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| |  | | --- | | **Objednatel:** | | Správa železnic, státní organizace | | Dlážděná 1003/7 | | Praha 1, Nové Město 110 00 | |  | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| |  | | --- | | **Objednávku vystavuje organizační složka:** | | Správa železnic, Správa železničních informačních technologií | | V Celnici 1028/10 | | Praha 1 110 00 | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| |  |  | | --- | --- | | IČO: 70994234 | DIČ: CZ70994234 | | "Zapsána v obchodním rejstříku vedeném Městským | | | soudem v Praze, spisová značka A 48384“ | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
| |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | |  |  | | --- | --- | | **Č. j.:** | 88/2022-SŽ-SŽT-OPS | | **Smlouva:** | 20793-2022-SZ-GR-O8 | | | | | **Splatnost faktury:** | 30 dní | | | **Potvrzený termín dodání:** | |  | |  | | | | **Adresa místa plnění:** | | | | Správa železnic, státní organizace | | | | Dlážděná 1003/7 | | | | Praha 1 110 00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
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| Objednáváme u Vás: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Čís.ř. | Kód MTZ | | | | Název | | | | | | | | | | | | | | | | | | | | | | | | | | | | | MJ | | | | | | | Množství | | | | | | | Cena / jedn. | | | | | | | |
| 1 |  | | | | Notebook Lenovo ThinkPad P15, dockstation, optická mechanika | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | 10,000 | | | | | | | 68 995,00 | | | | | | | |
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| **Přílohy:** | | | | | | | | | žádné | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Záruční doba:** | | | | | | | | | Dle smlouvy | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Objednávka je podstatnou náležitostí daňového dokladu (faktury). Na daňový doklad uvádějte své IČO, DIČ nebo potvrďte, že nejste plátci DPH. Uveďte, jestli jste fyzická nebo právnická osoba. Úrok z prodlení respektujeme pouze v zákonné výši dle nařízení vlády č.351/2013 Sb. Termín splatnosti bude akceptován po doručení úplného daňového dokladu. Daňový doklad může být uhrazen ze dvou účtů, a to zvlášť základ DPH a zvlášť DPH. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Žádáme o zaslání potvrzené objednávky zpět spolu s daňovým dokladem! Bez potvrzené objednávky nelze daňový doklad akceptovat jako úplný a nemůže být proplacen.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dodavatel včas poskytne odběrateli informaci o možných změnách týkajících se identifikačních údajů společnosti, včetně možné změny bankovních údajů. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Objednatel je povinen uveřejňovat uzavřené smlouvy (objednávky včetně její písemné akceptace) v Registru smluv na základě ustanovení zákona číslo 340/2015 Sb. (viz zadní strana objednávky).** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Smluvní strany se dohodly, že stane-li se dodavatel nespolehlivým plátcem nebo daňový doklad dodavatele bude obsahovat číslo bankovního účtu, na který má být plněno, aniž by bylo uvedeno ve veřejném registru spolehlivých účtů, je objednatel oprávněn z finančního plnění uhradit daň z přidané hodnoty přímo místně a věcně příslušnému správci daně dodavatele. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| V případě poskytnutí osobních údajů dodavateli je dodavatel povinen tyto údaje zabezpečit dle Nařízení evropského parlamentu a rady o ochraně osobních údajů č. 2016/679 (GDPR). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Praha 1, dne: 21.4.2022 | | | | | | | | | | | | | | | | |  |  |  |  |  |  |  |  |  | PRAHA 4, Akceptováno dne: 26.4.2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (razítko, podpis) | | | | | | | | | | | | | | | | |  |  |  |  |  |  |  |  |  | (jméno, příjmení, razítko, podpis) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Objednatel: | |  |  |  | |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Dodavatel: | | |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  |
| jméno: | | Ing. David Miklas Jméno: Ing. Martin Vobořil | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| Tato objednávka představuje nabídku ve smyslu § 1731 a násl. zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů (dále jen „OZ“). Akceptace objednávky musí být písemná. Konkludentní přijetí nabídky je vyloučeno (§ 1744 OZ). Dodavatel bere na vědomí, že akceptací této objednávky dojde k uzavření smlouvy. Objednatel uveřejní objednávku i přijetí nabídky v registru smluv v souladu se zákonem č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (dále jen „ZRS) za předpokladu, že se bude jednat o smlouvu ve smyslu ustanovení § 2 odst. 1 ZRS, na níž nedopadá výjimka dle ustanovení § 3 ZRS. Dodavatel akceptací nabídky souhlasí se zveřejněním údajů o identifikaci smluvních stran, předmětu smlouvy, jeho ceně či hodnotě a datu uzavření této smlouvy v registru smluv. |
| Neoznámí-li dodavatel objednateli písemně společně s akceptací této objednávky, které konkrétně specifikované údaje považuje za své obchodní tajemství ve smyslu ustanovení § 504 OZ, či že se v objednávce vyskytují informace, jež nemohou být v registru smluv uveřejněny v souladu s ustanovením § 3 odst. 1 ZRS, bude objednatel postupovat tak, jakoby se takové údaje a informace v objednávce nevyskytovaly. S částmi objednávky, které dodavatel neoznačí za své obchodní tajemství před uzavřením této objednávky, nebude objednatel jako s obchodním tajemstvím nakládat a ani odpovídat za případnou škodu či jinou újmu takovým postupem vzniklou. Za označení těchto údajů a informací odpovídá výhradně dodavatel, a to bez ohledu na to, která ze stran tyto údaje či informace znečitelní a objednávku uveřejní. Totéž platí pro oznámení dodavatele, že na jeho osobu či tuto objednávku dopadá některá z výjimek uvedených v ustanovení § 3 odst. 2 ZRS. |
| Účinností zákona č. 367/2019 Sb., tj. od 1. 1. 2020 došlo ke změně názvu státní organizace, dřívější název Správa železniční dopravní cesty byl od uvedeného data nahrazen názvem novým Správa železnic. K uvedené změně došlo ex lege a zápis nového názvu do obchodního rejstříku nemá konstitutivní charakter, změna nemá vliv na právní postavení, práva a povinnosti, či jiné okolnosti státní organizace, totožnost subjektu, státní organizace, zůstává zachována. Smluvní strany naznačenou okolnost berou na vědomí a jsou s ní srozuměny. |