

Pilsen, date 2th October, 2014

Invitation to Submit Bids

The Contracting Authority assigning the **Below-the-Threshold Public Tender** in accordance with the Public Contracts Act, section 12, subsection 3, as amended (hereinafter referred to as "the Act"), hereby invites suppliers to submit their bids for the Public Contract entitled:

Delivery of Software to Develop OPC UA Servers

Contracting Authority: University of West Bohemia in Pilsen

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Public Contract Title: Delivery of Software to Develop OPC UA Servers

Contracting Authority: University of West Bohemia in Pilsen

Address: Univerzitní 8, 306 14 Pilsen, Czech Republic

ID No.: 49777513

Tax ID No.: CZ49777513

Person Authorized to Act on Behalf of the Contracting Authority: doc. RNDr. Miroslav Lávička, Ph.D.
Dean of the Faculty of Applied Sciences authorized to act on behalf of the university

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The Contracting Authority follows 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, in order to assign this Public Contract.

Project Title: New Technologies for Information Society (NTIS)

Project Number: CZ.1.05/1.1.00/02.0090

In accordance with section 5, subsections 6 and 18, of the Public Contracts Act, this Contract is assigned out of scope of the Act no. 137/2006, Coll., as amended. This is not a public contract assigning procedure as specified by the law.

If the term "Bidder" is used in the Tender Dossier, it will also apply to situations where the Act uses the term "Supplier" as well.

The Tender Dossier that is included in this Invitation to Submit Bids (hereinafter referred to as "the Invitation") is prepared in the Czech and English languages. In case of conflict of the two language versions, the Czech version will take precedence.

1 SPECIFICATION OF THE SUBJECT MATTER OF THE PUBLIC CONTRACT

1.1 Subject matter of the Public Contract

- 1.1.1 The subject matter of this Public Contract is the delivery of one (1) Software (toolkit) source code, allowing the user to develop servers according OPC UA technical specifications (hereinafter also referred to as "the Product" or "the Software") as specified in the minimum technical specifications below.

- 1.1.2 The required (minimum) specification of the subject matter of the Contract delivery as well as other requirements of the Contracting Authority are specified in Annex No. 6 to the Invitation.
- 1.1.3 The subject matter of the Public Contract must be new, fully functional and complete enabling its proper use.
- 1.1.4 In case the Contracting Authority refers in its Invitation to business companies, business names or names and surnames, specific labelling of products and goods associated with a certain entity or its organizational unit and considered characteristic for this entity, to patents and inventions, utility models, industrial designs, trademarks or appellation of origin, then the Contracting Authority expressly permits also the use of other solutions similar in terms of quality and technology. However, the solution must be an equivalent replacement.

1.2 Classification of the subject matter of the Public Contract according to CPV

48900000-7 Miscellaneous software package and computer systems

1.3 Term of delivery of the Public Contract

The term of delivery of the Public Contract is specified in the Draft Contract enclosed as Annex no. 6 to the Invitation.

1.4 Place of the Public Contract delivery

University of West Bohemia in Pilsen, Bory – New NTIS Building, no. 2967, Pilsen, Czech Republic

1.5 Anticipated value of the Public Contract

Anticipated value of the Public Contract (excluding VAT): **EUR 15,500**

2 CONDITIONS AND REQUIREMENTS APPLICABLE TO THE BID PREPARATION

- 2.1 The Bids are submitted in writing in a duly sealed envelope. The Contracting Authority recommends that the envelope is labelled with the business name/title and a stamp or signature of a statutory body of the Bidder or a representative authorized to act on behalf of the Bidder. The envelope must bear the name of the Tender:

“Do not open – Public Tender: Delivery of Software to Develop OPC UA Servers”

A return address of the Bidder for mailing notices or additional information must also be indicated on the envelope.

2.2 Time and date for submission of the Bids

The Bids must be delivered by date October 24, 2014 time 13:00 at the latest, in person or by mail to the address of the Contracting Authority, i.e. University of West Bohemia in Pilsen, Univerzitní 8, 306 14 Pilsen, Czech Republic (the Mail Room

opening hours 7:00 a.m. – 2:00 p.m.). No other delivery will be considered proper delivery of the Bid. The Contracting Authority is not equipped with electronic systems that would make possible electronic submission of the Bids.

- 2.3 The Bid (the Tender Cover Page) must contain identification data of the Bidder: business name/title, legal form, registered office, identification number of the entity, if the legal entity is registered, and name of the company, or in case of a natural person, the name and surname, place of business, or permanent address, identification number, if allocated, of a natural person. The Contracting Authority also recommends that the Bidder specifies a person authorized to act on behalf of the Bidder and a mailing address for exchanging of written notices between the Bidder and Contracting Authority.
- 2.4 The Bid must be prepared in the Czech or English language and must contain documents and information demonstrating compliance with the qualification criteria. The Contracting Authority permits the document pursuant to article 2.13 of the Invitation to be submitted in English, although the rest of the Bid is prepared in Czech.
- 2.5 The Bid must contain the Draft Contract signed by a person demonstrably authorized to act on behalf of the Bidder; the text of the Contract must correspond to the text in Annex no. 6 to this Invitation. The Bidder is only authorized to insert the missing data in the Draft Contract, i.e. in the yellow highlighted fields. No other changes are permitted in the Draft Contract. The Bidder is not entitled to regulate any terms or otherwise amend the defined general terms and conditions (in particular include the Bidders terms and conditions). In case the Draft Contract is not duly completed and signed by the Bidder, the Bid submitted by the Bidder will be excluded and the Bidder will be disqualified from the Tender.
- 2.6 The Bid must also contain the following:
- a) A list of statutory bodies or members of statutory bodies, who were employed by the Contracting Authority, held a position or had a similar relationship with the Contracting Authority in the three years prior to the deadline for submitting the Bids;
 - b) In case the Bidder is a joint stock company – a list of shareholders the total nominal value of whose shares exceeds 10% of the share capital, the list will be issued in the time period for submitting the Bids;
 - c) The Bidder's statement that they have not entered into and will not enter into any prohibited agreement as specified by a separate regulation in connection with the assigned Public Contract.

A template of the document to be used to provide the evidence above is enclosed as Annex no. 5 to this Invitation.

- 2.7 The Contracting Authority sets a 30-day Bid validity period. The Bid validity period commences immediately after the deadline for submission of the Bids and ends on the day when the Contracting Authority announces selection of the best Bid, or when the Contracting Authority decides to cancel the Tender.
- 2.8 The Bidder will submit the Bid in one copy. The Contracting Authority recommends that all sheets of the document are bound together in order to prevent any removal of the sheets from the Bid document. All copies will be well readable; there will be no strokes or overwriting.

- 2.9 The Contracting Authority recommends that all pages of the Bid, or of its individual copies, are numbered in an uninterrupted ascending order.
- 2.10 The Contracting Authority recommends that if the Bid is submitted as a joint Bid by more Bidders (a joint Bid), the Bidders will appoint one person in the Bid authorized to represent the Bidders in contacts with the Contracting Authority in the course of the Tender (a written authorization of the person will be enclosed).
- 2.11 The Bidder will also submit an electronic version of the Bid on a CD/DVD in the *.pdf format (a scanned copy), the Draft Contract will also be submitted in the MS Office or compatible format. In case of inconsistencies between the electronic version on the CD/DVD and the hard copy version, the hard copy will take precedence.
- 2.12 The Contracting Authority recommends that the Bid be structured as follows:

	Document	
1	Contents – must contain all the below-specified chapters of the Bid arranged as shown, they will be numbered by numbers of the relevant sheets, or pages.	
2	<u>Tender Cover Page</u>	Annex no. 1 to the Invitation
3	Documents evidencing <u>compliance with the basic qualification requirements</u> (pursuant to articles 3.3 and 3.4)	Annex no. 2 to the Invitation
4	Documents evidencing <u>compliance with the professional qualification requirements</u>	Documents pursuant to article 3.5
5	<u>Declaration on word of honour confirming economic and financial eligibility</u> (pursuant to article 3.6).	Annex no. 3 to the Invitation
6	<u>Declaration on word of honour evidencing non-existence of a conflict of interests</u>	Annex no. 4 to the Invitation
7	<u>Documents enclosed pursuant to Annex no. 5 to the Invitation (article 2.6)</u>	Annex no. 5 to the Invitation
8	Documents evidencing compliance with the qualification criteria pursuant to article 3.9 (compliance with qualifications via subcontractor), article 3.10 (Bid submitted jointly by several Bidders) and article 3.11 (foreigner Bidders), if required.	Documents pursuant to articles 3.9, 3.10 and 3.11
9	<u>Draft Contract</u> , including annexes	Annex no. 6 to the Invitation
10	Other documents and annexes, if required (e.g. authorizations to represent the Bidder, detailed description and specification of the proposed delivery pursuant to article 2.13 of the Invitation.	
11	Electronic version of the Bid submitted by the Bidder pursuant to article 2.11.	

The Tender Cover Page, Draft Contract and declarations on word of honour must be dated and signed by a person demonstrably authorized to act on behalf of the Bidder.

- 2.13 The Contracting Authority recommends that a detailed description and specification of the proposed delivery, including information evidencing compliance with all technical requirements specified in the Draft Contract enclosed as Annex no. 6 hereto, are included in the Bid. The Contracting Authority permits this document to be enclosed in English, although the rest of the Bid is prepared in Czech.
- 2.14 The Contracting Authority will respond to Bidder's questions in writing and will also publish the answers in the Contracting Authority's profile. The request for additional information must be delivered to the Contracting Authority's address to the attention of the contact person. The written request must be delivered to the Contracting Authority 4 business days before the deadline for submission of the Bids at the latest.

3 QUALIFICATION OF THE BIDDER

3.1 The qualification criteria will be met by the Bidder who:

- a) Will comply with the basic qualification criteria;
- b) Will comply with the professional qualification criteria;
- c) Will submit a declaration on word of honour to demonstrate their economic and financial eligibility to deliver the Public Tender;

3.2 Deadline for demonstrating compliance with the qualification criteria

The Bidder must demonstrate the qualifications by the deadline for submission of the Bids specified in article 2.2 herein.

3.3 Basic qualification criteria

The basic qualification criteria will be met by a Bidder, who:

- a) 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 the conviction on committing such a criminal offence has been expunged; in case of a legal person, the said criteria must be met by the legal person as well as by its statutory body and all and any members of the statutory body, if the statutory body of the Bidder or a member of the statutory body is represented by a legal person, the criteria must be met by the legal person as well as its statutory body and all and any members of the statutory body of such a legal person; if the Bid or application for participation is submitted by a foreign legal person through its organization unit, the herein specified criteria must be met by the manager of the organization unit as well as by the above specified persons; the Bidder must comply with the said qualification criteria in the Czech Republic as well as in the country of the Bidder's registered address, business or residence;
- b) 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; in case of a legal person, the said criteria must be met by the legal person as well as by its statutory body and all and any members of the statutory body, if the statutory body of the Bidder or a member of the statutory body is represented by a legal person, the criteria must be met by the legal person as well as its statutory body and all and any members of the statutory body of such a legal person; if the Bid or application for participation is submitted by a foreign legal person through its organization unit, the herein specified criteria must be met by the manager of the organization unit as well as by the above specified persons; the Bidder must comply with this basic qualification criteria in the territory of the Czech Republic as well as in the country of the Bidder's registered address, business or residence;

- c) Has not engaged in unfair competition practices, in the form of bribery, under separate legal regulations in the preceding three years;
- d) Has not been subject to insolvency proceedings involving its assets, in which a declaration of bankruptcy has been issued in the preceding three years, or the 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 pending bankruptcy process has not been cancelled because of the supplier's insufficient property or the supplier has not gone into receivership under separate legal regulations;
- e) Is not being wound up;
- f) Has no outstanding tax arrears registered in tax records, either in the Czech Republic or in the country of the registered office, place of business or residence of the supplier;
- g) Has no outstanding arrears in respect of payments and penalties of public health insurance, either in the Czech Republic or in the country of the registered office, place of business or residence of the supplier;
- h) 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) Is not listed in the register of suppliers banned from participating in the performance of public contracts;
- j) Has not been subject to a penalty lawfully imposed on the supplier for allowing illegal work under separate legal regulations (the Employment Act No. 435/2004, Coll., section 5(e), subparagraph 3, as amended) in the preceding three years.

3.4 Demonstration of the basic qualification criteria

The Bidder shall demonstrate compliance with all the basic qualification criteria (pursuant to article 3.3 above) by submitting a declaration on word of honour. A template of the declaration on word of honour is included in Annex no. 2 hereto. The declaration on word of honour must be dated and signed by a person demonstrably authorized to act on behalf of the Bidder.

3.5 Professional qualification criteria

The professional qualification criteria will be met by a Bidder, who shall submit:

- 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 special legislation in the extent corresponding to the subject of the Public Contract, i.e. especially a document evidencing existence of a relevant trade license.

3.6 Declaration on word of honour evidencing economic and financial eligibility

The Supplier will submit a declaration on word of honour confirming the economic and financial eligibility to deliver the Public Contract; the declaration template is enclosed as Annex No. 3 to the Invitation.

3.7 Technical qualification criteria

The Contracting Authority does not request any technical qualification criteria.

3.8 Compliance with the qualification criteria

- 3.8.1 The Bidder will always demonstrate compliance with the qualification criteria by submitting regular copies of the relevant documents (exception being declarations on word or honour that must be dated and signed by a person who has been demonstrably authorized to act on behalf of the Bidder). Before signing the Contract, the Contracting Authority will be entitled to request submission of originals or certified copies of the documents demonstrating the compliance with the qualification criteria.
- 3.8.2 The documents demonstrating compliance with the basic qualification criteria and a copy of an extract from a commercial register must not be older than 90 calendar days on the day when the bid is submitted.

3.9 Demonstrating compliance with the qualification criteria via subcontractors

If the qualification is demonstrated as a qualification provided by a subcontractor, the Bidder will be obliged to submit 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 things 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 Contract:

- a) Documents demonstrating compliance with the basic qualification requirement pursuant to article 3.3(i) herein; and
- b) With the professional qualification requirement pursuant to art 3.5(a) herein.

The Bidder is not allowed to demonstrate compliance with the qualification requirements pursuant to article 3.5(a) herein via subcontractor.

3.10 Joint delivery of the Public Contract by several suppliers

If the subject of the Public Contract is to be delivered jointly by several Bidders and the Bidders submit a joint Bid, each of the Bidders will be obliged to provide evidence of their compliance with the basic qualification criteria pursuant to article 3.3 herein, and of the professional qualification criteria pursuant to article 3.5(a) herein in extenso. The Bidders must also submit an agreement containing a commitment that all of those Joint Bidders will

be jointly liable vis-à-vis the Contracting Authority and to third parties in respect of any legal relationships established in the context of the Public Contract, for the entire term of the public contract implementation as well as throughout the duration of other liabilities arising from the Public Contract

3.11 Demonstrating compliance with the qualification criteria by foreign bidders

Unless implied otherwise by a separate legal regulation, a foreign Bidder will evidence the compliance with 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 and the public Contracting Authority. If the required 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 will be obliged to execute a written declaration on word of honour to declare the compliance with the relevant qualification requirement. If the 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.

The Bidders shall submit all documents exclusively in the Czech or English language. For all other documents in other than the Czech or English language a certified translation into Czech or English will always be required. This obligation does not apply to documents in the Slovak language.

3.12 Demonstrating compliance with the qualification criteria by submitting an extract from the List of Qualified Suppliers

The Bidder will be entitled, in accordance with the provisions of Section 127 of the Act, to demonstrate compliance with the qualification criteria by submitting an extract from the List of Qualified Suppliers which demonstrates compliance to the extent to which the documents proving the fulfilment of these professional qualifications cover the requirements of the Contracting Authority for their demonstration. Qualification requirements exceeding the scope of data specified in the extract from the List of Qualified Suppliers will be evidenced by the Bidder in a way detailed in the Qualification Section of this Invitation. The extract from the List of Qualified Suppliers shall be older than three (3) months as of the last day of the period within which the qualification criteria will be demonstrated.

3.13 Demonstrating compliance with the qualification criteria by submitting a certificate

The Bidder will be entitled, subject to the conditions specified in section 134 of the Act, to demonstrate compliance with the qualification criteria by submitting a valid certificate to the Contracting Authority issued within the System of Certified Suppliers which demonstrates compliance to the extent to which the documents proving the fulfilment of the relevant qualifications cover the specified requirements. The qualification requirements detailed by the Contracting Authority exceeding the scope of data specified in the certificate will be evidenced by the Bidder by submitting other relevant documents or in a way detailed in the Qualification Section of this Invitation (see article 3 herein).

3.14 Effects of the failure to meet the qualification criteria

The Supplier failing to meet the qualification criteria as required will be disqualified from the Tender by the Contracting Authority.

4 METHOD OF THE BID CALCULATION

- 4.1 The Bidder will be obliged to specify the total Bid price for the entire subject matter of the Public Contract delivery.
- 4.2 The Bidder will show the total bid price (excluding the VAT) in euro (EUR) on the Tender Cover Page and also in the Draft Contract as the purchase price. The Tender Cover Page and the Draft Contract are enclosed as annexes to this Invitation. The bid price shown on the Tender Cover Page must be identical with the purchase price shown in the Draft Contract.
- 4.3 The purchase price will be determined as the highest acceptable, maximum price that cannot be exceeded, it will include all fees and all additional costs incurred in connection with the performance of the Public Contract (i.e. transportation and warehouse charges, costs of the approval process, required testing, declaration of properties or conformity¹; certificates and attests, transfer of rights, insurance, possible taxes and charges that the Bidder may be obliged to pay in any form according to any applicable laws valid abroad etc.).

5 PAYMENT CONDITIONS

- 5.1 Payment and invoicing terms and conditions are specified in the Draft Contract enclosed as Annex no. 6 to this Invitation.

6 GENERAL TERMS AND CONDITIONS

- 6.1 The general terms and conditions are specified in the Draft Contract enclosed as Annex no. 6 to this Invitation.
- 6.2 The Draft Contract must be signed by a person demonstrably authorized to act on behalf of the Bidder; an original or a certified copy of the authorization must be enclosed to the Draft Contract returned by the Bidder. If the Draft Contract is not duly signed by the Bidder, the Bid submitted by the Bidder will be excluded and the Bidder will be disqualified from the Tender.

¹

Pursuant to the Regulation of the European Parliament and of the Council no. 305/2011.

7 EVALUATION CRITERIA

- 7.1 The Bids will be evaluated according to the evaluation criterion "the lowest Bid price".
- 7.2 The Contracting Authority will evaluate the total Bid price (excl. VAT) for the delivery of the Public Contract specified on the Tender Cover Page that must be identical with the purchase price specified in the Draft Contract.
- 7.3 The Bidders will be ranked according to the order of the Bids ordered pursuant to the Bid price. The Bid containing the lowest Bid price will be the winning Bid.

8 ADDITIONAL REQUIREMENTS

- 8.1 In the bid, the Bidder is obliged to specify which parts of the Public Contract delivery are intended to be performed as subcontracts by one or more subcontractors; identification details must be provided for each of the subcontractors.
- 8.2 One Bidder may submit one Bid only. The Bidders must not participate in the Tender more than once, i.e. must not submit a joint Bid with other suppliers submitting another Bid, or as a contractor of another supplier at the same time. However, one contractor may be a contractor to more suppliers.
- 8.3 The Contracting Authority reserves the right to verify correctness of the information provided by a Bidder with third persons and the Bidder must cooperate with the Contracting Authority as required in this respect.
- 8.4 The Contracting Authority does not permit any alternative Bids.
- 8.5 The Bidder is not entitled to compensation of any costs relating to the participation in this Public Tender. Neither originals of the Bids, nor their parts, will be returned to the Bidders.
- 8.6 The Bidder reserves the right to modify or amend the subject matter of this Public Contract, or conditions specified in this Invitation. The Contracting Authority will inform all Bidders who received the Invitation for Submission of the Bids, or requested its mailing, of the fact in writing. The Contracting Authority will send the additional information to the Bidders 4 days before the expiry of the deadline for submission of the Bids at the latest.
- 8.7 The Contracting Authority is entitled to cancel the Tender before the Contract is signed, provided that:
 - a) In the course of the Tender special reasons to be considered arise and it is impossible to insist on the Contracting Authority to continue in the Tender due to these reasons; or
 - b) The selected Bidder, or the Bidder placing second, refuse to sign the Contract, or fail to provide the Contracting Authority with necessary cooperation in order to enter into the Contract.

9 ACCESS TO TENDER DOSSIER

The whole text of the Tender Dossier (the Invitation) will be published at the Contracting Authority's profile at the following address:

<https://profilzadavatelezapadoceskauniverzityaplzni49777513.allycon.eu>
starting from the date of the beginning of the Tender procedure.

10 OPENING OF THE ENVELOPES CONTAINING BIDS

The envelopes will be opened on October 24, 2014 at 13:15 o'clock at the registered address of the Contracting Authority in the room UN 610, Bory – the New NTIS Building, no. 2967, Pilsen, Czech Republic. All Bidders who submitted their Bids before the deadline for submitting the Bids and other persons specified by the Contracting Authority can participate in the envelope opening procedure. For organizational and capacity reasons, only one person can be present to represent each Bidder during the envelope opening. The Bidders' representatives will authorize themselves by powers of attorney issued by the persons authorized to act on behalf of or for the Bidders.

11 LIST OF ANNEXES

- Annex no. 1: Tender Cover Page
- Annex no. 2: Declaration on Word of Honour Evidencing Compliance with the Basic Qualification Criteria (template)
- Annex no. 3: Declaration on Word of Honour Evidencing Economic and Financial Eligibility (template)
- Annex no. 4: Declaration on Word of Honour Evidencing Non-Existence of Conflict of Interests (template)
- Annex no. 5: Documents submitted by the Bidder (template)
- Annex no. 6: Draft Purchase Contract
- Annex no. 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

On behalf of the Contracting Authority:

Date 02/10/2014

doc. RNDr. Miroslav Lávička, Ph.D.
Dean, Faculty of Applied Sciences
Authorized to act on behalf of the
University

Annex no. 1 to the Invitation

TENDER COVER PAGE

BASIC INFORMATION:

Public Contract Title: Delivery of Software to Develop OPC UA Servers
Contracting Authority: University of West Bohemia in Pilsen
Registered Address: Univerzitní 8, 306 14 Plzeň, Czech Republic
ID No.: 49777513
Tax ID No.: CZ49777513
Person Authorized to Act on Behalf of the Contracting Authority: doc. RNDr. Miroslav Lávička, Ph.D.
 Sciences authorized to act on behalf of the University

Bidder

Name / business name [to be completed by the Bidder]
Place of business / registered office [to be completed by the Bidder]
ID No.: [to be completed by the Bidder]
Tax ID No.: [to be completed by the Bidder]
Person Authorized to Act on behalf of the Bidder: [to be completed by the Bidder]
Bank: [to be completed by the Bidder]
Authorized Representatives: [to be completed by the Bidder]

BID PRICE (EXCLUDING VAT):

Subject	Bid price in [EUR] (excl. VAT)
Delivery of Software to Develop OPC UA Servers	[to be completed by the Bidder]

Date [to be completed by the Bidder]

.....
 [Name of the company + signature
 of an authorized representative
 – to be completed by the Bidder]

Annex no. 2 to the Invitation

Declaration on Word of Honour Evidencing Compliance with the Basic Qualification Criteria

I hereby declare on my word of honour that:

- a) The Supplier or its statutory body or members of the statutory body have 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 the conviction on committing such a criminal offence has been expunged;
- b) The Supplier or its statutory body or members of the statutory body have 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;
- c) The Supplier has not engaged in unfair competition practices, in the form of bribery, under separate legal regulations in the preceding three years;
- d) In the preceding three years, the Supplier has not been subject to insolvency proceedings involving its assets, in which a declaration of bankruptcy has been issued, or the 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 pending bankruptcy process has not been cancelled because of the supplier's insufficient property or the supplier has not gone into receivership under separate legal regulations;
- e) Is not being wound up;
- f) The Supplier has no outstanding tax arrears registered in tax records, either in the Czech Republic or in the country of the 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, either in the Czech Republic or in the country of the 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) Is not listed in the register of suppliers banned from participating in the performance of public contracts;
- j) Has not been subject to a penalty lawfully imposed on the supplier for allowing illegal work under separate legal regulations in the preceding three years.

Date [to be completed by the Bidder]

.....
[Name of the company + signature
of an authorized representative
– to be completed by the Bidder]

Annex no. 3 to the Invitation

Declaration on Word of Honour Evidencing Economic and Financial Eligibility

Public Contract title: **Delivery of Software to Develop OPC UA Servers**
Contracting Authority: **University of West Bohemia in Pilsen**
Registered address: **Univerzitní 8, 306 14 Plzeň, Czech Republic**
Identification no.: **49777513**
Tax identification no.: **CZ49777513**

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 aforesaid Public Contract.

Date [to be completed by the Bidder]

.....
[Name of the company + signature
of an authorized representative
- to be completed by the Bidder]

Annex no. 4 to the Invitation

Declaration on Word of Honour Evidencing Non-Existence of Conflict of Interests

Public Contract title: **Delivery of Software to Develop OPC UA Servers**
Contracting Authority: University of West Bohemia in Pilsen
Registered address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Identification no.: 49777513
Tax identification no.: CZ49777513

The Bidder hereby declares on the word of honour that there exist no circumstances resulting in the conflict of interest as stipulated in the Invitation for Submission of the Bids for the Public Tender herein, in particular:

- a) The Bidder has not participated in the preparation of the Invitation for Submission of the Bids;
- b) No employee of the Contracting Authority, or a member of the project implementation team, or a person participating in the preparation or implementation of the given Tender as a contractor have participated in the preparation of the Bid submitted by the Bidder;
- c) The Bidder's Bid has not been prepared together with a person who is an employee of the Contracting Authority, member of the project implementation team or person participating in the preparation or implementation of the given Tender as a contractor;
- d) No Contracting Authority's employee, member of the project implementation team or person participating in the preparation or implementation of the given Tender as a contractor is a sub-supplier to the Bidder

Date [to be completed by the Bidder]

.....
[Name of the company + signature
of an authorized representative
- to be completed by the Bidder]

Annex no. 5 to the Invitation

Documents Submitted by the Bidder

Public Contract title: **Delivery of Software to Develop OPC UA Servers**

Identification of the Bidder:

Name / business name: [to be completed by the Bidder]

Place of business / registered office: [to be completed by the Bidder]

ID No.: [to be completed by the Bidder]

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 the Bids:

[TO BE COMPLETED BY THE BIDDER]

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]

The Bidder hereby declares that it 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 this Tender.

Signature of the Bidder/person authorized to act on behalf of the Bidder

Date [to be completed by the Bidder]

.....
[Name of the company + signature
of an authorized representative
- to be completed by the Bidder]

Annex no. 6 to the Tender Dossier

Contract for Software

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

Contracting Parties:

University of West Bohemia in Pilsen

Address: Univerzitní 8, 306 14 Plzeň, Czech Republic
ID no.: 49777513
Tax ID no.: CZ49777513
Person authorized to act
on behalf of the Purchaser: doc. RNDr. Miroslav Lávička, Ph.D.,
Dean of the Faculty of Applied Sciences,
authorized to act on behalf of the University
Bank: Komerční banka a.s., Plzeň-město
Account no.: 4811530257/0100
On one part as the Purchaser (hereinafter referred to as "the Purchaser")

and

[to be completed by the Bidder – name of the company]

Registered office: [to be completed by the Bidder]
ID No.: [to be completed by the Bidder]
Tax ID No.: [to be completed by the Bidder]
Represented by: [to be completed by the Bidder]
Registered in: [to be completed by the Bidder]
Bank: [to be completed by the Bidder]
Account no.: [to be completed by the Bidder]

On the other part as the Seller (hereinafter referred to as "the Seller")

Entered into this Purchase Contract (hereinafter referred to as the "Contract") on the hereinbelow day, month and year:

I. Introduction

1. This Purchase Contract is entered into based on the result of the Public Tender entitled **"Delivery of Software to Develop OPC UA Servers"** (hereinafter referred to as "the Public Contract"). The Purchaser, as the Contracting Authority, selected the offer submitted by the Seller as the best bid.
2. The Seller confirms that they have become fully acquainted with the scope and nature of the thing that is subject of the purchase and relates to the subject matter of the Public Contract, and that they are aware of all technical, qualitative and other conditions and have the capacities and expertise needed to deliver the Contract.
3. The Seller explicitly confirms that they have studied all the Purchaser's documents and instructions received by the date of execution of this Contract as well as instructions contained in the Public Contract requirements, the Seller has found these requirements to be appropriate, the stipulated purchase price and the method of the Contract delivery contain and take into consideration all the above specified conditions and circumstances.

II. Object of Sale

1. Pursuant to the terms and conditions of this Contract, the Seller undertakes to supply to the Purchaser one (1) Software (toolkit) source code, allowing the user to develop servers according to OPC UA technical specifications (hereinafter also referred to as "the Product" or "the Software").
2. The object of sale including the requested number of licenses is specified in Annex no. 1 to this Contract: Product's Technical Specifications. The object of sale is a set of data media (DVD) and comprehensive technical documents, i.e. a user manual, programmer's manual and detailed reference manual (in Czech, Slovak or English in hard or electronic copies).
3. The object of sale must be delivered in the agreed quantity, quality and design to the agreed place in the agreed time. The Seller expressly declares that the Product complies with the technical parameters and supports the functions specified in the Annex no. 1 to this Contract. The Seller undertakes to comply with other related obligations under this Contract and transfer the ownership right to the object of sale on the Purchaser.
4. The Purchaser undertakes to accept the delivered object of sale and to pay to the Seller the price stipulated in this Contract under the conditions specified herein.

III. Price and Payment Conditions

1. The purchase price results from the price bid submitted by the Seller calculated for the purposes of the Public Tender.
2. The purchase price will be paid by the Purchaser to the Seller after the object of sale is delivered and accepted, and the Acceptance Protocol is signed by authorized representatives of the two Contracting Parties according to the following schedule and conditions.

3. The total purchase price for the entire object of sale is EUR [to be completed by the Bidder] in words: [to be completed by the Bidder] EUR excluding VAT (hereinafter referred to as "the Purchase Price").
4. In accordance with the Value Added Tax Act no. 235/2004, Coll., as amended, the Purchase Price is determined excluding VAT; the VAT may be added to the Purchase Price, that the Purchaser will be obliged to pay, or declare or return in any form pursuant to the VAT Act no. 235/2004, Coll., applicable on the date of taxable supply.
5. The Purchase Price will be determined as the highest acceptable, maximum price that cannot be exceeded, it will include all fees and all additional costs incurred in connection with the delivery of the object of sale. The Seller is not entitled to charge any other amounts for the performance of the herein Contract.
6. The purchase price for the object of sale will be paid by the Purchaser based on a tax document (hereinafter also referred to as "the invoice") issued by the Seller within 15 days of the delivery and acceptance of the object of sale and duly signed Acceptance Protocol signed by authorized representatives of the two Parties. A copy of the Acceptance Protocol will form an integral part of the invoice.
7. The invoice will be due 30 days from the date when it is demonstrably received by the Purchaser. However, the Purchaser reserves the right to unilaterally extend the due date of the tax document according to its ability to use funds provided by the Research and Development for Innovation Operational Programme (hereinafter referred to as "the OP RDI") by up to 30 calendar days. The late allocation of the OP RDI funds does not establish the Purchaser's delay with the payment of the purchase price.
8. The invoice must contain all elements of a proper accounting and tax document pursuant to the relevant legislation, namely – yet not exclusively – of the Value Added Tax Act no. 235/2004, Coll., as amended. The Purchaser will be entitled to return an invoice missing the relevant elements to the Seller to be amended before its due date, and the Purchaser will not be in delay with the payment in such a case. The payment period will start again after the duly amended or corrected invoice is sent to the Purchaser.

IV. Place of Delivery and Acceptance of the Object of Sale

1. The Seller undertakes to deliver the object of sale to the place of delivery, i.e. University of West Bohemia in Pilsen, Bory – New NTIS Building (no. 2967), Plzeň, Czech Republic; the Seller will deliver the data media as specified in the subject of the Contract to the address of the Purchaser. At the same time, the Seller will provide installation (access) codes to the Purchaser.
2. The Acceptance Protocol will be made out to certify the delivery and acceptance of the object of sale, the Protocol will be signed by authorized representatives of both Contracting Parties.
3. The Purchaser will not be obliged to accept any object of Sale demonstrating any defect or shortcoming.

V. Term of Delivery

1. The Seller undertakes to start delivering the object of sale on the effective date of the Contract and duly complete the delivery of the object of sale within 30 (thirty) calendar days after the effective date of the Contract at the latest, however, not later than 15th December 2014. The Purchaser will not accept the object of sale after 15th December 2014.

VI. Transfer of Ownership Title and the License

1. The Seller will transfer the ownership title to the material things that are part of the Product (media, documents) and the title to exercise the rights to the Software to the Purchaser on the day the object of sale is duly delivered and accepted by the Seller based on an Acceptance Protocol duly signed by representatives of both Contracting Parties.

VII. Guarantee

1. The Seller provides to the Purchaser a quality guarantee for the object of sale delivered pursuant to this Contract, the guarantee period will be 24 (twenty-four) months:
 - a) Documents and data media guarantee – to be complete and undamaged upon delivery;
 - b) Software guarantee – the Seller guarantees that the programmes will be functional and substantially compliant with the supplied user manuals.
2. The guarantee period starts on the day the object of sale is duly delivered by the Seller and accepted by signing the Acceptance Protocol by representatives of the two Contracting Parties.
3. The Purchaser is obliged to inform the Seller, by phone, e-mail or in writing at the following address of the Seller: [to be completed by the Bidder], of any defects as soon as they are identified. Claims mailed by the Purchaser on the last day of the guarantee period will also be considered duly raised claims.
4. The Seller will carry out the guarantee repairs free of charge and without delay depending on the nature of the Equipment defect, no later than 30 calendar days after the claim is raised, unless stipulated otherwise by the Contracting Parties.
5. The Contracting Parties will certify removal of the claimed defect by a protocol certifying the removal of the defect. The guarantee period will be extended by the period lapsed between the date of the guarantee claim and the day of defect removal.

VIII. Licensing Provisions

1. The Seller grants to the Purchaser a non-exclusive right to use the software without any time limits, i.e. a non-exclusive license not limited in time for the supplied Software specified in Annex no. 1 to this Contract. The compensation for the granted licenses is included in the Purchase Price specified in Article III herein.

2. The Seller guarantees that the delivered object of sale is not subject to any rights of third parties that would prevent signing of this Contract and proper use of the object of sale by the Purchaser, in particular the industrial property rights.
3. The Seller declares that it is authorized to enter into this Contract and that there are no limitations imposed by third parties, natural or legal persons. The Seller declares that the object of sale including the delivered software is not subject to any rights of third parties pursuant to the Copyright Act no. 121/2000, Coll., as amended, or any other regulations. Should the rights of the Purchaser under this Contract be limited by a third party, or should a third party prevent the Purchaser from proper exercise of these rights, the Seller undertakes to immediately prevent such behaviour at its own expense and to compensate the Purchaser for incurred damage.

IX. Termination of the Contract

1. This Contract can be terminated:
 - a) By a written agreement of the Contracting Parties;
 - b) By withdrawal from the Contract for reasons stipulated in the Contract or specified by the law.
2. A Contracting Party may terminate this Contract for a gross violation of the Contract by the other Party. In particular, the following will be considered a gross violation of this Contract:
 - a) The Purchaser's failure to pay the Purchase Price in accordance with this Contract within 60 days after the due date of a relevant invoice;
 - b) The Seller's failure to duly deliver the object of sale (or its part) on the agreed date entitling the Seller to the payment of the purchase price (or its part) based on a relevant invoice;
 - c) The Seller's failure to supply object of sale possessing the properties declared by the Seller in this Contract or properties arising from this Contract;
 - d) The Seller's failure to provide correct information or documents indicative of the actual situation in the Bid submitted to the Public Tender, which have or could have affected the result of the Tender.
3. Should one of the Parties fail to comply with other contractual conditions (such as proper performance of guarantee repairs in particular), the other Party will be entitled to terminate the Contract, if the defaulting Party fails to meet its obligations during extended reasonable period granted to the Party for the purpose.
4. A Party must withdraw from the Contract in writing without undue delay after learning of the violation.
5. Should a Party withdraw from the Contract, the Contracting Parties will be obliged to settle their obligations and receivables as specified by the law or in the Contract within 30 days of the effective date of the withdrawal, or by a stipulated date.
6. Should the Purchaser terminate the Contract for a gross violation of the contractual obligation by the Seller, the Seller will be obliged to pay to the Purchaser possible

incurred damage (material and non-material), the compensation will not exceed 20% of the total Purchase Price.

X. Penal Obligations

1. Should the Seller fail to meet its Contractual obligation, in particular, should the Seller be in default with the delivery of the object of sale, i.e. should the Seller fail to deliver the object of sale by the stipulated date, the Seller will be obliged to pay to the Purchaser a contractual penalty of 0.05% of the total Purchase Price for every started day of such delay up to the total amount of 20% of the total Purchase Price.
2. Should the Purchaser be in default with the payment of the invoice, the Seller will be entitled to charge the Purchaser with the contractual interest on late payment of 0.05% of the amount due for every started day of the payment delay up to 20% of the total invoiced amount.
3. Should the Seller fail to meet the specified (or otherwise stipulated) term for the performance of the guarantee repair, the Seller will be obliged to pay to the Purchaser a contractual penalty of 0.05% of the total Purchase Price for each individual failure and for every, even started, day of the delay up to 20% of the total Purchase Price.
4. The obliged Party must settle the contractual sanction (contractual penalty) to the entitled Party within 15 calendar days of receipt of the relevant calculation submitted by the other Contracting Party at the latest.
5. Payment of the contractual penalties in accordance with this Contract does not prejudice the Contracting Party's right to claim material or non-material damages caused by the other Party's failure to meet its obligation giving rise to the penalty.
6. The Purchaser will be entitled to offset any contractual penalty due from the Seller against invoiced amounts.

XI. Other Provisions

1. 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 bid, Contract and relating documents that are subject to protection according to special legal regulations (such as trade secrets, 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 an audit at the Seller's subcontractors (see Annex no. 2 to the Guidelines for OP RDI Applicants and Beneficiaries: <http://www.msmt.cz/strukturalni-fondy/spolecne-prilohy-prirucek-pro-zadatele-a-prijemce-op-vavpi-3>).
2. The Seller will be obliged to properly maintain all documents relating to the execution of the object of sale (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 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.

XII. Communication

1. All communication or other acts of the Contracting Parties pursuant to this Contract will be addressed to the hereinbelow representatives of the Contracting Parties in Czech or English language.
2. Should this Contract require a written statement by the Parties to communicate or act, the notice will be sent via provider of postal services to the address of the relevant Contracting Party to the attention of the herein specified representative of the Contracting Party.
3. Should this Contract require a certain statement or act of the Contracting Parties to be made in writing by a certain deadline, such deadline will be met, if the statement or act is delivered electronically to the e-mail of the representative of the other Contracting Party in accordance with the Contract, if the statement or information about the act is sent consequently via provider of postal services to the address of the relevant Contracting Party within three business days.
4. Representatives of the Parties

The Seller declares that the following person was authorized to act in his/her name in the matters relating to the performance of this Contract:

Name: [to be completed by the Bidder]
E-mail: [to be completed by the Bidder]
Phone: [to be completed by the Bidder].

The Purchaser declares that the following person was authorized to act in his/her name in the matters relating to the performance of this Contract:

Name: Ing. Pavel Balda, Ph.D.
E-mail: pbalda@ntis.zcu.cz
Phone: +420 377 632 532

5. These representatives, however, have no authority to sign any amendments to the Contract.

XIII. Closing Provisions

1. This Contract is 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.
2. This Contract is made out in four identical copies, each of which is valid as original. Each of the Contracting Parties will receive two identical copies.
3. This Contract may only be altered or amended by written amendments numbered in ascending uninterrupted order and signed by both Contracting Parties.
4. This Contract becomes valid and effective on the date it is entered into, i.e. on the date it is signed by authorized representatives of both Contracting Parties.
5. Should any of the Parties be unable to duly perform the Contract due to a reason on its part, the Party will be obliged to inform the other Party about the fact without undue delay and initiate a discussion between representatives of the Purchaser and the Seller.
6. Annexes to the Contract form its integral part:
 - Annex no. 1: Equipment Technical Parameters and related obligations of the Seller.
 - 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 University of West Bohemia in Pilsen.
7. The Contracting Parties declare that they have carefully read the Contract before signing, and agree with its content; in witness thereof both Contracting Parties attach their signatures.

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. RNDr. Miroslav Lávička Ph.D.
Dean of the Faculty of Applied Sciences
authorized to act on behalf of the
University

Annex no. 1 to the Purchase Contract

Product's Technical Specifications and Related Seller's Duties

Software consists of the following components, offering the following features:

One (1) Software (toolkit) source code, allowing the user to develop servers according OPC UA technical specifications, demonstrating the following features:

- ability to develop an OPC server for soft PLC control systems (IEC 61131-3 software model supported);
- ability to transfer data according to OPC DA specifications;
- ability to process asynchronous events and alarms;
- ability to process legacy data;
- Software (toolkit) source code (C / C++) will be provided;
- Software (toolkit) will enable the development of both Windows and Linux servers.

A commercial license will be provided for the Software (toolkit). The Purchaser is a member of OPC Foundation.

Software Technical Support

The Seller shall provide the Purchaser with free technical support in Czech, Slovak or English language, for at least 12 months upon proper Software handover to the Purchaser, within the following scope:

- Assistance with any issues related to Software installation and use, as well as its interaction with hardware components, operating environment or other software products;
- Should the Purchaser report to the Seller (by phone and/or by email) any issues related to Software use, the Seller shall provide the Purchaser with assistance in the resolution and elimination of these issues. Should such issues be caused by a Software defect, the Seller shall report these issues to Software manufacturer to have them resolved;
- The Seller shall provide Software upgrades for the whole period of technical support;
- The Seller shall provide the Purchaser with technical support (either by phone or by email) on business days from 8:00 a.m. till 3 p.m.



rektorka

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

pověřuje

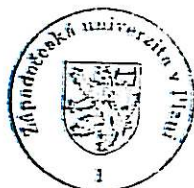
v souladu (i) s Rozhodnutím rektora č. 33R/2013 – Organizačním řádem Západočeské univerzity v Plzni ze dne 17. 12. 2013, ZCU 039203/2013, (ii) se zák. č. 111/1998 Sb., o vysokých školách; (iii) Statutem Západočeské univerzity v Plzni ze dne 30. 05. 2014,

jméno: Miroslav, příjmení: Lávička, narozen dne: 26. března 1971, bytem: Sídlištní 716, 330 12 Horní Bříza, 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.

Toto pověření je platné ode dne jeho přijetí doc. RNDr. Miroslavem Lávičkou, Ph.D. a účinné od 1. 9. 2014.

V Plzni dne: 1. 8. 2014



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

Uvedené pověření přijímám:

doc. RNDr. Miroslav Lávička, Ph.D., děkan FAV