



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



Purchase Contract

concluded within the meaning of Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended

(hereinafter referred to as the "Civil Code")

On the bellow-mentioned day, month and year,

1. Institute of Molecular Genetics of the ASCR, v.v.i.

Registered office: Vídeňská 1083, Praha 4, Postcode 142 20

RN: 68378050

VAT ID: CZ68378050

Represented by: RNDr. Petr Dráber, DrSc., Director of the Institute

Data Box ID: 5h4nxm4

(Hereinafter referred to as the "Buyer", as the first Party)

and

2. Beckman Coulter České republika s.r.o.

Registered office: Radiová 1, 102 00 Prague 10

Bank details: Unicredit Bank Czech Republic a.s.

Account No.: 2111221880/2700

RN: 28233492

VAT ID: CZ28233492

Represented by: Ing. Vojtěch Drbohlav, Executive Director





Data Box ID: dbyq3cn

Registered in the Commercial/Trade Register kept by the Municipal Court in Prague under File No. C134167

(hereinafter referred to as the “**Seller**”, as the second Party)

(the Buyer and the Seller hereinafter also collectively referred to as the “**Contracting Parties**”)

based on the outcome of the procurement procedure for the performance of an over-the-threshold supply Public Procurement

called “**HTS Instruments for acoustic transfer of liquid samples: Upgrade of the instruments for acoustic transfer of liquid samples**”

concluded this

Purchase Contract for the Supply of upgrade of the instruments for acoustic transfer of liquid sample”

(hereinafter also referred to as the “**Contract**”)

I. Introductory Provisions

1. This Contract regulates conditions of supply of upgrade of the instruments for acoustic transfer of liquid sample specified in Annex 1 to the Contract – Technical Specifications of the Subject of Performance.
2. This Contract is concluded on the basis of the outcome of the procurement procedure for the performance of an over-threshold Public Procurement “HTS Instruments for acoustic transfer of liquid samples: Upgrade of the instruments for acoustic transfer of liquid samples”, commenced by the publication of an open call for tenders on the Contracting Entity’s profile (hereinafter also referred to as the “Procurement Procedure” or the “Public Procurement”).
3. The aim of the Procurement Procedure was to conclude a contract with one Economic Operator who offered the lowest total bid price in the context of the above Procurement Procedure.

II. Subject of the Contract

The subject of this Contract is the Seller’s obligation to deliver and hand over to the Buyer upgrade of the instruments for acoustic transfer of liquid sample (hereinafter referred to as the “**Subject of the Contract**” or the “**Subject of Performance**”) at the place of performance according to Article III of this Contract and its installation at the place of performance. The Subject of Performance also



includes free training of the Buyer's employees to operate the delivered device to the necessary extent by a qualified employee of the Seller, documents necessary for taking over and using the Subject of Performance, including the operating instructions. The exact technical specifications of the Subject of the Contract are given in Annex 1 to this Contract, which forms an integral part thereof.

The Subject of the Contract is also the obligation of the Buyer to pay the Seller the price agreed in Article IV of the Contract for duly and timely delivered and accepted Subject of the Contract.

III. Time and Place of Performance

1. The Seller undertakes to deliver and hand over the Subject of Performance to the Buyer no later than twelve (12) weeks from the effective date of this Contract.
2. The place of performance is the registered office of the Buyer – Institute of Molecular Genetics of the ASCR, v. v. i., at Vídeňská 1083, Praha 4, 142 20.
3. The Buyer leaves it to the Seller's discretion whether to upgrade the equipment at the Buyer's place or at his own expense to move the device to be upgraded to the place of his choice, where he is able to upgrade and then return the upgraded equipment to the Buyer's address at his own expense. In such a case, a handover protocol will be written to prove the handover of the device to be upgraded. At the same time, this protocol will contain the place where the device is to be imported, the person responsible for the proper handling of the borrowed device and the condition of the device before the loan.
4. Any transfer of equipment pursuant to Article III.3 shall be subject to the approval of the Buyer, who may not approve the transfer if there is a risk that the equipment will not be handled professionally and with due care during transport or on site.

IV. Payment Terms and Price for Performance

1. The Buyer undertakes to pay the Seller the purchase price as follows:
Purchase price in CZK without VAT is: 2 730 000
VAT amount in % 21 VAT amount in CZK 573 300
Purchase price in CZK incl. VAT is: 3 303 300
2. The purchase price for the provision of the Subject of the Contract pursuant to Article IV (1) of this Contract is final and total, including transportation, insurance, and compensation for the Seller's time spent on the trip from the Seller's premises to the place of performance, as well as other related costs as the case may be. I.e., the purchase price for the provision of performance referred to in Article IV (1) of this Contract is also maximum (i.e. includes all Seller's profits, taxes and fees and costs – such as charges, expenses and costs incurred by the Seller in performance of this Contract and any additional or incidental costs, whether



expectable or unexpected) and may only be changed in connection with changes in VAT rates or other tax regulations affecting the price for the supply. The decisive day for the change in the price for the provision of performance due to the statutory change in the VAT rate is the day of the taxable supply.

3. The price for the provision of performance shall be paid by the Buyer in Czech crowns on the basis of a properly and rightfully issued accounting and tax document (hereinafter referred to as the "Invoice"). The price for the provision of performance will be paid on the basis of the Invoice in accordance with the procedure in Article IV of the Contract. The Invoice due date is agreed for 30 days from the date of its demonstrable delivery to the Buyer.
4. The price for the provision of performance shall be paid by the Buyer by wire transfer to the Seller's bank account specified in the heading of this Contract. If the Seller specifies a different bank account on the Invoice, it shall be deemed to require payment to be made to the bank account specified on the Invoice.
5. In case of the Buyer's delay with payment of the Invoice, the Buyer undertakes to pay the Seller a late payment interest of 0.05% of the amount due for each new day of delay.
6. Proper issuance of the Invoice shall mean the issuance of the Invoice by the Seller, which has all the requisites of an accounting and tax document within the meaning of Act No. 563/1991 Coll., on Accounting, as amended, and Act No. 235/2004 Coll., on Value Added Tax, as amended, and requisites of a commercial document pursuant to Section 435 of the Civil Code. The Invoice must contain the number of this Contract, name of the procurement procedure and the identification of the project on the basis of which this contract is implemented: „Operational Programme Research, Development and Education reg.č. CZ.02.1.01/0.0/0.0/18_046/0016118, Modernization of the National Infrastructure for Chemical Biology“. If the Invoice is not issued properly, rightfully, and if it contains factual or formal inaccuracies, if it does not meet the legal requirements, and if it does not contain the specified annex (handover certificate pursuant to Article V (2) of this Contract), the Buyer is entitled to return it to the Seller for completion or correction without being in delay with payment of such Invoice. The due date starts again on the day immediately following the date of delivery of the duly corrected or completed Invoice to the Buyer.
7. The Invoice must be sent to the Buyer's address specified in the heading of this Contract or electronically to: faktury@img.cas.cz.
8. Rightful issuance of the Invoice shall mean the issuance of the Invoice by the Seller based on the handover and takeover of the Subject of the Contract pursuant to Article V (1) and (2) of this Contract, including the handover certificate signed by authorized representatives of both Contracting Parties.
9. If the Invoice is not issued rightfully or properly, the Buyer is not obliged to pay for it and at the same time is not in delay with its payment until the date of delivery of the properly issued or corrected Invoice.



10. An annex to the Invoice must be the handover certificate pursuant to Article V (2) first sentence of this Contract signed by both Contracting Parties. Otherwise, the Invoice will be returned to the Seller.
11. The Seller and the Buyer have agreed that the Buyer is entitled to unilaterally set off their receivables arising under this Contract against the Seller's receivables for payment of the price for the Subject of the Contract.
12. The price for the Subject of the Contract will be paid without any advance payments.

V. Handing Over and Taking Over the Subject of Performance

1. The Subject of Performance shall be duly delivered by the Seller within the time and to the place specified in Article III (1) and (2) of this Contract.
2. Upon the duly and timely delivery of the Subject of Performance, including the training of the Buyer's employees, delivery of the operating instructions for the Subject of Performance and documents necessary for acceptance and use of the Subject of Performance, the Contracting Parties shall draw up a handover certificate which will be signed by authorized representatives of both Contracting Parties mentioned in Article IX (1) and (2) of this Contract, which shall include a list of the delivered performance and the date of handover and takeover. Only by signing the written handover certificate by the authorized representatives of the Contracting Parties is the Subject of Performance deemed duly delivered and the Seller is entitled to the payment of the price for provision of the Subject of Performance according to Article IV (1) of this Contract. The handover certificate shall be prepared by the Seller.
3. The Buyer is not obliged to take over the Subject of Performance with defects or the Subject of Performance which will be incomplete or delivered in parts contrary to the provisions of this Contract.

VI. Quality Guarantee, Liability Insurance

1. The Seller undertakes to provide a quality guarantee of no less than twelve (12) months for the Subject of the Contract, including the material necessary to carry out regular inspections. In the event that the manufacturer provides a longer warranty period for the supplied equipment or material, the longer warranty period applies. The warranty period starts on the day of the official handover of the Subject of the Contract to the Buyer, i.e. on the day of signing the handover and takeover certificate for the Subject of the Contract according to Article V (2) of this Contract.
2. At the same time, the Seller guarantees to the Buyer the availability of spare parts and post-warranty service for at least five (5) years after the end of the warranty period.



3. In the event of a defect on the Subject of Performance within the warranty period, the Buyer has the right and the Seller is obliged to remove all defects free of charge within five (5) working days from the date of reporting the defect. The Buyer may report the defect either in writing or by telephone to the Seller's contact person referred to in Article IX of this Contract. In the case of a telephone exercise of the right concerning defective performance, this exercise must subsequently be confirmed also in writing. If the Seller is unable to remedy the defect of the Subject of the Contract within this period, they are obliged to inform the Buyer in writing, including the reason why the deadline for the removal of the defect cannot be met, and agree with the Buyer on another, yet the shortest possible, deadline.
4. If the Seller is unable to remedy the defect of the Subject of the Contract within five (5) working days and at the same time agrees with the Buyer to extend the deadline under Paragraph 3 of this Article of the Contract, the Buyer has the right to be provided a replacement product with the same or similar characteristics and specifications as the product on which the defect occurred for the entire duration of the warranty repair.
5. The Buyer has the right to have the defect removed by repair; if the defective performance constitutes a material breach of the Contract, they also have the right to withdraw from the Contract. The Buyer has the right of choice of performance.
6. The Seller is obliged to keep records of service interventions during the warranty period and records of settings of all components in the Service Log.
7. The right concerning liability for defects is exercised in time if the Buyer asserts it in writing at the latest on the last day of the warranty period, while claims made by the Buyer in the form of a recorded delivery sent to the Seller on the last day of the warranty period are also properly exercised.
8. The warranty period is extended by the duration and/or removal of the defect that prevents the use of the Subject of the Contract.
9. The Seller is obliged to provide a warranty of no less than twelve (12) months for the carried-out repair, including the material necessary to carry out the repair.
10. Defects of the Subject of the Contract that occur during the warranty period will be remedied free of charge by the Contractor.
11. The quality guarantee does not apply to defects demonstrably caused by improper handling performed contrary to the submitted written documents for the use of the Subject of the Contract.
12. By signing this Contract, the Seller confirms to have an insurance policy, the subject matter of which is the Seller's liability insurance for damage caused to the Buyer or third parties with a minimum benefit of at least 5,000,000 CZK for at least five insured events per year. Upon the Buyer's request, the Seller undertakes to submit to the Buyer an insurance certificate proving the existence and effectiveness of this insurance policy without undue delay, but no later than 5 working days from receipt of the Buyer's written request. The Seller undertakes to inform



the Buyer in writing of any changes related to the liability insurance within 5 working days from the day the change occurred. The Seller undertakes that the insurance policy pursuant to the first sentence of this Paragraph shall remain in effect to this extent for the entire duration of the warranty period pursuant to Article VI of this Contract.

13. Both Contracting Parties undertake to compensate the other Contracting Party for damage caused by a breach of obligations arising from this Contract or from the relevant legislation, unless it is proved that the breach of obligations was caused by circumstances excluding liability within the meaning of Section 2913 (2) of the Civil Code.

VII. Contractual Penalties

1. For delay with the due delivery of the Subject of Performance pursuant to Article III (1) of this Contract, the Seller shall pay the Buyer a contractual penalty in the amount of 0,05 % of the Purchase Price for every (even commenced) day of the Seller's delay in fulfilling the obligations in question.
2. In case the Seller is in delay with the removal of defects of the Subject of the Contract pursuant to Article VI (3) first sentence of this Contract, the Seller undertakes to pay the Buyer a contractual penalty in the amount of 1,000 CZK for each new day of delay and for each individual defect.
3. For breach of any obligation under Article XI (1) third sentence of this Contract, the Seller shall pay the Buyer a contractual penalty of 5,000 CZK for each individual case of breach of such obligation.
4. In case of a breach of the Seller's obligation pursuant to Article VI (12) second sentence of this Contract, the Seller is obliged to pay the Buyer a contractual penalty in the amount of 1,000 CZK for each new day of delay. In case of each individual breach of the Seller's obligation pursuant to Article VI (12) third and fourth sentence of this Contract or in case of false declaration of the Seller pursuant to Article VI (12) first sentence of this Contract, the Seller is obliged to pay the Buyer a contractual penalty of 50,000 CZK.
5. The contractual penalty agreed pursuant to this Article shall be payable within 15 calendar days from the date of delivery of the written exercise of the right to the contractual penalty to the bank account notified in writing by the Buyer. The Buyer is entitled to set off the contractual penalty against the Seller's due and unpaid invoices.
6. The payment of any contractual penalty pursuant to this Purchase Contract shall not affect the claim for full damages, even for damages caused by a breach of the obligation to which the contractual penalty relates. Contractual penalties under this Purchase Contract may be claimed cumulatively and repeatedly, and the payment of the contractual penalty does not in any way affect the duty to fulfil the obligation confirmed by the contractual penalty.



VIII. Effectiveness of the Contract, Withdrawal

1. This Contract becomes valid and effective upon its signature by whichever Contracting Party signs it the last. This Contract becomes effective on the day of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended (hereinafter referred to as the "Register of Contracts").
2. A Contracting Party may withdraw from the Contract only for the reasons set out in this Contract or in generally binding legal regulations.
3. The Buyer is entitled to withdraw from the Contract if:
 - a) the Seller shall not remedy the defect of the Subject of Performance within 25 working days from the date of the written notification of the defect's occurrence by the Buyer, or if the Seller has notified the Buyer in writing before the expiry that they will not remedy the defect;
 - b) insolvency proceedings were commenced against the Seller's property pursuant to Act No. 182/2006 Coll., on Insolvency and its Resolution (the Insolvency Act), as amended, during which the insolvency decision was issued;
 - c) the Seller is in delay with the handover of the delivery of the Subject of the Contract for more than 14 calendar days, i.e. more than 2 weeks from the date of performance specified in Article III (1) of this Contract;
 - d) the subject matter of the Contract has been encumbered by the rights of third parties, or it was implemented by the Seller in contravention of this Contract and/or in violation of generally binding legal regulations;
 - e) it comes out that the Seller stated information or documents in their tender for the Public Procurement preceding the conclusion of this Contract which do not correspond to the facts and which had or could have influenced the outcome of the procurement procedure leading to the conclusion of the Contract;
 - f) the Seller entrusts the performance of the Contract to a person outside the list of subcontractors listed in Annex 2 to this Contract without the prior written consent of the Buyer;
 - g) the Seller does not provide performance in accordance with this Contract or its annexes and/or violates their legal and/or contractual obligations and will not remove them even after written notice of the relevant defects from the Buyer, whereas the deadline set by the Buyer to remedy such defects must be at least 5 working days.
 - h) The Buyer's costs incur from this contract will be declared ineligible by the Managing Authority of the Operational Programme Research, Development and Education.
4. In the event of termination of this Contract by withdrawal, the Contracting Parties are obliged to settle their obligations with each other. The date of withdrawal shall be deemed to be the date on which the written notice of withdrawal of the entitled Contracting Party was delivered to the other Contracting Party. Withdrawal from the Contract shall not affect the rights of the Contracting Parties to the payment of the contractual penalty, late payment interest and compensation for damages, if they were entitled to them by the moment of withdrawal.



5. Withdrawal from this Contract is always with ex nunc effect, i.e. from the moment of expiration of the Contract which occurs on the date of delivery of the notice of withdrawal to the other Contracting Party pursuant to Article IX (3) of this Contract.

IX. Delivery Provisions, Contact Persons

1. The Contracting Parties have agreed and the Seller has determined that the person authorized to act on behalf of the Seller in all matters relating to the implementation of this Contract except for its changes and termination of its effect is:

Name: [REDACTED]

Delivery address: Marmanská 1475/4, 100 00 Praha 10

Tel.: [REDACTED]

E-mail: [REDACTED]

2. The Contracting Parties have agreed and the Buyer has determined that the person authorized to act on behalf of the Buyer in all matters relating to the implementation of this Contract except for its changes and termination of its effect is:

Name: [REDACTED]

Delivery address: Vídeňská 1083, 142 20 Praha 4

Tel.: [REDACTED]

E-mail: [REDACTED]

3. All correspondence, instructions, notices, withdrawals, requests, records and other documents arising out of or in connection with this Contract between the Contracting Parties shall be made in writing in Czech or English and delivered either in person or by recorded delivery to the delivery addresses of the Contracting Parties according to this Contract.
4. In case of doubt, it is understood that an incoming mail sent using a postal operator has been delivered to the addressee on the third working day after dispatch; however, if sent to an address in another country, then it is the fifteenth working day after dispatch.
5. The Contracting Parties have agreed that electronic mail may also be used for mutual communication.
6. If the delivery address of either of the Contracting Parties or its representatives changes during the term of this Contract pursuant to Paragraphs 1 and 2 of this Article, the affected Contracting Party is obliged to notify the other Contracting Party of this change in writing without delay, but no later than three working days from the effective date of this change, in accordance with this Article.

X. Provisions on the Acquisition of the Property Right

1. The Buyer acquires the property right to the Subject of Performance by the signature of the handover certificate by both Contracting Parties according to Article V (2) of this Contract.



2. Until the time specified in Paragraph 1 of this Article, the Seller bears the risk of damage to the Subject of Performance.

XI. Processing of Personal Data

1. With respect to the processing of personal data that may arise in connection with the Subject of the Contract, the Contracting Parties undertake to act in such a way as to comply, as broadly as possible, with the obligations laid down in Regulation (EU) 2016/679 (hereinafter referred to as "GDPR") and Act No. 110/2019 Coll., on Personal Data Processing. This manner of conduct consists in particular of compliance with confidentiality obligations in relation to processed personal data, application of the principles laid down in Article 5, Article 24 of the GDPR et seq. for the processing of personal data, and last but not least also the obligation to reasonable reaction to the exercised rights of the data subjects according to Article 12 of the GDPR et seq. With respect to the observance of these obligations as well as for the purpose of fulfilling the inspection obligations pursuant to special legal regulations, the Contracting Parties are obliged to provide each other with all necessary cooperation. The above list of obligations is a demonstrative list.

XII. Final Provisions

1. Relations between the Contracting Parties shall be governed by the applicable laws of the Czech Republic. In matters not expressly provided for in this Contract, the legal relations arising from it are governed by the relevant provisions of the Civil Code and other relevant generally binding legal regulations.
2. Any changes and additions to this Contract may be made only on the basis of a written agreement of the Contracting Parties. Such agreements shall take the form of dated amendments to the Contract numbered in ascending order and signed by both Contracting Parties.
3. The Contracting Parties agree to the publishing of this Contract in the Register of Contracts, including all data specified in the Contract and any amendments that may be concluded between the Contracting Parties to this Contract in the future. The Seller undertakes to prove to the Buyer, at the latest at the time of conclusion of this Contract, the legal reasons for the possible non-publication of any data.
4. The Contracting Parties have agreed that the publication of this Contract in the Register of Contracts shall be ensured by the Buyer within three working days from the conclusion of the Contract.
5. If the reason for invalidity relates only to such part of this Contract that can be separated from its other content, then only that part is invalid, if it can be assumed that this Contract would have been concluded without the invalid part should a Contracting Party recognize the invalidity in time. The Contracting Parties undertake to immediately replace the invalid provision of this Contract with another valid provision with its content similar to the invalid provision.



6. Either of the Contracting Parties may object to the invalidity of this Contract or its amendment due to non-observance of the form at any time, even if the performance has already been commenced.
7. The Seller is obliged to archive the original copy of this Contract including its amendments, original accounting documents and other documents relating to the implementation of the Subject of the Contract for a period of 10 years from the effective date of this Contract. During this period, the Seller is obliged to allow persons authorized to carry out inspection to inspect documents related to the performance of this Contract.
8. The Seller acknowledges to be, within Section 2 (e) of Act No. 320/2001 Coll., on Financial Control, as amended, a person obliged to cooperate in financial control. The Seller acknowledges to be obliged to contractually bind their subcontractors with similar obligations as well. The obligation under this Paragraph shall last for 10 years from the effective date of the Contract.
9. The Contracting Parties shall at all times strive for an amicable settlement of any disputes arising from the Contract. If no amicable settlement is reached within 30 days after the first notification of the disputed fact to the other Contracting Party, either Contracting Party is entitled to bring its claim before the competent court. In the event of a dispute, the Contracting Parties have agreed that the court having subject-matter and local jurisdiction shall be determined according to the registered office of the Buyer. Arbitration is excluded.
10. Any rights or obligations under this Contract may not be assigned without the prior written consent of the other Contracting Party, and the exchange of e-mail, text or other electronic messages shall not be deemed to be a written form for such purpose.
11. The Contracting Parties expressly declare that no rights and obligations beyond the express provisions of this Contract are inferred from the future practice established between the Contracting Parties or practices maintained in general or in an industry pertaining to the Subject of the Contract, unless expressly provided otherwise in the Contract. The Contracting Parties also declare that they are not aware of any commercial practices or practice established between them.
12. The Contracting Parties declare that they are aware of the meaning of all abbreviations, technical (even foreign) designations and terms used in this Contract.
13. The Contracting Parties declare that they have read this Contract before signing and agree with its contents without reservations. The Contract is an expression of their true, real, free and serious will. In witness of the authenticity and veracity of these declarations, the authorized representatives of both Contracting Parties shall put their signatures to the Contract.
14. The Contracting Parties declare that, before the conclusion of this Contract, they duly fulfilled all the substantive conditions for the valid conclusion of this Contract arising from the relevant legal regulations as well as their applicable internal regulations and they also declare that the conclusion of this Contract will not violate any of their legal or contractual obligations.



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15. An integral part of the Contract is formed by its Annexes:

Annex 1 – Technical Specifications of the Subject of Performance

Buyer:

Seller:

RNDr. Petr
Dráber,
DrSc.

Digitally signed
by RNDr. Petr
Dráber, DrSc.
Date: 2021.01.21
19:25:40 +01'00'

Ing. Vojtěch
Drbohlav

Digitally signed by
Ing. Vojtěch Drbohlav
Date: 2021.01.19
21:19:38 +01'00'

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Institute of Molecular Genetics of the ASCR, v.v.i.

represented by RNDr. Petr Dráber, DrSc., Director

.....
Beckman Coulter Česká republika s.r.o.

represented by Ing. Vojtěch Drbohlav,
Executive Director



Technical Specifications of the Subject of Performance

(the Seller shall complete the technical specifications of the delivered Subject of Performance in Annex 1)

Table of technical parameters

„ Upgrade of the instrument for acoustic transfer of liquid samples “

Upgrade description:

Hardware and software upgrade of the previously acquired instrument for acoustic transfer of liquid samples (Labcyte Echo® 520). The upgrade will allow to expand the capabilities and to enhance the performance of the current instrument. The upgrade will enable transfers of aqueous solutions (proteins, nucleic acids, buffers, media, etc). The upgrade will also significantly enhance the speed of the transfers (by 30-50 % - depending on the fluid and settings used).

The supplier Beckman Coulter Česká republika s.r.o. honestly declares that the subject of performance offered has the technical characteristics and meets the technical parameters specified in Article 1 of the Contract and in Article 3.6 of the Tender Documentation “Upgrade of the instrument for acoustic transfer of liquid samples” when specifying below technical parameters of the subject of performance offered by him:

Manufacturer:	Beckman Coulter Česká Republika s.r.o.
Type:	Echo® 550 Upgraded from 520

Technical parameters for the Upgraded instrument for acoustic transfer of liquid samples:

Parameter description:	Parameter fulfilled:	Parameter value of the subject of performance offered by the participant:
Compatibility with source microplates (SBS - Society for Biomolecular Screening standard compliant) of both 384- and 1536-well formats.	YES	The Echo Liquid Handler 550 is compatible with all acoustic qualified SBS standard plates with a height less than 16mm and weight less than 150 grams



Compatibility with target microplates (SBS compliant) of 96-, 384-, and 1536-well formats.	YES	The Echo Liquid Handler 550 is compatible with all these destination plate formats
Device employs ADE (acoustic droplet ejection technology) to precisely transfer liquid without contact or using pipette tips, needles, or pin-tools.	YES	The Echo liquid Handler 550 uses both ADE (acoustic droplet ejection technology) and DFA (dynamic fluid analysis technology) to transfer droplets without contact
Liquid transfer is realized in a stream of droplets having volume of 2.5 nl or lower.	YES	Lowest possible droplet volume: 2.5nl The Echo liquid Handler 55X dispenses 2.5nl and multiples of
Allows liquid transfer from any microplate source well into any microplate target well.	YES	The Echo liquid Handler 55X can transfer any well to any well
Transfer accuracy: Maximal allowed deviation from transferred target volume is 10 %.	YES	Deviation from target volume: 10% A value of 10% is within the Echo liquid Handler 55X standard drop volume deviation
Transfer precision: Maximal allowed RSD (Relative Standard Deviation) of transferred target volume is 8 %.	YES	RSD of target volume is: 8% A value of 8% is within the Echo liquid Handler 55X standard drop volume precision
System throughput: liquid transfer speed is one replicated 384-well polypropylene microplate in less than 5 minutes. (when transferring 100 nl of DMSO into every well).	YES	Transfer speed for one 384-well microplate replication (when transferring 100 nl of DMSO into all wells) is: less than 5 min



Compatibility with liquid solutions based on Dimethyl sulfoxide (DMSO), and H ₂ O with glycerol content up to 50%.	YES	Transfer capability of these fluid types is standard within the Screening/OMICS package for the Echo Liquid Handler 55X
Ability to determine and report the volumes and hydration level of DMSO solutions within the microplate.	YES	Reporting of DMSO hydration is standard for the Echo Liquid Handler 55X Screening package
Ability to automatically and in real-time perform the adjustment and optimization of transfers, to compensate for variable liquid composition of each well within the microplate. The adjustment and self-calibration must be carried out seamlessly, without the need for user intervention.	YES	The Echo Liquid Handler 55X uses dynamic fluid transfer (DFA) to transfer liquids. DFA has the capability to adapt to fluids “on the fly”
Instrument’s software (SW) allows replication and simple reformatting of samples from 384- and 1536-well source microplates into 96-, 384-, and 1536-well target microplates.	YES	The Echo liquid handler graphical user interface allows for plate replication, upstacking and downstacking into 96/384/1536 plates
Instrument supports the generation of concentration series by direct dilution.	YES	The volume transferred by the Echo liquid handler 55X can be adjusted well by well supporting concentration curves by direct dilution
Instrument supports „cherry-picking“ of samples (ability to transfer selected samples based on the presented list).	YES	Any well to any well transferred is supported by the Echo liquid handler 55X



Instrument's hardware (HW) and SW is designed and fully prepared to be integrated into a third party robotic platform.	YES	The Echo liquid handler has an API and transfers are possible via a third party driver
Within the guarantee period, the Seller obliges to start rectifying the defect within maximum 24 hours after the Purchaser announced the defect, unless the Contractual Parties agree otherwise. The Seller obliges to rectify the defect announced by the Purchaser free of charge maximum within 5 days from the day when the Purchaser announced the defect to the Seller unless the Contractual Parties agree otherwise.	YES	Quality guarantee twelve (12) months
Advanced maintenance training for HTS Instrument for acoustic transfer of liquid samples		
Parameter description:	Parameter fulfilled:	Parameter value of the subject of performance offered by the participant:
After the instrument delivery and installation, the advanced maintenance training will be provided by a qualified professional (field service engineer) for the staff of the contracting authority.	YES	Training will be provided by a senior FAS who is experience in all areas of operation



The training will take part at the target installation site of the instrument.	YES	Training is provided as a part after installation of the machine
The training will have a duration of at least eight full hours.	YES	The initial training and support is not time limited
<p>The training will educate the selected instrument operators about advanced maintenance procedures, and basic service interventions. The training will cover at least the following agenda:</p> <ul style="list-style-type: none">• components of the instrument overview, stages, PSU, driver boards, PC etc.• EMO circuit and its relation to checking the PSU• leak sensor operation and check• peristaltic pump tube replacement• blockages, debubbler vent replacement• de-ionizer bar operation• high-voltage cable on the top of the plate holder replacement• compressed air cylinder setup, door & de-ionizer• client log files• short and long term shut down of the instrument• destination stage skew adjustment• plate presence sensor alignment• download system state for diagnosis by FSE	YES	Advanced training can be provided on the Echo 55X liquid handler, however access to proprietary and confidential software and /or databases will not be included



The Contracting Authority warns the Participants that in the event the offered subject of performance does not meet the above-mentioned technical characteristics and technical parameters (i.e. the Participant answers "NO" in the *Parameter fulfilled* column). Such offer does not meet the desired conditions and requirements of the contracting authority and will be excluded.

In Prague Day _____	
	<p>Digitally signed by Ing. Vojtěch Drbohlav Date: 2021.01.19 21:19:09 +01'00'</p> <p>Stamp and signature of the participant</p> <p>Beckman Coulter Česká republika s.r.o.</p> <p>Ing. Vojtěch Drbohlav Executive Director</p>