



## Call for tenders

### (informative translation)<sup>1</sup>

The contracting authority hereby invites suppliers to submit tenders for a small-scale public contract awarded in accordance with Section 27 of Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the "Public Procurement Act").

<b>Basic characteristics of the contract</b>	
Name of the public contract:	<b>LFP – 3D planning software for dentistry</b>
Type of contract:	Public contract for supplies
Procedure according to:	The public contract is awarded outside the Public Procurement Act regime
Attachments:	Annex No. 1 - Cover sheet of the tender
	Annex No. 2 – Affidavit
	Annex No. 3 - Specification of the subject of performance
<b>Identification details of the contracting authority</b>	
Business name/title:	<b>Charles University, Faculty of Medicine in Pilsen</b>
Registered office:	alej Svobody 1655/76, 323 00 Plzeň
Company ID:	00216208
VAT number:	CZ00216208
Represented by:	Prof. Milan Štengl, MD, PhD, Dean of the Faculty
Contact person:	Mgr. Ondřej Škrabal, e-mail: <a href="mailto:ondrej.skrabal@lfp.cuni.cz">ondrej.skrabal@lfp.cuni.cz</a> Tel.: +420 377 593 486

<sup>1</sup> This is an informative translation of the Call for Tenders, including its annexes. In case of any discrepancies, the legally binding version is the Czech language version.





## 1. Subject of the public contract

The subject of the public contract is the delivery of software according to the specifications listed in Appendix No. 3 (Specification of the Subject of Performance) of this call for tenders.

The public contract is not divided into parts.

### Classification of the subject matter of the public contract according to CPV:

48000000-8 Software packages and information systems

48180000-3 Software package for healthcare

### The public contract is funded by the following project:

Název projektu: Rozvoj infrastrukturního zázemí doktorských studijních programů na Univerzitě Karlově

Číslo projektu: CZ.02.01.01/00/22\_012/0005514

## 2. Time and place of performance of the subject matter of the contract

Public contract performance period: within 1 month of the delivery request.

The place of performance is Plzeň.

Due to the nature of the public contract, there will be no inspection of the place of performance.

## 3. Deadline and place for submitting tenders

Tenders may be submitted until **18 February 2026, 9:00 a.m.**

Tenders may **only** be submitted **electronically** via the E-ZAK electronic tool at:  
[https://zakazky.cuni.cz/contract\\_display\\_11669.html](https://zakazky.cuni.cz/contract_display_11669.html)

## 4. Tender documentation and its explanation

The tender documentation is part of this call for tenders.

Suppliers are entitled to request a written explanation of the tender documentation from the contracting authority. The written request must be delivered to the contracting authority no later than 3 working days before the deadline for submission of tenders, electronically, preferably via the E-ZAK electronic tool. The contracting authority may disregard any requests for clarification of the tender documentation submitted after this deadline. The contracting authority may also provide clarification of the tender documentation at its own discretion.

## 5. Eligibility and qualifications and how to prove them

The supplier is obliged to prove its eligibility and qualification in accordance with the provisions of Section 73 et seq. of the Public Procurement Act to the extent specified by the contracting authority.

A supplier is eligible and qualified if it demonstrates compliance with:

- basic eligibility in accordance with Section 74 of the Public Procurement Act





- for the purpose of proving basic eligibility, it is sufficient to submit a statutory declaration, a template of which is included in this invitation as Annex No. 2,
- b) professional eligibility pursuant to Section 77(1) of the Public Procurement Act
  - in order to prove professional eligibility, the supplier shall submit an extract from the commercial register or other similar register, if another legal regulation requires entry in such a register; in order to prove basic eligibility, it is sufficient to submit a statutory declaration, a template of which is included in this call for tenders as Annex No. 2.
- c) Technical qualifications pursuant to Section 79(2)(k) of the Public Procurement Act
  - In order to prove technical qualification, the supplier shall submit a description of the product to be delivered - the supplier shall submit a technical description of the equipment to be delivered (e.g. in the form of datasheets, catalogues, etc.), and these documents must always contain a description of the technical specifications of the equipment that clearly confirms compliance with all the requirements specified in the annex to the purchase contract. The documents shall be submitted in Czech, Slovak or English.

## 6. Estimated value of the public contract

The total estimated value of the public contract is **EUR 28,000**.

The estimated value of the public contract is the maximum and cannot be exceeded. If the selected supplier offers a tender price higher than the estimated value of the public contract, they will be excluded from participation in the public contract due to failure to meet the tender conditions.

The tender price must include all costs of performing the contract and must be set as a maximum and non-exceedable price.

The estimated value of the public contract is determined by the contracting authority on the basis of data and information on contracts with the same or similar subject matter.

## 7. Terms and conditions of business and payment

### Payment terms

The purchase price is agreed as the maximum permissible, including all fees and all other costs associated with the delivery of the subject matter of the contract and the fulfilment of all the seller's obligations under these terms and conditions. VAT at the rate specified by current legislation will be added to the purchase price in EUR excluding VAT.

The purchase price shall be paid by the buyer as a one-off payment in EUR on the basis of an accounting and tax document – invoice – delivered to the buyer no later than 20 calendar days from the date of acceptance of performance. The invoice shall be sent by email to the buyer's address [ekonom@lfp.cuni.cz](mailto:ekonom@lfp.cuni.cz). A copy of the document confirming the handover and acceptance of the subject of performance must be attached to the invoice.

The tax document – invoice – must contain all the requirements of a proper accounting and tax document within the meaning of the relevant legal regulations, in particular Act No. 563/1991 Coll.





on accounting, as amended, and Act No. 235/2004 Coll., on value added tax, as amended. If the invoice contains factual or formal errors, or does not contain all the legal requirements or the attachment referred to in the previous paragraph, the buyer is entitled to return it to the seller within the due date for completion, without being in default of payment. The payment deadline shall start running again from the date of redelivery of the duly completed or corrected document to the buyer. The invoice shall include the **name and number of the project** specified in Article 1 of this call. The due date of the invoice is agreed to be 30 days from the date of its demonstrable delivery to the buyer.

The buyer does not provide the seller with advance payments on the purchase price.

In the event of the buyer's delay in paying a due invoice containing the details described above, the seller is entitled to charge the buyer contractual interest on late payment in the amount of 0.5% of the amount due in EUR without VAT for each day of delay in paying the purchase price, even if only partial.

### Terms and conditions

The delivery period is specified in the section of the request entitled "Time and place of performance" and begins to run from the written request for delivery based on the concluded order.

In the event of a delay by the seller in delivering the goods, the buyer is entitled to claim a contractual penalty from the seller in the amount of 0.5% of the total purchase price in EUR excluding VAT of the item concerned for each day of delay, even if only commenced.

The seller is not entitled to assign any rights or obligations arising from the contractual relationship to third parties.

The seller is liable to the buyer for damage caused by a breach of obligations under these terms and conditions or obligations established by generally binding legal regulations.

The Seller acknowledges that pursuant to Section 2(e) of Act No. 320/2001 Coll., on Financial Control in Public Administration and on Amendments to Certain Acts (the Financial Control Act), as amended, it is obliged to cooperate in the performance of financial control.

### Withdrawal from the contract

Withdrawal from the contractual relationship is only possible in accordance with Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code") or due to a material breach of obligations by the other contracting party, whereby the following shall be considered a material breach:

- a) if the buyer is in default with the payment of the purchase price in accordance with these payment and business terms for a period longer than 60 days after the due date of the relevant invoice, even though they were notified of their default in writing and, despite this written notification, the buyer did not remedy the situation within 30 days of delivery of the written notification;
- b) if the seller fails to deliver even part of the performance properly and within the agreed time, quality or quantity;





- c) if the seller delivers performance that does not have the characteristics declared by the seller in its tender submitted to the public tender on the basis of which the contractual relationship was concluded;
- d) if the seller is in default with the commencement of the removal of defects or the satisfaction of other claims of the buyer arising from defects;
- e) if insolvency proceedings have been initiated against the seller pursuant to Act No. 182/2006 Coll., on Insolvency and Methods of its Resolution (Insolvency Act), as amended.

In the event of withdrawal from the order, the contracting parties' claims for damages and payment of contractual penalties agreed for breach of contractual obligations arising before the end of the effectiveness of the order in question and those obligations of the contracting parties which, due to their nature, are to continue or are stipulated by the Civil Code.

### Force majeure

Force majeure shall be deemed to be circumstances which objectively prevent one of the parties concerned from temporarily or permanently fulfilling an obligation or part thereof, which are beyond the control of the contracting parties and cannot be influenced or overcome by the contracting parties, and which the contracting parties could not have discovered or foreseen with professional care before entering into the obligation.

The contracting parties consider war or armed conflict, acts or threats of terrorism, civil unrest, uprisings, mobilisation, natural disasters (e.g. floods, fires, earthquakes), massive power outages or oil supply disruptions, embargoes, epidemics or other significant events as a result of which the affected party forced to stop, interrupt or substantially limit the performance of its contractual obligations for factual reasons, by law or on the basis of measures taken by a public authority.

If, as a result of force majeure, a contracting party is unable to fulfil its obligations, it is obliged to inform the other contracting party immediately after it becomes aware of the occurrence of this circumstance or could have become aware of it with the exercise of professional care. At the same time, such a contracting party is obliged to specify the obligation or part thereof whose performance it is or will be prevented from performing as a result of force majeure and to prove the causal link between the force majeure obstacle and the non-performance of the obligation or part thereof.

A contracting party prevented by force majeure from performing its obligation or part thereof properly and in a timely manner is obliged to do everything in its power to avert or minimise the damage caused to the other contracting party due to the fact that the contracting party invoking force majeure is unable to perform its obligation.

Force majeure shall not be deemed to include an obstacle arising from the circumstances of the contracting party invoking force majeure, or an obstacle arising at a time when that contracting party was in default with the performance of its obligation or part thereof, or an obstacle which that contracting party was obliged to overcome in accordance with the terms and conditions of this call for tenders.

If force majeure prevents a contracting party from fulfilling part of its obligation properly and on time, and this contracting party has fulfilled its information obligations towards the other contracting





party in accordance with the paragraph above, it is entitled to request an extension of the deadline for fulfilling its contractual obligation by the proven duration of the force majeure obstacle. The contracting parties undertake to conclude a written amendment to the order concerned regarding the change in the performance period. However, if the deadline for the fulfilment of the contractual obligation is to be extended by more than 2 months from the originally agreed date as a result of force majeure, the contracting party on whose side the force majeure is not present has the right to withdraw from the order.

If a contracting party is prevented from fulfilling its obligation or part thereof in a proper and timely manner due to force majeure and this contracting party has fulfilled its obligation to inform the other contracting party in accordance with the above requirements, the other contracting party shall not be entitled to claim contractual penalties for delay.

### Other terms and conditions

The payment of contractual penalties under these terms and conditions shall not affect the right to compensation for damages, including compensation for damages exceeding the contractual penalty. In the event that the contractual penalty is reduced by a court, the contracting parties also agree that the right to compensation for damages in the amount by which the damages exceed the amount determined by the court as reasonable shall remain unaffected, and that contractual penalties pursuant to of these terms and conditions may be claimed cumulatively, without limitation. The seller is also obliged to compensate the buyer for non-pecuniary damage caused by a breach of its obligations.

Relations between the contracting parties are governed by Czech law. In matters not expressly regulated, legal relations are governed by the relevant provisions of the Civil Code and other generally binding legal regulations. Arbitration is excluded.

If circumstances arise that prevent either party from performing their obligations properly, they are obliged to notify the other party in writing without undue delay and to initiate negotiations.

## 8. Evaluation of tenders

Submitted tenders will be evaluated according to their economic advantageousness, which for this public contract is **the lowest tender price**.

The tender price is understood to be the total price offered by the supplier in EUR without VAT for the entire subject matter of the public contract in accordance with Article 1 of this invitation to tender.

Suppliers' tenders will be ranked in the given part of the public contract according to the total amount of their tender price stated in EUR without VAT, with the most advantageous tender being the tender of the supplier with the lowest tender price.

The total tender price the supplier is submitting shall be entered into the E-ZAK electronic tool. Since the total tender price is an evaluation criterion, it cannot be changed after the deadline for submitting tenders, and it is therefore in the supplier's interest to ensure that the tender price data





supplemented in accordance with the above requirements of the contracting authority are consistent.

In the event of a tie between the tender prices of the suppliers with the lowest tender price, the most advantageous tender for the part concerned will be selected by drawing lots, with the drawing taking place in the presence of the suppliers with identical price offers. The relevant suppliers will be notified in writing of the date of the drawing at least 3 working days in advance.

## 9. Method of processing the tender

The supplier shall prepare the tender in electronic form, in Czech, Slovak or English, in accordance with the contracting authority's requirements set out in this call for tenders and its annexes.

The tender, including all documents, shall be prepared in digital form so that it is clearly legible. The tender shall not contain corrections, rewrites or other discrepancies that could mislead the contracting authority.

The contracting authority recommends that the supplier's tender be structured as follows:

- a) cover sheet of the tender (Annex No. 1 to this call for tenders),
- b) documents proving basic eligibility (pursuant to Article 5(a) of this call for tenders),
- c) documents proving professional eligibility (pursuant to Article 5(b) of this call for tenders),
- d) documents proving technical qualification (pursuant to Article 5(c) of this call),
- e) other documents (technical data sheets, certificates, power of attorney, etc.).

## 10. Other information

- the contracting authority excludes variant tenders;
- the contracting authority is entitled to request a written explanation of the tender from the supplier in case of ambiguity, including inviting the supplier to explain their tender. Any additional explanation of the supplier's tender must not contain any changes to the values of the tender that are subject to evaluation under this call for tenders and must not conflict with the call for tenders;
- Communication between the contracting authority and the supplier shall be conducted electronically and in the Czech or English language.
- The contracting authority reserves the right to cancel the public contract at any time prior to the conclusion of the contract, in particular if:
  - a) circumstances arise under which it cannot be required to continue the procedure,
  - b) the selected supplier has not provided the contracting authority with sufficient cooperation to conclude the contract.

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