

CALL TO SUBMIT AN OFFER IN SMALL-SCALE TENDER PROCEEDINGS

(pursuant to Sec. 12 para. 3 of Act No. 137/2006 Coll. on public tenders)

This does not involve proceedings under Act No. 137/2006 Coll. on public tenders in the valid wording (hereinafter the "APT")

Name of tender:	"PURCHASE OF AUTOMATIC SYSTEMS FOR MEASURING RESPIRATION IN FISH"
Tenderer:	
Company or name of company or name and surname:	Institute of Vertebrate Biology, Academy of Sciences of the Czech Republic, v.v.i.
Address of headquarters/place of business/place of permanent residence:	Květná 170/8, 603 65 Brno, Czech Republic
Company ID No.:	68081766
Persons authorized to act in the name of or on behalf of the bidder:	Assoc. Prof. Marcel Honza, Dr.
Contact person:	Pavla Bártová, head of Administration Office
E-mail:	bartova@ivb.cz

1. Information on the type and subject of tender and its technical specifications

Name	<p>Respirometry units for measuring respiration in aquatic animals</p> <p>A set of apparatuses for measuring resting metabolic rate and maximum metabolic rate in flow chambers</p> <p>1. Measurement of resting metabolic rate (RMR)</p> <ul style="list-style-type: none">- to measure oxygen consumption at resting for four individuals (four chambers)- fiber optic oxygen sensing technology- variable chamber volume- software for data analysis- sensor spots and fiber cables- set of peristaltic pump heads
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	<ul style="list-style-type: none"> - accessories for chamber fixture - 4 chambers ID 30-35 mm, 80 mm long <p>2. Measurement for active metabolic rate (MRM)</p> <ul style="list-style-type: none"> - swim tunnel respirometer for 1 individual, volume 0.8-1.5 L. - flush pump (submersible) - flow speed control - accessories for fixing
	The set must be capable of full functioning as its stands (excluding PC and gas source for calibrations).
Estimated value of tender (in CZK without VAT):	EUR 31.000,00
Place of fulfillment:	Headquarters of the bidder

2. Period for submitting bid

2.1 The period for submitting bids starts to run on:

Date: The period for submitting bids starts to run on the day following the day of sending the text of the bid.

2.2 End of period for submitting bids:

Date: 09.08.2012 **Time:** 12:00 o'clock

3. Place for submitting bids and other information for submitting bids

Bids must be delivered to the address of the Institute of Vertebrate Biology, Academy of Sciences of the Czech Republic, v.v.i., to the secretariat, Květná 170/8, 603 65 Brno in the period indicated in Art. 2 of this call for submissions.

In case of delivery in person the contact person for receiving bids is: Pavla Bártová

Tel.: 00420 543 422 512

E-mail: bartova@ivb.cz

4. Requirements and conditions for processing bids:

4.1 The bid for the small-scale tender must be elaborated in the Czech or English languages.

4.2 The bid price must be elaborated as a total price for the fulfillment of the subject of the small-scale tender in accordance with the specifications presented in Art. 1 of this call for submission

without VAT and with VAT.

5. Information about evaluation criteria:

The basic evaluation criteria is the economic feasibility of the bid - the lowest bid price (80%) and the longest warranty conditions (20%).

6. Application period (period for which candidates are obliged by their bids)

Length of application period: 60 days

The application period starts to run when the period for submitting bids ends and ends on the day when a notification from the tenderer of selection of the most suitable bid is delivered.

7. Final provisions

7.1 The tenderer shall reject bids that are delivered (submitted) after the period for submitting bids.

7.2 The tenderer shall exclude candidates that do not meet that conditions of the tenderer stipulated in this call for submissions.

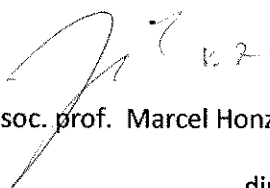
7.3 The tenderer reserves the right to cancel the public tender.

7.4 The tenderer reserves the right to confirm and check information provided by candidates in their bids.

7.5 None of the candidates has the right to compensation of damages and/or costs that arise to it on connection with participation in the small-scale public tender process.

7.6 The selected candidate shall be invited to enter into a contract.

In Brno on 23 th July 2012


Assoc. prof. Marcel Honza, Dr.
director

Purchase Agreement No.

"Purchase of equipment - automatic system for measuring fish respiration"

entered into pursuant to Section 409 et seq of Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter the "Commercial Code") between the Contracting Parties, which are:

Institute of Vertebrate Biology, Academy of Sciences of Czech Republic , v.v.i.

with its registered seat: Květná 170/8, 603 65 Brno
Business ID No.: 68081766
Tax ID. No.: CZ68081766
represented by: Assoc. Prof. Marcel Honza, Dr.
Person authorised to act in relation to contract matters, but not authorised to sign: Ing. Pavla Bártová,
head of THS
(hereinafter the "**Buyer**")

and

(to be completed by applicant)

with its registered seat: (to be completed by applicant)
Business ID No.: (to be completed by applicant)
VAT ID. No.: (to be completed by applicant)
represented by: (to be completed by applicant)
registration: (to be completed by applicant)
e-mail: (to be completed by applicant)
Contact person: (to be completed by applicant)
(hereinafter the "**Seller**")

I. Subject of Agreement

- 1) The Subject of this Agreement is the Seller's obligation to deliver goods to the Buyer, to carry out their installation and training of the Buyer's personnel and to transfer the ownership right to the goods to the buyer as well as the Buyer's obligation to accept the goods and pay the agreed price for them under the terms agreed herein between the parties.

II. Goods and price

- 2) For the purposes of this Agreement, goods are understood as **including appurtenances**. The goods are further specified in Annex No. 1 hereto.
- 3) The price of the goods has been agreed upon as the maximum acceptable price and is final (except in cases when after this Agreement is signed, VAT rates are changed) and includes all of the Seller's costs that are essential for fulfilment of its contractual obligations, particularly costs for transport of goods and payment of any required administrative or customs fees.

Price of goods:

Total without VAT: (to be completed by applicant) CZK
VAT % : (to be completed by applicant) CZK
Total with VAT: (to be completed by applicant) CZK
(words: (to be completed by applicant) /currency)

III. Other fulfilment conditions, fulfilment place and deadline

- 1) The Seller shall fulfil its obligation to deliver the goods including all related documentation (particularly the operating manual), to carry out its installation (completion, connection and testing) and basic training of the Buyer's employees regarding use of the goods in the extent necessary for their regular use. The parties shall issue documentation of the delivery of the goods, the installation and the training, which shall be signed by authorised representatives of both parties (hereinafter the "**protocol**").
- 2) The location for fulfilment (delivery of goods) is the Buyer's registered seat specified above.

- 3) The Seller is required to deliver the goods within 30 days after entering into this Agreement.
- 4) The applicant bears in mind that it is an entity required to participate in financial audits pursuant to Section 2 letter e) of Act No. 320/2001 Coll., on financial audits in public administration, as amended.
- 5) The applicant pledges to allow all entities authorised to perform auditing off he project, from whose resources the delivery is paid for, to check the documentation related to the fulfilment of the order for the period stipulated by Czech legislation for their archiving (Act No. 563/1991 Coll., on accounting, as amended, and Act No. 235/2004 Coll., on VAT, as amended).

IV. Payment conditions

- 1) The Buyer pledges to pay the Seller the price for the goods according to Article II hereof based on an invoice issued for tax purposes by the Seller after the delivery of the goods (see Article III paragraph 1 hereof), and the Seller shall become entitled to issue invoices on the date when both parties sign the protocol.
- 2) Invoices shall be due within 10 days before their delivery to the Buyer. Each invoice shall be paid by wire transfer to the Seller's bank account specified on the invoice. The Buyer shall not provide advances.
- 3) Each invoice must contain the details required by law for a tax document, or otherwise the Buyer shall be entitled to return the invoice to the Seller for correction and may do so any time prior to the due date. In such case, the new period allowed for payment of the invoice shall begin running as of the date when the corrected invoice is delivered to the Buyer.
- 4) In case of any doubts, it shall be understood that the invoice was paid on the date when the corresponding amount was transferred from the Buyer's account to the Seller's account specified on the invoice.

V. Liability and warranty

- 1) The Seller shall be liable for any defects that the goods have at the time of their delivery and within the provided warranty for defects discovered during the warranty period. The Seller represents and warrants that the goods will be delivered as new and that no de facto or legal defects apply to them (particularly rights of third parties).
- 2) The Seller shall provide the Buyer a guarantee that for the duration of the warranty period the goods will have the properties defined herein and required by relevant legislation and standards and/or usual properties and that they will be fully usable for the agreed purpose and/or a usual purpose (hereinafter the "**warranty**").
- 3) The warranty period shall begin running when both parties sign the protocol and shall last months. The length of the warranty period shall be extended automatically by the number of days that have passed since a defect was reported until its elimination.
- 4) The warranty does not apply to damage to goods caused by the Buyer's unprofessional intervention or improper use or to damage caused by third parties and force majeure events.
- 5) The parties have agreed that the Buyer shall be entitled to submit complaints regarding defects at any time during the warranty period, regardless of when the Buyer discovers or should have discovered the defects; Section 428 of the Commercial Code does not apply. The Buyer shall send each complaint in writing to the address of the Seller's registered seat via a data message in accordance with relevant legislation or by e-mail to the e-mail address specified above; the sending method shall be at the Buyer's discretion. The complaint shall contain a description of the defect, including how it occurs.
- 6) The Seller is required to react to a warranty-covered defect reported in a complaint within hours/days and to perform servicing within hours following the delivery of the complaint and is required to eliminate the reported defect (unless the parties agree otherwise) as soon as possible based on the nature of the defect; for exclusion of any doubts, the parties shall agree on the exact length of the period for elimination of the defect. The parties shall draw up a record of the elimination of each defect.
- 7) For performance of warranty repairs, the Seller shall not be entitled to any reimbursement of related costs.

- 8) The parties have also agreed that defects in goods to which the warranty does not apply must be eliminated by the Seller at the Buyer's request within a reasonable period and under standard price terms.

VI. Sanctions

- 1) If the Buyer is delayed with the payment of the purchase price for the goods, the Buyer shall be required to pay the Seller default interest in the amount set by law.
- 2) If the Seller is delayed with the delivery of the goods by the agreed deadline, the Seller shall be required to pay the Buyer a contractual penalty in the amount of CZK 2,000 for each counted day of delay.
- 3) If the Seller is delayed with elimination of a reported defect and does not fulfil the deadline specified in Article V paragraph 5) hereof, the Seller shall be required to pay the Buyer a contractual penalty in the amount of CZK 5,000 for each counted day of delay.
- 4) Each imposed contractual penalty shall be due within 15 days following delivery of a written bill to the obliged party.
- 5) The arrangements regarding contractual penalties shall have no effect on entitlement to reimbursement of damages or their application and enforcement.

VII. Final provisions

- 1) The parties have agreed pursuant to Section 262 paragraph 1 of the Commercial Code that this Agreement shall be governed by the Commercial Code. Any of the parties' rights and obligations stemming from this Agreement that are not expressly defined herein shall be governed by the laws of the Czech Republic, particularly the Commercial Code, with exclusion of potential contradictory standards.
- 2) This Agreement may be changed or added to only in the form of written and numbered contractual amendments identified as such and signed by authorised representatives of both parties.
- 3) This Agreement shall become valid and effective on the day when it is signed by authorised representatives of both parties.
- 4) Should any of the provisions hereof be found to be or become unlawful, invalid or unenforceable in any way, such situation shall not affect the lawfulness and enforceability of the other provisions. The parties hereby agree to replace any such unlawful, invalid or unenforceable provisions with new provisions that correspond as closely as possible to the purpose of the replaced provisions.
- 5) This Agreement has been produced in 2 counterparts, one for each party.
- 6) The following annexes are an inseparable part of this Agreement:
 - a. Annex No. 1 - Applicant's price offer from with technical specifications of the subject of purchase.

In Brno on:

In (to be completed by applicant) on:

For the Buyer:

For the Seller:

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Assoc. Prof. Marcel Honza, Dr.
Director
Institute of Vertebrate Biology, Czech
Academy of Sciences, v.v.i.

.....
(to be completed by applicant)

Annex No. 1 - Basic qualification expectations

Supplier's sworn statement confirming fulfilment of basic qualification requirements

I hereby declare that:

- a) the supplier has not been legally sentenced for a criminal offence committed for the benefit of an organised criminal group, the criminal offence of participation in an organised criminal group, money laundering, participation in crime, acceptance of bribes, bribery, indirect bribery, fraud or credit fraud, including preparation of, attempts at or participation in such crimes, or such sentences have been quashed; if the supplier is a legal entity, this requirement must be fulfilled by the legal entity and its statutory body or each member of its statutory body, and if the supplier's statutory body or a member of the statutory body is a legal entity, this requirement must be fulfilled by that legal entity, its statutory body and each member of the legal entity's statutory body; if an offer or request for participation is submitted by a foreign legal entity through its branch, this requirement must also be fulfilled by besides the specified persons, also the head of the branch; this basic qualification requirement must be fulfilled by the supplier both in relation to the Czech Republic and in relation to the country of the supplier's registered seat, place of business or residence,
- b) the supplier has not been legally sentenced for a crime, the facts of which relate to the subject of the supplier's business activities pursuant to special legislation or such sentences have been quashed; if the supplier is a legal entity, such condition must be fulfilled by the legal entity and its statutory body and each member of its statutory body; if an offer or request for participation is being submitted by a foreign legal entity through its branch, this requirement must be fulfilled by besides the specified persons and entities also the head of the branch; the supplier must fulfil the qualification requirement both in relation to the Czech Republic and in relation to the country of the supplier's registered seat, place of business or residence,
- c) in the past three years the supplier has not engaged in conduct amounting to unfair competition in the form of bribery as defined by separate legislation (Section 49 of the Commercial Code),
- d) in the past three years insolvency proceedings have not been conducted in relation to the supplier's assets, nor has a decision regarding bankruptcy been issued, nor has an insolvency request been rejected due to a lack of assets to cover the costs of insolvency proceedings, nor has bankruptcy been cancelled because of insufficient assets (Act No. 182/2006 Coll., on insolvency and methods of its resolution (the "insolvency act"), as amended), nor has forced administration been declared pursuant to separate legislation,
- e) the supplier is not in liquidation,
- f) the supplier does not have in its tax records any owed tax payments either in the Czech Republic or in the country of the supplier's registered seat, place of business or residence,
- g) the supplier owes no past due premiums or penalties for public health insurance either in the Czech Republic or in the country of the supplier's registered seat, place of business or residence,

h) the supplier owes no past due premiums or penalties for social security and contributions to state employment policy either in the Czech Republic or in the country of the supplier's registered seat, place of business or residence,

i) in the past 3 years, the supplier has not been legally disciplinarily punished, nor have sanctions been imposed against the supplier pursuant to separate legislation,

j) the supplier is not listed in the register of persons and entities prohibited from fulfilling public contracts.

k) no fines have been imposed against the supplier in the past three years for enabling illegal work as defined by separate legislation (Section 5 letter e) point 3 of Act No. 435/2004 Coll., on employment, as amended).

In, on.....

.....
signature

Instructions for production:

*If the supplier is a legal entity, its statutory body or **each member of its statutory body** shall sign, and if the supplier's statutory body or a member of its statutory body is a legal entity, the document shall be signed by the statutory body or each member of the statutory body of the legal entity; if an offer or request for participation is being submitted by a foreign legal entity through its branch, the document shall be signed by besides the specified persons also the head of the branch; this basic qualification requirement must be fulfilled by the supplier both in relation to the Czech Republic and in relation to the country of the supplier's registered seat, place of business or residence.*

Annex No. 2 - Request for submission of offers - Offer cover sheet

Order no.	003
Programme name:	80004
Project registration number	
Project Name:	
Order name:	"Purchase of automatic systems for measuring respiration in fish"

ORDER ASSIGNOR	
Order assignor's name:	Institute of Vertebrate Biology, Academy of Sciences of the Czech Republic, v.v.i. (hereinafter the "Order Assignor")
Order assignor's registered seat:	Květná 170/8, 603 65 Brno
Person authorised to act on the Order Assignor's behalf	Doc. Ing. Marcel Honza, Dr. honza@brno.cas.cz
Order Assignor's Business Identification Number:	68081766
Order Assignor's Tax ID No.:	CZ68081766

APPLICANT	
Company name:	
Registered seat:	
Full names of members of statutory bodies:	
Business ID No.:	
Tax ID. No.:	
www:	
Contact person's name:	
Tel.:	
Fax.:	
e-mail:	

Information for offer evaluation:	
1. Total offer price for entire subject of fulfilment without VAT	
2. Period for elimination of defects during warranty period	
3. Warranty period length	

Date:

applicant's stamp and signature