

INVESTMENTS IN EDUCATION DEVELOPMENT

Invitation to submit offers

(for the purpose of publishing on www.msmt.cz or www pages of the regions)

Order No. (will be completed by the Ministry of Education, Youth and Sport in the case of an individual project, by an agent subject in the case of a grant project) ¹	
Name of programme :	Operational Programme Education for Competitiveness
Registration No. of project	CZ.1.07/2.2.00/15.0364
Name of project:	Molecularisation of Biological Branches of the Science Faculty of University of South Bohemia
Name of order:	Software delivery: comprehensive and integrated software package for storing, organising and analysing nucleic acid and protein sequences
Subject matter of order (service/delivery/construction work) :	The delivery of the specification described below is intended for the tuition of innovated subjects at the bachelor and master levels of study at the Faculty of Science at the University of South Bohemia.
Date of publishing the order:	24.10. 2011
Name/ business company of the ordering party:	University of South Bohemia in České Budějovice
Residence of the ordering party:	Branišovská 31a, 370 05 České Budějovice
Person entitled to act in the name of the ordering party , including contact data (telephone and e-mail address)	Prof. RNDr. František Vácha, Ph.D., Dean of the Faculty of Science, Telephone: 389 032 244, e-mail: dekan@prf.jcu.cz
Identification No. of the ordering party:	600 76 658
Tax identification No. of the ordering party:	CZ60076658
Contact person of the ordering party , including contact data (telephone and e-mail address):	The contact person for organisational matters of this public contract is: Mgr. Tomáš Doležal, Ph.D., Position: Expert Project Manager, tel.: 387 772 229 e-mail: tomas.dolezal@prf.jcu.cz
Time limit for submitting offers (dates of commencement and termination of receipt, incl. hour time)	Time limit expires on the: 21st Nov. 2011 at 11:00 a.m.
Description of the subject matter of the order:	The subject matter of the performance is the delivery of specialised software according to the specifications in Annex No. 6. Applicants may submit offers only for the whole order.
Expected value of the order in CZK²:	The overall expected maximum price of the subject matter for the performance of the order : 830, 000.- CZK without VAT
Type of order³	A small-scale public contract according to sec. 12 par. 3 Act No. 137/2006 Sb., about public contracts, as amended (hereinafter ZVZ), awarded in accordance with sec. 18 par. 3 ZVZ, observing principles according to sec. 6 ZVZ and binding procedures of the subsidy recipient. This is not a tendering procedure according to the act about public contracts, as amended.
Time limit and place of delivery (processing of the order)/ time schedule of performance / duration of the order	Time limit of delivery: The software will be delivered on the basis of partial performances in time limits within 4 weeks after signing the contract according to specifications in Annex No. 6.

¹ The order No. will be completed by the Ministry of Education, Youth and Sport/agent subject before publishing.

² Give the value of the order without VAT and in parentheses with VAT.

³ Write whether this is an above-limit, below-limit or small-scale order.

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Places of delivery /taking over of the offer:	<p>You can send your offer per post by 21st Nov. 2011 by 11:00 o'clock:</p> <p>Address: University of South Bohemia in České Budějovice Faculty of Science Mgr. Eva Kalmíková Branišovská 1645/31 370 05 České Budějovice</p> <p>or personally on any working day within the time limit, from 08:00 till 11:30 and from 13:00 till 15:00 o'clock, on the last day of 31st Oct. 2011 by 11:00 o'clock, only personally at the Project Department of the Faculty of Science of the University of South Bohemia, in the building of the Biological Centre of the Science Academy, Public Research Institute, Molecular Plant Biology Institute, 3rd floor, address: Branišovská 31, 370 05 České Budějovice, to the hands of Mgr. Eva Kalmíková.</p> <p>The offers must be submitted in duly sealed envelopes, and distinctly marked with:</p> <p style="text-align: center;">ORDER Software delivery for the project CZ.1.07/2.2.00/15.0364 DO NOT OPEN</p> <p>and with a stamp across the envelope closure. The envelopes must bear a visible address to which the offer delivered after the offer closing limit can be returned. The offers must be delivered at the latest on the last day of the time limit for submitting offers, by 11:00 o'clock.</p>
Date of opening of the envelopes:	<p>Opening the envelopes will be held on 22nd November 2011, at 9:00 o'clock in Building A of the Faculty of Science of the University of South Bohemia, 1st floor, door No. 212 A, Branišovská 31, 370 05 České Budějovice. Apart from the ordering party and board members, also one authorised representative of each applicant for the public contract who has submitted his/her offer may be present at the opening of the envelopes.</p>
Assessing criteria:	<p>The board members will test fully functional products according to each assessed offer for the period of 14 days, and, as a result of probes and tests, will conduct the assessment of each offer according to the assessing criteria stipulated in the Annex.</p> <p>The best offer will be evaluated as the one that will fulfil all the minimum requirements (Annex No 6), will not exceed the limit price and will achieve the highest score of points in the table (see Annex No 7)</p>
Requirements for proving that the basic, professional, economic and qualification conditions of the ordering party have been fulfilled⁴:	<ul style="list-style-type: none"> • an affidavit to the extent of sec. 53 par. 1, letters a) to l) of Act No. 137/2006 Sb. about public contracts, signed by a person authorised to act in the name of or on behalf of the applicant, • a copy of an entry in the Commercial Register, provided he/she is registered in it, or an entry in another register of a similar kind (not older than 90 days) • a copy of a document authorizing business activity according to special regulations, to the extent corresponding to the subject matter of the order (not older than 90 days)
Requirement to give a contact person of the applicant:	<p>The applicant will name his/her contact person authorised in the matter of the order, his/her telephone No. and e-mail address in his/her offer.</p>

⁴ Provided that it is required for a selected kind of tendering procedure according to the value of the expected price of the delivery.

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<p>Requirement for the written form of the offer (including the requirements for the written processing of the Contract by the supplier):</p>	<p>The offer must be submitted to the ordering party in writing, in the English language, and secured against manipulation. The requirement of the written form is regarded as fulfilled when the offer is signed by a person authorised to act in the name of the applicant.</p> <p>The applicant will submit the following in his/her offer:</p> <ol style="list-style-type: none"> 1. the cover sheet of the offer, see Annex No. 1, 2. documents for fulfilling the basic qualification conditions (Annex No. 3 – form), 3. a copy of an entry in the Commercial Register, 4. a copy of a document authorizing business activity, 5. an affidavit of being bound by the offer, signed by a person authorised to act in the name of or on behalf of the applicant (Annex No. 4 - form) 6. a draft contract signed by a person authorised to act in the name of the applicant or on behalf of the applicant (Annex No. 5). 7. List of offered specifications in accordance with Annex No. (Annex No.8) <p>Forms of annexes can be downloaded on the web pages of the ordering party https://vz.jcu.cz/aktualni-verejne-zakazky/zakazky-maleho-rozsahu</p> <p>Or on the website of the Ministry of Education, Youth and Sport of the Czech Republic http://www.msmt.cz/strukturalni-fondy/nove-vyhlase-ne-zakazky.</p>
<p>Duty to store documents and allow for inspection:</p>	<p>The purchase contract with the selected supplier must bind the supplier to facilitate all entities authorised to conduct an inspection of the project and whose means are used to finance the delivery, to inspect the documents connected with the performance of the order, for the period stipulated by legal regulations of the Czech Republic to store these documents (Act No. 563/1991 Sb., about accounting, and Act No. 235/2004 Sb., about VAT).</p>
<p>Time limit for signing the contract:</p>	<p>The time limit to make the contract with the winning applicant is stipulated for 10 calendar days from the date of dispatch of the notification of the results of the selection procedure to the applicants (in the event that the notification of the results of the selection procedure is sent to the applicants over more days, the time limit is calculated from the day that the notification was sent to the last applicant). By participating in the tendering procedure of this public contract, each applicant acknowledges and agrees that he/she is bound by his/her offer for the time of 60 days from the day that the notification of the result of the selection procedure is sent to the applicants (in the event that the notification of the result of the selection procedure is sent to the applicants over more days, the time limit is calculated from the day that the notification was sent to the last applicant). In the event that the selected applicant rejects to enter into the contract with the ordering party or does not provide sufficient cooperation, the ordering party may enter into the contract with the applicant who took the second place in succession. The procedure according to the preceding sentence is the same for the next applicant in succession.</p>
<p>Further information and rights:</p>	<ul style="list-style-type: none"> • The assessing board may, in the event of unclear facts, ask the applicant for an explanation of his/her offer in writing. If the ordering party does not receive any answer in writing within 10 working days or if the applicant does not appear at the proceedings (see Invitation) in order to provide rea-

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	<p>sons of unclear facts, his/her offer will be eliminated.</p> <ul style="list-style-type: none"> • The ordering party reserves the right to reject all offers without providing a reason. • The ordering party reserves the right not to return the received offers and not to refund the costs that the applicant invested in connection with his/her participation in the public business competition. • The ordering party reserves the right to verify information about the applicant from public sources.
Payment conditions:	<p>The ordering party does not allow the payment of deposits.</p> <p>The Purchaser will pay the price via a bank transfer to the Seller's account, on the basis of invoices issued by the Seller. The Seller will deliver the invoice within 14 calendar days after the subject matter of the contract was delivered. The invoices issued must have all essential elements of a tax document according to a valid act about VAT. The maturity of the invoice is set at 30 days from the day that the invoice was provably delivered to the Purchaser.</p>
Price of the offer:	<p>a) The price of the offer will be based on the evaluation of individual items.</p> <p>b) The price will be quoted in CZK, and divided into the price without VAT, the separate VAT and the overall price with VAT.</p>
Further conditions for the performance of the order:	<p>Variants of the offer are not permissible.</p> <p>Applicants may send their possible factual questions concerning this invitation per post or electronically, so that they are delivered at the latest three days before the end of the time limit for submitting the offers to the contact person on behalf of the ordering party.</p>

The contact person for the case of completing the form before it is published in www.msmt.cz.

Name:	Tomáš
Surname:	Doležal, Mgr., Ph.D.
E-mail:	tomas.dolezal@prf.jcu.cz
Telephone:	387 772 229

In České Budějovice, on the 21st October 2011

Signature: illegible
 prof. RNDr. František Vácha, Ph.D.
 Dean of the Faculty of Science of the University of South Bohemia

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Annex No. 1

FORM – COVER SHEET OF THE OFFER

For the public contract with the name: Delivery for the project CZ.1.07/2.2.00/15.0364

APPLICANT (business company or name)	
Residence (complete address with post code No.)	
Legal form	
Identification No.	
Tax Identification No.	

Overall price of the offer for the delivery, in CZK: - without VAT - VAT - including VAT (rounded to the nearest amount in crowns)	
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In

Date:

.....
Signature of person authorised to act in the name of or on behalf of the applicant

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Annex No. 2

Recommended manner of arranging the contents of the offer

<u>A part of the offer</u> of the supplier is the arrangement of the content in the recommended succession.	
1.	Completed cover sheet
2.	Affidavit for the performance of the basic qualification conditions
3.	Copy of entry in the Commercial Register (<i>provided the applicant is registered in the CR</i>)
4.	Document of a business certificate (<i>trade licence/ licences, deed of foundation</i>)
5.	Affidavit that the supplier is bound by the offer for the period of the tender time limit
6.	Signed draft of the purchase contract
7.	List of offered specifications in accordance with Annex No. (Annex No.8)



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Annex No. 3

AFFIDAVIT OF COMPLIANCE WITH THE BASIC QUALIFICATION CONDITIONS

The undersigned applicant makes an affidavit that

- a) he/she has not been convicted upon a final judgement for a criminal act committed to the benefit of an organised criminal group, a criminal act of participation in an organised criminal group, legalising profit from criminal activity, participation, accepting bribes, bribery, indirect bribery, deception, credit fraud, including cases of preparation of or attempt or participation in such a criminal act, or that the conviction for such a criminal act has been erased; if the matter concerns a legal entity, this condition must be fulfilled by the statutory body or every member of the statutory body, and if the supplier's statutory body or a member of the supplier's statutory body is a legal entity, this condition must be fulfilled by the statutory body or every member of the statutory body of this legal entity; if the offer or request for participation is submitted by a foreign legal entity through their organisation unit, this condition must be fulfilled, according to this letter, apart from the defined persons, also by the head of this organisation unit; this basic qualification condition must be fulfilled by the supplier both in relationship to the territory of the Czech Republic and to the country of his/her seat, place of business or residence,
- b) he/she has not been convicted upon a final judgement for a criminal act, whose facts of the case are connected with the subject of business of the supplier according to special legal regulations or that the conviction for such a criminal act has been erased; if the matter concerns a legal entity, this condition must be fulfilled by the statutory body or by every member of the statutory body, and if the supplier's statutory body or a member of the supplier's statutory body is a legal entity, this condition must be fulfilled by the statutory body or by every member of the statutory body of this legal entity; if the offer or request for participation is submitted by a foreign legal entity through their organisation unit, this condition must be fulfilled, according to this letter, apart from the defined persons, also by the head of this organisation unit; this basic qualification condition must be fulfilled by the supplier both in relationship to the territory of the Czech Republic and to the country of his/her seat, place of business or residence,
- c) he/she has not fulfilled the facts of the case by acting in unfair competition in the form of bribery according to sec. 49 of the Commercial Code,
- d) no insolvency proceedings are held towards his/her property in which a ruling of bankruptcy has been issued or an insolvency proposal has not been rejected for the reason that the property is not sufficient to cover the costs of the insolvency proceedings, or that the bankruptcy has not been cancelled for the reason that the property was completely insufficient according to Act No. 182/2006 Sb. – Insolvency Act, or that compulsory administration has been introduced according to special legal regulations,
- e) he/she is not in liquidation,
- f) no outstanding payments of taxes, including outstanding payments of excise duty, are registered in the registry of taxes, both in the Czech Republic and the country of the supplier's seat, place of business or residence.
- g) he/she has no outstanding insurance payments and no outstanding payments of late payment fees for his/her health insurance, both in the Czech Republic and the country of the supplier's seat, place of business or residence,
- h) he/she has no outstanding insurance payments and no outstanding payments of late payment fees for his/her social security insurance and contribution to the state employment policy, both in the Czech Republic and the country of the supplier's seat, place of business or residence,
- i) he/she has not been, over the past 3 years, disciplinarily convicted upon a final judgement or has not been inflicted with a disciplinary punishment upon a final judgement according to special legal regulations, if according to sec. 54 letter d) Act No. 137/2006 Sb he/she is required to prove professional qualifications according to special legal regulations.; if the supplier performs this activity through a responsible agent or another person responsible for the supplier's activity, this condition is applied to such persons.
- j) he/she is not registered in the registry of persons who are prohibited to perform public contracts,
- k) he/she will submit a list of statutory bodies or members of statutory bodies who have worked with the supplier, the employees or members, if the matter concerns a legal entity over the past 3 years,
- l) if he/she has the form of a joint-stock company, he/she will submit the list of shareholders with an equity component over 10 per cent.

Applicant:

Name, surname and position of the person entitled to act on behalf of the applicant:

.....
.....

In.....on the.....

Signature

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AFFIDAVIT ON THE SUPPLIER'S COMMITMENT TO THE CONTENT OF THE OFFER

A F F I D A V I T

I solemnly declare that:

- a) As the applicant for the public contract in question, I am bound by the entire content of the enclosed offer, for all the time of the tender period;
- b) All data and information that I have given in my offer as the applicant for the public contract are true and in accordance with reality;
- c) All the papers and documents, with which I prove my qualifications as the applicant for the public contract in question, are true and in accordance with reality.

I am aware of the fact that, by giving untrue data or providing false documents in my offer, I might commit an administrative offense of the supplier in accordance with sec. 120a Act No. 137/2006 Sb., on Public Contracts as amended.

I further declare that I am fully acquainted with the tender documentation and tender conditions, that I cleared all debatable regulations or technical ambiguities, and that I agree with the tender conditions and the tender documentation and respect them.

In

Date:

.....
Signature of the person entitled to act in the name of or on behalf of the applicant



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Annex no. 5

Proposal – Purchase Contract

pursuant to sec. 409 et seq. of the Commercial Code as amended, hereinafter "Contract"

CONTRACTING PARTIES

The Seller

Trading company:
Represented by:
Residing at:
Identification No. (IČ):
Tax No. (DIČ):
Bank details:
Account No.:

(hereinafter "the Seller")

The Purchaser:

Name: University of South Bohemia in České Budějovice,
Faculty of Science
Represented by: prof. RNDr. František Vácha, Ph.D., Dean of
the Faculty of Science of the University of South Bohemia
Residing at: Branišovská 31, 370 05 České Budějovice
Identification No. (IČ): 60076658
Tax No. (DIČ): CZ60076658
Bank details: ČSOB České Budějovice
Account No.: 238391822/0300

(hereinafter "the Purchaser")

Návrh - Kupní smlouva

uzavřená podle § 409 a násl. obchodního zákoníku, ve znění
pozdějších předpisů, dále jen „smlouva“

SMLUVNÍ STRANY

Prodávající

Obchodní firma:
Zastoupena:
Sídlo:
IČ:
DIČ:
Bank. spoj.:
Číslo účtu:

(dále pouze „prodávající“)

Kupující:

Název: Jihočeská univerzita v Českých Budějovicích, Přírodovědecká fakulta
Zastoupena: prof. RNDr. Františkem Váchou, Ph.D., děkanem
Přírodovědecké fakulty JU
Sídlo: Branišovská 31, 370 05 České Budějovice
IČ: 60076658
DIČ: CZ60076658
Bank. spoj.: ČSOB České Budějovice
Číslo účtu: 238391822/0300

(dále pouze „kupující“)

II. SUBJECT MATTER OF THE CONTRACT

The Seller undertakes by this Contract to deliver to the Purchaser software according to the specifications in Annex No. 1 of this Contract (*hereinafter "goods"*).

The delivery is intended for the project of Molecularisation of the biological departments of the Science Faculty of the University of South Bohemia, No. CZ.1.07/2.2.00/15.0364.

III. PURCHASE PRICE AND PAYABILITY

- The overall price of the goods specified in Article II of this Contract is, in agreement with the contracting parties, negotiated in accordance with the offer acquired in the appropriate part of the selection procedure as the highest permissible price which amounts to:

Overall price without VAT
VAT
Overall price with VAT

II. PŘEDMĚT SMLOUVY

Touto smlouvou se prodávající zavazuje dodat kupujícímu software dle specifikace v příloze č. 1 této smlouvy (*dále pouze „zboží“*).

Dodávka zboží je určena pro projekt Molekularizace biologických oborů Přírodovědecké fakulty JU, reg. č. CZ.1.07/2.2.00/15.0364.

III. KUPNÍ CENA A SPLATNOST

- Celková cena za zboží specifikované v článku II. této smlouvy se po dohodě smluvních stran sjednává v souladu s nabídkou získanou v příslušné části výběrového řízení jako cena nejvýše přípustná a činí:

Cena celkem bez DPH
DPH
Cena celkem včetně DPH

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2. The Seller's price offer is given in Annex No. 2 of this Contract and is an integral part of this Contract. It establishes the agreed overall price for the subject matter of this Contract.
 3. The purchase price contains all expenses of the Seller necessary for the realisation of delivery of the goods (including the transportation costs) to the Purchaser's place of residence according to the Purchaser's requirements and following mutual agreement.
 4. The purchase price may be changed only in the event that, during its implementation, tax regulations concerning the amount of VAT are changed, and the contracting parties are obliged to make an annex to the Contract.
 5. The Purchaser does not provide deposits.
 6. The Purchaser pays the purchase price via bank transfer to the Seller's account, based on an invoice delivered by the Seller within 14 calendar days after the subject matter of the performance is handed over according to a protocol. The invoice issued must have all essential requisites of a tax document according to a valid VAT law.
 7. The invoice is due 30 days from the day of the provable receipt of the invoice by the Purchaser.
 8. In the event that the invoice fails to meet some essential requirements of a tax document as it is specified above, or has other faults in its contents, the Purchaser is entitled to return it to the Seller within the due date, and the Seller is obliged to issue a corrected or completed invoice. In the event that the invoice is returned according to the preceding sentence, its due date is interrupted on the day of its delivery to the Purchaser, and only begins again on the day following the day on which the corrected or completed invoice, meeting all essential requirements according to special legal regulations, is delivered to the Purchaser. The payment day is considered to be the day on which the invoiced amount is withdrawn from the Purchaser's account.
2. Cenová nabídka prodávajícího je uvedena v příloze č. 2 této smlouvy a je nedílnou součástí této smlouvy. Určuje celkovou cenu za sjednaný předmět smlouvy.
 3. Kupní cena obsahuje veškeré náklady prodávajícího nutné k realizaci dodávky zboží (včetně nákladů na dopravu) do sídla kupujícího podle požadavků kupujícího a po vzájemné dohodě.
 4. Kupní cenu je možné změnit pouze v případě, že dojde v průběhu jeho realizace ke změnám daňových předpisů upravujících výši DPH, o tomto jsou v tomto případě smluvní strany povinny uzavřít dodatek ke smlouvě.
 5. Kupující neposkytuje zálohy.
 6. Kupní cenu zaplatí kupující formou bezhotovostního převodu na účet prodávajícího na základě faktury doručené prodávajícím do 14 kalendářních dnů po protokolárním předání předmětu plnění. Vystavená faktura musí mít náležitosti daňového dokladu podle platného zákona o dani z přidané hodnoty.
 7. Splatnost faktury je stanovena na 30 dní ode dne prokazatelného doručení faktury kupujícím.
 8. Nebude-li faktura splňovat veškeré náležitosti daňového dokladu, jak je uvedeno výše, nebo bude mít jiné závady v obsahu, je kupující oprávněn ji ve lhůtě její splatnosti prodávajícímu vrátit a prodávající je povinen vystavit fakturu opravenou či doplněnou. V případě vrácení faktury dle předcházející věty se dnem jejího doručení kupujícímu lhůta její splatnosti přerušuje a znovu počíná běžet až dnem následujícím po dni, kdy byla opravená nebo doplněná faktura splňující všechny náležitosti dle zvláštních právních předpisů kupujícímu doručena. Dnem úhrady se rozumí den odepsání fakturované částky z účtu kupujícího.

IV. REALIZATION OF THE DELIVERY

1. The Seller is responsible for ensuring that all legal provisions, appropriate norms and regulations bound to the subject matter of the delivery are observed.
 2. All technical jobs must be carried out by members of the Seller's staff possessing the appropriate qualifications.
 3. The Seller is obliged to observe all technical norms and valid legal regulations concerning his activity, during the realisation of the subject matter of the Contract. In the event that any damage is caused by breaching these regulations, the Seller bears all costs incurred.
 4. If the Seller's activities cause damage to the Purchaser or any other subjects resulting from omission, negligence, or failure to meet the conditions resulting from the law, technical norms or other norms or resulting from the Contract, the Seller is obliged to remove the damage without unnecessary delay, and if this is not possible, to pay for the damage. All expenses connected with this are defrayed by the Seller.
1. Proávající je odpovědný za to, aby byla při realizaci dodávky dodržována veškerá zákonná ustanovení, příslušné normy a předpisy vázané na předmět dodávky.
 2. Veškeré odborné práce musí vykonávat pracovníci prodávajícího mající příslušnou kvalifikaci.
 3. Proávající je povinen při realizaci předmětu smlouvy dodržovat veškeré technické normy a platné právní předpisy, které se týkají jeho činnosti. Pokud porušením těchto předpisů vznikne jakákoliv škoda, nese veškeré vzniklé náklady prodávající.
 4. Pokud činností prodávajícího dojde ke způsobení škody kupujícímu nebo jiným subjektům z titulu opomenutí, nedbalosti nebo neplněním podmínek vyplývajících ze zákona, technických norem nebo jiných norem nebo vyplývajících ze smlouvy, je prodávající povinen bez zbytečného odkladu tuto škodu odstranit, a není-li to možné, tak uhradit. Veškeré náklady s tím spojené nese prodávající.
 5. Proávající odpovídá za to, že jím dodávané zboží nebude trpět žádnými právními vadami, které by měly

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- The Seller is responsible for ensuring that the goods supplied by him have no legal faults that would have originated in the activities or products (materials) used in their implementation. The Seller is also responsible for ensuring that the goods supplied by him will not be affected by the rights of any third party that have not been settled by the day on which the goods were delivered to the Purchaser.

V. PERFORMANCE TERMS AND PLACE TRANSITION OF THE OWNERSHIP RIGHT AND DANGER OF DAMAGE ON DELIVERY

- The goods will be delivered within 4 weeks after entering into the Contract.
- The place of delivery is the Faculty of Science of the University of South Bohemia in České Budějovice, Branišovská 31, 370 05 České Budějovice. The delivery will be received by Mgr. Tomáš Doležal, Ph.D.
- The property right passes onto the Purchaser at the moment that the purchase price is paid. The day of payment is to be understood as the day that the purchase price is withdrawn from the Purchaser's account.
- The transfer of the danger of damage to the goods from the Seller to the Purchaser occurs on the day that the goods are delivered and received, in accordance with the regulations of this Contract. Delivery, or receipt will be recorded in a delivery note.

VI. RESPONSIBILITY FOR DEFECTS AND CLAIMS, GUARANTEE

- The Seller is always responsible for defects that the goods have at the moment of transfer of the danger of damage to the Purchaser, even if this defect appears after this time. The guarantee on defective goods lasts 6 month from the day of receipt of the goods by the Purchaser.
- The Seller is not responsible for damage as a result of unsuitable and unprofessional handling on the side of the Purchaser.
- The Seller will provide information within 5 days after receipt of a complaint whether he acknowledges his responsibility for the defects or not.
- If the Seller acknowledges responsibility for the defects, the Purchaser obtains the right to have the defects on the claimed goods removed free of charge, no later, however, than 30 days from the day that the claim was acknowledged, unless the parties agree otherwise. If the Seller does not remove the claimed defects on the goods within this period, the Purchaser is entitled to have these defects removed by a third party at the costs of the Seller or the Purchaser is entitled to withdraw from this Contract.

původ v činnostech či výrobcích (materiálech) použitých při jeho realizaci. Prodávající rovněž odpovídá za to, že jím dodávané zboží nebude dotčeno chráněnými právy třetích osob, která by nebyla vypořádána nejpozději ke dni předání zboží kupujícímu.

V. TERMÍNY PLNĚNÍ A MÍSTO PLNĚNÍ

PŘECHOD VLASTNICKÉHO PRÁVA A NEBEZPEČÍ ŠKODY NA DODÁVCE

- Zboží bude dodáno do 4 týdnů od uzavření smlouvy.
- Místem dodání zboží je Přírodovědecká fakulta Jihočeské univerzity v Českých Budějovicích, Branišovská 31, 370 05 České Budějovice. Dodávku převezme RNDr. Tomáš Doležal, Ph.D.
- Vlastnické právo na kupujícího přejde okamžikem úhrady kupní ceny. Dnem úhrady se rozumí den odepsání kupní ceny z účtu kupujícího.
- Přechod nebezpečí škody na zboží z prodávajícího na kupujícího nastává dnem předání a převzetí zboží, v souladu s ustanoveními této smlouvy. Předání, resp. převzetí bude zdokumentováno dodacím listem.

VI. ODPOVĚDNOST ZA VADY A REKLAMACE, ZÁRUKA

- Prodávající odpovídá za vady, které má zboží v okamžiku přechodu nebezpečí škody na kupujícího, i když se tato vada projeví až po této době. Záruka za vady zboží činí 6 měsíců ode dne převzetí zboží kupujícím.
- Prodávající neodpovídá za škody vzniklé nevhodným a neodborným zacházením na straně kupujícího.
- Prodávající do 5 dnů od doručení reklamace sdělí, zda odpovědnost za vady uznává či nikoli.
- Pokud prodávající uzná odpovědnost za vady, vzniká kupujícímu právo na bezplatné odstranění vad reklamovaného zboží, nejpozději však do 30 dnů od uznání reklamace, nedohodnou-li se strany jinak. Neodstraní-li v této lhůtě prodávající reklamované vady zboží, je kupující oprávněn nechat tyto vady odstranit třetí osobou na náklady prodávajícího nebo je kupující oprávněn od této smlouvy odstoupit.

VII. SANKCE A SMLUVNÍ POKUTY

- Prodávající je povinen při prodlení s dodáním zboží zaplatit kupujícímu smluvní pokutu ve výši 0,5 % z ceny nedodaného zboží za každý den prodlení.
- Kupující je povinen zaplatit prodávajícímu úrok

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z prodlení se zaplacením řádně vystavené a doručené faktury – daňového dokladu. Výše úroku z prodlení se řídí platnými právními předpisy (§369, 369a Obchodního zákoníku, §1 nařízení vlády č. 142/1994 Sb.).

VII. SANCTIONS AND CONTRACTUAL PENALTIES

1. The Seller is obliged, in the event of a delayed delivery to the Purchaser, to pay the Purchaser a contractual penalty amounting to 0.5 per cent of the price of the undelivered goods for every day of delay.
2. The Purchaser is obliged to pay the Seller an interest on late payment to the Seller, with a properly issued and delivered invoice - tax document. The amount of the interest on late payment is ruled by valid legal regulations (sec. 369, 369a of the Commercial Code, sec.1 Government Decree No. 142/1994 Sb.).

VIII. TERMINATION OF THE CONTRACT

1. This Contract may be terminated by a written agreement of the contracting parties that should also contain a settlement of mutual claims and obligations.
2. Each party is entitled to unilaterally withdraw from the contract, provided that the other party essentially breaches their duty resulting from this Contract.
3. An essential breach of the Seller's duty is a delay in delivery longer than 20 days.
4. An essential breach of the Purchaser's duty is a delay in payment of the purchase price longer than 20 days.
5. The withdrawal is to be made in writing, and comes into force on the day that it is delivered to the other party.

IX. DUTY OF CONFIDENTIALITY

1. The contracting parties are obliged to maintain confidentiality about the content and extent of this Contract, as well as all facts that they have learned in connection with entering into this Contract.
2. The obligation according to paragraph 1 remains in force for all the time that this Contract is in force, as well as after its expiry.

X. SPECIAL PROVISIONS

1. The Seller takes into account that as the supplier of deliveries paid from public financial means, he is obliged to cooperate in financial inspections in accordance with sec. 2, letter e) Act No. 320/2001 Sb. on Financial Control in Public Administration and amendment of certain laws.
2. The Seller acknowledges that he is obliged to allow all entities authorized to exercise control of the project reg. No. CZ1.07/2.2.00/15.0364, from whose means the delivery is paid, and to perform an inspection of documents

VIII. UKONČENÍ SMLOUVY

1. Tuto smlouvu lze ukončit písemnou dohodou smluvních stran, která musí obsahovat i vypořádání vzájemných pohledávek a závazků.
2. Každá ze stran má právo jednostranně odstoupit od smlouvy, pokud druhá strana podstatně poruší svou povinnost vyplývající z této smlouvy.
3. Podstatným porušením povinnosti prodávajícího je prodlení s dodávkou delší než 20 dnů.
4. Podstatným porušením povinnosti kupujícího je prodlení s úhradou kupní ceny delší 20 dnů.
5. Odstoupení musí být provedeno písemně a nabývá platnosti dnem doručení druhé straně.

IX. POVINNOST MLČENLIVOSTI

1. Smluvní strany jsou povinny zachovávat mlčenlivost o obsahu a rozsahu této smlouvy, jakož i o všech skutečnostech, které se dozvěděly v souvislosti s uzavřením této smlouvy.
2. Závazek podle odstavce 1 zůstává v platnosti po celou dobu platnosti této smlouvy, jakož i po skončení její platnosti.

X. ZVLÁŠTNÍ USTANOVENÍ

1. Prodávající bere na vědomí, že je jako dodavatel dodávek hrazených z veřejných finančních prostředků osobou povinnou spolupůsobit při výkonu finanční kontroly ve smyslu § 2, písm.e) zákona č. 320/2001 Sb. o finanční kontrole ve veřejné správě a o změně některých zákonů.
2. Prodávající bere na vědomí, že má povinnost umožnit všem subjektům oprávněným k výkonu kontrolu projektu reg. č. CZ1.07/2.2.00/15.0364, z jehož prostředků je dodávka hrazena, provést kontrolu dokladů souvisejících s plněním zakázky, a to po dobu danou právními předpisy ČR k jejich archivaci (zákon č. 563/1991 Sb., o účetnictví, a zákon č. 235/2004 Sb., o dani z přidané hodnoty).
3. Právní vztah založený touto smlouvou se řídí českým právním řádem. Smlouva je sepsána v českém a anglickém jazykovém znění. Roz-

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connected with the implementation of the order, in the time laid down by the legal regulations for archiving of the Czech Republic (Act No. 563/1991 Sb., on accounting, and Act No. 235/2004 Sb., on value added tax).

hodující je české jazykové znění. Pro spory z této smlouvy je místně příslušný soud v Českých Budějovicích.

3. The legal relationship established by this Contract is ruled by the Czech legal order. The Contract is drawn up in the Czech and English language versions. The decisive version is the one in Czech. The court with local jurisdiction concerning disputes arising from this Contract is the court of České Budějovice.

XI. FINAL AGREEMENT

1. The rights and duties of the contracting parties are ruled by the provisions of this Contract and by the provisions of the Commercial Code, and the provisions of this Contract take precedence, unless they are in direct contradiction with a peremptory provision of the Commercial Code.
2. Alterations of this Contract may be only made with the approval of both contracting parties in the form of annexes in writing.
3. This Contract is drawn up in two copies, and each party receives one. Both parties declare that they have read the Contract carefully and approve its content, which they confirm with their own signatures.

XI. ZÁVĚREČNÁ UJEDNÁNÍ

1. Práva a povinnosti smluvních stran se řídí ustanoveními této smlouvy a ustanoveními obchodního zákoníku, přičemž přednost mají ustanovení této smlouvy, pokud nejsou v přímém rozporu s kogentním ustanovením obchodního zákoníku.
2. Změny této smlouvy lze provádět pouze se souhlasem obou smluvních stran a to formou písemných dodatků.
3. Tato smlouva je vyhotovena ve dvou výtiscích, přičemž každá ze stran obdrží po jednom. Obě strany prohlašují, že si smlouvu pozorně přečetly a s jejím obsahem souhlasí, což stvrzují vlastnoručními podpisy.

In

on the:

In České Budějovice on the:

The Seller

The Purchaser
Prof. RNDr. František Vácha, Ph.D.
Dean of the Faculty of Science of the
University of South Bohemia

Annex No. 1 Specification of the delivery on the basis of the selection procedure
Annex No. 2 Price offer of the Seller

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Annex No. 6

DETAILED SPECIFICATIONS

For the public contract

Software delivery for the project CZ.1.07/2.2.00/15.0364Minimal Requirements:**Data import:**

- must handle import sequences in FASTA and NCBI GenBank formats (GenBank format features should be automatically added as annotations).

Data export:

- must be possible to export in the following sequence formats: FASTA, NCBI Genbak (including annotations) and specialized alignment formats required further analysis in other programs.

Sequence editing:

- permit the addition, editing and removal of annotations
- allow interchange between DNA and RNA sequence, protein translation, 'reverse complementation' *etc.*
- possible to add restriction enzyme sites, change sequences to introduce specific mutations *etc.*

Sequence analysis:

- search for Open Reading Frame (ORF)
- identify restriction sites and cut the sequence (possible view 'virtual gel' option)
- predict secondary structures *e.g.* of RNA species
- perform simple protein analysis: identify charged regions, antigenicity, hydrophobicity, secondary structure *etc.*

Adaptable inbuilt databases (including):

- commercially available restriction enzymes
- user-defined enzymes filters
- commonly used oligonucleotide primers
- custom designed oligonucleotide primers
- commercially available vectors (import feature).

Custom oligonucleotide primer design**Virtual cloning:**

- an in built conventional cloning design tool/ tutorial (plus optional 'gateway' cloning tool)

Conventional Sanger sequencing analysis:

- recognize and open sequence chromatogram files ('Chromas' format)

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- permit the direct analysis of chromatograms using other tools for sequence analysis
- functionality allowing assembly, alignment and comparison with other sequences (*e.g.* detection of differences).

Sequence alignments:

- perform simple alignments of multiple sequences
- permit user defined parameters

Phylogenetic trees:

- build simple phylogenetic trees from sequence alignment data

Export publication quality images:

- export TIF, JPG, PDF image files
- export any view from program visualisation as it is displayed on the screen

Genome assembly and genomic tools:

- include a capacity to handle next generation sequence data
- capable of performing genome assembly

Software licenses:

- a minimal number of 150 'individual user licenses' or 40 'concurrent network licenses' or one 'site license'
- 'concurrent licenses' must permit the running of up to 40 copies of the software across the two separate networks hosted on the site (*i.e.* the 'Biological Centre' and 'Faculty of Science' networks) in a manner that allows anything from a 1:39 - 20:20 split between each network at any one time

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Annex No. 7

Vendor Evaluation Table:

Criterion	Weight	Vendor 1	Vendor 2	Vendor 3...
1. Total price	30%			
2. Price of additional single user license plus option of 'free viewer'	15%			
3. Accessibility to, and compatibility with subsequent analytic tools.	10%			
4. Data import/export	5%			
5. Code accessibility for peer review, custom made plugins.	10%			
6. NextGen sequencing assembly tool (licensing, option of Genomic Server)	10%			
7. Support/Upgrades	20%			
Total	100 %			

1. Total price – offered price for the purchase (should not exceed a price of 830 000 CZK)

Scoring rationale: 100 points = the lowest price among vendor's offers. Actual points = (lowest price/offered price) x 100

2. Price of additional single user licenses plus option of 'free viewer' – price of additional single user licenses is important for our institute alumni who may wish to continue using the software after their departure from our institute but find that it is not hosted at their new workplace. Is there a basic version of the program, that can be provided free, allowing rudimentary functionality *e.g.* visualise and print sequences/ alignments *etc.*

Scoring rationale: 100 points = the lowest current price of single user license (actual points=(lowest price/offered price) x 100; 80% weighting) plus the availability of a 'free viewer' (20% weighting).

3. Accessibility to, and compatibility with subsequent analytical tools - one of the main purposes of the package is to produce data (*e.g.* alignments) for subsequent analyses (*e.g.* phylogenetics, population genetics). Direct access to various analytic tools (*e.g.* most common phylogenetic programs, such as PAUP, MrBayes, TNT, Phym1) or their optional incorporation into the package is thus desirable.



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Scoring rationale: 0 points = subsequent analyses by third party programs are only feasible via data export; 100 points = most common phylogenetic and population genetic programs can be functionally incorporated into the package.

4. Data import/export – Import: it is possible to import data in other formats besides the required FASTA/GenBank formats (e.g. nexus). Export: it is possible to export the stored sequence data (including any sequence modifications and added annotations) in a manner permitting import and functionality with other software variants. Two aspects are particularly important for export: 1) the total number of the most common formats supported (nexus, FASTA, Genbank, phylip, *etc.*) and 2) the capacity to export whole sets or projects rather than individual sequences as batch jobs.

Scoring rationale: 100 points = highest number of import/export formats amongst all the offers (40% weighting) and option to export whole sets (bulk export) (60% weighting).

5. Code accessible for peer review – are the analytical codes (e.g. for generating the sequence alignments) accessible for peer review and is it possible to make ones own plugins.

Scoring rationale: 100 points = the code is fully accessible, i.e. can be peer reviewed (60% weighting) and the software is customizable by plugins (40% weighting)

6. Next generation (NextGen) sequencing assembly tool – will the tool for the NextGen sequencing assembly permit both ‘reference genome’ and ‘*de novo*’ assembly as well as pair end assembly and will it support sequences generated using the major NextGen sequencing platforms e.g. SOLiD, 454, Illumina *etc.*? Is such a tool integrated within the program or available as a separate program? If the tool is separate to the regular/ main software, how many ‘NextGen genome assembly’ licenses will be provided with the purchase in relation the ‘regular’ software licenses? Is there an option to purchase an additional tool/ service that allows allocating computationally intensive tasks to a vendor hosted server/computer cluster?

Scoring rationale: 100 points = NextGen sequencing assembly tool is integral part of the software or provided as a separate software that can be run on the same licensing basis as the ‘regular’ software (70% weighting). The server tool is available for additional purchase (Yes/No - 30% weighting).

7. Support/Upgrades – what is included in the support and upgrades packages and how many months after the purchase will free support/upgrades be available?

Scoring rationale: 100 points = the longest period of full support/upgrades (covering the release of any new tools/ features and patches in addition to the regular launches of completely new versions) amongst all the offers made by vendors during the selection process.



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Annex No. 8

List of offered specifications in accordance with Annex No.7

Supplier will specify offered licensing (see minimal requirements):

Supplier will fill up the evaluation table with particular specification of the offer in each criterion:

1. Total price	
2. Price of additional single user license plus option of 'free viewer'	
3. Accessibility to, and compatibility with subsequent analytic tools.	
4. Data import/export	
5. Code accessibility for peer review, custom made plugins.	
6. NextGen sequencing assembly tool (licensing, option of Genomic Server)	
7. Support/Upgrades	

.....
Signature of person authorised to act in the name of or on behalf of the applicant

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Interpreter's Clause

As an English and German interpreter appointed by the Regional Court in České Budějovice on 3rd November 2004, under ref. No. Spr. 423/T, I confirm that this document was literally translated by me from Czech into English.

The translation is recorded in my journal under No. 410

In České Budějovice on the 19th October 2011

PhDr. Ivan Marek
English and German interpreter

Ivan Marek

