the Device") consists of a sensor, optical system (object-lens, filter, micro-lens system) and lighting.

Basic (Minimum) Technical Specification of the Device:

The Device must meet the following requirements and enable the following functions:

Industrial plenoptic sensor:

- At least four million simultaneous light vectors;
- Minimum output:
 - Colour image with the resolution of 2048x2048 pixels;
 - More than 100 depth levels;
 - At least 25 frames per second;
- Communication interface compatible with the Gigabit Ethernet or USB 3.0 interfaces (at a minimum);
- Object-lens suitable for navigation in 3D space including necessary filters.

Lighting:

- Support for colour image scanning at a distance from 1 to 5 meters from the sensor;
- Suitable lighting colour for colour image scanning;
- Suitable light intensity sufficient to illuminate the space at the required distance.

Software tools:

- Minimal functionality of the delivered software (including one relevant commercial license) providing for direct data processing and communication with the sensor:
 - Depth recognition;
 - Image sharpness change option;
 - SDK (Software Development Kit) shall be included in the scope of supply.

The scope of supply shall contain compatible hardware equipment that can process all the data from the sensor in real time.

Further requirements:

- The delivered Device will be covered by a 12-month guarantee;

- The Device must be delivered with relevant full-fledged software including one (1) relevant license enabling its proper use by the Contracting Authority; the Contracting Authority also requires mutual SW and HW compatibility of the Device;
- On the day the subject matter of the Public Tender is delivered by the Bidder and accepted by the Contracting Authority, the right to use the provided software is transferred from the Bidder to the Contracting Authority within the scope necessary for the proper use of the subject matter of the Public Tender by the Contracting Authority. The Bidder shall grant the license for a definite period, i.e. for the duration of the copyright to the work. The Contracting Authority is not obliged to use the license. The price of the license must be included in the total bid price.
- Delivery of the Public Tender to the place of delivery constitutes an integral part of the Public Tender performance (see Article 5 herein);
- The Bidder shall be obliged to supply, together with the Device, user instructions in Czech or English, in hard or electronic copy.
- Maintenance of the Device shall be provided for the entire course of the guarantee period as stipulated in the Draft Contract.

Technical specifications of the subject matter (the Device) include minimum requirements that the device must comply with. Should the Bidder offer a solution that fails to meet the technical specification described above, the Bidder shall be disqualified from the Public Tender for its failure to meet the tender requirements specified by the Contracting Authority in this Request for Proposal

The Bidder shall complete an Annex to the Draft Contract (see Annex no. 1 to the Contract – Detailed Technical Specifications of the Goods) to demonstrate compliance with the technical specifications. For the avoidance of any doubt, the Bidder calls attention to the fact that the data filled in by the Bidder must comply with the minimum technical requirements defined for the Device by the Bidder in the article 4 of the Request for Proposal. If the technical parameters of the Device specified in the Annex to the Draft Contract fail to meet at least the minimum technical requirements of the Contracting Authority, the Proposal shall be disqualified from the Tender for the failure to meet the Tender Conditions.

5) Delivery Terms and Place of Delivery:

The subject matter of the Public Tender shall be supplied to the Contracting Authority to the Place of Delivery of the Public Tender no later than three (3) months upon signing the relevant Contract.

The Place of Delivery is the University of West Bohemia in Pilsen, Univerzitní 22, 306 14 Plzeň, Czech Republic.

6) Tender Documents

Tender Documents are part of the terms and conditions of this Request for Proposals (hereinafter referred to as "RFP"). The Request for Proposals is available in Czech and English languages. In case of conflict between the two language versions, the Czech version of the RFP will prevail.

7) Type of Public Tender:

Supply contract.

8) Deadline and Place for Submitting the Proposals and Eligibility:

a) Deadline for submitting the Proposals

The Proposals may be submitted until **1 p.m. on March 26, 2014** at the latest. Proposals submitted after this deadline will not be opened and evaluated by the Contracting Authority. In such a case, the Contracting Authority shall inform the relevant Bidder in writing immediately.

b) Place for submitting the Proposals

The Proposals may be delivered in person or by mail to the address of the Contracting Authority, University of West Bohemia in Pilsen, Univerzitní 8 (Mail Room – opening hours 8:00 a.m. – 2:00 p.m.), 306 14 Plzeň, Czech Republic. Any other form of delivery will not be considered proper delivery of the Proposal.

9) Contracting Authority's Contact Person:

The Contracting Authority's Contact Person is Jitka Růžičková, phone +420 377 631 311, e-mail: cibulkov@ntis.zcu.cz.

10) Proposal Validity Period:

The Proposal shall be binding on the Bidders for the period of three months of its submission. The Proposal Validity Period starts to run with the expiry of the deadline for the submission of the Proposals, and expires on the day of signing the Public Contract.

11) Qualification Criteria and Demonstration of Compliance with the Qualification Criteria:

11.1 The qualification criteria shall be met by a Bidder that will demonstrate compliance with the following:

- a) Basic qualification criteria;
- b) Professional qualification criteria;
- c) Technical qualification criteria;
- d) Economic and financial eligibility Criteria.

11.2 The deadline for demonstrating the compliance with the qualification criteria:

The Bidders are obliged to demonstrate compliance with the qualification criteria by the deadline for submitting the Proposals as specified in clause 8) a) herein.

11.3 Basic Qualification Criteria

11.3.1 The basic qualification criteria shall be met by a Bidder:

- a) That has not been finally convicted of a criminal offence committed for the benefit of an organized crime group, of a criminal offence of participation in an organized crime group, legalisation of proceeds of criminal activity, complicity, accepting bribes, bribery, indirect bribery, fraud, loan fraud, including the cases of preparation for and attempts to participate in such a criminal offence, or if the conviction on committing such a criminal offence has been expunged; in case of a legal person, this prerequisite must be met by the legal person as well as its statutory body and all its members, if the statutory body of the Bidder or its member is a legal person, this prerequisite must be met by the legal person as well as its statutory body and all members of the statutory body of such a legal person; if the Proposal or application for participation is submitted by a foreign legal entity through its organizational unit, this prerequisite, apart from the personnel specified herein, must also be met by the manager of the organizational unit; this basic qualification requirement must be met by the Bidder with regard to the territory of the Czech Republic, as well as with regard to the country of its registered office, place of business or residence;
- b) That has not been finally convicted of a criminal offence, where the facts of the case are related to the object of business activities of the Bidder under separate legal regulations or where the conviction on committing such a criminal offence has been expunged; if the Bidder is a legal person, this prerequisite must be met by the legal person as well as its statutory body and all its members, if the statutory body of the Bidder or its member is a legal person, this prerequisite must be met by the legal person as well as its statutory body and all members of the statutory body of such a legal person; if the Proposal or application for participation is submitted by a foreign legal entity through its organizational unit, this prerequisite, apart from the personnel specified herein, must also be met by the manager of the organizational unit; this basic qualification requirement must be met by the Bidder with regard to the territory of the Czech Republic, as well as with regard to the country of its registered office, place of business or residence;
- c) That has not accomplished elements of unfair competition practices in the form of bribery under separate legal regulation in the past three years;
- d) That has not been, in the preceding three years, subject to insolvency proceedings involving its assets, in which the declaration of bankruptcy has been issued or insolvency petition has not been rejected due to lack of assets on the part of the Bidder to cover the costs of insolvency proceedings, or the declaration of bankruptcy has not been set aside because of the Bidder's

insufficient property or in respect of which the receivership has been imposed on under separate legal regulation;

- e) That is not being wound up;
- f) That has no outstanding tax arrears registered in tax records, both in the Czech Republic and in the country of registered office, place of business or residence of the Bidder;
- g) That has no outstanding arrears in respect of payments and penalties of public health insurance, both in the Czech Republic and in the country of registered office, place of business or residence of the Bidder;
- h) That has no outstanding arrears in respect of payments and penalties of the social security insurance and contribution to the State employment policy, both in the Czech Republic and in the country of registered office, place of business or residence of the Bidder;
- i) That has not been found guilty for grave professional misconduct in the preceding three years or has not been imposed a disciplinary punishment under separate legal regulations¹, if pursuant to the Act, sect. 54 (d) professional qualifications are to be demonstrated pursuant to separate legal regulations; if the Bidder performs its activities through an authorized representative or any other person liable for the activity of the Bidder, this prerequisite will also apply to these personnel;
- j) That is not listed on the black list of Bidders banned to participate in the performance of public contracts;
- k) That has not been subject to a penalty finally imposed on the Bidder for allowing illegal work under separate legal regulations in the preceding three years.

11.3.2 The Bidder shall demonstrate that the basic qualification criteria pursuant to 11.3.1 herein have been met by submitting:

- a) **A declaration on word of honour** regarding articles 11.3.1 (a) – (k) of the Tender Documents (the template document enclosed as Annex no. 2 hereto)

11.4 Professional Qualification Criteria

The professional qualification criteria shall be met by a Bidder that has submitted:

- a) An **extract from the Commercial Register**, if it has been registered, or an extract from another register, if registered;
- b) A **document evidencing that the Bidder is authorized to pursue business activities** pursuant to separate legal regulations within the extent corresponding to the subject-matter of the Public Contract, in particular **evidence proving the existence of a relevant trade license**. The document evidencing that the

¹ Public Contracts Act no. 137/2006, Coll., as amended.

Bidder is authorized to pursue business activities must demonstrably apply to all activities that are the subject matter of the Public Contract and are set in the specification of the subject matter of the Public Contract specified in the clause 4 herein.

11.5 **Technical qualification criteria**

The technical qualification criteria will be met by a Bidder that has submitted:

- a) **Description of the goods to be delivered;** the Bidder shall enclose a catalogue or a leaflet presenting the proposed Goods (Device) and a detailed technical description indicating that all the technical conditions specified in article 4) of this RFP have been met. If the Proposal is prepared in Czech, the Contracting Authority permits this document to be submitted in English.

11.6 **Economic and Financial Eligibility Criteria**

The Bidder will submit a declaration on word of honour concerning the Bidder's economic and financial eligibility to perform the Public Contract. The mandatory template of the declaration on word of honour is enclosed as Annex no. 3 to this RFP.

11.7 **Evidence Documenting Compliance with the Qualification Criteria**

- a) The Bidder submits a regular copy of documents evidencing that the qualification criteria have been met. Documents evidencing compliance with the qualification criteria in any other language than Czech or English shall always be officially translated. This obligation shall not apply to documents in the Slovak language. **The documents evidencing compliance with the basic qualification criteria and a copy of an extract from the Commercial Register must not be older than 90 calendar days by the deadline when the qualification is to be documented.**
- b) If the qualification is demonstrated as subcontractor's qualification, the Bidder will be obliged to submit to the Contracting Authority the following:
 - i. Documents evidencing that basic qualification criteria pursuant to 11.3.1 (j) of this RFP and the professional qualification criteria pursuant to 11.4 (a) of this RFP have been met by the subcontractor, and
 - ii. A contract entered into with the subcontractor evidencing the subcontractor's commitment to provide the fulfilment required for the Bidder to deliver the Public Contract, or to provide goods or rights that the Bidder will be entitled to use and exercise in order to perform the Public Contract, at least within the extent of the subcontractor's qualifications evidenced pursuant to this RFP.

However, the Bidder is not authorized to employ a subcontractor to provide for the fulfilment of the qualification criteria pursuant to 11.4 (a) of this RFP.

- c) If the subject matter of the Public Contract is to be supplied jointly by several Bidders, and they submit a joint Proposal for the purpose, each of the Bidders will be obliged to evidence that the basic qualification criteria pursuant to 11.3 of this RFP and the professional qualification criteria pursuant to 11.4 (a) of this RFP have been fully met. The Bidders must also submit a contract containing their commitment that all these Bidders' liabilities to the Contracting Authority and third parties arising out of any legal relationship based on this Public Contract, will be joint and several for the entire period of the Public Tender performance.
- d) Unless specified otherwise by separate legal regulations, a foreign Bidder will evidence the fulfilment of the qualification criteria in a way required by the law of the country of its registered office, place of business or residence as required by the Public Contracts Act no. 137/2006, as amended, and the Contracting Authority. If a certain document is not issued pursuant to the laws of the country of the registered office, place of business or residence of the foreign Bidder, the foreign Bidder shall be obliged to prove that the particular qualification criteria have been met by a declaration on word of honour. If an obligation that is to be evidenced as one of the qualification criteria is not specified in the country of the registered office, place of business or residence of the foreign Bidder, the Bidder will execute a declaration on word of honour to declare the fact. Documents evidencing the fulfilment of the qualification criteria will be submitted by the foreign Bidder in the original language together with their certified Czech or English translations, unless an international treaty – that the Czech Republic is committed to – stipulates otherwise; this will also apply if the fulfilment of the qualification criteria is evidenced by documents in any other language than Czech or English by a Bidder whose registered office, place of business or address of permanent residence is in the Czech Republic. This obligation will not apply to documents in the Slovak language.
- e) A Bidder that shall not fully qualify as required, or shall not meet the obligation set out in sect. 58 of the Act², will be disqualified from the Tender by the Contracting Authority.

² Public Contracts Act no. 137/2006 Coll., as amended.

12) Anticipated value of the contract in CZK (excl. VAT):

Anticipated value of the Public Contract, total excl. VAT: CZK 572,000

The anticipated value was determined based on a market survey.

13) Conditions and Requirements Concerning Preparation of the Proposal:

- 13.1 The Proposals will be submitted in writing in hard copies in a duly sealed envelope. The Contracting Authority recommends that the envelope be marked by the company name and stamped or signed by a statutory body of a Bidder or a person authorized to represent the Bidder on the envelope closure. The envelope must be marked with **"Do not open – Public Contract – Plenoptic Sensor"**. Return address of the Bidder must be shown on the envelope.
- 13.2 The Proposal must contain identification data of the Bidder, namely: for a legal person – the business name, registered address, legal form, identification number of the entity (if assigned), and – for a natural person – the business name or name and surname, place of business, or place of permanent residence, as the case may be, identification number (if assigned). Furthermore, the Bidder is also recommended to specify a person authorized to act on behalf of the Bidder, or a person authorized to represent the Bidder and a contact person to handle correspondence between the Bidder and Contracting Authority.
- 13.3 The Proposal must be made out in writing in Czech or English language and must contain a Draft Contract signed by a person authorized to act on behalf or for the Bidder. If the Bidder is represented by an authorized representative authorized by a power of attorney, the power of attorney must be enclosed to the Proposal and specify the scope of the authorization.
- 13.4 The Bidder shall submit one copy of the Proposal. The Bidder is advised to clamp all the sheets of the Proposal together to make sure that all sheets are protected from being removed from the Proposal document. Furthermore, the Bidder is advised to ensure that the Proposal is well legible, with no scrawls and overwriting and all sheets are numbered in ascending order. Furthermore, the Bidder shall submit the Proposal in an electronic copy on a CD, scanned and saved in the *.pdf format. The Draft Contract shall also be submitted in the *.doc format, or in a compatible format. In case of inconsistencies between the hard and electronic copy of the Proposal, the information stated in the original written (hard) copy of the Proposal will take precedence.
- 13.5 If the Proposal is submitted jointly by more Bidders (joint Proposal), they will also specify a person authorized to represent these Bidders in dealings with the Contracting Authority in the course of the Public Tender.

13.6 The submitted Proposal must be structured as follows:

- a) Cover page
Title of the Public Tender, identification data of the Contracting Authority.
- b) Contents
The Proposal must contain all the chapters listed below, structured as required, including relevant numbers of sheets or pages.
- c) Cover sheet of the Proposal
The cover sheet shall contain the following information: name of the Public Tender, basic identification data of the Contracting Authority and the Bidder (including names of authorized personnel), the maximum acceptable bid price in CZK, date and signature of a person authorized to act on behalf of the Bidder. The use of Annex no. 1 to the RFP by the Bidder is mandatory.
- d) Documents evidencing that the qualifications as structured in article 11) of this RFP have been met;
- e) Description of the proposed supply indicating that all the technical requirements specified in Article 4) of this RFP will be satisfied including calculation of the proposed price in accordance with Article 14) of this RFP;
- f) A list of subcontractors that the Bidder plans to employ to deliver part of this Public Contract; the Bidder will specify identification data of all subcontractors and percentage share of the subcontractor's contribution to the total volume of the Public Contract, i.e. to the total price proposal.
- g) A Draft Contract signed by a person authorized to act on behalf of or for the Bidder, the mandatory template of which is enclosed as Annex no. 5 to this RFP;
- h) A declaration on word of honour confirming non-existence of a conflict of interests pursuant to Annex no. 4 to this RFP;
- i) Documents pursuant to the Public Contracts Act³, Section 68 – see Annex no. 6 to this RFP;
- j) A CD containing a complete scanned (original) Proposal submitted by the Bidder.

14) Calculation of the Bid Price:

14.1 The Contracting Authority in this tender provides the following methods for determining the offer price:

1) Foreign Bidder:

The Bidder shall indicate the total bid price in Czech crowns (CZK) excluding value added tax (VAT).

³ Public Contracts Act no. 137/2006, Coll., as amended.

The total bid price shall be determined as the maximum permissible price including all fees and any other costs related to public contracts, with the exception of VAT and import duties paid in full by the Contracting Authority (the import duty will be paid by the Contracting Authority – DAP delivery (University 22, Pilsen, Czech Republic) INCOTERMS 2010).

2) Czech Bidder:

The Bidder shall indicate the total bid price broken down as follows: Price in CZK excluding VAT, 21% VAT rate, the total amount of VAT in CZK and total price including VAT in CZK.

The total bid price shall be determined as the maximum permissible price including all the fees and any other costs related to the delivery of the Public Contract (including shipping, possible transport insurance, storage, and handling).

- 14.2 The bid price may only be exceeded as a result of changes in tax legislation concerning VAT.
- 14.3 Furthermore, the Contracting Authority specifies, that **the bid price must not exceed CZK 600,000 excluding VAT**; this is the maximum value and cannot be exceeded, as there is no higher funding at the disposal of the Contracting Authority. **In case the Bidder submits a bid exceeding the specified amount, the Bidder shall be disqualified from the Tender for a failure to meet the tender requirements.**

15) Alternative Solutions:

The Contracting Authority does not accept any alternative Proposals.

16) Evaluation Criteria:

The Proposals will be evaluated with regard to **the lowest bid price** excluding VAT.

The Proposals will be ordered according to the bid price, from the lowest bid price to the highest one.

17) Pursuant to the Act, section 18 (5), this Public Contract is not awarded pursuant to Act no. 137/2006, Coll., as amended.

18) Language of the Proposal:

The Proposal will be submitted in Czech or English language.

19) Draft Contract (conditions of the sale):

19.1 Binding conditions of the sale are stipulated in the Draft Purchase Contract enclosed as Annex no. 5 hereto. Bidders are authorised to enter information only in the highlighted fields **[TO BE COMPLETED BY THE BIDDER]**. No other changes in the Draft Purchase Contract are allowed.

19.2 Bidder must have the Draft Purchase Contract signed by its statutory body, or a person authorised or delegated to do so. An original or officially certified copy of the authorisation must be enclosed to the Draft Contract by the Bidder, if this be the case.

20) One Bidder may only submit one Proposal. The Bidder is not allowed to participate in the Tender more than once either, for example as a Bidder submitting a joint proposal, or as a subcontractor of another Bidder. However, one subcontractor may be a supplier to more Bidders.

21) Other Requirements and Conditions Specified by the Contracting Authority:

21.1 In the Proposal, the Bidder must indicate parts of the Public Contract that the Bidder plans to subcontract to one or more subcontractors, the Bidder must also specify identification data of all these subcontractors (see provision 13.6 f) of the RFP).

21.2 The Contracting Authority reserves the right to verify the information provided by the Bidder with third persons, and the Bidder is obliged to provide the Contracting Authority with all necessary cooperation in this respect.

21.3 The Contracting Authority reserves the right not to enter into the Contract with any of the Bidders.

21.4 The Bidder is not entitled to request any compensation of costs incurred in connection with the Bidder's participation in this Public Tender. Neither the original of the Proposal, nor its individual parts will be returned to Bidders.

21.5 The Contracting Authority reserves the right to alter or amend the subject matter of this Public Tender or its conditions. The Contracting Authority shall inform all Bidders addressed with the Request for Proposal, and those that requested the RFP to be provided to them, in writing of the fact. The Contracting Authority will send additional information to the Bidders four (4) business days before the deadline for submitting Proposals at the latest. At the same time, the deadline will be accordingly postponed.

21.6 The Contracting Authority will be authorized to cancel the Tender, before the Contract is signed, in particular if:

- a) In the course of the Public Tender issues requiring special attention occur, making it impossible to request the Contracting Authority to continue in the Public Tender; or
- b) The selected Bidder, or the Bidder that placed second, refuse to sign the Contract, or fail to provide sufficient cooperation to the Contracting Authority concerning signing of the Contract.

22) List of Annexes:

1. Cover Page of the Proposal
2. Declaration on Word of Honour to Demonstrate that the Basic Qualification Criteria Have Been Met
3. Declaration on Word of Honour to Confirm the Economic and Financial Eligibility
4. Declaration on Word of Honour Declaring the absence of a conflict of interest
5. Purchase Contract
6. Documents pursuant to the Public Contracts Act, Section 68, subsection 3⁴
7. Authorization of the Dean of the Faculty of Applied Sciences of University of West Bohemia in Pilsen to Act on Behalf of the Public University



Doc. Ing. František Vávra, CSc.
Dean, Faculty of Applied Sciences
authorized to act on behalf of the
University

⁴ Public Contracts Act no. 137/2006, Coll., as amended.

Annex no. 1 to the Request for Proposal

Cover Page of the Proposal

BASIC INFORMATION:

Title of the Public Contract: **Plenoptic Sensor**
Contracting Authority: University of West Bohemia in Pilsen
Represented by: Doc. Ing. František Vávra, CSc.,
Dean of the Faculty of Applied Sciences,
authorized to act on behalf of University of West
Bohemia
Address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Identification no.: 49777513
Tax identification no: CZ49777513
Contact person: Jitka Růžičková
Phone: +420 377 631 311
Fax: +420 377 631 302
E-mail: cibulkov@ntis.zcu.cz

The Bidder: [TO BE COMPLETED BY THE BIDDER]
Address: [TO BE COMPLETED BY THE BIDDER]
Identification no.: [TO BE COMPLETED BY THE BIDDER]
Tax identification no.: [TO BE COMPLETED BY THE BIDDER]
Person authorised to act
on behalf of the Bidder: [TO BE COMPLETED BY THE BIDDER]
Authorised representatives: [TO BE COMPLETED BY THE BIDDER]

THE TOTAL BID PRICE – FOREIGN BIDDER:

	Currency	Price excl. VAT
Plenoptic sensor delivery	CZK	[TO BE COMPLETED BY THE BIDDER]

THE TOTAL BID PRICE – CZECH BIDDER:

	Price in CZK excl. VAT	VAT rate %	VAT in CZK	Price in CZK incl. VAT
Plenoptic sensor delivery	[TO BE COMPLETED BY THE BIDDER]	21	[TO BE COMPLETED BY THE BIDDER]	[TO BE COMPLETED BY THE BIDDER]

Date **[TO BE COMPLETED BY THE BIDDER]**

.....
[TO BE COMPLETED BY THE BIDDER Business name + person authorized to act on behalf of the Bidder]

Annex no. 2 to the Request for Proposal

Declaration on Word of Honour to Demonstrate that the Basic Qualification Criteria Have Been Met

I hereby declare on my word of honour that:

- a) Neither the supplier, nor any of the officers of the supplier have been legitimately convicted of a criminal offence committed for the benefit of an organized crime group, of a criminal offence of participation in an organized crime group, legalisation of proceeds of criminal activity, complicity, accepting bribes, bribery, indirect bribery, fraud, loan fraud, including the cases of preparation for and attempts to participate in such a criminal offence, or if the conviction on committing such a criminal offence has been expunged;
- b) Neither the supplier, nor its statutory body or any of the officers of the supplier have been legitimately convicted of a criminal offence, where the facts of the case are related to the object of business activities of the supplier under separate legal regulations or where the conviction on committing such a criminal offence has been expunged;
- c) The supplier has not accomplished elements of unfair competition practices in the form of bribery under separate legal regulations in the past three years;
- d) In the past three years the supplier has not been subject to insolvency proceedings involving its assets, in which the declaration of bankruptcy has been issued or insolvency petition has not been rejected due to a lack of assets on the part of the supplier to cover the costs of insolvency proceedings, or the declaration of bankruptcy has not been set aside because of the supplier's insufficient property or in respect of which the receivership has been imposed on under separate legal regulation;
- e) The supplier is not being wound up;
- f) The supplier has no outstanding tax arrears registered in tax records, both in the Czech Republic and in the country of registered office, place of business or residence of the supplier;

- g) The supplier has no outstanding arrears in respect of payments and penalties of public health insurance, both in the Czech Republic and in the country of registered office, place of business or residence of the supplier;
- h) The supplier has no outstanding arrears in respect of payments and penalties of the social security insurance and contribution to the State employment policy, both in the Czech Republic and in the country of registered office, place of business or residence of the supplier;
- i) The supplier has not been found guilty for grave professional misconduct in the preceding three years or has not been imposed a disciplinary punishment under separate legal regulations, where demonstration of professional qualifications under separate legal regulations is required pursuant to section 54(d); the same will apply to an authorized person and any other person carrying out the activity on behalf of the supplier, if such activity is carried out by this person;
- j) The supplier is not enrolled on the black list of suppliers banned to participate in the performance of public contracts; and
- k) In the preceding three years there has been no penalty finally imposed on the supplier for allowing illegal work under separate legal regulations.

Date [TO BE COMPLETED BY THE BIDDER]

.....
[TO BE COMPLETED BY THE BIDDER
Business name + person authorized to
act on behalf of the Bidder]

Annex no. 3 to the Request for Proposal

Name of the Public Contract: **Plenoptic Sensor**
Contracting Authority: University of West Bohemia in Pilsen
Represented by: Doc. Ing. František Vávra, CSc.,
Dean of the Faculty of Applied Sciences,
authorized to act on behalf of University of West
Bohemia
Registered address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Identification no.: 49777513

Declaration on Word of Honour Confirming Economic and Financial Eligibility

I hereby declare on my word of honour, that the Bidder [TO BE COMPLETED BY THE BIDDER], registered address [TO BE COMPLETED BY THE BIDDER] is economically and financially eligible to supply the said Public Contract in accordance with the Public Contracts Act no. 137/2006, Coll., section 50, subsection 1 (c).

Date [TO BE COMPLETED BY THE BIDDER]

.....
[TO BE COMPLETED BY THE BIDDER
Business name + person authorized to
act on behalf of the Bidder]

Annex no. 4 to the Request for Proposal

DECLARATION ON WORD OF HONOUR DECLARING ABSENCE OF A CONFLICT OF INTEREST

For the Public Contract Entitled "Plenoptic Sensor"

1. The Bidder:

Name / Company: [TO BE COMPLETED BY THE BIDDER]

Place of business/Registered address: [TO BE COMPLETED BY THE BIDDER]

Identification no.: [TO BE COMPLETED BY THE BIDDER]

The Bidder hereby declares on word of honour that there exist no conditions that would enable existence of the conflict of interests as specified in the call for proposal relating to the Tender Documents for the Public Contract, namely:

- a) That the Bidder has not participated in the preparation of this Tender;
- b) That no employee of the Contracting Authority, or member of the implementation team of the project or a person participating in the preparation or implementation of the Tender as a contractor have participated in the preparation of the Bid submitted by the Bidder;
- c) That the Bid submitted by the Bidder has not been prepared by the Bidder in association with a person who is an employee of the Contracting Authority, or member of the project implementation team, or a person participating in the preparation or implementation of The Tender as a contractor;
- d) That the Bidder's subcontractor is not an employee of the Contracting Authority, member of the project implementation team or a person participating in the preparation or implementation of the Tender as a contractor.

Date [TO BE COMPLETED BY THE BIDDER]

.....
[TO BE COMPLETED BY THE BIDDER
Business name + person authorized to
act on behalf of the Bidder]

Annex no. 5 to the Request for Proposal

PURCHASE CONTRACT no. 9026/...../14

(Hereinafter referred to as "the Contract")

Entered into Pursuant to the Civil Code, Act no. 89/2012, Coll., section 2079 et sequentes and section 2358 et sequentes, as amended, and the Copyright Act, Act no. 121/2000, Coll., as amended

I.

Contractual Parties

The Purchaser: University of West Bohemia in Pilsen

Address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Person authorized to act
on behalf of the Purchaser Doc. Ing. František Vávra, CSc.,
Dean of the Faculty of Applied Sciences,
authorized to act on behalf of University of West
Bohemia
Bank account: Komerční banka a.s., Plzeň-město
Account number: 4811530257/0100
Identification no.: 49777513
Tax identification no.: CZ49777513

(Hereinafter referred to as "the Purchaser") as one Contractual Party

And

The Seller:

[TO BE COMPLETED BY THE BIDDER]
Address: [TO BE COMPLETED BY THE BIDDER]
Acting through
/ represented by: [TO BE COMPLETED BY THE BIDDER]
Bank account: [TO BE COMPLETED BY THE BIDDER]
Account number: [TO BE COMPLETED BY THE BIDDER]
Identification no.: [TO BE COMPLETED BY THE BIDDER]
Tax identification no.: [TO BE COMPLETED BY THE BIDDER]
Registered in the Commercial Register of [TO BE COMPLETED BY THE BIDDER] section [TO BE COMPLETED BY THE BIDDER], insert [TO BE COMPLETED BY THE BIDDER]

(Hereinafter referred to as "the Seller") as the other Contractual Party
(Together also referred to as "the Contractual Parties")

Enter into the following Contract based on the result of the Tender for the Small-scale Contract entitled "PLENOPTIC SENSOR" as follows:

II.

Subject of the Contract

- 2.1.** The Seller undertakes to supply a new fully functional and complete device and fully fledged software including a commercial license for one (1) work station – i.e. **one (1) plenoptic sensor** (hereinafter referred to as "the Goods") and related services to the Purchaser within the scope and pursuant to the terms and conditions of the herein Contract, and to transfer the ownership rights to the Goods on the Purchaser. The Goods is specified in detail in Annex no. 1 to this Contract and forms its integral part.
- 2.2.** The Seller's commitment also includes transportation of the Goods, including possible transport insurance, to the place of delivery pursuant to Article III herein. Furthermore, the Seller undertakes to supply to the Purchaser a license for the use of software for at least one (1) work station (PC) enabling proper and fully-functional use of the Goods from the date of receipt of the Goods. The right for the use of software – license is provided as licence unlimited in time and territory, and its price is included in the purchase price of the Goods, it will be transferable including the right of sub-licensing and may be transferred without the Seller's consent. The Purchaser is not obliged to use the license.
- 2.3.** The Seller declares that it is authorized to provide this license to the benefit of the Purchaser without any limitations relating to third parties, natural and legal, and that the said software is not encumbered by any third party rights in accordance with the Act no. 121/2000, Coll., Copyright and Rights Related to Copyright and on Amendment to Certain Acts, as amended, nor pursuant to any other law. The Seller acknowledges and agrees that should the rights of the Purchaser relating to the granted license be constrained by any person, or should any person prevent the Purchaser from proper exercise of such rights, the Seller shall be obliged to prevent such activity and compensate the Purchaser for the loss incurred at the Seller's own charge.
- 2.4.** In case the representation provided by the Seller in clause 2.3 herein proves false, or the license is contrary to the Seller's representation above invalid or the scope of the license provided is insufficient, the Purchaser shall be entitled to re-

quest the Seller to pay a contractual penalty of CZK 50,000; this will not prejudice the right of the Purchaser to claim damages. In such a case, the Purchaser shall also be entitled to request the Seller to provide sufficient license within the scope required; if the Seller fails to accommodate this request within 30 days of the delivery of the Purchaser's note at the latest, the Purchaser shall be entitled to terminate this Contract. This provision does not prejudice the Purchaser's right to claim damages for the Seller's failure to perform this Contract.

- 2.5.** The Purchaser undertakes to accept the Goods supplied by the Seller, and to pay the stipulated purchase price for the Goods using the payment method, and by the due date, stipulated herein.

III.

Time and Place of Delivery

- 3.1.** The Seller undertakes to supply the subject matter of the Contract to the Purchaser within three (3) months after the Contract is signed by both Contractual Parties at the latest. Should the Seller be in delay with the delivery pursuant to this article, the Seller undertakes to pay a contractual penalty of 0.05% of the total purchase price excluding VAT for every, even started, day of the delay to the Purchaser. The contractual penalty will not prejudice the right to claim damages.
- 3.2.** The Goods shall be handed over by the Seller and accepted by the Purchaser by a mutually signed hand-over/acceptance protocol. The Purchaser shall be entitled to reject the Goods delivery, if the Goods demonstrate apparent defects.
- 3.3.** The place of delivery is University of West Bohemia in Pilsen (NTIS), Univerzitní 22, 306 14 Plzeň, Czech Republic.
- 3.4.** If the Seller is a foreigner Seller, the delivery of Goods will follow the INCOTERMS 2010 DAP method (delivery at place), unless stipulated otherwise herein.

IV.

Price and Payment Terms

- 4.1.** The purchase price for the Goods and volume stipulated herein under the terms and conditions of the Contract was determined by an agreement of the Contractual Parties and results from the price bid submitted by the Seller calculated for

the purposes of the Tender concerning the delivery of the subject-matter of this Contract.

- 4.2. A⁵: [THE CZECH SELLER]** The Purchaser undertakes to pay the Seller for the duly and timely delivered supply of the Goods pursuant to article II herein the stipulated **purchase price of CZK [TO BE COMPLETED BY THE BIDDER] excluding VAT** (in words: [TO BE COMPLETED BY THE BIDDER] Czech crowns). The VAT will be 21 %; the VAT amounts to CZK [TO BE COMPLETED BY THE BIDDER] (in words: [TO BE COMPLETED BY THE BIDDER]), **the purchase price including VAT is CZK [TO BE COMPLETED BY THE BIDDER] (in words: [TO BE COMPLETED BY THE BIDDER] Czech crowns).**

B⁵: [THE FOREIGN SELLER] The Purchaser undertakes to pay the Seller for the duly and timely delivered supply of the Goods pursuant to article II herein the stipulated **purchase price of CZK [TO BE COMPLETED BY THE BIDDER] excluding VAT** (in words: [TO BE COMPLETED BY THE BIDDER] Czech crowns).

VAT in the legal amount, based on self-assessment, shall be paid by the Purchaser.

- 4.3.** The purchase price is stipulated as the highest possible price including all fees and any other costs associated with the delivery of the subject matter of the Contract. The price includes transportation as well as relevant transport insurance, handling as well as any administrative charges, approval procedure costs, required testing, declaration of conformity, certificates and attests, transfer of rights, insurance, transportation charges etc. The bid price may only be exceeded as a result of changes in tax legislation concerning VAT.
- 4.4.** The Purchaser shall settle the purchase price in the Czech currency against a tax document – invoice. The purchase price for the Goods supplied pursuant to this Contract shall be invoiced by the Seller within 20 days of the Goods delivery to the Purchaser, i.e. the day when the hand-over/acceptance protocol is signed by both contractual parties.
- 4.5.** The tax document (the invoice) must contain all elements of a proper accounting and tax document pursuant to the relevant legislation, namely the Value Added Tax Act no. 235/2004, Coll., as amended. The Purchaser shall be entitled to return an invoice missing the relevant elements to the Seller to be amended before

⁵ The Purchaser will choose one of the alternatives, the alternative A or alternative B, the chosen alternative will remain in the draft contract; the other alternative will be omitted.

its due date, and the Purchaser will not be in delay with the payment in such a case. The payment period will start to run again after the duly amended or corrected invoice is received by the Purchaser.

- 4.6.** The invoice will be due 30 days after it is demonstrably delivered to the Purchaser.
- 4.7.** The Purchaser shall not provide any advance payments.
- 4.8.** Should the Purchaser be in default with payment of the invoice, the Seller shall be entitled to request an interest on late payment of 0.05% of the amount due for every, even started, day of the delay from the Purchaser. The interest on late payment will not be charged, if the payment is postponed due to late allocation of funding from the Operational Programme RDI.
- 4.9.** The Purchaser will be entitled to unilaterally – without the Seller’s content – offset any contractual penalties that the Seller is obliged to pay, against the invoiced amount.

V.

Rights and Obligations of the Contractual Parties

- 5.1.** The Seller will be obliged to deliver the Goods in the agreed volume, quality and design. All the Goods supplied by the Seller to the Purchaser according to this Contract must meet the quality requirements stipulated herein.
- 5.2.** The Seller will be obliged to supply the Goods to the Purchaser free of any defects and according to the terms and conditions stipulated herein, the Goods will be considered duly delivered when accepted by the Purchaser, i.e. when the hand-over/acceptance protocol is issued to confirm the performed delivery. The hand-over/acceptance protocol will not be signed until the Goods delivery by the Seller is fully completed.
- 5.3.** The Seller will be obliged to supply exhaustive technical and other documents necessary for the use of the Goods to the Purchaser together with the Goods including instructions for use in the English and/or Czech language.
- 5.4.** The Purchaser assumes the ownership right to the Goods on the day the Goods is duly delivered and accepted by the Purchaser and the hand-over/acceptance pro-

tocol is signed. The risk of damage to things is assumed by the Purchaser on the same day.

- 5.5.** The Seller is obliged to immediately inform the Purchaser about possible risk that the deadline will not be met, and about any circumstances that might prevent delivery of the subject matter of the Contract.
- 5.6.** The Seller is obliged to maintain appropriate qualifications demonstrated in the course of the Tender preceding this Contract throughout the entire duration of the Contract. If this provision is breached, the Purchaser will be entitled to terminate this Contract for gross violation of the Contract.
- 5.7.** The Seller is not entitled to assign any rights or obligations arising from this Contract to a third party without obtaining a previous written consent of the Purchaser.
- 5.8.** The Seller agrees that any receivables that may be claimed from the Purchaser and that come to existence based on this Contract may not be assigned or set off by a unilateral legal act.
- 5.9.** The Seller will be liable to the Purchaser for any damage caused by violation of duties stipulated in this Contract or obligations stipulated by applicable law.
- 5.10.** The Contractual Parties agreed, and the Seller determined, that the person authorized to act on behalf of the Seller in the matters relating to the herein Contract and its execution is/are:

Name: [TO BE COMPLETED BY THE BIDDER]

E-mail: [TO BE COMPLETED BY THE BIDDER]

Phone: [TO BE COMPLETED BY THE BIDDER]

- 5.11.** The parties agreed and the Purchaser determined, that the person authorized to act on behalf of the Purchaser in the matters relating to the herein Contract and its execution is:

Name: Ing. Ondřej Severa

E-mail: osevera@kky.zcu.cz

Phone: +420 377 632 583

- 5.12.** All and any correspondence, instructions, notices, requests, notes and other documents made out by the Contractual Parties based on this Contract or in relation to it will be made out in writing in Czech or English, and will be delivered either in person or by registered mail, fax or e-mail to the mailing addresses of the personnel authorized pursuant to this Contract and to their attention. In case of collision of the two language versions, the relevant version of the document in the Czech language will take precedence.
- 5.13.** The Seller acknowledges that pursuant to the Financial Control in Public Administration Act no. 320/2001, Coll., section 2 (e), as amended, the Seller is a person obliged to cooperate in exercising financial control. A controlling body of the Operational Programme RDI will be authorized to perform an audit and access those parts of the Proposal, Contracts and relating documents that are subject to separate legal regulations (such as trade secret, proprietary information) for a period of three years after the operational programme is closed, provided that the requirements defined by the law (for example the State Control Act no. 552/1991, Coll., section 11 (c) and (d) and section 12, subsection 2 (f), as amended) are met. The controlling body of the Operational Programme RDI is similarly authorized to perform audit at the Seller's subcontractors (see Annex no. 2 to the Guidelines for OP RDI Applicants and Beneficiaries – Contractor Selection Guidelines <http://www.msmt.cz/file/14585>).
- 5.14.** The Seller will be obliged to provide the Purchaser with free of charge telephone and e-mail consulting concerning the operation and use of the Goods for at least the period of the warranty of the Goods.
- 5.15.** The Seller will be obliged to properly maintain all documents relating to the execution of the subject-matter of the Contract, including accounting books, for at least three years after the OP RDI project is closed, i.e. at least until 2021. During the same time period, the Seller will be obliged to provide requested information and documents to the employees or agents of bodies authorized to audit projects performed under OP RDI and will be obliged to create conditions for these personnel to be able to carry out the audit of the project implementation and cooperate in the audit.
- 5.16.** If any part of the supply of the Goods pursuant to this Contract is to be subcontracted, the Seller must provide identification data of a relevant subcontractor:
[TO BE COMPLETED BY THE BIDDER].

Any changes of the subcontractor pursuant to this Contract are subject to a previous written consent of the Purchaser.

- 5.17.** The Seller undertakes to observe all and any obligations set out in the Seller's Proposal submitted to the Public Tender specified in Article I herein.

VI.

Guarantee

- 6.1.** The Seller provides a 12-month guarantee on the Goods. The guarantee period starts to run on the day the Goods are delivered to the Purchaser, i.e. the day when the hand-over/acceptance protocol is signed.
- 6.2.** The Purchaser is obliged to inform the Seller about any defects covered by the guarantee as soon as they are identified. The Seller will carry out any repairs covered by the guarantee free of charge and without undue delay, depending on the type of defect.
- 6.3.** In the course of the guarantee period, the Seller is obliged to remove the claimed defects, or accommodate other claims of the Purchaser associated with unsatisfactory performance; the Seller will be obliged to remove the claimed defect within 1 month after being notified about the defect by the Purchaser by phone or in writing, unless the contractual parties stipulate otherwise. If a defect is identified in the course of the guarantee period, the guarantee period will be extended by the time elapsed between the moment when the Purchaser reports the defect and its removal by the Seller.
- 6.4.** Should the Seller be in delay with the removal of defects reported by the Purchaser pursuant to article 6.3 herein, the Seller undertakes to pay a contractual penalty of 0.05% of the purchase price excluding VAT for each day of the delay to the Purchaser.
- 6.5.** Any claims may be raised by the last day of the guarantee period at the latest; claims mailed on the last day of the guarantee period will be considered duly raised claims.
- 6.6.** The guarantee does not cover defects caused by unprofessional manipulation or mechanical damage of the device by the Purchaser.

VII.

Validity and Effect of the contract

- 7.1** The Contract becomes valid and effective on the day it is signed by authorized representatives of the two Contractual Parties.

- 7.2** The Contract can only be terminated for reasons stipulated in the Contract or specified by law.
- 7.3** A contractual party affected by the other party's failure to meet its obligation may unilaterally terminate this Contract for a gross violation of the Contract; in particular, the following shall be considered gross violation of this Contract:
- Purchaser's failure to pay the purchase price in accordance with this Contract within 30 days after the due date of a relevant invoice;
 - Seller's failure to duly deliver the Goods, or even part of the Goods, on the agreed dates;
 - Seller's failure to supply Goods possessing the characteristics declared by the Seller in this Contract;
 - Seller's failure to remove any defects on time pursuant to article 6.3 herein;
 - If the Seller submitted information or documents failing to truly describe the reality in the Seller's Proposal submitted to the Tender, and such information or documents could have affected the result of the Tender.
- 7.4** Once the Contract becomes ineffective, all and any obligations of the Contractual Parties arising from this Contract will cease to exist. The ineffectiveness or termination of the Contract will not affect the existence of the right to claim damages and contractual penalties in case of violation of the contractual obligations existing before the Contract becomes ineffective, and obligations of the Contractual Parties that are to survive this Contract pursuant to the Contract or by their nature or by law.

VIII.

Closing Provisions

- 8.1** The relationship between the parties shall be governed by the Czech law. Matters not expressly stipulated in the Contract are governed by the relevant provisions of the Civil Code, Act no. 89/2012, Coll., as amended. Any disputes arising from this Contract or relating to this Contract will be resolved by a Czech court of the relevant jurisdiction in the place of registered address of the Purchaser.
- 8.2** All and any changes and amendments to the Contract may only be made by a written agreement of the Contractual Parties. Such agreements must be in the form of dated and numbered amendments to the Contract signed by both Contractual Parties.

- 8.3** If any of the parties is unable to duly perform this Contract due to circumstances preventing it to do so, the party will be obliged to inform the other party about the fact without undue delay and initiate a meeting of the Purchaser's and Seller's representatives.
- 8.4** If a reason causing one provision to be invalid only affects a certain provision of the Contract, only this particular provision will be invalid, unless its nature or circumstances, under which it was stipulated, indicate that it is not severable from the rest of the Contract.
- 8.5** The Contractual Parties will always strive to reach an amicable settlement of possible disputes arising out of the Contract. If the amicable settlement is impossible to reach within 30 business days of the first notification of the other party, any of the Contractual Parties will be entitled to file its claim at a competent court. Arbitration procedure is excluded.
- 8.6** The Contract is made out in 4 (four) identical copies, each of which is valid as original. Each of the Contractual Parties will receive 2 (two) identical copies.
- 8.7** The Contractual Parties declare that they have read the Contract before signing, and have no reservations to its content whatsoever. The Contract expresses their sincere, real, free and serious will. To demonstrate that these statements are authentic and true the authorized representatives of the Contractual Parties attach signatures in their own hand.

Annexes:

Annex no. 1: Detailed Technical Specification of the Goods

Annex no. 2: Authorization of the Dean of the Faculty of Applied Sciences of University of West Bohemia in Pilsen to Act on Behalf of the Public University

In [by the Bidder] date [by the Bidder]

In Pilsen date

.....

.....

On behalf of the Seller
[by the Bidder]

On behalf of the Purchaser
Doc. Ing. František Vávra, CSc.,
Dean of the Faculty of Applied Sciences
authorized to act on behalf of the
University

Annex no. 1 to the Contract – Detailed Technical Specification of the Goods

The equipment consists of the following components, meets the specified (minimum) technical parameters and supports the following features:

Industrial plenoptic sensor's technical specifications

- At least four million simultaneous light vectors
- Minimum output – colour image with the resolution of 2048x2048 pixels; more than 100 depth levels; at least 25 frames per second
- Communication interface compatible with the Gigabit Ethernet or USB 3.0 interfaces (at a minimum)
- Object-lens suitable for navigation in 3D space, including necessary filters

Lighting technical specifications

- Support for colour image scanning at a distance from 1 to 5 meters from the sensor
- Suitable lighting colour for colour image scanning
- Suitable light intensity sufficient to illuminate the space at the required distance

Software technical specifications

- Minimal functionality of the delivered software (including one relevant commercial license) providing for direct data processing and communication with the sensor – depth recognition; image sharpness change option; SDK (Software Development Kit) shall be included in the scope of supply

Hardware technical specifications

- The scope of supply shall contain compatible hardware equipment that can process all the data from the sensor in real time

The Seller expressly declares that the Equipment representing the object of sale meets the above-specified technical parameters and features and is identical with the Bid submitted by the Seller to the Public Tender preceding signing of the Purchase Contract.

Annex no. 6 to the Request for Proposal

**Documents Enclosed pursuant to the Public Contracts
Act⁶, Section 68, Subsection 3**

For the Public Contract

"Plenoptic Sensor"

1. Identification of Bidder:

Name / business name: [TO BE COMPLETED BY THE BIDDER]

Place of business / registered office: [TO BE COMPLETED BY THE BIDDER]

Identification no.: [TO BE COMPLETED BY THE BIDDER]

- a) The Bidder submits the following list of statutory bodies or members of statutory bodies who were employed by the Contracting Authority, held a position, or had any similar relationship with the Contracting Authority in the three years prior to the deadline for submitting of the Bids:

[TO BE COMPLETED BY THE BIDDER]

- b) The Bidder submits a list of its shareholders the total nominal value of whose shares exceeds 10% of the registered capital as of the date of submitting the Bids:

[TO BE COMPLETED BY THE BIDDER; if the Bidder is not a joint stock company, this field will remain empty]

- c) The Bidder hereby declares that he has not entered and will not enter into any prohibited agreement as specified by special legal regulations, or pursuant to the Protection of Competition and Amendments to Some Laws Act no. 143/2001 Coll., as amended, in relation to the Tender.

2. Signature of the Bidder / person authorized to act on behalf of the Bidder:

Date [TO BE COMPLETED BY THE BIDDER]

.....
[TO BE COMPLETED BY THE BIDDER
Business name + person authorized to
act on behalf of the Bidder]

⁶ Public Contracts Act no. 137/2006, Coll., as amended.

POVĚŘENÍ

(v souladu se zák. č. 262/2006 Sb.; zákoník práce, ve znění pozdějších předpisů, zák. č. 111/1998 Sb., o vysokých školách, ve znění pozdějších předpisů; zák. č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů)

Západočeská univerzita v Plzni, IČO: 49777513, se sídlem Plzeň, ul. Univerzitní 8/2732, PSČ: 306 14, jednající doc. PaedDr. Ilonou Mauritzovou, Ph.D., rektorkou, tímto

p o v ě ř u j e

v souladu (i) s Rozhodnutím rektora č. 25R/2012 - Organizačním řádem Západočeské univerzity v Plzni ze dne 28.08.2012, ZCU 028615/2012, (ii) se zák. č. 111/1998 Sb., o vysokých školách; (iii) Statutem Západočeské univerzity v Plzni ze dne 20.12.2012 a (iv) zák. č. 111/1998 Sb., o vysokých školách, ve znění pozdějších předpisů,

ke dni 1. 8. 2013

jméno: **FRANTIŠEK** příjmení: **VÁVRA** narozen dne: 22. dubna 1949, bytem: Alej Svobody 52, 323 00 Plzeň, funkce: **děkan Fakulty aplikovaných věd, zaměstnanec Západočeské univerzity v Plzni**, zejména k:

- zajištění všech úkonů souvisejících s organizací, koordinací a výkonem činností při zadávání veřejných zakázek ve smyslu zák. č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů, v rámci Operačního programu Výzkum a vývoj pro inovace, projekt NTIS, CTPVV;
- k podpisu všech právních úkonů souvisejících se zadáváním veřejných zakázek ve smyslu zák. č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů, v rámci Operačního programu Výzkum a vývoj pro inovace, projekt NTIS, CTPVV.

V Plzni, dne 17. července 2013

.....
doc. PaedDr. Ilona Mauritzová, Ph.D., rektorka ZČU

Uvedené pověření přijímám:

.....
doc. Ing. František Vávra, CSc., děkan FAV