

Pilsen, date April 14, 2014

Invitation to Submit Bids

The Contracting Authority assigning the **Small-Scale 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 an Electromagnetic Articulograph for the NTIS Project

Contracting Authority: University of West Bohemia

CONTENTS

2	CONDITIONS AND REQUIREMENTS APPLICABLE TO THE BID PREPARATION	4
3	QUALIFICATION OF THE BIDDER.....	7
4	METHOD OF THE BID CALCULATION	11
5	PAYMENT CONDITIONS.....	11
6	GENERAL TERMS AND CONDITIONS	11
7	EVALUATION CRITERIA	11
8	ADDITIONAL REQUIREMENTS	13
9	ACCESS TO TENDER DOSSIER	14
10	OPENING OF THE ENVELOPES CONTAINING BIDS	14
11	LIST OF ANNEXES:	14

Public Contract Title: Delivery of an Electromagnetic Articulograph for the NTIS Project

Contracting Authority: University of West Bohemia

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

Contact Person: Jitka Růžičková

Telephone: +420 37763 1311

Fax: +420 37763 1302

Email: cibulkov@ntis.zcu.cz

The Contracting Authority follows the law as well as 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 Public Contracts 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 any 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 unit of an electromagnetic articulograph including the basic accessories required for its proper functioning – recording, synchronization and visualization of measured data (hereinafter also referred to as "the Equipment").

- 1.1.2 The required (minimum) specification of the subject matter of the Contract delivery is specified, together with other requirements specified by the Contracting Authority, 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

Recording Systems and Examination Devices 33120000-7

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, Univerzitní 22, Pilsen, Czech Republic.

1.5 Anticipated value of the Public Contract

Anticipated value of the Public Contract (excluding VAT): CZK 1.400.000

In case the Bidder proposes a higher price than CZK 1.600.000 (excluding VAT), the Bidder shall be disqualified from the Tender for a failure to meet the Tender requirements. There is no higher funding at the disposal of the Contracting Authority

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 sealed with a stamp indicating the name of the bidding company 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 an Electromagnetic Articulograph for the NTIS Project”.

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 **May 20, 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, 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: name of the company, 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 represent 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 represent 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. 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 that 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 90-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, , 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.	Documents of the Bidder within the meaning of Annex no. 5 to the Invitation (pursuant to article 2.6) 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 2.1 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 represent 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 them 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 four (4) business days before the deadline for submission of the Bids at the latest.

3 QUALIFICATION OF THE BIDDER

3.1 The qualification criteria shall be met by the Bidder that:

- 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 their qualifications by the deadline for submission of the Bids specified in article 2.2 herein.

3.3 Basic qualification criteria

The basic qualification criteria shall 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 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 will demonstrate compliance with all the basic qualification criteria (pursuant to 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 represent the Bidder.

3.5 Professional qualification criteria

The professional qualification criteria shall 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 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 their 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 shall 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 represent 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(j) 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 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.

In accordance with the documents evidencing compliance with the qualification criteria will be submitted exclusively in the Czech or English language by the Bidder. 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 shall 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 shall 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 not be older than three (3) months as of the last day of the period within which the qualification criteria shall be demonstrated.

3.13 Demonstrating compliance with the qualification criteria by submitting a certificate

The Bidder shall 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 shall 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 shall 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 Czech crowns 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 represent 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.

7 EVALUATION CRITERIA

- 7.1 The Bids will be evaluated according to the evaluation criterion "economical advantageousness of the Bid".
- 7.2 The Contracting Authority will evaluate the Bids in accordance with the below evaluation sub-criteria taking into consideration the weight of these criteria:

EVALUATION SUB-CRITERION	WEIGHT
1) Bid price (excluding VAT)	60%
2) Sampling frequency	30%
2) Number of simultaneously recorded channels	10%

¹ Pursuant to the Regulation of the European Parliament and of the Council no. 305/2011.

1) Bid price (excluding VAT)

The Contracting Authority will evaluate the total bid price (excluding VAT) for the Public Contract delivery shown on the Tender Cover Page, the bid price must be identical with the purchase price specified in the Draft Contract. The Bid containing the lowest Bid price of all the submitted Bids will receive 100 points, all the other Bids containing higher Bid price will be awarded points as follows:

$$\frac{\text{The lowest Bid price of all the Bids} \times 100}{\text{The evaluated Bid price}}$$

The assigned points will be multiplied by 0.60 (i.e. the weight of the evaluation criterion).

2) Sampling frequency

This partial evaluation criterion used to evaluate the Bids will evaluate the sampling frequency value in Hz. The Bid containing the highest sampling frequency value of all the submitted Bids will receive 100 points; all the other Bids containing lower sampling frequencies will be awarded points as follows:

$$\frac{\text{The evaluated sampling frequency value} \times 100}{\text{The highest sampling frequency value of all the Bids (but not more than 600)}}$$

The maximum value of the sampling frequency is limited to 600 Hz (any highest frequencies would be unnecessary for the Contracting Authority) – the sampling frequencies exceeding 600 Hz will be assigned the same number of points like the 600 Hz sampling frequency.

The lowest sampling frequency value is given by technical specifications – 100 Hz, Bids containing a lower sampling frequency will be disqualified for failure to meet the technical specifications.

The assigned points will be multiplied by 0.30 (i.e. the weight of the evaluation criterion).

3) Number of simultaneously recorded channels

This partial evaluation criterion used to evaluate the Bids will evaluate the number of simultaneously recorded channels. The Bid containing the highest number of simultaneously recorded channels will be assigned 100 points, all the other Bids containing lower number of simultaneously recorded channels will be awarded points as follows:

the evaluated number of recorded
channels * 100

the highest number of recorded
channels of all the Bids

The number of simultaneously recorded channels at least 8, Bids containing a lower sampling frequency will be disqualified for failure to meet the technical specifications.

The assigned points will be multiplied by 0.10 (i.e. the weight of the evaluation criterion).

- 7.3 The overall evaluation will be calculated as the sum of points awarded with regard to the tree evaluation sub-criteria. The winner will be determined by ranking the Bidders based on the number of points; the bid containing the highest number of points will be the winning bid.

8 ADDITIONAL REQUIREMENTS

- 8.1 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 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 that received the Invitation to Submit Bids, or requested its mailing, of the fact in writing. The Contracting Authority will send the additional information to the Bidders four (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:
- 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
 - 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://profilzadavatelezapadoceskauniverzitivplzni49777513.allycon.eu> starting from the date of the beginning of the Tender.

10 OPENING OF THE ENVELOPES CONTAINING BIDS

The envelopes will be opened on May 20, 2014 at 13:15. hours at the registered address of the Contracting Authority in the room UU 207, address Univerzitní 22, Pilsen, Czech Republic. All Bidders that 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 represent 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 a Conflict of Interests (template)
- Annex no. 5: Documents of 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 to Act on Behalf of the Public University

On behalf of the Contracting Authority:

Doc. Ing. František Vávra, CSc.
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 an Electromagnetic Articulograph for the NTIS Project

Contracting Authority: University of West Bohemia

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. Ing. František Vávra, CSc.
Dean, Faculty of Applied 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 CZK (excl. VAT)
Electromagnetic Articulograph	[to be completed by the Bidder]

EVALUATION CRITERION 2) AND 3):

EVALUATION SUB-CRITERION	Proposed value
Sampling frequency	[to be completed by the Bidder] Hz
Number of simultaneously recorded channels	[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) The Supplier 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) 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) The Supplier has not been lawfully disciplinarily punished, nor has become a subject of a lawful disciplinary measure under separate legal regulations in the preceding three years, if demonstration of expertise according to separate legal regulations is required pursuant to section 54 (d) of the Act; 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 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 an Electromagnetic Articulograph for the NTIS Project**
Contracting Authority: University of West Bohemia
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 said 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 a Conflict of Interests

Public Contract Title: **Delivery of an Electromagnetic Articulograph for the NTIS Project**
Contracting Authority: University of West Bohemia
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 are no circumstances resulting in a conflict of interests as stipulated in the Invitation to Submit Bids for the Public Tender herein, in particular the following:

- a) The Bidder has not participated in the preparation of the Invitation to Submit 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 of the Bidder

Public Contract Title: **Delivery of an Electromagnetic Articulograph for the NTIS Project**
Contracting Authority: University of West Bohemia
Registered address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Identification no.: 49777513

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]

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 Invitation

PURCHASE CONTRACT

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

Contracting Parties:

University of West Bohemia

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. Ing. František Vávra, CSc.,
Dean of the Faculty of Applied Sciences,
authorized to act on behalf of University of West Bohemia
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. Introductory Provisions

1. This Purchase Contract is entered into based on the result of the small-scale Public Tender entitled “**Delivery of an Electromagnetic Articulograph for the NTIS Project**” (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 requirements that the Purchaser defined for the Public Contract, that the Seller has found these requirements to be appropriate, that the 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 1 (one) unit of an electromagnetic articulograph including the basic accessories required for its proper functioning – recording, synchronization and visualization of measured data (hereinafter also referred to as “the object of sale” or “the Equipment”).
2. The object of sale including the requested accessories is specified in Annex no. 1 to this Contract: Equipment Technical Parameters and Related Obligations of the Seller.
3. The object of sale must be delivered in the agreed quantity, quality and design to the agreed place in the agreed time. The supplied object of sale must be also suitable and fully employable for the agreed purpose of its use as specified in this Contract, and in terms of its use not specifically described in this Contract, it must be suitable and fully employable for the purpose it is usually used for. The Seller expressly declared that the Equipment representing the object of sale meets the technical parameters and features as specified in Annex no. 1 to this Contract and parameters specified in the Tender Cover Page in Annex 2 of 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 object of sale will be new, fully functional, and complete, i.e. will be ready for immediate use and there will be no need to procure other components, it will be supplied including all the necessary components, even if these components are not explicitly described in the invitation to submit bids to the Public Tender.
5. Delivery of the object of sale to its place of delivery, its installation and assembly, calibration and commissioning including testing of its flawless operation, delivery of technical documents and user manuals (either Czech or English language, in hard or electronic copies) and demonstration of all the required parameters constitute integral parts of the Contract’s performance.

6. The Seller shall provide the Service Personnel of the Purchaser with training concerning the object of sale; the training agenda will be scheduled for 8 (eight) hours for 3 (three) members of Service Personnel (the agenda will include operation of the object of delivery, including all its components).
7. At least for the duration of the guarantee, the Seller will provide Purchaser phone and e-mail technical support (in Czech, Slovak or English language) on weekdays from 8:00 a.m. to 2:00 p.m.
8. 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.
3. The total purchase price for the entire object of sale is CZK [to be completed by the Bidder] in words: [to be completed by the Bidder] Czech crowns 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 performance of the delivery (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 and possible taxes and charges that the Seller may be obliged to pay in any form according to any applicable laws valid abroad etc.). 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. 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. Such an extension does not establish the Purchaser’s delay with the payment of the purchase price.

¹ Pursuant to the Regulation of the European Parliament and of the Council no. 305/2011.

8. The tax document – 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 Equipment

1. The Seller undertakes to deliver the object of sale (including its assembly, commissioning, service personnel training etc.) over to the place of delivery, i.e. University of West Bohemia in Pilsen, Univerzitní 22, Plzeň, Czech Republic, during the working hours of the Purchaser – between 8:00 a.m. and 4:00 p.m., unless stipulated otherwise by the Contracting Parties.
2. The Acceptance Protocol will be made out to certify the delivery and acceptance of the object of sale (including its assembly, commissioning, service personnel training etc.); 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 unfinished parts. Together with the object of sale, the Seller will be also obliged to provide to the Purchaser documents needed for the proper hand-over and subsequent operation of the object of sale, and the delivery of these documents is a condition for the object of sale to be accepted by the Purchaser.

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 4 (four) months after the effective date of the Contract at the latest.

VI. Transfer of Ownership Title and the Risk of Damage of the Object of Sale

1. The ownership title to the object of sale is transferred to the Purchaser on the day the object of sale is duly delivered by the Seller and accepted and its acceptance is certified by the signed Acceptance Protocol. The risk of damage of the object of sale is also transferred to the Purchaser at the same time.

VII. Guarantee

1. The Seller provides the Purchaser with a quality guarantee for the object of sale delivered pursuant to this Contract; the guarantee period will be 24 months.
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 without undue delay 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. If the nature of the defect permits, the Seller will be obliged to remove the defect in the place of delivery. If this is not possible, the Seller will remove the defect in the Seller's facility.
5. In this respect the Seller acknowledges that the work to remove the defects may start on business days between 8:00 a.m. and 4:00 p.m., unless stipulated otherwise by the Contracting Parties.
6. 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. 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), 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).

IX. 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 (incl. its assembly, commissioning, service personnel training etc.), i.e. should the Seller fail to deliver the object of sale (or its part) 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.
2. Should the Purchaser be in default with the payment of the invoice, the Seller will be obliged 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.
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 for every, even started, day of the delay.
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 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.

X. 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-priprucek-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.

XI. 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 will be 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: doc. Ing. Jindřich Matoušek, Ph.D.
E-mail: jmatouse@kky.zcu.cz
Phone: +420 377 632 530.

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

XII. Closing Provisions

1. This Contract is governed by 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: Copy of the Tender Cover Page
 - Annex no. 3: 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
7. The Contracting Parties declare that they have 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. Ing. František Vávra, CSc.,
Dean of the Faculty of Applied Sciences
authorized to act on behalf of the
University

Annex no. 1 to the Purchase Contract

Equipment Technical Parameters And Related Obligations of the Seller

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

- The number of simultaneously recorded channels at least 8 with the possible extension to at least 16 channels (the ability to track simultaneously at least 8 points of interest)
- 3D capture (the recording of three coordinates of each point of interest – an articulator or a facial point)
- Sampling frequency at least 100 Hz (ensures the minimum allowable quantization of the recording data)
- Synchronization with speech signal (the ability to record articulatory and orofacial data synchronously with speech signal)
- Real-time capture (the recording of articulatory and orofacial data in real time)
- Head movement correction (important to ensure independence of the recorded articulatory and orofacial data on head movements during speaking)

POVĚŘENÍ

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

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

p o v ě ř u j e

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

ke dni 1. 8. 2013

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

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

V Plzni, dne 17. července 2013

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

Uvedené pověření přijímám:

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