

Tender Documents

Pursuant to the Public Contracts Act no. 137/2006, Coll., section 44, as amended.

Public Contract title:

Eye Tracker



ZÁPADOČESKÁ
UNIVERZITA
V PLZNI

**Open Small Scale
Public Contract Procedure**

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1. Contracting Authority Profile

Contracting Authority:

Name:	University of West Bohemia in Pilsen
Address:	Plzeň, Univerzitní 8, postal code 306 14, Czech Republic
Authorized representative:	Doc. PaedDr. Ilona Mauritzová, Ph.D., Rector
Identification no.:	497 77 513

Other information:

Public contract title:	Eye Tracker
Registration number:	371497

Representative of the Contracting Authority – an entity authorized to organize the tender pursuant to the Public Contracts Act no. 137/2006, Coll., section 151:

Name:	JUDr. Daniel Volopich, attorney-at-law JUDr. Tomáš Tomšíček, attorney-at-law attorneys-at-law in the law firm Advokátní kancelář Volopich, Tomšíček & spol.
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ID no.:	128 44 012
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2. Preamble

This Public Contract is awarded by an authority awarding the Public Contract (hereinafter also referred to as “**the Contracting Authority**”) in accordance with the Public Contracts Act no. 137/2006, Coll., as amended.

The Tender is also 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.

Project title: New Technologies for Information Society (NTIS)

Project number: CZ.1.05/1.1.00/02.0090

According to the anticipated value of the Public Contract, this is a small scale Public Contract for delivery pursuant to the Public Contracts Act, Section 8 and will be awarded through an open small scale procedure.

The term “Bidder” used in these Tender Documents also applies to situations where the Public Contracts Act also uses the term “Supplier”.

The complete Tender Documents will be published at the Contracting Authority’s profile <https://profilzadavatelezapadoceskauniverzityaplzni49777513.allycon.eu/> from the date of publishing of the Public Contract notice.

In accordance with Section 86 of the Public Contracts Act, the Public Contract was announced in advance by a preliminary notice mailed on 25th October 2013.

The data and information set out in these Tender Documents and their annexes specify the Contracting Authority’s binding requirements for the Public Contract preparation and execution. The Bidder is obliged to respect these conditions when preparing the Proposal and accept them in the Proposal. Rejection of the requirements specified in these Tender Documents and annexes hereto by the Bidder will be considered a failure to meet the Public Contract requirements and may be a reason for the disqualification of the Bidder from participation in the Public Contract Procedure.

Annexes to the Tender Documents are their integral part. The Tender Documents are prepared in Czech and English languages, in case of conflict between the two language versions the Czech version shall prevail.

The Bidder is entitled to request the Contracting Authority to provide additional information to the Tender Documents. **In such case, the Bidder shall deliver a written request for additional information to the Representative of the Contracting Authority (see Art. 1 herein), not to the Contracting Authority, within six (6) working days before the deadline for the submission of the Bids at the latest.** The Contracting Authority will publish the additional information on its profile.

If the Contracting Authority refers in very exceptional cases to companies, business names, names or surnames of individuals, specific names of products and services associated with a person, or its organization unit, patents and inventions, utility models, industrial designs, trademarks or appellation of origin, then in accordance with the Public Contracts Act, Section 44, subsection 11, the Contracting Authority expressly admits that other solutions of similar quality and technical properties may also be used.



3. Subject of the Public Contract

This Tender is expected to result in the delivery of two (2) units of an eye tracker including necessary accessories (hereinafter referred to as “the Device”).

The below technical conditions specified for the Device are the minimum requirements that the Device must comply with. If the Bidder proposes a Device not corresponding to the below specified technical conditions, or will not contain all the below specified components, the Bidder will be disqualified from the Tender for the failure to meet the Tender Conditions specified by the Contracting Authority in the Tender Procedure. **In the Annex no. 1 to the mandatory Draft Contract, the Bidder shall include technical specifications and description of the particular offered Device and the provided description will clearly indicate that the Device complies with the below technical parameters.**

3.1 Technical Specifications of the Device

The device must be new, complete and fully functional and must comply with the below minimum technical specifications:

Technical specifications:

- Eye tracker must be able to monitor the scene as it is seen by the person being scanned; it must integrate the information on the line-of-sight into the scene
- Minimum eye tracker’s frame rate is 30 Hz
- Necessary accessories for each eye tracker: a laptop and a camera, which is supplied with information on the subject’s line of sight
- Camera video image resolution for video recordings with integrated information: at least 1.2 mio. pixels

The Public Contract delivery shall also include a delivery of a service SW for storing and processing of eye movement records, or as the case may be, the line of sight of the monitored person, in English or Czech language including technical support provided via telephone or e-mail in the scope of 10 man-hours per year including updates for the period of one (1) year (from the day following the day of delivery of the Device to the Contracting Authority, or the day when the Bidder and Contracting Authority signed the hand-over/acceptance protocol for the Device) and two (2) relevant commercial licenses.

- 1) The Bidder will be obliged to deliver the Device to the site where the Public Contract is to be performed and commission the Device including testing of flawless operation of the Device;
- 2) The Bidder will be obliged to supply technical documentation for the Device and user manuals in the Czech or English languages together with the Device, these will be supplied in hard or electronic copy;
- 3) The Bidder will be obliged to train three (3) staff members who will be in charge of operating the Device in the place where the Public Contract is to be performed and using the supplied Device; the training will take four (4) hours. The training agenda will include full operation of the Device, all its components and software;
- 4) During installation of the Device, the Bidder will be obliged to demonstrate all the required functions and parameters specified above in the technical specifications;
- 5) The Bidder will be obliged to provide 24-month guarantee for the supplied Device.

Other conditions concerning the delivery of the Device and related services as well as general terms and conditions are specified in the mandatory Draft Contract, enclosed as Annex no. 5 to these Tender Documents.

3.2 Classification of the Subject of the Public Contract Pursuant to CPV

Description:	CPV:
Optical instruments	38600000-1
Specialist optical instruments	38636000-2

3.3 Anticipated Value of the Public Contract

The total anticipated value of the Public Contract excluding VAT: CZK 1,270,000 (in words: one million two hundred and seventy thousand Czech crowns).

The Bid Price must not exceed CZK 1,500,000 excluding VAT (in words: one million five hundred thousand Czech crowns), 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 anticipated value of the Public Contract, the Bidder will be disqualified from the Tender for a failure to meet the tender requirements.

The anticipated value of the Public Contract was determined by the Contracting Authority on grounds of a market survey of the market with the required subject matter.

The Contracting Authority anticipates that the Public Contract will be mostly co-funded from the Research and Development for Innovation Operational Programme.

3.4 Delivery Term

Term of delivery	Three (3) months of the Contract at the latest
Place of delivery	University of West Bohemia in Pilsen, Univerzitní 22, Plzeň, postal code 301 00
Excursion to the place of delivery	There will be no excursion to the place of delivery due to the nature of the subject matter of the Public Contract.

4. Qualification Criteria to Be Met by the Bidder in the Tender

4.1 General Principles

4.1.1 Evidence Documenting Compliance with the Qualification Criteria and Effects of a Failure to Comply with the Criteria

Pursuant to Section 50, subsection 1 of the Public Contracts Act, the Bidder will be considered qualified for the execution of the Public Contract, if the Bidder (i) meets the basic qualification criteria according to Art. 4.2, (ii) meets the professional qualification criteria according to Art. 4.3, (iii) submits the Declaration on Word of Honour according to Art. 4.4 and (iv) meets the technical qualification requirements according to Art. 4.5 herein.

Pursuant to Section 52 of the Public Contracts Act, the Bidder is obliged to submit the evidence of meeting the qualification criteria by the deadline for submission of the Bids at the latest.

4.1.2 Documents to Demonstrate Compliance with the Qualification Criteria

The Bidder submits a regular copy of documents evidencing that the qualification criteria have been met.

The documents evidencing fulfilment of the basic qualification criteria will be submitted exclusively in the Czech or English language (also in case the Bidder is a foreigner Bidder – see Art. 5.1.5 herein). All documents prepared in any other language than Czech or English will always be translations to the Czech or English language by a certified translator. This obligation does not apply to documents in 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 on the day when the Bid is submitted.

If an authorized person is acting on behalf of the Bidder based on a power of attorney, the power of attorney must be enclosed to the Bid specifying the scope of authorization.

4.1.3 Demonstrating Compliance with the Qualification Criteria by Submitting an Extract from the List of Qualified Contractors

The Bidder shall be entitled, in accordance with the provisions of Sec. 127 of the Public Contracts Act, to demonstrate fulfilment of the qualification criteria by submitting an extract from the List of Qualified Contractors which demonstrates compliance to the extent to which the documents proving the fulfilment of these professional qualifications cover the requirements of the Contracting Authority. The qualification criteria that exceed the data specified in the extract from the List of Qualified Contractors shall be evidenced by the Bidder in a way detailed in the Qualification Section of these Tender Documents. This extract from the List of Qualified Contractors **must not be older than three (3) months as of the last day of the period within which the qualification criteria are to be demonstrated.**

4.1.4 Demonstrating Compliance with the Qualification Criteria by Submitting a Certificate

Pursuant to the conditions specified in the Public Contracts Act, section 134, the Bidder shall be entitled to demonstrate compliance with the qualification criteria by submitting a **valid** certificate issued within the System of Certified Contractors which demonstrates compliance to the extent to which the documents proving the compliance with the relevant qualifications cover the requirements of the Contracting Authority for their demonstration as specified below. The qualification criteria detailed by the Contracting

Authority that exceed the data specified in the certificate shall be evidenced by the Bidder by submitting other relevant documents or in a way detailed in the qualification section of these Tender Documents.

4.1.5 Foreigner Bidders

A foreign Bidder shall 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 and the 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, or if an obligation that is to be evidenced as one of the qualification criteria is not specified there, the foreign Bidder will execute a written declaration on word of honour to declare this fact.

4.1.6 Other Methods to Demonstrate the Qualification

Should the Bidder be unable to demonstrate compliance with a certain qualification requirement requested by the Contracting Authority pursuant to the Public Contracts Act, Section 50, subsection 1 (b) and (d) in extenso, the Bidder will be authorized to demonstrate that the missing qualification criteria will be complied with by its subcontractor. **In such a case, the Bidder shall be obliged to submit the following to the Contracting Authority:**

- a) Documents evidencing that the subcontractor meets the basic qualification requirement in accordance with the Public Contracts Act, Section 53, subsection 1 (j), and the professional qualification requirement pursuant to Section 54 (a) of the Public Contracts Act; and
- b) 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 subcontractor's qualifications evidenced pursuant to the Public Contracts Act Section 50, subsections 1 (b) and (d).

The Bidder must not employ the subcontractor to provide for the fulfilment of the qualification criteria pursuant to the Public Contracts Act Section 54 (a).

If the Bid is submitted jointly by several Bidders, the Bidders will be obliged to meet the conditions and submit the documents specified in the Public Contracts Act, Section 51, subsections 5 and 6 in order to demonstrate their qualification.

4.2 Basic Qualification Criteria

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

- 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 member 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 member 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;

- c) Has not engaged in unfair competition practices, in the form of bribery, under separate legal regulations in the past three years;
- d) Has not been subject to insolvency proceedings involving its assets, in which a declaration of bankruptcy has been issued in the past 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 special 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) Has not been lawfully disciplinarily punished, nor become a subject of a lawful disciplinary measure under special legal regulations in the past three years. The same applies to an authorized representative acting on behalf of the Bidder in respect to these activities, and to any other persons responsible for the activity of the supplier;
- j) Is not listed in the register of suppliers banned from participating in the performance of public contracts;
- k) Has not been subject to a penalty lawfully imposed on the supplier for allowing illegal work under separate legal regulations in the past three years.

The Bidder shall demonstrate that all the said basic qualification criteria as specified in the Art. 4.2 a)-k) herein have been met by submitting a Declaration on Word of Honour. A template of the Declaration on Word of Honour is enclosed as Annex no. 2 to these Tender Documents.

The Declaration on Word of Honour must be signed by the Bidder or representative authorized to act on behalf of the Bidder. The Declaration on Word of Honour must not be older than 90 calendar days on the date when the Bid is submitted (see Art. 4.1.1 herein).



4.3 Professional Qualification Criteria

The professional qualification criteria will be met by a Bidder that will 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-matter of the Public Contract, i.e. at least the following trade license: unqualified notifiable trade – Production, Trade and Services not listed in the Schedules 1 to 3 of the Trade Licensing Act.

4.4 Economic and Financial Eligibility Criteria

Pursuant to the Public Contracts Acts section 50, subsection 1 (c), the Bidder is obliged to submit a Declaration on Word of Honour concerning the Bidder's economic and financial eligibility to perform the Public Contract.

A template of the Declaration on Word of Honour is enclosed as Annex no. 3 to the Tender Documents. The Declaration on Word of Honour must be **dated and signed by the Bidder, or a person authorized to act on behalf of the Bidder.**

4.5 Technical Qualification Criteria

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

- a) **A description and a photograph of the goods to be delivered** – the Bidder must submit a detailed technical description of the goods to be delivered. The Bidder shall submit, for example, a catalogue or a leaflet featuring the offered product, including its detailed technical description indicating that all the technical conditions specified in Article 3 of these Tender Documents are complied with.

5. Conditions

5.1 General Terms and Conditions

General terms and conditions that are not specifically stated in the text of the Tender Documents are detailed in the Draft Contract that forms part of the Tender Documents – Annex no. 5 hereto. The Bidder is not authorized to make any changes to the Draft Contract that is part of these Tender Documents, or change the Contract template in any way, with the exception of inserting the relevant parameters that are to be filled in as anticipated by these Tender Documents or the Contract (the information that is to be detailed by the Bidder is marked **[TO BE COMPLETED BY THE BIDDER]**). **The Draft Contract must be signed by the Bidder or the person authorized to act on behalf of/or for the Bidder. If the Draft Contract is not duly signed by the Bidder, the Bid shall be excluded and the Bidder shall be disqualified from participating in the Tender. If an authorized person is acting on behalf of the Bidder based on a power of attorney, the power of attorney must be enclosed to the Bid specifying the scope of authorization.**

5.2 Payment and Billing Conditions

The payment and billing conditions are outlined in this part of the Tender Documents and elaborated in more detail in the mandatory Draft Contract enclosed as Annex no. 5 hereto.

The Contracting Authority will not provide any advance payments.

The payments will be made exclusively in the Czech crowns (CZK). All the price-related details will also be shown in the Czech crowns (CZK).

The price will be neither subject to the Czech currency fluctuations in respect to other foreign currencies, nor to other factors affecting the exchange rate and stability of the currency with the exception of possible amendments to the VAT legislation.

Due dates of invoices and other payment and billing conditions are specified in the mandatory Draft Contract.

5.3 Calculation of the Bid Price

1) Foreign Bidders:

Foreigner Bidder will specify the total price in Czech crowns (CZK) excluding value added tax.

The total Bid Price will be determined as the highest acceptable price by the Bidder including all fees and all additional costs incurred in connection with the performance of the Public Contract excluding VAT that will be paid in full by the Contracting Authority.

2) Bidders based in the Czech Republic:

Czech Bidder must state the total Bid Price broken down as follows: price in CZK excl. VAT; VAT rate in per cent; total VAT in CZK and the total sum in CZK including VAT.

The total Bid Price will be determined as the highest acceptable price including all fees and all additional costs incurred in connection with the performance of the Public Contract as specified in the Tender Documents.

The Bid Price must be determined as a fixed amount and must be specified as a single amount, not on a scale ranging from – to. The Bid Price must not be stated in the form of a percentage or ratio, nor can it be calculated as a proportion of any other sums.

The Bid Price is the only evaluation criterion to be applied to the Bids submitted to this Tender.

The Bid Price must not exceed CZK 1,500,000 excluding VAT (in words: one million five hundred thousand Czech crowns), **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 maximum value of the Public Contract, the Bidder will be disqualified from the Tender for a failure to meet the tender requirements.**

The Bidder will specify the Bid Price information on the cover page of the Bid enclosed as Annex no. 1 to the Tender Documents, and also in the relevant article of the Contract.

The Bid Price information stated on the “Cover Page of the Bid” document and in the Contract must be identical, otherwise the terms and conditions of this part of the Tender Documents will not be met and the Bid will be disqualified.

5.4 Conflict of Interests

The Bidder must document non-existence of the conflict of interests pursuant to the provisions of the Tender Documents (including relevant provisions of the Contract) by a Declaration on Word of Honour.

Template of the Declaration on Word of Honour is enclosed as Annex no. 6 hereto. **The Declaration on Word of Honour must be dated and signed by the Bidder or a representative authorized to act on behalf of the Bidder. If an authorized person is acting on behalf of the Bidder based on a power of attorney, the power of attorney must be enclosed to the Bid specifying the scope of authorization.**

5.5 Subcontracts

In its Bid, the Bidder is obliged to specify which parts of the Public Contract delivery are intended to be performed as subcontracts; identification details must be provided for each subcontractor. The subcontractor is not entitled to subcontract any part of the Public Contract assigned to the subcontractor to another entity and the Bidder must commit the subcontractor in the contract entered into between the Bidder and the subcontractor not to do so.

The Bidder will state the relevant information in the “List of Subcontractors”, the template of which forms Annex no. 7 to the Tender Documents. The document **must be dated and signed by the Bidder, or a person authorized to act on behalf of/ or for the Bidder. If an authorized person is acting on behalf of the Bidder based on a power of attorney, the power of attorney must be enclosed to the Bid specifying the scope of authorization.**

The Bidder shall only submit this document, if any part of the delivery is to be subcontracted to a subcontractor.

5.6 Additional Terms and Conditions of the Tender

The Contracting Authority does not entitle the Bidder to request any compensation of costs associated with the participation in the Tender, not even in case of cancellation of the Tender pursuant to the conditions specified in the Public Contracts Act. The Contracting Authority will not request the Bidder to compensate for the cost of this Tender, neither in the form of compensation of costs really incurred, nor in the form of fees for participation in this Tender that the Bidder would be requested to pay.

The Bidder must enclose to the Bid a Declaration on Word of Honour concerning the Bid, the template of which is enclosed as Annex no. 4 to these Tender Documents. The document must be dated and signed by the Bidder, or a person authorized to act on behalf of the Bidder. If an authorized person is acting on behalf of the Bidder based on a power of attorney, the power of attorney must be enclosed to the Bid specifying the scope of authorization.

In accordance with the Public Contracts Act section 68, subsection 3, the Bidder’s proposal must also contain:



- a) A list of statutory bodies or members of statutory bodies that were employed by the Contracting Authority and 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 it has not entered into and will not enter into any prohibited agreement as specified by a separate regulation (Protection of Competition Act no. 143/2001, Coll., as amended) in connection with the Public Contract.

A document template to be used to declare the above pursuant to the Public Contracts Act, section 68, subsection 3 is enclosed as Annex no. 8 to these Tender Documents. **The document must be dated and signed by the Bidder, or a person authorized to act on behalf of the Bidder. If an authorized person is acting on behalf of the Bidder based on a power of attorney, the power of attorney must be enclosed to the Bid specifying the scope of authorization.**



6. Preparation of the Bid by the Bidder

The Bidder shall make out the Bid in writing; there will be one original + one additional copy and one 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 Bid, the information stated in the original written (hard) copy of the Bid shall take precedence.

The Bid must be made out in Czech or English language. All communication with the Contracting Authority will only take place in Czech or English language. However, the Contracting Authority admits that the document specified in Art. 4.5 a) herein may be submitted in English, although the rest of the Bid will be submitted in Czech.

For the sake of well-arranged Bids, the Contracting Authority recommends that each Bid is structured as follows and in line with the specified requirements:

No.	Document	Template
1.	Cover Page of the Bid	Annex no. 1 (template)
2.	Evidence documenting compliance with the basic qualification criteria (pursuant to Art. 4.2)	Annex no. 2 (template)
3.	Evidence documenting compliance with the professional qualification criteria (pursuant to Art. 4.3)	Documents pursuant to Art. 4.3
4.	Evidence documenting compliance with the economic eligibility criteria (pursuant to Art. 4.4)	Annex no. 3 (template)
5.	Evidence documenting compliance with the technical criteria (pursuant to Art. 4.5)	Documents pursuant to Art. 4.5
6.	Declaration on Word of Honour submitted by the Bidder	Annex no. 4 (template)
7.	Draft Contract	Annex no. 5 (mandatory template)
8.	Declaration on Word of Honour declaring non-existence of conflict of interests	Annex no. 6 (template)
9.	List of Subcontractors (the Bidder will only submit this document, if any part of the delivery is to be subcontracted to a subcontractor; see Art. 5.5)	Annex no. 7 (template)
10.	Documents pursuant to the Public Contracts Act, Section 68, subsection 3	Annex no. 8 (template)
11.	Other documents, in particular documents delegating authority to act on behalf of the Bidder or other persons	
12.	CD with a scanned copy of the Bidder's comprehensive Bid	

All the documents, including their annexes and cover pages with titles of documents, will be numbered in uninterrupted ascending order starting with number 1.

All the said documents representing one copy of the Bid will be bound together in order to prevent any exchange of sheets, or other alterations of this part of the Bid. This provision will apply to the original as well as additional copy of the document.

The contents of the data medium (CD pursuant to art. 12) must be identical to the written (hard copy) version of the Bid.

6.1 Deadline and Place for Submission of the Bids

The deadline for submission of the Bids shall commence on the day following the day on which the Tender is opened and **end on 24.01.2014 at 10:00 a.m.**

The Bids will be delivered to **the registered office of the Contracting Authority's representative** (see art. 1 of these Tender Documents).

The Bids may be submitted **in person**, on a business day between 09:00 a.m. and 04:00 p.m., and on the last day of the deadline for submission of the Bids, i.e. 24.01.2014, between 09:00 a.m. and 10:00 a.m., or by **registered mail** that must be delivered to the Contracting Authority's representative by 10:00 a.m. on the last day of the deadline for submission of the Bids at the latest.

The moment when the envelope is received by the Contracting Authority's representative will be decisive for the Bid delivery!

If the Bid is delivered by mail, the moment when the envelope is received by the Contracting Authority's representative will be decisive, not the date on which the envelope is mailed by post.

The envelope will be headed as follows:

Name of the company, legal form, identification no.
Registered office / Place of residence of the Bidder
Postal code City / Town / State

**DO NOT OPEN BEFORE DATE AND TIME
WHEN THE ENVELOPES ARE TO BE OPENED!**

**“Eye Tracker”
(Contracting Authority – University of West Bohemia in Pilsen)**

**Law Firm
Advokátní kancelář Volopich, Tomšíček & spol.
Vlastina 23
323 18 Plzeň, Czech Republic**

6.2 Bid Validity Period

The Bid validity period starts upon the expiration of the deadline for submission of the Bids; the period is **180 days** in accordance with the Public Contracts Act section 43, subsection 2.

6.3 Guarantee

The Contracting Authority does not require any performance guarantee associated with the Bidder's participation in the Tender.

6.4 Opening of Envelopes

The envelopes with the Bids of individual Bidders will be opened in the room no. R007 of the registered office of the Contracting Authority (Univerzitní 8, Plzeň) at 11:00 a.m. on 24.01.2014.



The Bidders whose Bids were submitted in the period for the submission of the Bids, and other persons specified by the Contracting Authority may, pursuant to the Public Contracts Act, Section 71, subsection 8, participate in the envelope opening procedure. With regard to organization issues, the Bidder may specify that only one representative of each Bidder will be present. The Bidder's representative will authorize himself/herself by a power of attorney issued by the Bidder, and by a personal identity document; a member of a statutory body of the Bidder will authorize himself/herself by an extract from the commercial register, and by a personal identity document. The participation of the Bidder, or of the Bidder's representative, will be confirmed by the signature of the Bidder or of the Bidder's representative on the list of Bidders present during envelope opening.

7. Preparation of the Bid by the Bidder, Notification of the Selection of the Best Bid

7.1 Evaluation Criterion and Evaluation of the Bids

Once the review of the Bids is completed, the evaluation committee will evaluate them in accordance with the evaluation criteria and procedure specified below.

The basic evaluation criterion for the Public Contract is the lowest bid price as specified in the Public Contracts Act, Section 78, subsection 1(b).

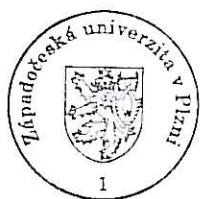
Pursuant to the Public Contracts Act, Section 79, subsection 4, the Bids will be ordered with regard to the bid price, from the lowest price to the highest one. Before the order of the Bids is determined based on the successful compliance with the said criterion, the evaluation committee will evaluate the bid prices taking into consideration the unusually low bid price provision specified in Section 77 of the Public Contracts Act.

The Contracting Authority will decide on the selection of the best Bid submitted by a Bidder whose Bid was evaluated as the Bid offering **the lowest bid price.**

7.2 Rights Reserved by the Contracting Authority

Should any of the Bids contain an identical bid price proposition, the Contracting Authority reserves the right to determine the order of these Bids by drawing, the Bidders that have submitted identical bid price propositions will be present when the Bids are drawn. The Contracting Authority will inform the Bidders of the date when the drawing will take place in writing at least 3 working days in advance.

In Pilsen, date 30 -12- 2013



.....
doc. PaedDr. Ilona Mauritzová, Ph.D.
Rector
University of West Bohemia in Pilsen

Annex no. 1 to Tender Documents

Title Page of the Bid

For the Public Contract

Eye Tracker

BASIC INFORMATION:

Contracting authority: University of West Bohemia in Pilsen
Identification no.: 497 77 513
Registered office: Univerzitní 8, 306 14 Plzeň, Czech Republic
Person authorized to act on behalf of the Contracting Authority: doc. PaedDr. Ilona Mauritzová, Ph.D., Rector

Bidder: [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]
Tax identification 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]
Telephone/fax: [TO BE COMPLETED BY THE BIDDER]
E-mail: [TO BE COMPLETED BY THE BIDDER]

BID PRICE – FOREIGNER BIDDER

	No. of units	The total Bid Price in CZK excluding VAT
Eye Tracker	2 units	[TO BE COMPLETED BY THE BIDDER]

BID PRICE – CZECH BIDDER

	No. of units	Price in CZK excl. VAT	VAT rate (%)	VAT in CZK	Price in CZK incl. VAT
Eye Tracker	2 units	[TO BE COMPLETED BY THE BIDDER]	[TO BE COMPLETED BY THE BIDDER]	[TO BE COMPLETED BY THE BIDDER]	[TO BE COMPLETED BY THE BIDDER]



In **[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 Tender Documents

Declaration on Word of Honour to Demonstrate Compliance with the Basic Qualification Criteria

**for the Public Contract
Eye Tracker**

Bidder: 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

I hereby declare on my word of honour that:

Pursuant to section 53, subsection 1 (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;

Pursuant to section 53, subsection 1 (b): - Neither the supplier, nor 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;

Pursuant to section 53, subsection 1 (c): - The supplier has not accomplished elements of unfair competition practices in the form of bribery under section 49 of the Commercial Code in the past three years;

Pursuant to section 53, subsection 1 (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;

Pursuant to section 53, subsection 1 (e): - The supplier is not being wound up;

Pursuant to section 53, subsection 1 (f): - The supplier has no outstanding tax arrears registered in tax records (not even excise tax arrears), both in the Czech Republic and in





the country of registered office, place of business or residence of the supplier;

Pursuant to section 53, subsection 1 (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;

Pursuant to section 53, subsection 1 (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;

Pursuant to section 53, subsection 1 (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 liable for the activity of the supplier;

Pursuant to section 53, subsection 1 (j): - The supplier is not enrolled on the black list of suppliers banned to participate in the performance of public contracts;

Pursuant to section 53, subsection 1 (k): - In the preceding three years there has been no penalty finally imposed on the supplier for allowing illegal work under separate legal regulations.

In **[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. 3 to Tender Documents

Declaration on Word of Honour Confirming Economic and Financial Eligibility

**For the Public Contract
Eye Tracker**

1. Identification data of the Bidder:

Name / business name:

[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]

2. Declaration on word of honour:

The Bidder hereby declares that pursuant to Section 50, subsection 1(c) of the Public Contracts Act, no. 137/2006, Coll., as amended, the Bidder is economically and financially eligible to deliver the above Public Contract.

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

In [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. 4 to Tender Documents

Declaration on Word of Honour Submitted Together with the Bid

For the Public Contract

Eye Tracker

1. Identification data of the Bidder:

Name / business name:

[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]

2. Declaration on word of honour:

The Bidder hereby declares that:

- a) It has become acquainted, to the full extent, with the terms and conditions of the Tender, and it has studied all the documents and other facts essential for the Tender herein;
- b) Information, declarations and other facts stated in the said Bid are complete and true;
- c) It has clarified all disputable provisions or ambiguities before submitting the Bid;
- d) It agrees with the terms and conditions of the Tender and respects them;
- e) Neither the Bidder, nor any person close to the Bidder, no employee of the Bidder or its subcontractor, no person close to the subcontractor or an employee of the subcontractor, have participated in the preparation of the Tender Documents;
- f) It has not prepared the Bid in coordination with another supplier submitting its Bid.

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

In [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. 5 to Tender Documents

Mandatory Draft of the Purchase Contract

Purchase Contract

(Hereinafter referred to as “the Contract”)

Entered into pursuant to the Commercial Code, Act no. 513/1991, Coll., section 409 as amended, the Copyright Act no. 121/2000, Coll., section 46 et sequentes (Copyright and Rights Related to Copyright and on Amendment to Certain Acts) as amended.

I.

Contracting Parties

- 1.1. Purchaser: University of West Bohemia in Pilsen**
Address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Represented by: doc. PaedDr. Ilona Mauritzová, Ph.D., Rector
Bank: Komerční banka a.s., Plzeň-město
Account no.: 4811530257/0100
Identification no.: 497 77 513
Tax identification no.: CZ49777513

(Hereinafter referred to as “the Purchaser”) as one Contracting Party

And

- 1.2. Seller:** [TO BE COMPLETED BY THE BIDDER]
Address/place of business: [TO BE COMPLETED BY THE BIDDER]
Acting through/ represented by: [TO BE COMPLETED BY THE BIDDER]
Bank: [TO BE COMPLETED BY THE BIDDER]
Account no.: [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 Contracting Party



(Together also referred to as “the Contracting Parties”)

WHEREAS

- a) This Contract is concluded based on a result of an open Tender held pursuant to the Public Contracts Act no. 137/2006, Coll., as amended awarding the Public Contract entitled “**Eye Tracker**”;
- b) The Bid submitted by the Seller was evaluated as the best one in the Tender;
- c) The Seller confirms that they have become fully acquainted with the scope and nature of the Contract concerning the said 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;
- d) The Seller explicitly confirms that they have studied all the Contracting Authority’s documents and instructions received by the date of execution of this Contract as well as instructions contained in the requirements that the Purchaser defined for the Contract, that the Seller has found these requirements to be appropriate, that the purchase price and the method of the Contract delivery contains and takes into consideration all the above specified conditions and circumstances.

THE CONTRACTING PARTIES ENTER INTO THE FOLLOWING CONTRACT.

II.

Subject of the Contract

- 2.1. The Seller undertakes, pursuant to the terms and conditions of the herein Contract, to supply to the Purchaser:

Two (2) units of the eye tracker including necessary accessories (hereinafter also jointly referred to as “the Goods”).
- 2.2. The Goods is specified in detail in **Annex no. 1** to this Contract and forms its integral part.
- 2.3. The Seller undertakes to transfer to the Purchaser the title to the Goods and the Purchaser undertakes to pay the purchase price for the Goods.
- 2.4. The Seller’s commitment also includes transportation of the Goods to the place of delivery and commissioning of the Goods including testing of flawless operation of the Goods, supply of technical documentation and user manuals (in the Czech or English languages in a hard or electronic copy), demonstration of all the required functions and parameters. The Public Contract delivery will also include a delivery of a service SW for storing and processing of eye movement records, or as the case may be, the line of sight of the monitored person, in English or Czech language including technical support provided via telephone or e-mail in the anticipated scope of 10 man-hours per year including updates for the period of 1 year (from the day following the day of delivery of the Device to the Contracting Authority, or the day when the Bidder and Contracting Authority signed the hand-over/acceptance protocol for the Device) and two (2) relevant commercial licenses (compatibility of SW and HW will be ensured). The Bidder will be obliged to provide training to three (3) service personnel of the Purchaser, the training will take 4 hours (the training agenda will include operation of the Goods, all its components and software).

III.

Time and Place of Delivery

- 3.1. The Seller undertakes to supply the Goods to the Purchaser and meet all its obligations pursuant to Article II herein within three (3) months after this Contract is signed at the latest. Should the Seller be in delay with the delivery of the Goods and meeting of all the obligations specified in Article II herein, the Purchaser will be entitled to request the Seller to pay a contractual penalty of 0.5% of the total purchase price excluding VAT for every, even started, day of the delay, the right of Purchaser to request damages will not be prejudiced.
- 3.2. The Contracting Parties will make out a document confirming the delivery and receipt of the Goods, the document will be signed by both Parties. The hand-over/acceptance protocol will also contain a confirmation that the Seller has complied with all the obligations specified in article II herein. The Purchaser will be entitled to reject the Goods, if the Goods demonstrate any defects.
- 3.3. On the date when the hand-over/acceptance protocol is signed, the title to the Goods will also be transferred from the Seller to the Purchaser. The risk of damage to the Goods rests with the Seller until the title is transferred to the Purchaser.
- 3.4. The place of delivery is University of West Bohemia in Pilsen, Univerzitní 22, Plzeň 301 00, Czech Republic.

IV. Contractual Price and Payment Terms

- 4.1. The purchase price for the Goods is agreed by the Contracting Parties and is based on the Bid Price offered by the Seller and calculated with regard to the subject matter of this Contract in the Tender Proceedings.
- 4.2. **A: [CZECH SELLER¹]** The Purchaser undertakes to pay the Seller the stipulated **purchase price of CZK [TO BE COMPLETED BY THE BIDDER] excluding VAT** (in words: **[TO BE COMPLETED BY THE BIDDER]** Czech crowns) for the Goods delivery.
The VAT rate will be **[TO BE COMPLETED BY THE BIDDER] %**,

The VAT will be 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).
B: [FOREIGNER SELLER¹] The Purchaser undertakes to pay the Seller for the delivery of the Goods the duly and timely stipulated **purchase price of CZK [TO BE COMPLETED BY THE BIDDER] excluding VAT** (in words: **[TO BE COMPLETED BY THE BIDDER]** Czech crowns).
The valid VAT rate will be paid by the Purchaser that will self-assess the tax amount.
- 4.3. The purchase price is stipulated as the highest possible price including all fees and any other costs associated with the supply of the Goods pursuant to this Contract.
- 4.4. The purchase price will be settled by the Purchaser as a one-off payment in Czech crowns against a tax document – invoice. The purchase price will be invoiced to the Purchaser within 30 days of the Goods delivery, i.e. of the date of signing the hand-over/acceptance protocol by the two Contracting Parties, and of meeting all the obligations stipulated in Article II herein.

¹ The Bidder will chose one of the alternatives, alternative A or Alternative B that will be part of the Draft Contract, the other alternative will be deleted.



- 4.5. The hand-over/acceptance protocol signed by the two Contracting Parties must be enclosed to the invoice.
- 4.6. Tax document – the invoice – must contain all elements of a proper accounting and tax document pursuant to the relevant legislation, in particular 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 to run again after the duly amended or corrected invoice is received by the Purchaser.
- 4.7. The invoice will be due 30 days after it is demonstrably received by the Purchaser. However, the Purchaser reserves the right to unilaterally extend the payment period of the invoice depending on the funding released by the Research and Development for Innovation Operating Programme for up to 30 calendar days. Late allocation of the funding by the OP RDI will not cause the Purchaser to be in default with the payment of the purchase price pursuant to this Contract.
- 4.8. The Purchaser will transfer the purchase price to the bank account of the Seller specified in the heading of this Contract. The Purchaser will meet the obligation to pay the purchase price after the total purchase price amount is credited on the Seller's bank account.
- 4.9. Should the Purchaser lack funding as explained in Article 4.7 herein, the Contracting Parties stipulate the following process to postpone the payment: The Purchaser will be obliged to advise the Seller of the situation in writing without undue delay. The due date of the invoice will be postponed for up to 30 calendar days of the date when the above notice is delivered to the Seller.
- 4.10. The Purchaser will not provide any advance payments for the purchase price.
- 4.11. Should the Purchaser be in default with payment of the invoice, the Seller will 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. This delay interest will not apply in case the payment is postponed due to the availability of funding provided by the OP RDI as stipulated in Article 4.7 and 4.9 herein.
- 4.12. The Purchaser is entitled to off-set any contractual penalty that the Purchaser is obliged to pay to the Seller against the invoiced purchase price.

V.

Rights and Obligations of the Contracting Parties

- 5.1. The Seller will be obliged to deliver the Goods in accordance with the herein terms and conditions, the Goods delivered must correspond to the technical requirements specified in annex no. 1 hereto and must be free of any defects.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. The Seller will be obliged to properly maintain the Contract including its annexes, tax document originals as well as other documents associated with the delivery of the Contract 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 allow persons authorised to check the project to review the documents associated with the execution of the Contract, in particular provide requested information and documents to employees or agents of the authorised audit bodies for 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. Furthermore, all documents and contract-related documents must be protected against loss, theft or degradation.
- 5.6. The Seller acknowledges that pursuant to the Financial Control in Public Administration Act no. 320/2001, Coll., section 2 (e) and changes to other laws (Financial Control Act) 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 access those parts of the Bid, Contract and relating documents that are subject to separate legal regulations (such as trade secret, proprietary information) for a period of 3 years after the Operational Programme is closed, provided that the requirements defined by the law (for example section 11 (c) and (d) and section 12, subsection 2 (f) of the State Control Act no. 552/1991, Coll., as amended, are met). The controlling body of the Operational Programme RDI is similarly authorized to perform audit at the Seller's subcontractors, as the case may be (*see Annex no. 2 to the Guidelines for OP RDI Applicants and Beneficiaries as amended*) <http://www.msmt.cz/strukturalni-fondy/spolecne-prilohy-prirucek-pro-zadatele-a-prijemce-op-vavpi-3>).
- 5.7. The Seller undertakes that if in connection with the implementation of the Contract herein the employees of the Seller are provided with personal/sensitive data pursuant to the Personal Data Protection Act no. 101/2000, Coll., as amended, when performing their duties, they will adopt all and any measures to prevent unauthorised or accidental access to this data, changes, damage or loss of this data, unauthorised transfer, unauthorised processing of the data and misuse of the data.
- 5.8. The Seller will be obliged to observe all the commitments that had been stated in its Bid submitted to the Tender before this Contract was signed.
- 5.9. The Seller acknowledges and agrees that this Contract will be made public on the Purchaser's website pursuant to the Public Contracts Act section 147 (a), and that the actual price paid for the supply of the subject-matter of the Contract will also be made public by the deadlines and in a manner defined by the Public Contracts Act section 147 (a). In accordance with the Public Contracts Act, Section 147a, subsection 4 and 5, the Seller is obliged to regularly submit to the Purchaser a List of Subcontractors by the deadlines specified by the Public Contracts Act. Should the Seller violate the legal obligations stipulated for the Seller in the Section 147 (a), subsections 4 and 5, the Seller will be liable for any damage, to the full extent of such damage, caused to the Purchaser by such violation.
- 5.10. 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.
- 5.11. The Seller declares that he is authorized to provide this license to the benefit of the Purchaser without any limitations relating to third parties, 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.
- 5.12. In case the representation provided by the Seller in clause 5.11 herein proves false, or the license is contrary the Seller's representation above invalid or the scope of the license provided is insufficient, the Purchaser will be entitled to terminate the Contract and request the Seller to pay a contractual penalty of CZK 40,000, the payment will not prejudice the Purchaser's right to claim damages. In such a case, the Purchaser will also be entitled to request the Seller to provide

sufficient license in the scope required, if the Seller fails to accommodate this request within 30 calendar days of the delivery of the Purchaser's note at the latest, the Purchaser will be entitled to terminate this Contract.

VI. Quality Guarantee

- 6.1 The Seller provides 24-month guarantee for the Goods. The guarantee period starts to run on the day following the day when the Goods is delivered to the Purchaser, or as the case may be, the day when the two Contracting Parties sign the hand-over/acceptance protocol.
- 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 at the Seller's cost and without undue delay no later than within 30 calendar days from the date a defect is reported by the Seller, unless stipulated otherwise in writing by the Contracting Parties. The Seller may start repairing the defects at the Purchaser's premises on business days between 8:00 a.m. and 2:00 p.m. Should the Seller fail to meet the defined (or otherwise stipulated) deadline for repair under guarantee, the Purchaser will be entitled to request a contractual penalty of 0.05% from the total purchase price excluding VAT from the Seller for every, even started, day of delay. Payment of the contractual penalty will not prejudice the Purchaser's right to claim full damages.

VII. Termination of the Contract

- 7.1 The Contract can only be terminated for reasons stipulated in the Contract or specified by law.
- 7.2 A Contracting 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 will be considered gross violation of this Contract:
- Purchaser's failure to pay the purchase price in accordance with this Contract within 60 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 date;
 - Seller's failure to supply Goods possessing the characteristics declared by the Seller in this Contract;
 - Seller's failure to provide correct information or documents indicative of the actual situation in the Bid that had been submitted to the Tender before this Contract was signed, which have or could have affected the result of the Tender.
- 7.3 Once the Contract becomes ineffective, all and any obligations of the Contracting 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 Contracting Parties that are to survive this Contract by their nature or by law.

VIII Common and Closing Provisions

- 8.1 This Contract becomes valid and effective on the date it is entered into, i.e. on the date of signature by authorised representatives of the Contracting Parties.

- 8.2 Contractual penalties claimed pursuant to this Contract are due thirty (30) days of the date when the Party obliged to pay the penalty receives a written notice concerning payment of the contractual penalty from the entitled Party, the payment will be credited to the account of the entitled Party specified in the heading of this Contract.
- 8.3 All and any changes and amendments to the Contract may only be made by a written agreement of the Contracting Parties. Such agreements must be in the form of numbered amendments to the Contract signed by both Parties and dated.
- 8.4 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.
- 8.5 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.
- 8.6 The Contracting Parties agreed that in accordance to the Commercial Code, Act no. 513/1991, Coll., Section 262, subsection 1, the obligations under this Contract will be governed by the Commercial Code.
- 8.7 The Contracting Parties agreed to always strive to reach amicable settlement of possible disputes arising from the Contract. Possible disputes arising from this Contract will be solved in accordance with the valid laws by local authorities with appropriate competences in the Czech Republic. In accordance with the Civil Procedure Code, Act no. 99/1963, Coll., section 89 (a) as amended, the Contracting Parties stipulate that disputes arising from this Contract or relating to this Contract will be resolved by the district (Okresní soud Plzeň – město) or regional court in Pilsen (Krajský soud v Plzni).
- 8.8 The Contract is made out in 4 (four) identical copies, each of which is valid as original. Each of the Contracting Parties will receive 2 (two) identical copies.
- 8.9 The following annex forms an integral part of this Contract:
Annex no. 1 – Detailed Technical Specification of the Goods
- 8.10 The Contracting Parties declare that they have read the Contract before signing, and agree with its content without any reservations. The Contract expresses their sincere, real, free and serious will. To demonstrate that these statements are authentic and true, the authorized representatives of the Contracting Parties attach signatures in their own hand.

In Pilsen

On behalf of the Purchaser:

.....
University of West Bohemia in Pilsen
doc. PaedDr. Ilona Mauritzová, Ph.D.

Rector

In, date

[TO BE COMPLETED BY THE BIDDER]

On behalf of the Seller:

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



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

[TO BE COMPLETED BY THE BIDDER]



Annex no. 6 to Tender Documents

Declaration on Word of Honour Confirming Non-existence of a Conflict of Interest

For the Public Contract

Eye Tracker

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]

2. Declaration on Word of Honour:

The Bidder hereby declares that, within the scope of its operation, there exist no circumstances resulting in conflict of interest as stipulated in the Tender Documents for the Public Tender herein, in particular that the Bidder:

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

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

In [TO BE COMPLETED BY THE BIDDER], date [TO BE COMPLETED BY THE BIDDER]

.....
[Business name + person authorized to act on
behalf of the Bidder]

Annex no. 7 to Tender Documents

List of Subcontractors

For the Public Contract Eye Tracker

1. Identification data of the Bidder:

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

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

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

2. List of Subcontractors

The Bidder is to perform the below tasks using the services of the listed subcontractors in order to deliver the Public Contract. The Bidder must fill into the form all the tasks that are intended to be performed by the subcontractors. The Bidder must mark the individual tasks by a sequential number and specify, in sufficient detail, which tasks are to be carried out, and provide sufficient identification data for the subcontractors.

The Bidder will submit this document only if any part of the delivery is to be supplied by a subcontractor.

No.	Task description	Identification data of the subcontractor (name/business name, place of business/registered office, identification no., telephone/fax number, e-mail)

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

In [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. 8 to Tender Documents

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

For the Public Contract Eye Tracker

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 that 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]

- 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 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 the Tender herein.

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

In [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]