

## EXPLANATION OF TENDER DOCUMENTATION NO. 3

### Identification of the public contract

Title: **Bioprinter**  
Type of public contract: Supplies  
Type of proceedings: Open procedure  
Address of the public contract: <https://zakazky.muni.cz/vz00007667>

### Identification data of the contracting authority

Title: **Masaryk University - Faculty of Medicine**  
Headquarters: Kamenice 753/5, 625 00 Brno  
ID: 00216224  
Represented by: prof. MUDr. Martin Repko, Ph.D., Dean of the Faculty of Medicine of MU

### 1. REQUEST FOR CLARIFICATION OF THE TENDER DOCUMENTATION

On July 30, 2025, the contracting authority received a request for clarification of the tender documentation in the following wording, and the contracting authority provides the following answers to these questions:

#### 1. Jurisdiction (Final Provisions)

Request: Can the provision requiring disputes to be resolved in the Czech Republic be changed to allow for neutral jurisdiction, preferably in Kentucky, Delaware or New York (USA)?

Because: As an international supplier, we cannot assume legal exposure in a foreign court system due to enforceability and risk management obligations under our law.

***Response of the contracting authority: In this case, we propose the Vienna International Arbitral Centre as the venue for dispute resolution - amended in paragraph VI. 6) of the Contract.***

#### 2. Confidentiality & Intellectual Property

Request: Can a clause be added stating that technical and commercial information exchanged between parties will remain confidential, and that all intellectual property—including software—remains the exclusive property of the Seller unless otherwise agreed?

Because: The agreement lacks IP protections, which are essential to protect supplier's proprietary technologies.

***Response of the contracting authority: Added in paragraph II. 1) g) – h) of the Contract***

### **3. Limitation of Liability (Section IV – Damages and Penalties)**

Request: Can a clause be added to limit supplier's total liability to the contract value, excluding gross negligence or willful misconduct?

Because: Unlimited liability poses an unacceptable financial and legal risk to the Seller and is not commercially insurable.

***Response of the contracting authority: Added in paragraph V. of the Contract***

### **4. Indemnification**

Request: Can a mutual indemnification clause be added to protect each party from third-party claims caused by the other's actions or negligence?

Because: The current contract does not provide the Seller any protection from liabilities caused by the Buyer's misuse or noncompliance.

***Response of the contracting authority: Added in V.6) of the Contract***

### **5. Force Majeure**

Request: Can the clause be revised to remove the requirement that the Buyer confirm the existence of Force Majeure, and instead require only reasonable supporting documentation?

Because: The current language gives the Buyer unilateral authority to deny Force Majeure protections.

***Response of the contracting authority: Amended in paragraph V.8) of the Contract***

### **6. Contractual Penalties (Section IV)**

Request: Can all penalty clauses be removed?

Because: The Seller does not agree to penalty-based contracts. Our commercial policies are based on warranty and performance remedies, not punitive fines.

***Response of the contracting authority: Amended in paragraph V. of the Contract***

### **7. Document Retention & Audit Access (Section V)**

Request: Can the document retention requirement be reduced to 5 years and audit access limited to documents directly related to performance under this contract?

Because: The current terms exceed what is permitted under our data protection and recordkeeping laws.

***Response of the contracting authority: Amended in paragraph VI.5) of the Contract.***

## **2. CHANGE IN THE TENDER DOCUMENTATION**

In view of the modifications to the purchase contract, the contracting authority attaches to this explanation of the tender documentation the modified annexes marked:

- modified purchase contract in ČJ:

" 03a\_LF\_Biotiskarna\_Predloha kupni smlouvy\_final\_revize"

- modified purchase contract in AJ:

" 03b\_LF\_Bioprint\_PURCHASE AGREEMENT\_revision"

Suppliers are required to comply with the above modified Annexes and to complete and submit a modified Purchase Contract in the tender.

### **3. DEADLINE FOR SUBMISSION OF TENDERS**

The contracting authority, in accordance with Section 99(2) of the Public Procurement Act, has decided, in view of the nature of the responses to the requests for clarification of the tender documentation received and the modifications to the purchase contract, to extend the deadline for submission of tenders so that it is at least its full original length from the time of sending this explanation.

**The contracting authority has therefore extended the deadline for the submission of tenders until 10:00 on October 3, 2025.**