

ZWICK GmbH & Co. KG  
August-Nagel-Strasse 11  
D-89079 Ulm  
Germany

## Invitation to Submit a Bid

(hereinafter referred to as "the Invitation")

Dear Sir/Madam,

University of West Bohemia in Pilsen, address Univerzitní 8, 306 14 Plzeň, Czech Republic, identification No.: 497 77 513, as the Contracting Authority awarding this small-scale contract invites you, as the Bidder, to submit a Bid for

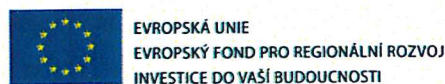
### Zwick Z50 Device Upgrade by Biaxial Strain Gauge; and testExpert Software Upgrade to testExpert II Version

The said Contract is awarded as a small-scale contract pursuant to the Public Contracts Act No. 137/2006, Coll., section 12, subsection 3, and section 18, subsection 5 as amended (hereinafter referred to as "the Act").

**This invitation is addressed directly to a single supplier; reasoning:**

The Contracting Authority demands an upgrade of the Zwick Z50 device (testing device including accessories) owned by the Contracting Authority (University of West Bohemia) since 2003 and manufactured and supplied by **Zwick GmbH & Co. KG** (August-Nagel-Str. 11, D-89079 Ulm, Germany, [www.zwick.com](http://www.zwick.com)). The Contracting Authority requires 100% compatibility of the biaxial strain gauge with the originally supplied Zwick Z50 device.

According to the Contracting Authority's findings, taking into consideration technical aspects as well as protection or exclusive rights, the subject matter of the Public Contract may only be supplied by you as the eligible entity possessing the relevant industrial property rights to the items. According to



information available to the Contracting Authority, you are the only possible supplier of the subject matter of the contract, and taking into consideration the technical and other specifics of the said delivery, the request for the bid cannot be addressed to any other supplier.

The entire text of the Invitation will be published on the Contracting Authority's website:

<https://profilzadavatelezapadoceskauniverzitivplzni49777513.allycon.eu>

Therefore, we kindly ask you to present us with your Bid for the said small-scale Public Tender. We also take the liberty of providing you with the necessary information and data relevant to the small-scale contract. The Contracting Authority calls attention to the fact that in order to award this Public Contract, the Contracting Authority also follows the Contractor Selection Guidelines of the **Operational Programme Research and Development for Innovation** (hereinafter referred to as "OP RDI") enclosed as Annex No. 2 to the Guidelines for OP RDI Applicants and Beneficiaries, as amended.

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

If the term "Bidder" is used in the Invitation, it will apply to situations where the Public Contracts Act uses the term "Supplier" as well.

### 1) Identification data of the Contracting Authority:

Corporate name/name: University of West Bohemia in Pilsen  
Address: Univerzitní 2732/8, 306 14 Plzeň, Czech Republic  
Represented by: doc. RNDr. Miroslav LÁVIČKA, Ph.D  
Dean of the Faculty of Applied Sciences  
Legal form: Public University  
ID No.: 49777513  
Tax ID No.: CZ49777513  
(hereinafter referred to as "the Contracting Authority")

Contact person: Ing. Robert ZEMČÍK, Ph.D., zemcik@kme.zcu.cz  
+ 420 37763 2336

### 2) Type of Public Tender:

This is a small-scale Public Contract awarded pursuant to the Public Contracts Act, section 12, subsection 3, and pursuant to section 6, subsection 1.



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This Public Contract is not awarded in a public tender pursuant to the Public Contracts Act (the Act, section 18, subsection 5).

### 3) Title, CPV and specification of the subject matter of the Contract:

Title: Zwick Z50 Device Upgrade by Biaxial Strain Gauge; and testExpert Software Upgrade to testExpert II Version

Classification of the subject matter of the Public Contract according to the classification system:

- 38540000-2 – Machines and apparatus for testing and measuring
- 48151000-1 – Computer control system
- 80531100-6 – Industrial training services

#### Subject matter of the Contract:

1. Biaxial Strain Gauge (biaxial contact-type tensometric clamp extensometer) Type: BTC-EXACLBI.
2. testExpert test software upgrade to testExpert II version
3. Installation of the device, training (2 days) in place Contracting Authority

The contracting authority demands tensometric clamp sensors for plastics and metal testing, able to measure both longitudinal and transverse changes in length (deformations). Sensors must provide for measurements of both flat (max. width of 60mm, thickness of 34mm) and circular cross-section (max. dia. 38mm) samples. The contracting authority demands that measuring equipment is suitable for use from -70°C to +175°C.

The device must be 100 % compatible with the Zwick Z50 device.

Biaxial strain gauge must meet the following requirements:

Maximum tensile deformation of at least	1.2mm
Maximum compressive deformation of at least	0.5mm
Initial length L0	25mm ±1mm
Maximum transverse deformations of at least	± 0.5mm
Maximum diameter of circular samples of at least	38mm

Maximum dimensions of flat samples:

width of at least	max. 60mm
thickness of at least	max. 34mm

Accuracy class

within temperature range of -55 to +100°C	0.5 according to EN ISO 9513
beyond temperature range of -55 to +100°C	1 according to EN ISO 9513



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pro inovace

Weight of at most	250 g
Total height of at most	40 mm
Temperature range of at least	-70 to 175°C

The subject matter of the Contract includes all the necessary components enabling full functionality of the upgraded system without any need to purchase any other equipment. The delivery consists, in particular, of the hardware (the biaxial strain gauge), service software (textExpert II), installation and training for employees to master the set-up and operation of the system.

#### Additional requirements:

1. The Bidder is obliged to provide at least 12-month guarantee for the supplied device.
2. The device must be new, fully functional and complete and must comply at least with the technical parameters and requirements specified above.
3. The device must be equipped with the relevant full-fledged software including relevant licenses in order to enable its proper use by the Contracting Authority and to ensure software and hardware compatibility.
4. Technical documentation for the Device and a hard-copy or electronic user manual in Czech or English will be supplied together with the Device.

#### 4) Date and place for submission of the Bids, opening of envelopes:

a) The Bid may be submitted **by 30<sup>th</sup> September 2014, 10:00 a.m. at the latest.** A Bid delivered after the deadline will be considered not submitted and the Contracting Authority will not open the envelope containing the Bid. The Contracting Authority will inform the Bidder of this fact without any delay. The Bid will be submitted in writing in a hard copy in a duly sealed envelope. The Contracting Authority recommends that the envelope be 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 title of the Tender: **Do not open – “Zwick Z50 Device Upgrade by Biaxial Strain Gauge and testExpert Software Upgrade to testExpert II Version.”** The return address of the Bidder must be indicated on the envelope.

All and any communication between the Contracting Authority and the Bidder will take place **by mail or e-mail.**

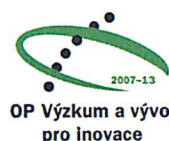
#### b) Place for submission of the Bid:

The Bids may be delivered in person or by registered mail to the address of the Contracting Authority: **University of West Bohemia in Pilsen, Univerzitní 8, 306 14 Plzeň, Czech Republic, Mail Room – office No. 107.** The official Mail Room opening hours are Mon – Fri 8:00 a.m. – 2:00 p.m. No other delivery will be considered proper delivery of the Bid.

#### c) Opening of the envelope



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The envelope will be opened on 30<sup>th</sup> September 2014 at 10.05 a.m. at the address of the **University of West Bohemia in Pilsen, area Bory, new building NTIS (number 2967)**. Business address in area Bory: **University of West Bohemia in Pilsen, Univerzitní 8, 306 14 Plzeň, Czech Republic in the room UN 610**. After the envelope is opened, the Contracting Authority will check that the Bid is prepared in the required language and the Draft Contract is signed by a person authorized to act on behalf of the Bidder or for the Bidder.

## 5) Qualification criteria and demonstration of compliance<sup>1</sup>:

**5.1 The qualification criteria will be complied with by a Bidder who will demonstrate compliance with: the basic qualification criteria, professional qualification criteria and economic and financial eligibility criteria (see articles 5.3., 5.4. and 5.5. below).**

### **5.2 Deadline for demonstrating the compliance with the qualification criteria**

The Bidder must demonstrate the qualifications by the deadline for submission of the Bids specified in article 4 (a) herein.

### **5.3 Basic qualification criteria**

5.3.1 The Contracting Authority requests the Bidder to demonstrate compliance with the basic qualification criteria by a **declaration on word of honour** pursuant to the Act, section 53; a template of the document is enclosed as Annex No. 2 to this Invitation.

### **5.4 Professional qualification criteria**

The professional qualification criteria will be complied with by a Bidder, who 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, in particular a document evidencing existence of a relevant trade license.

The documents demonstrating compliance with the professional qualification criteria will be submitted in a **simple copy** by the Bidder.

### **5.5 Economic and financial eligibility**

The Bidder will demonstrate the compliance with the economic and financial eligibility criteria by a declaration on word of honour documenting the Bidder's economic and financial eligibility and ability

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<sup>1</sup> The provisions of the Act referred to in this Invitation are intended to facilitate preparation of the Bid by the Bidders (provisions of the Act to be applied by analogy).

to deliver the Public Contract. The mandatory template of the **declaration on word of honour** is enclosed as Annex No. 2 to this Invitation.

#### **5.6. Joint delivery of the Public Contract by several suppliers**

If the subject matter 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 5.3 herein and of the professional qualification criteria pursuant to article 5.4 (a) herein in extenso. The Bidders must also submit an agreement containing a commitment that all of those Joint Bidders will be jointly liable vis-à-vis the Contracting Authority and to third parties in respect of any legal relationships established in the context of the Public Contract, for the entire term of the Public Contract implementation.

#### **5.7. Declaration on word of honour to be submitted together with the Bid**

Furthermore, the Bidder will also enclose a **declaration on word of honour to the Bid** pursuant to the template enclosed as Annex No. 3 hereto.

#### **5.8. Demonstrating compliance with the qualification criteria by foreign bidders**

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 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 the obligation that is to be evidenced as one of the qualification criteria is not specified in the country, the foreign Bidder will be obliged to execute a written declaration on word of honour to declare these facts.

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 will not apply to documents in the Slovak language.

#### **5.9. 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 the following documents to the Contracting Authority:

- a) Documents demonstrating the subcontractor's compliance with the basic qualification requirement pursuant to the article 5.3 herein and of the professional qualification requirement pursuant to the article 5.4 (a) herein;
- 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 exercise in order to perform the Public

Contract at least within the extent of the compliance with the qualification criteria pursuant to this Invitation.

However, the Bidder must not employ the subcontractor to provide for the fulfilment of the qualification criteria pursuant to the article 5.4 (a) herein.

### 5.10 Effects of the failure to meet the qualification criteria

A Supplier failing to meet the qualification criteria as required, or failing to meet the requirement specified in the section 58 of the Act, will be disqualified from the Tender by the Contracting Authority.

## 6) Evaluation criterion

The basic evaluation criterion to award the Public Contract is the "lowest total Bid Price" in EURO excluding VAT.

## 7) Conditions and requirements for the Bid preparation, language of the Bid:

7.1 The Bid and all the other documents and information will be prepared in Czech or English language in writing and in hard copies. If the Contracting Authority receives the Bid in English, the Contracting Authority will have the text translated into Czech, if necessary. All documents that must be signed by the Bidder must be dated and signed by an authorized representative of the Bidder or by a person authorized or delegated by the authorized representative; date of signature must be included. The original, or officially certified copy of the power of attorney or authorization, must be enclosed to the Bid submitted by the Bidder. The Contracting Authority recommends that all sheets of the Bid document are bound together by a string in order to prevent any manipulation with individual sheets; the loose end of the string will be sealed, covered by a sticker or otherwise secured in order to prevent removal of the sheets without breaking the seals. 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. Furthermore, it is recommended that all copies are well readable and there are no strokes or overwriting. The Contracting Authority recommends that all pages of the Bid are numbered in an uninterrupted ascending order.

7.2. The Contracting Authority recommends that the Bid is structured as follows:

<ul style="list-style-type: none"><li>• Front page – Public Contract title, identification data of the Contracting Authority</li></ul>
<ul style="list-style-type: none"><li>• Contents</li></ul>
<ul style="list-style-type: none"><li>• Tender Cover Page – the following information will be shown on the tender cover page: Public Contract title, basic identification data of the Contracting Authority and the Bidder (including names of persons authorized to negotiate the Public Contract), Bid Price</li></ul>

structured pursuant to article 12 herein, date and signature of the person authorized to act on behalf of the Bidder. The Bidder will use the Annex No. 1 to the Invitation.

- Documents demonstrating compliance with the qualification criteria as specified in article 5 herein (in particular the extract from the commercial register, trade license, declarations on word of honour, etc.). The Bidder will use the Annex No. 2 to the Invitation.
- Declaration on word of honour submitted together with the Bid (5.7), the mandatory template is enclosed as the Annex No. 3 to the Invitation.
- Signed Draft Contract, the mandatory template of which is enclosed as Annex No. 4 to the Invitation. The Draft Contract must be signed by an authorized representative or a person delegated to do so by the authorized representative. Original or officially certified copy of the power of attorney or authorization must be enclosed in the Draft Contract submitted by the Bidder.
- Other documents, namely the power of attorney to represent the Bidder.

The Bid must be prepared as follows:

- 1) In writing in a hard copy – one original copy;
- 2) And in one electronic copy on a CD – a scanned copy in the \*.pdf format. The Draft Contract will also be submitted in the \*.doc or a compatible format. In case of variations between the hard and the electronic copy of the Bid, information shown in the hard copy version of the Bid original will take precedence.

#### 8) Mandatory publicity

The Bidder is obliged to observe the mandatory publicity requirements applicable to the programmes funded from structural funds as specified in the Rules for OP RDI Publicity in all the relevant documents relating to the given Tender, in particular in all contracts and other documents relating to the given Contract (see the logos in the header of this Invitation).

#### 9) Tender Dossier:

The Tender Dossier is included as part of the requirements in this Invitation to Submit Bids.

#### 10) Place and term of delivery, anticipated value

<b>Place of the Public Contract delivery</b>	University of West Bohemia in Pilsen, area Bory, new building NTIS (number 2967).  Business address in area Bory: University of West
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	Bohemia in Pilsen, Univerzitní 8, 306 14 Plzeň, Czech Republic
<b>Term of the Public Contract delivery</b>	Within 6 weeks after signing the Contract.*
<b>Anticipated value of the Public Contract</b>	<b>EURO 16,000 excl. VAT</b> In words: sixteen thousand Euro

\*Contracting Authority point out, that Programm financial source can draw only till 31<sup>st</sup> October 2014.

The anticipated value of the Public Contract is the maximum value and cannot be exceeded; it includes all and any costs incurred by the Bidder in relation with the Contract delivery. If a higher price is offered by the Bidder, the Bidder will be excluded from the Tender.

The anticipated value of the Public Contract was determined by the Contracting Authority on the basis of a market survey of the relevant market providing relevant data and information.

The Contracting Authority anticipates that the Public Contract will be funded mainly by the Operational Programme Research and Development for Innovations. The subject matter of the Contract will be funded from the below project funds:

CTPVV project number: CZ.1.05/4.1.00/04.0192

#### 10) Bid validity period:

The Bidder will be bound by the Bid for a period of 90 days after the Bid is submitted. The Bid validity period commences upon expiration of the deadline for submission of the Bids and ends on the day the small-scale Public Contract is signed.

#### 11) Requirements to determine the Bid Price, anticipated value of the Public Contract

The Bidder will specify the Bid price information on the Tender Cover Page enclosed as Annex No. 1 to the Invitation, and also in the relevant article of the Draft Contract.

For the purposes of the Tender, the Bid price will be the total price for the delivery of the subject matter of the Public Contract excluding the value added tax (VAT). The Bid Price must contain all and any costs for the delivery of the subject matter of the Public Contract including related costs (e.g. insurance, transportation costs, increased costs resulting from the terms and conditions etc.). The price may only be exceeded based on amendments to VAT tax regulations; the maximum increase will correspond to the amended legislation. The Bid Price shown on the "Tender Cover Page" must be identical to the Bid Price shown in the Contract; in case the information is not identical, conditions of the Invitation will not be complied with and the Bid will be disqualified.

The total Bid Price for the subject matter of the Public Contract will be shown in EURO and will be structured as follows:

Bidder:

1. Price excluding VAT (this price will be subject to the evaluation)

**12) Alternative solutions:**

The Contracting Authority does not permit any alternative solutions.

**13) Draft Contract, terms and conditions, payment conditions:**

13.1. The terms and conditions that are not expressly specified in the Tender Dossier text are contained in the mandatory Draft Contract enclosed to this Invitation as Annex No. 4.

The Bidder is only authorized to insert the missing information in the highlighted fields in the mandatory Draft Contract. No other changes are permitted in the Contract.

13.2 The Draft Contract must be signed by an authorized representative of the Bidder, or by a person authorized or delegated by the authorized representative. The original, or officially certified copy of the power of attorney or authorization, must be enclosed to the Bid submitted by the Bidder.

**14) Additional requirements and conditions specified by the Contracting Authority:**

14.1 The Contracting Authority reserves the right not to enter into the Contract with any of the Bidders. The Contracting Authority reserves the right to cancel this Tender any time without stating the reason.

14.2 The Contracting Authority reserves the right to reject all Bids and not to award the Contract to any of the Bidders.

14.3 The Contracting Authority reserves the right to verify the information provided by the Bidder with third persons and the Bidder must cooperate with the Contracting Authority as required in this respect.

14.4 The Bidder is not entitled to any compensation of costs associated with the participation in the Public Tender to award the Public Contract. Neither original copy, nor individual parts of the Bid will be returned to Bidders.

14.5 The Contracting Authority reserves the right to alter or amend the subject matter of the Public Contract or conditions specified in this Invitation. The Contracting Authority will inform of the fact all invited Bidders and Bidders having requested the Invitation in writing.

14.6 The Decision to Award the Public Contract will be immediately provided to all the Bidders who have submitted their Bids.

**Annexes to the Invitation:**

Annex No. 1 – Tender Cover Page

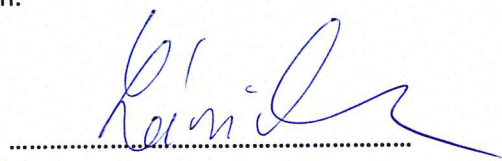
Annex No. 2 – Declaration on Word of Honour to Demonstrate Compliance with the Public Contract Qualification Criteria

Annex No. 3 – Declaration on Word of Honour Submitted Together with the Bid

Annex No. 4 – Mandatory Draft Contract

The Annexes constitute an integral part of the Invitation.

Pilsen, 12<sup>th</sup> September, 2014



doc. RNDr. Miroslav LÁVIČKA, Ph.D,  
Dean of the Faculty of Applied Sciences

Tender Cover Page

**Zwick Z50 Device Upgrade by Biaxial Strain Gauge and testExpert Software Upgrade to testExpert II Version**

BASIC INFORMATION:

**Contracting Authority:**

Business name/name: University of West Bohemia in Pilsen  
 Registered address: Univerzitní 2732/8, 306 14 Plzeň, Czech Republic  
 Represented by: doc. RNDr. Miroslav LÁVIČKA, Ph.D, Dean of the Faculty of Applied Sciences  
 ID No.: 49777513

**Bidder:**

Registered address/Place of business: .....  
 ID No.: .....  
 Tax ID No.: .....  
 Person authorized to act  
 on behalf of the Bidder or for the Bidder: .....  
 Bank: .....  
 Persons authorized  
 to represent the Bidder: .....  
 Telephone/fax: .....  
 Email: .....

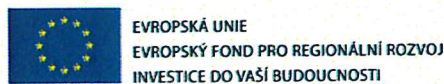
**BID PRICE:**

Subject matter of the Contract	Price in EURO, excluding value added tax
Total price for the complete delivery of the subject matter of the Contract	.....

In ..... on .....

.....

Name of the Bidder/Business name  
 Signature of the person authorized to act on behalf  
 of the Bidder



*Handwritten signature*

**Declaration on Word of Honour to Demonstrate Compliance  
with the Public Contract Qualification Criteria**

**Zwick Z50 Device Upgrade by Biaxial Strain Gauge and testExpert Software Upgrade to testExpert II Version**

Bidder: .....

Registered address/Place of business: .....

ID No.: .....

I hereby declare on my word of honour that the Bidder complies with the basic qualification criteria pursuant to article 5 of the Invitation (the Act, section 53 to be applied by analogy):

I.e. that the Bidder:

- 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;
- 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;

- In the preceding three years, the Bidder has not engaged in unfair competition practices, in the form of bribery, under separate legal regulation;
- In the preceding three years, the Bidder has not been subject to insolvency proceedings involving its assets, in which a declaration of bankruptcy has been issued, or the insolvency petition has not been rejected due to a lack of assets on the part of the Bidder to cover the costs of insolvency proceedings; or the pending bankruptcy process has not been cancelled because of the Bidder's insufficient property; or the Bidder has not gone into receivership under separate legal regulations;
- Is not being wound up;
- 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 Bidder;
- 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 Bidder;
- Has no outstanding arrears in respect of payments and penalties of the social security insurance and contribution to the State employment policy, both in the Czech Republic and in the country of registered office, place of business or residence of the Bidder;
- In the preceding three years, the Bidder has not been lawfully disciplinarily punished, nor has the Bidder become a subject of a lawful disciplinary measure under separate legal regulations. The same applies to an authorized representative, and to any other persons performing the activities of the Bidder;
- Is not listed in the register of persons banned from participating in the performance of public contracts;
- In the preceding three years there has been no penalty lawfully imposed on the Bidder for allowing illegal work under separate legal regulation.

**Furthermore, I hereby declare on my word of honour that the Bidder complies with the economic qualification criteria pursuant to article 5 of the Invitation:**

- The Bidder is economically and financially eligible to deliver the said Public Contract.

In ..... on .....

.....

Name of the Bidder/Business name  
Signature of the person authorized to act on  
behalf of the Bidder



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**Declaration on Word of Honour Submitted Together with the Bid**

**Zwick Z50 Device Upgrade by Biaxial Strain Gauge and testExpert Software Upgrade to testExpert II Version**

**Identification of the Bidder:**

Name/Business name: \_\_\_\_\_  
Registered address /Place of business: \_\_\_\_\_  
ID No.: \_\_\_\_\_

**1. Declaration on word of honour:**

The Bidder hereby declares that:

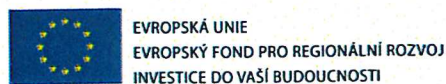
- a) The Bidder has become acquainted, to the full extent, with the terms and conditions of the Tender, and has studied all the documents and other facts essential for the Tender herein;
- b) Information, declarations and other facts stated in the said Bid are complete and true;
- c) The Bidder has clarified all disputable provisions or ambiguities before submitting the Bid;
- d) The Bidder 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 Invitation;
- f) The Bidder has not prepared the Bid in coordination with another supplier submitting its Bid;
- g) The Bidder has not entered into and will not enter into a prohibited agreement in relation with the awarded Public Contract pursuant to the Competition Act No. 143/2001, Coll., as amended;
- h) No employee of the Contracting Authority, or a member of the statutory body, statutory body, or a member of the project implementation team, or a person participating in the preparation of the given Tender as a contractor have participated in the preparation of the Bid submitted by the Bidder;
- i) 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;
- j) 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.

**2. Signature of the Bidder/Person authorized to act on behalf of the Bidder or for the Bidder:**

In \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_

Name of the Bidder/Business name  
Signature of the person authorized to act on  
behalf of the Bidder



## Mandatory Purchase Contract Draft



EVROPSKÁ UNIE  
EVROPSKÝ FOND PRO REGIONÁLNÍ ROZVOJ  
INVESTICE DO VAŠÍ BUDOUCNOSTI



OP Výzkum a vývoj  
pro inovace



# PURCHASE CONTRACT

(hereinafter referred to as “the Contract”)

*Entered into pursuant to the Civil Code, Act No. 89/2012, Coll., Section 2079 et sequentes, as amended*

## I. Contracting Parties

### 1.1. Purchaser: **University of West Bohemia in Pilsen**

Registered address: Univerzitní 8, 306 14 Plzeň, Czech Republic  
Represented by: doc. RNDr. Miroslav LÁVIČKA, Ph.D.,  
Dean of the Faculty of Applied Sciences  
Bank: Komerční banka a.s., Plzeň-město  
Account No.: 4811530257/0100  
ID No.: 497 77 513  
Tax ID No.: CZ49777513

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

### 1.2. Seller: [TO BE COMPLETED BY THE BIDDER]

Registered address: [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]  
ID No.: [TO BE COMPLETED BY THE BIDDER]  
Tax ID 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”)

Based on the result of the Tender entitled “Zwick Z50 Device Upgrade by Biaxial Strain Gauge and testExpert Software Upgrade to testExpert II Version”, the Contracting Parties enter into the following Contract:



EVROPSKÁ UNIE  
EVROPSKÝ FOND PRO REGIONÁLNÍ ROZVOJ  
INVESTICE DO VAŠÍ BUDOUCNOSTI



## II.

### Subject Matter of the Contract

- 2.1. The Seller undertakes, pursuant to the terms and conditions of the herein Contract, to supply to the Purchaser one (1) piece of a new fully-functional and complete biaxial strain gauge (biaxial contact-type tensometric clamp extensometer) Type: BTC-EXACLBI and a delivery of an upgrade of the testing testExpert software to testExpert II version, including the relevant software license enabling the proper use of the Goods – software and hardware compatibility of the Goods must be ensured (hereinafter referred to as “the Goods”) – and to enable the Purchaser to assume the ownership title to the Goods. The contractual obligation of the Seller also includes installation of the Goods and training (two days), including travel expenses. The Goods is specified in detail in **Annex No. 1** to this Contract and forms its integral part.
- 2.2. The Seller’s commitment to supply the Goods also includes the commitment to supply relevant technical documentation to the Goods and hard or electronic copies of user manuals in Czech or English language necessary for everyday operation of the Goods.
- 2.3. The Purchaser undertakes to accept the Goods supplied by the Seller under the terms and conditions specified in this article, check completeness of the Goods and make sure the Goods is free from any defects and pay the purchase price for the Goods to the Seller using the payment method, and by the due date, stipulated herein.

## III.

### Time and Place of Delivery, Use of Software

- 3.1. The Seller undertakes to supply the Goods to the Purchaser and meet its obligations pursuant to article II herein **within six weeks after this Contract is signed at the latest**, including installation of the Goods and training. Should the Seller be in delay with the performance of the obligations specified in the previous sentence, the Purchaser will be entitled to request the Seller to pay a contractual penalty of 0.1% from the total purchase price specified in art. 4.2 for every, even started, day of the delay, the right of Purchaser to claim damages (material and non-material) will not be prejudiced. The total amount of the penalty is limited to 20% of the purchase price.
- 3.2. The Goods will be delivered pursuant to INCOTERMS 2010 DAP (University of West Bohemia in Pilsen, area Bory, new building NTIS (number 2967). Business address in area Bory: University of West Bohemia in Pilsen, Univerzitní 8, 306 14 Plzeň, Czech Republic). The place of delivery is University of West Bohemia in Pilsen, area Bory, new building NTIS (number 2967). Business address in area Bory: University of West Bohemia in Pilsen, Univerzitní 8, 306 14 Plzeň, Czech Republic
- 3.3. After the Goods is delivered to the Purchaser, the Seller will be obliged to install the Goods and demonstrate functionality of all required functions and parameters. The Contracting Parties will then make out a document certifying the delivery and acceptance of the Goods and will record possible device or installation defects and deadline for their removal. If the device or installation prove to be defective, the Purchaser will not be obliged to accept the goods or installation.

- 3.4. After the goods is delivered to the Purchaser, installed and functionality of all the required functions and parameters is demonstrated, the Seller will be obliged to train two employees of the Purchaser, the training will be scheduled to cover two days and will take place in the premises of the Purchaser by the date specified in clause 3.1 herein.
- 3.5. In accordance with the Contract, the Seller will provide to the Purchaser the **right to use the software** specified in Annex No. 1 necessary to ensure functionality of the device and the proper and full use of the Goods on the day the Goods is accepted. The right to use the software – the licence – is granted without any time and territorial limits, the price of the license is included in the purchase price of the Goods. The Purchaser is not obliged to use this license. The Seller declares that it is entitled to provide the license to use the software to the Purchaser free from any limitations imposed by third parties.

#### IV.

#### Price and Payment Terms

- 4.1. The purchase price for the Goods is stipulated based on an agreement of the Contracting Parties and results from the price Bid submitted by the Seller calculated for the purposes of the Tender concerning the delivery of the subject matter of this Contract.
- 4.2. The purchaser undertakes to pay to the Seller for the supplied Goods the stipulated **purchase price of:**  
**[TO BE COMPLETED BY THE BIDDER].- EURO, excl. value added tax** (in words: **[TO BE COMPLETED BY THE BIDDER]** Euro);
- 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. The price includes, in particular, the transportation costs, including insurance, and costs associated with obtaining of certificates of conformity, certificates, attests and transfer of rights. The purchase price also includes all costs associated with customs clearing of the Goods for export as well as all duties, taxes and other export costs. The purchase price also includes a compensation for the license for the use of software and travel and other training costs.
- 4.4. The purchase price will be paid by the Purchaser in a one-off payment in EURO based on a tax document – invoice. The purchase price will be invoiced by the Seller within 30 days after all the obligations specified in article II herein are complied with.
- 4.5. A copy of the document certifying delivery and acceptance of the Goods signed by both Contracting Parties must be enclosed to the invoice.
- 4.6. The tax document – invoice – must contain all elements of a proper accounting and tax document pursuant to the relevant legislation. 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 maturity is stipulated 30 days after it is demonstrably delivered to the Purchaser.

- 4.8. 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.

## V.

### Rights and Obligations of the Contracting Parties

- 5.1. The Seller is obliged to deliver the Goods in the agreed quantity, quality and design. All the Goods supplied by the Seller to the Purchaser according to this Contract must meet the qualitative requirements as stipulated herein.
- 5.2. The Seller is obliged to supply to the Purchaser the Goods free of any defects and according to the terms and conditions stipulated herein.
- 5.3. The ownership title to the Goods is transferred to the Purchaser on the day the Goods is duly accepted from the authorized carrier. At the same moment, the risk of damage is also transferred to the Purchaser.
- 5.4. The Seller is obliged to immediately inform the Purchaser about possible risk of not meeting the date of delivery, and about any circumstances that might prevent the Goods from being delivered.
- 5.5. The Seller is liable to the Purchaser for any damage (material and non-material) caused by violation of duties stipulated in this Contract or obligations stipulated by generally binding legal regulations.
- 5.6. The Contracting Parties agreed, and the Seller determined, that the person authorized to act on behalf of the Seller in matters relating to the Contract herein and its execution is:

Name: [TO BE COMPLETED BY THE BIDDER]

Email: [TO BE COMPLETED BY THE BIDDER]

Phone: [TO BE COMPLETED BY THE BIDDER]

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

Name: Ing. Robert ZEMČÍK, Ph.D.,

Email: zemcik@kme.zcu.cz

Phone: + 420 37763 2336

For the avoidance of any doubt, the Contracting Parties expressly stipulate that the individuals indicated in articles 5.6 and 5.7 are not authorized to amend the Contract in any way, or to sign any amendments to the Contract. Any acts of these individuals, oral or in writing, that might modify the Contract, will be unenforceable

- 5.8. All letters, instructions, notices, requests, notes and other documents made out by the Contracting Parties based on this Contract or in relation to it will be made out in writing in English and will be

delivered either in person or by registered mail, fax or email to the mailing addresses of the personnel authorized pursuant to this Contract and to their attention.

- 5.9. The Seller acknowledges that, pursuant to the Financial Control in Public Administration Act No. 320/2001, Coll., Section 2 (e), 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 (e.g. the State Control Act No. 552/1991, Coll., Section 11 (c) and (d) and Section 12, subsection 2 (f)) are met. The controlling body of the Operational Programme RDI is similarly authorized to perform an audit at the Seller's subcontractors (see also annex No. 2 to the Guidelines for the OP RDI Applicants and Beneficiaries – Supplier Selection Guidelines <http://www.msmt.cz/file/14585>).
- 5.10. The Seller will be obliged to properly maintain all documents relating to the execution of the subject matter of the Contract, including accounting books, for at least three years after the OP RDI project is closed, i.e. at least until 2021. During the same time period, the Bidder will be obliged to provide requested information and documents to the employees or agents of bodies authorized to audit projects performed under OP RDI and will be obliged to create conditions for these personnel to be able to carry out the audit of the project implementation and cooperate in the audit.
- 5.11. The Seller is obliged to observe all the commitments contained in its Bid submitted to the Public Tender before this Contract was signed. The Bid is enclosed as Annex No. 2 to this Contract.
- 5.12. 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).
- 5.13. The Contracting Authority informs and the Bidder acknowledges that the Contracting Authority is not an entity conducting business activities in terms of their relationship.

## VI.

### Guarantee on the Goods

- 6.1. The Seller provides 12-month guarantee on the Goods from the moment all obligations are complied with, i.e. pursuant to article II herein.

## VII.

### Validity and Effect of the Contract

- 7.1. The Contract becomes valid and effective on the day it is signed by authorized representatives of the two Contracting Parties.
- 7.2. The Contract can only be terminated for reasons stipulated in the Contract or specified by law.

- 7.3. 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 a gross violation of this Contract:
- Purchaser's failure to pay the purchase price in accordance with this Contract for more than 60 days after the due date of a relevant invoice;
  - Seller's failure to duly comply with even part of a Seller's obligation pursuant to Article II herein by the agreed date pursuant to article III, clause 3.1 herein;
  - 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.
- 7.4. 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 (material or non-material) and contractual penalties stipulated in case of violation of the contractual obligations existing before the Contract becomes ineffective, and the contractual obligations of the Contracting Parties and obligations that are to survive this Contract by their nature or by law.

## VIII. Closing Provisions

- 8.1. The relationship between the Parties will be governed by Czech law. Unless expressly stipulated otherwise in the Contract, the relationships that come to existence based on this Contract and arising from this Contract are governed by the relevant provisions of the Civil Code, Act No. 89/2012, Coll., as amended, and other applicable laws. The Contracting Parties exclude application of the UN Convention on Contracts for International Sale of Goods to the relationships coming to existence based on this Contract and relating to the Contract.
- 8.2. All and any changes and amendments to the Contract may only be made by a written agreement of the Contracting Parties and must respect provisions of the Public Contracts Act, Section 82, subsection 7. Such agreements must be in the form of numbered amendments to the Contract signed by both Parties and dated. Unless stipulated otherwise herein, all notifications, approvals and any other communication will be made exclusively in writing, any acts made by the Parties via telephone or orally will be unenforceable.
- 8.3. If any of the Parties is unable to duly perform this Contract due to circumstances preventing it from doing so, the Party will be obliged to inform the other Party about the fact without undue delay and initiate a meeting of the Purchaser's and Seller's representatives.
- 8.4. If a reason causing one provision to be invalid only affects a certain provision of the Contract, only this particular provision will be invalid, unless its nature, contents or the circumstances under which it was stipulated indicate that it is not severable from the rest of the Contract.
- 8.5. The Contracting Parties will always strive to reach an amicable settlement of possible disputes arising from the Contract. Possible disputes arising from this Contract will be resolved in

accordance with the valid laws by local authorities with appropriate competences in the Czech Republic. The Contracting Parties stipulate that the disputes arising from this Contract or relating to this Contract will be resolved by the district court in Pilsen (Okresní soud Plzeň – město).

- 8.6. The Contract is made out in four (4) identical copies, each of which is valid as original. Each of the Contracting Parties will receive two (2) identical copies.
- 8.7. Annex No. 1 – Detailed Technical Specification of the Goods and Annex No. 2 Bid Submitted to the Public Contract are integral parts of the Contract.
- 8.8. 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. The authorized representatives of the Contracting Parties attach signatures in their own hand to confirm that these statements are authentic and true.

Pilsen, on .....

[TO BE COMPLETED BY THE BIDDER]

In [TO BE COMPLETED BY THE BIDDER], on

On behalf of the Purchaser:

**University of West Bohemia in Pilsen**

On behalf of the Seller:

[TO BE COMPLETED BY THE BIDDER –  
business name]

.....  
doc. RNDr. Miroslav LÁVIČKA, Ph.D

Dean of the Faculty of Applied Sciences

.....  
[TO BE COMPLETED BY THE BIDDER]

Name of the person authorized to act on behalf of the Bidder



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

The Bidder is obliged to state technical parameters of the Goods that is to be purchased as specified in article 3) of the Invitation, the information may be extended by a specification of the supplied device that must not be in conflict with the Invitation.







ZÁPADOČESKÁ  
UNIVERZITA  
V PLZNI

rektorka

## POVĚŘENÍ

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

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

pověřuje

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

jméno: Miroslav, příjmení: Lávička, narozen dne: 26. března 1971, bytem: Sídlištní 716, 330 12 Horní Bříza, funkce: děkan Fakulty aplikovaných věd, zaměstnanec Západočeské univerzity v Plzni, zejména k:

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

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

V Plzni dne: 1. 8. 2014



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

Uvedené pověření přijímám:

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