

# Call for tenders and Tender documentation

pursuant to Act No. 134/2016 Coll., on public procurement, as amended  
(hereinafter referred to as the "**tender documentation**" or "**TD**")

to the public contract  
awarded pursuant to the provisions of Section 56 et seq. of Act No. 134/2016 Coll., on Public Procurement, as amended  
(hereinafter referred to as "the **Act**" or "**ZZVZ**")

listed under the name:

"The system for checking the originality and  
providing feedback on written works"

**This is informative translation. In case of collision, the  
Czech version and its official translation shall apply.**



Contracting authority:  
Prague University of Economics and Business  
Winston Churchill Square 4/1938, 130 67 Prague 3, Czech Republic

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This tender documentation has been prepared as a specification document for the submission of tenders pursuant to Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as "ZZVZ") for an above-limit public service contract in an open procedure. Rights and obligations or conditions not specified in this tender documentation are governed by this Act.

The Procuring Entity also draws the attention of the tender participants to the fact that this tender documentation is a summary of the specific requirements of the Procuring Entity. This is without prejudice to the obligation of the tenderers to comply with any other requirements arising from generally binding regulations and other standards applicable to the subject of the tender and its implementation.

By submitting a tender, the tenderer accepts fully and without reservation the terms and conditions set out in this document, including all annexes and any clarifications to the tender documentation, and will abide by them. Failure to provide all the required information and documentation in a timely manner, or failure to comply in all respects with the tender specifications, may result in the rejection of the tender and the subsequent exclusion of the tenderer from the tender procedure.

## 1. INFORMATION ABOUT THE CONTRACTING AUTHORITY

### 1.1 Basic identification data

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**The contracting authority, a public university established by law, is a public contracting authority within the meaning of section 4(1)(e)(1) of the Act.**

Title:	<b>Prague University of Economic and Business (VŠE)</b>
Headquarters:	nám. W. Churchill 4, 130 67 Prague 3 - Žižkov
Represented by:	doc. Ing. Petr Dvořák, Ph.D., Rector
ID:	61384399
TIN:	CZ61384399

### 1.2 Contact person of the contracting authority

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**Ing. Dana Václavíková**  
Centre of Informatics, Prague University of Economic and Business  
[dana.vaclavikova@vse.cz](mailto:dana.vaclavikova@vse.cz)

## 2. BASIC INFORMATION ABOUT THE PUBLIC CONTRACT CE

### 2.1 Type and mode of procurement

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Type of public contract by subject of performance:	services
Public procurement regime:	Above-Limit
Type of procurement procedure:	Open procedure

## 2.2 Subject of the public contract

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The subject of this public contract is the provision of the right to use the service (license), deployment and operation of the service, which will provide support for teaching and development of academic integrity competencies, including the control of originality of works, for students and employees of the Prague University of Economics and Business in the form of a hosted service SaaS - Software as a Service.

A more detailed specification of the subject of performance is provided in the Tender Form in Section IV - Scope and Schedule of the Public Contract (see Annex 1 to this ZD).

## 2.3 Financing of the public contract

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The performance of this public contract will be co-financed from the European Union funds within the project supported by the Ministry of Education and Science within the Operational Programme Jan Amos Komenský (hereinafter referred to as "OP JAK") from the Call No. 02\_23\_023 "ERDF Call for HEIs - Quality", announced by the Ministry of Education and Science within the project with reg. no. CZ.02.02.01/00/23\_023/0008933.

## 2.4 Estimated value of the public contract

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The estimated value of the public contract is **CZK 14 million. CZK without VAT.**

## 2.5 Place of performance of the public contract

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The place of performance of the public contract is the seat of the contracting authority:

Prague University of Economics and Business  
W. Churchill Sq. 4  
130 67 Prague 3  
Czech Republic

## 2.6 Period of performance of the public contract

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The contract performance is required to commence within 7 days from the effective date of the contract. The specific deadlines for the performance of the tender are set out in the Tender Form in Section IV - Scope and Schedule of the subject of performance. The anticipated period of performance is 40 days in relation to implementation, and thereafter 10 years from the date of completion of implementation in relation to licensing.

Expected date of commencement of performance: March 2025

The contracting authority reserves the right to postpone the expected date of commencement of performance with regard to the completion of the procurement procedure.

## 2.7 Type of subject of performance of the public contract

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Classification of the subject of the public contract according to the Common Procurement Vocabulary (hereinafter referred to as "CPV"):

**72268000-1 Software supply services**

**72261000-2 Software support services**

**72321000-1 Added-value database services**

## **2.8 Inspection of the filling site**

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Due to the nature of the subject matter of this public contract, the contracting authority will not organise a site visit.

## **2.9 Preliminary market consultation**

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- a. The contracting authority informs that it has carried out preliminary market consultations in 2023 and 2024 prior to the award of the contract. As part of these, the HEI tested the integration of the system via API and carried out trial connections between 1 January 2024 and 30 June 2024, tested the systems' capabilities and prepared methodological guidelines and use cases for teachers. It also tested the connection to its application Validator VŠE and trial integration of plagiarism checking and feedback systems of two different systems into Validator VŠE and LMS Moodle VŠE. Based on the testing, the minimum and functional requirements for the requested system were developed, see Annex 1.
- b. The tender dossier does not contain any information that would be the result of a prior market consultation.

## **3. CONDITIONS OF THE TENDER PROCEDURE**

### **3.1 Progress of the tendering procedure**

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The course of the tender procedure is governed by the Act and this tender documentation. During the tendering procedure, the contracting authority shall select the supplier who has demonstrated the required qualifications on the basis of the evaluation of the tenders.

In accordance with Section 39(4) of the Act, the Contracting Authority will assess compliance with the conditions of participation in the tender procedure after the evaluation of tenders only in relation to the best evaluated tender.

### **3.2 Verification of information provided by the participant**

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The contracting authority reserves the right, in accordance with Section 39(5) of the Act, to verify the credibility of the data and documents provided by the tenderer and to obtain them itself.

### **3.3 Participant's costs associated with participation in the procurement procedure**

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All costs associated with the preparation and submission of the tender shall be borne solely by the tenderer concerned.

The Contracting Authority shall not be liable for any expenses or losses of any kind whatsoever (and will therefore not be liable for them) which the Participant may incur in connection with participation in the procurement procedure.

### **3.4 Specification of minimum and functional requirements**

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The specification of the requirements is set out in accordance with the Act pursuant to Section 89, paragraph 1, letter a) of the Act in the details necessary for the participation of the participant in the procurement procedure in two categories:

- a) Minimum system requirements without which the tender will not be evaluated (see Annex 1 - Tender Form - Section II).

- b) Performance and function requirements, the extent of which will be evaluated under the sub-criterion (see Annex 1 - Tender Form - Section III).

### **3.5 Cooperation in financial control**

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In the performance of the public contract, suppliers must take note that, pursuant to Section 2(e) of Act No. 320/2001 Coll., on financial control in public administration, as amended, the selected supplier will be a person obliged to cooperate in the performance of financial control. This obligation also applies to those parts of tenders, contracts and related documents which are subject to protection under special legislation (e.g. as trade secrets, classified information), provided that the requirements laid down in the legislation (e.g. Act No 255/2012 Coll., on control /Control Regulations/, as amended) are met. Suppliers acknowledge that the selected supplier will also be obliged to contractually oblige its subcontractors to fulfil a similar obligation.

## **4. INTERNATIONAL SANCTIONS AND CONFLICT OF INTEREST**

### **4.1 International sanctions**

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Before signing the contract, the selected supplier is obliged to sign an Affidavit that he is not a person subject to international sanctions pursuant to the Act regulating the implementation of international sanctions within the meaning of Section 48a of Act No. 134/2016 Coll., on public procurement.

The contracting authority shall not award a public contract to a tenderer if it is contrary to international sanctions under the law governing the implementation of international sanctions. The contracting authority may exclude a tenderer subject to international sanctions or exclude the selected supplier subject to international sanctions from participation in the procurement procedure.

In the event that international sanctions are applied to a subcontractor, the contracting authority shall proceed by inviting the tenderer to replace the subcontractor or by requiring the selected supplier to replace the subcontractor.

### **4.2 Conflict of interests**

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The selected supplier will be required to sign an Affidavit of No Conflict of Interest prior to signing the contract. The contracting authority may exclude a tenderer for ineligibility if it proves that a conflict of interest has arisen and no remedy other than cancellation of the procurement procedure is possible. The contracting authority shall exclude the selected contractor if it finds, on the basis of information established pursuant to Section 122(5) or (6) of Act No. 134/2016 Coll., on Public Procurement, that he or she has a conflict of interest pursuant to Section 44(2) and (3) of Act No. 134/2016 Coll., on Public Procurement.

### **4.4 Notice**

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In the case of the selected supplier, if it is a Czech legal entity, the contracting authority shall ascertain information on its beneficial owner pursuant to Act No. 37/2021 Coll., on the registration of beneficial owners (hereinafter referred to as the "beneficial owner") from the register of beneficial owners pursuant to the same Act (hereinafter referred to as the "register of beneficial owners").

If the selected supplier is a foreign legal entity, the contracting authority shall request the submission of an extract from a foreign register similar to the register of beneficial owners or, if there is no such register:

- (a) to disclose the identity of all persons who are its beneficial owners; and

(b) to produce documents showing the relationship of all the persons referred to in point (a) to the supplier; these documents shall include in particular:

1. an extract from a foreign register similar to the public register,
2. list of shareholders,
3. the decision of the statutory body on the payment of the profit share,
4. articles of association, articles of incorporation or statutes.

The contracting authority shall exclude the selected supplier if it is a Czech legal entity with a beneficial owner, unless it has been possible to ascertain the details of its beneficial owner from the register of beneficial owners in accordance with paragraph (the entry made available in the register of beneficial owners after the notice of exclusion of the supplier has been sent shall not be taken into account) and a foreign supplier who has not submitted the information required above.

## **5. REQUIREMENTS FOR DEMONSTRATING QUALIFICATIONS**

The assessment and evaluation of the tenderers' tenders shall be subject to the demonstration of the fulfilment of the qualifications. To be eligible, a participant must:

demonstrates the basic competency as specified in Article 5.1 of this TQA;

demonstrates professional competence in accordance with Article 5.2 of this TQA;

demonstrates technical qualification in accordance with Article 5.3 of this TQA.

The contracting authority does not require proof of economic qualification.

The foreign participant shall prove compliance with the qualification in accordance with the provisions of Section 81 of the Act by documents issued in accordance with the legal system of the country in which the qualification was obtained, to the extent required by the contracting authority.

Alternatively, the supplier may demonstrate compliance with (part of) the qualification:

- a) by submitting a single European certificate for public procurement pursuant to Section 87 of the Public Procurement Act,
- b) by submitting an extract from the list of qualified suppliers according to § 226 et seq. of the ZZVZ or
- c) under the conditions of § 234 of the ZZVZ, the participant is entitled to prove the fulfilment of the qualification by submitting a certificate issued within the framework of the system of certified suppliers.

### **5.1 Basic eligibility**

The basic competence shall be demonstrated by the participant in accordance with § 74 and § 75 of the Act.

To be eligible, a tenderer must not have been convicted of a criminal offence listed in Annex 3 to the Act or of a similar offence under the law of the country of the tenderer's country of residence within the last five years prior to the commencement of the procurement procedure; spent convictions shall not be taken into account.

If the participant is a legal person, this condition must be met by that legal person and by each member of the statutory body.



If a legal entity is a member of the participant's statutory body, it must meet this condition:

- (a) that legal person,
- (b) each member of the statutory body of that legal person; and
- (c) the person representing that legal person in the participant's statutory body.

If a branch of the factory is participating in the tendering procedure:

- a) a foreign legal entity, this condition must be met by the legal entity in the country of its registered office and the head of the branch of the plant in the Czech Republic,
- (b) a Czech legal person, this condition must be met by that legal person and also by each member of the statutory body and the head of the branch of the factory. If a legal person is a member of the statutory body of that legal person, it must also fulfil this condition:
  - this legal entity,
  - each member of the statutory body of that legal entity; and
  - a person representing that legal person in the statutory body of that legal person.

An eligible participant is a participant who does not have a tax arrears due in the Czech Republic or in the country of his/her registered office, including in relation to excise duty.

An eligible participant is a participant who has no tax arrears due in the Czech Republic or in the country of his/her residence.

A participant is eligible if he/she has no outstanding arrears of public health insurance premiums or penalties due in the Czech Republic or in the country of his/her registered office.

An eligible participant is a participant who does not have any outstanding arrears of social security contributions or penalties and state employment policy contributions.

An eligible tenderer is a tenderer that is not in liquidation, has not been the subject of a bankruptcy order, has not been placed in receivership under another legal provision or is in a similar situation under the law of the country of the supplier's domicile.

**Required method of proof:**

In order to demonstrate basic competence in relation to Section 74(1)(a) of the Act, the tenderer shall submit, in accordance with Section 75(1)(a) of the Act, extracts from the Criminal Records.

In order to demonstrate basic eligibility in relation to Section 74(1)(b) of the Act, the tenderer shall submit a certificate from the competent tax authority in accordance with Section 75(1)(b) of the Act. With regard to excise duty, the tenderer shall provide a written affidavit pursuant to Article 75(1)(c) of the Act.

The tenderer shall submit a written affidavit pursuant to Section 75(1)(d) of the Act to demonstrate basic competence in relation to Section 74(1)(c) of the Act.

In order to prove basic eligibility in relation to Section 74(1)(d) of the Act, the participant shall submit a certificate from the relevant district social security administration in accordance with Section 75(1)(e) of the Act.

In order to demonstrate basic competence in relation to Section 74(1)(e) of the Act, the tenderer shall submit an extract from the Commercial Register pursuant to Section 75(1)(f) of the Act, or a written affidavit if it is not entered in the Commercial Register.

### **Replacement of documents:**

In accordance with Section 86(2) of the Public Procurement Act, the supplier may replace the submission of documents in the tender with a written affidavit, for which a model form is provided in Annex 2. The supplier may always replace the required documents by the Single European Procurement Certificate.

**The contracting authority shall send the selected supplier pursuant to the paragraph a request to submit the documents on its qualification required by the contracting authority and not available to it** (i.e. in the case where the supplier provides only an affidavit), provided that the documents proving basic eligibility pursuant to Section 74 of the Act must prove compliance with the required eligibility criterion no later than 3 months prior to the date of opening of the procurement procedure.

## **5.2 Professional competence**

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Professional competence shall be evidenced by an extract from the Commercial Register, if registered therein, or by an extract from another similar register, if another legal regulation requires entry in such a register.

The Participant shall prove that he/she meets the professional competence pursuant to Section 77(1) of the ZZVZ by means of a web link (i.e. internet address) to the Commercial Register or other similar register on the form attached to this tender, or an extract from the list of qualified suppliers. The supplier is not obliged to provide the documents referred to in this paragraph if the legislation of the country of its establishment does not require similar professional competence.

### **Required method of proof:**

The reference to the commercial register or other similar register shall be indicated by the tenderer in the form set out in Annex 2 or by an extract from the list of qualified suppliers.

## **5.3 Technical qualifications**

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### **5.3.1 Reference orders**

The participant declares that it meets the technical qualification according to § 79 (2) (b) of the ZZVZ, i.e. that in the last 3 years before the tender procedure was initiated it has implemented at least 3 significant contracts consisting in the operation of a similar system (i.e. services) in a similar type of institution.

"Similar system" means a system for checking the originality of academic work and providing feedback, which includes at least the following functionalities:

- Checking the originality of texts, e.g. qualification papers, professional articles, seminar papers and written tests.
- Importing documents for review can be done automatically, in batch or on a document-by-document basis.
- Providing export of work inspection results (inspection reports) to the systems of the customer institution.

"Similar type of institution" means a university or a foreign university within the meaning of Act No. 111/1998 Coll., Universities and amending and supplementing other acts.

The contracting authority requires that at least 5,000 end users of the system (i.e. students and lecturers) of an institution of a similar type must be served in at least 1 reference contract.

### **Required method of demonstrating technical qualification:**

The Bidder shall include in its Bid the completed Bid Form set out in Annex 3.

## **5.4 Proof of qualification by others**

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If the supplier does not meet the required qualification by itself, it may:

- (a) to submit a joint tender and demonstrate a certain part of the qualification together with another supplier, under the conditions set out in Section 82 of the Public Procurement Act, and/or
- b) demonstrate a certain part of the qualification through other persons (subcontractors) under the conditions specified in Section 83 of the ZZVZ.

## **6. TERMS AND CONDITIONS**

### **6.1 Service contract**

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The draft Service Contract (hereinafter referred to as the "Contract") shall be drawn up by the Participant taking into account the business conditions set out by the Contracting Authority in Annex 5.

The Contracting Authority informs the Participant that it is not permissible to change or modify the terms and conditions which the Contracting Authority insists on and which are binding on the Participant.

The contracting authority prefers to sign the contract electronically, provided that an authorised representative of the supplier is able to attach a qualified electronic signature.

### **6.2 Payment terms**

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The contracting authority will not provide advances.

The Contracting Authority shall first pay the implementation price including the subscription fee for the provision of the licence for the 1st year of operation of the system, based on a mutually executed Handover Protocol confirming the completion of Phase I and the commencement of Phase II as prescribed in the Tender Form in Section IV - Scope and Schedule of the Contract.

Further subsequent invoicing for the provision of the license, including the subscription fee for the provision of the license for each additional year of operation of the system, will be made on an annual basis, on the date of the relevant invoice - tax document, on the anniversary date of the Handover Protocol.

The contracting authority reserves the right to request an invoice for a shorter period of time than 1 year, in months. The price must then correspond to the time period in question so that the 12 months in total correspond to the price for the year.

The invoice shall be due at least 21 days from its delivery to the contracting authority. The date of payment shall be the date on which the payment is debited from the Purchaser's account.

## 7. REQUIREMENTS FOR THE PROCESSING OF THE OFFER

### 7.1 Signature of the offer

The tender will be signed with a qualified electronic signature. The Contracting Authority draws attention to the fact that in the event of delivery of an unsigned tender, such document will be deemed to be signed by fiction within the meaning of Section 211(7) of the Public Procurement Act.

All documents or declarations requiring the signature of the tenderer must be signed by the tenderer or the tenderer's statutory body; in the case of signature by another person, the original or a certified copy of the authorisation must be included in the tender.

### 7.2 Requirements for the preparation of the tender price

The Bidder shall indicate the total Bid Price in the Bid Form in Section I - Bid Cover Sheet. This tender price will be evaluated according to the sub-evaluation criterion Tender price.

### 7.2 Subcontractors

In accordance with the provisions of Section 105 of the Act, the contracting authority requires the tenderer to specify the parts of the public contract that it intends to perform through subcontractors or to submit a list of subcontractors, if known to the tenderer, and to indicate which part of the public contract each of the subcontractors will perform.

The tenderer is obliged to provide in its tender a list of subcontractors (name, registered office, registration number) participating in the performance of the public contract, provided that the contracting authority is entitled to require the submission of information on the property structure of the subcontractor and a detailed specification of what part of the public contract the subcontractor will perform.

**The tenderer is also obliged to state in its tender that no subcontractor will participate in the public contract.**

A template for the Declaration of Subcontractors is included as Annex 4 to this TD.

### 7.2 Variation of the offer

The contracting authority does not accept variant solutions.

### 7.3 Language of the offer

The offer including all required documents will be accepted in English in addition to the Czech language.

In cases where the Procuring Entity requires the submission of a document under Czech law, the Supplier may submit a similar document under the law of the state in which the document is issued; this document shall be submitted with a translation into Czech or English. The Contracting Authority does not require an officially certified translation.

### 7.4 Structure of the offer

The contracting authority requires the tender to be arranged in accordance with the following breakdown:

1. A fully completed and signed Tender Form (see Annex 1), including documents and evidence to be provided on the basis of the Tender Form;

2. Documents required to demonstrate compliance with the minimum system and functionality requirements;
3. Power of attorney if the offer is signed by an authorised person;
4. Documents proving eligibility for the contract according to Article 5 of this tender documentation (a sample affidavit is in Annex 2);
5. Proof of technical qualification according to Article 5.3 (form in Annex 3);
6. List of subcontractors (name, registered office, registration number) participating in the performance of the public contract - if no subcontractor will participate in the performance of the public contract, the tenderer shall declare this fact in the form of an affidavit (model declaration in Annex 4);
7. Signed draft Service Contract (see Annex 5).

## 8. METHOD OF EVALUATION OF TENDERS AND EVALUATION CRITERIA

The evaluation criterion for the award of a public contract is the economic advantage of the tender. Tenders will be evaluated according to the evaluation criteria listed below and assigned the following percentage weights:

	<b>Evaluation criterion</b>	<b>Weight in %</b>
1.	Offer price	50 %
2.	Quality of originality check	20 %
3.	Functional parameters of the offered system	30 %

The weighting distribution for the evaluation criteria has been set to reflect the critical influence of the quality of originality control and functional parameters on the long-term and efficient use of the subject of this procurement. The procuring entity is required by law to maintain quality standards for academic work.

### 8.1 Bid price

Within this evaluation criterion, the **total offer price in CZK excluding VAT** for the provision of the licence, for consultancy within the implementation of the offered services and the provision of the service for a total of 10 years will be evaluated. This tender price must include all costs and fees for the use of the system.

The bid price in EUR will be converted into CZK at the Czech National Bank (CNB) exchange rate of the Devizy střed on the last day of the deadline for submission of bids.

The tender containing the lowest tender price will be the best evaluated. This tender shall be awarded 100 points, whereby 100 points may be awarded to more than one tender at the same time. The other tenders will be awarded a point value, rounded to two decimal places, obtained by multiplying 100 by the ratio of the lowest tender price to the price of the tender evaluated.

Expressed by the formula:

$$\text{Partial point value for the criterion Tender price} = (\text{Lowest tender price} / \text{Tender price}) \times 100$$

### 8.2 Quality of originality checks

Within this evaluation criterion, the accuracy of the text originality check of the offered system will be evaluated, i.e. not only the number of found matches of the tested text with other texts, but also the relevance of the found matches and the exclusion of undesired matches according to the minimum technical requirements for the system specified in Annex 1 of this tender documentation. For

this purpose, the contracting authority shall test the proposed system on a set of test documents created by the contracting authority, based on the preliminary access to the proposed system which the supplier shall be obliged to provide to the contracting authority for this purpose. In Annex 6 to these tender documents, entitled 'Sample test text', the contracting authority provides a sample of test texts, which, however, will not specifically be the subject of system testing in the evaluation of this tender.

### **8.2.1 Organisation and testing procedure**

The supplier shall provide the contracting authority with trial access to its system for testing the prepared set of documents. Access to the system shall be indicated by the Supplier by filling in the information in Section V of the Tender Form, which is included in this tender documentation as Annex 1. Access shall be to the full version of the system that will be the subject of the supplier's tender.

The Contracting Authority will test all systems offered as part of the evaluation of tenders. An audiovisual recording of the testing will be made for the purposes of the documentation of this tender and will not be made public by the tenderer. By submitting a tender for this procurement, the supplier agrees to the processing of personal data and the recording of the proceedings in accordance with Section 211 of the Public Procurement Act.

The subject of the audiovisual recording will only be a test of the systems. The result of the evaluation (scoring) will be described in detail in the report on the evaluation of the tenders, which will be annexed to the notice of selection of the supplier within the meaning of Section 123 of the Public Procurement Act and which will be drawn up in accordance with Section 119(2) of the Public Procurement Act. The result of the testing, i.e. the report on the originality check of the work, of all tested systems will be included in the tender evaluation report.

### **8.2.2 Structure and content of test documents**

The set of test documents will be based on paragraphs of texts typical of an academic environment.

Articles, bachelor's theses, even from universities other than the VŠE, printed monographs, websites, wikipedia, licensed electronic information sources - scientific journals available at the VŠE, see the register of electronic information resources of the VŠE <https://knihovna.vse.cz/zdroje/>, etc. Test documents will be in PDF/A or docx format, one document in Czech and one document in English. A passage of approximately 50 to 150 words will be selected from each source. A sample of example texts, which will not be evaluated, is attached as Annex 6 to this tender document.

The following types of resources will be selected for testing:

- 3 documents/texts from qualification theses of Czech universities defended from 2013 to 2023, in Czech language,
- 3 documents/texts taken from the free internet, 2 sources in Czech and 1 source in English,
- 3 documents/texts taken from Wikipedia, with editing of 5 words (replacement or deletion), 2 sources in Czech and 1 source in English,
- 3 documents/texts from commercially licensed databases scientific journals available at VŠE see <https://knihovna.vse.cz/zdroje>, freely available on the Internet, in English,
- 3 documents/texts from commercial licensed databases of scientific journals available at VŠE see <https://knihovna.vse.cz/zdroje>, only paid access in English language,
- 3 texts in English generated by the ChatGPT 4o language model,

- 3 documents/texts of newly created text, which is original and was created directly by the client, 2x in Czech and 1x in English.

When preparing test documents, the contracting authority shall record the origin of all paragraphs. If the system finds a match for a paragraph in a document other than the one recorded by the sponsor, this match will be assessed by the sponsor and, if the text match is verified, it will be accepted as a full match.

In the tender evaluation report, specifically the section on the result of the originality testing of the works, the evaluation of the testing, including an indication of the origin of each paragraph, will be provided to the tenderer.

All test texts will be created in advance of the start of system testing.

The set of documents will be created by an employee of the University of Economics in Prague, who will also be a member of the evaluation committee, who is not biased and does not have a conflict of interest in this procurement.

The test texts will be stored on encrypted storage and will only be accessible to specific members of the working group who are not biased and do not have a conflict of interest in the context of this procurement.

### **8.2.3 Scoring under the criterion Originality check**

- Texts from qualification theses of Czech universities defended from 2013 to 2023.

The contracting authority will award a sub-point (+1) in the evaluation of the participant's procurement system for each text taken from the qualification papers of Czech universities defended from 2013 to 2023 of the test document for which the system found a full match, i.e., the entire paragraph will be searched and marked with a reference to the document where this match can be verified.

- Texts taken from the free internet and Wikipedia

The Contracting Authority will award a sub-point (+1) to the participant's system in the evaluation of the tender for each text of a test document downloaded (copied from the Internet) for which the system has found a verifiable match, i.e., at least 90% of the matching words will be marked with a reference to the document where this verbatim match can be verified.

- Texts from commercially licensed databases of scientific journals available at the University of Economics in Prague, see records of electronic information resources of the University of Economics  
- <https://knihovna.vse.cz/zdroje>

The Contracting Authority will award a participant (+1) sub-point in the evaluation of the VZ system for each text of a test document taken (copied from the Internet) for which the system has found a full match, i.e., the entire paragraph will be searched and marked with a link to the document where this match can be verified.

- Text generated by the ChatGPT 4o language model

The Contracting Authority shall award a sub-point (+1) in the evaluation of the Participant's VZ system for each paragraph of the test document that the Contractor's system identifies as AI-generated with a probability greater than 50%, or equivalently as more likely AI-generated than human-written.

If the system incorrectly flags any passage other than the ChatGPT 4 language model-generated text as more likely AI-generated than human-written, the sponsor will award the participant (-3)

points under the "Quality of Originality Check" criterion when evaluating the VZ system, regardless of the number of positive and false detections in each document tested.

- The text of the newly created text, which is original and was created directly by the client

The Contracting Authority will award a sub-point (-1) in the evaluation of the participant's VZ system for a false match, i.e. a match of the original/original/unadopted text where the system has found an unjustified match of more than 50% of the words of the original text.

Under this criterion, the offer that achieves the highest number of sub-points in the total sum of all tested texts will be evaluated best. This tender will be awarded 100 points under the criterion 'Quality of the originality check', where 100 points may be awarded to more than one tender at the same time. The other tenders will be awarded a score rounded to two decimal places by multiplying 100 by the ratio of the compliance score of the evaluated tender to that of the best evaluated tender.

*Expressed by the formula:*

***Partial point value for the criterion Quality of control = (Number of sub-points of the evaluated tender / Number of sub-points of the best evaluated tender) × 100***

### **8.3 Functional parameters of the offered system**

The current functional parameters of the offered system will be evaluated under this evaluation criterion. The Bidder shall complete the Bid Form - Section III - Functional Parameters, Attachment 1 to this RFP for the purpose of evaluating this evaluation criterion.

A tender that meets the required functional parameter by ticking the YES option will be awarded the appropriate number of points according to the point allocation indicated for each functional parameter. If the tenderer checks NO for a system that does not meet the relevant functional parameter, no points will be awarded for that parameter. The contracting authority shall have the right to check the declared functionality.

The best evaluated offer under this criterion will be the one that receives the highest number of sub-points for the functional parameters of the offered system, depending on the degree of fulfillment of the respective functional parameter and its score, based on the completion of the Offer Form - Section III in Annex 1.

This tender shall be awarded 100 points under this sub-criterion. The other tenders shall be awarded a score by multiplying 100 by the ratio of the number of sub-points of the evaluated tender to the number of sub-points of the most advantageous tender.

*Expressed by the formula:*

***Partial point value for the criterion Functional parameters of the offered system = (Number of sub-points of the evaluated offer / Number of sub-points of the best evaluated offer) × 100***

### **8.4 Overall evaluation of tenders**

The overall evaluation of the tenders will be carried out by multiplying the individual scores of the sub-evaluation criteria for each individual tender by the weighting of the relevant evaluation criterion set out in the table. The values thus obtained, rounded to two decimal places, will be added together for each tender and the order of success of the tenderers will be determined, so that the tender which has the highest score and is therefore the most economically advantageous tender will be the most successful tender.

In the event that two or more tenderers' bids receive identical overall scores, the successful tender will be the one that received the highest score for criterion 2 (Quality of the originality check of the



academic text). In the event of multiple bids scoring identically under evaluation criterion 2, the bid which receives the highest score under criterion 3 (Functional parameters of the proposed system) will be evaluated as the unsuccessful bid. Should criterion 3 not also decide the most advantageous bid, the selection of the most advantageous bid will be decided by lot. The drawing of lots between equivalent tenders shall take place in public at the seat of the contracting authority, provided that all participants are invited at least 5 days in advance of the date set for the drawing of lots, that the drawing of lots is recorded (as an audiovisual recording) and that a notary is present to record the drawing of lots.

## **9 SUBMISSION OF THE OFFER**

A supplier may submit only one tender for the entire subject of the public contract.

### **9.1 Deadline for submission of tenders**

The deadline for submission of tenders, which is also the deadline for demonstrating compliance with the qualification, starts on the date of publication of the invitation on the contracting authority's profile and ends on

**February 3, 2025 at 8:00 a.m.**

The tender must be submitted no later than the deadline for submission of tenders set out above. If the tender is not delivered to the contracting authority within the time limit or in the manner and place specified in the tender specifications, it shall not be deemed to have been submitted and shall be disregarded during the tendering procedure. The tenderer shall be responsible for the proper and timely receipt of the tender.

### **9.2 Method of submission of the tender**

- a) All acts in the procurement procedure, including the submission of documents to prove qualification, which are part of the tender, including the submission of the tender and all communication between the contracting authority and the supplier shall be carried out in the certified electronic tool E-ZAK ("E-ZAK") at <https://zakazky.vse.cz>. The Procuring Entity informs the Supplier that in order to take full advantage of the full capabilities of the E-ZAK electronic tool, it is necessary to carry out and complete the so-called Supplier Registration.
- b) Where the contracting authority has entered the supplier into the electronic tool E-ZAK, it shall provide the supplier's contact details as those which it has obtained as publicly available or other appropriate contact details. It shall be the responsibility of each supplier to check his contact details and, if necessary, to amend or add other contact details before completing the registration in the E-PAC electronic tool.
- c) All documents sent via the E-ZAK electronic tool shall be deemed to have been duly delivered on the date of their delivery to the user account of the addressee of the document in the E-ZAK electronic tool. The delivery of a document shall not be affected by whether or not the document has been read by the addressee or whether or not the E-ZAK electronic tool has sent a notification to the addressee's contact email address that a new message has been delivered to the addressee's E-ZAK user account.
- d) The contracting authority recommends that suppliers keep the address of the tender under review.
- e) All terms and conditions and information regarding the electronic tool, including information on the use of the electronic signature, are available in the user guide and the electronic signature manual at: [https://zakazky.vse.cz/manual\\_2/ezak-manual-dodavatele-cdd-pdf](https://zakazky.vse.cz/manual_2/ezak-manual-dodavatele-cdd-pdf)

[https://zakazky.vse.cz/manual\\_10/ezak-manual-podepisovani-macos-pdf](https://zakazky.vse.cz/manual_10/ezak-manual-podepisovani-macos-pdf)  
[https://zakazky.vse.cz/manual\\_play\\_101.html](https://zakazky.vse.cz/manual_play_101.html)

If you have any questions regarding the technical setup, please contact the operator of the E-ZAK electronic tool by e-mail: [podpora@ezak.cz](mailto:podpora@ezak.cz), tel. +420 538 702 719.

### 9.3 Tender period

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The procurement period is set in accordance with Section 40 of the Act. The tendering period shall begin at the end of the time limit for the submission of tenders, during which the tenderer shall be bound by its tender, and shall be 3 months from the day following the end of the time limit for the submission of tenders.

## 10 TENDER DOCUMENTATION

### 10.1 Provision of tender documentation

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The invitation to tender and the tender documentation, including all attachments, are published on the profile of the contracting authority.

### 10.2 Attachments to the tender documentation

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The following annexes are an integral part of the tender documentation:

- Annex 1 - Tender Form
- Annex 2 - Draft Affidavit of Eligibility
- Annex 3 - Reference Offer Form
- Annex 4 - Model declaration of *subcontractors*
- Annex 5 - Terms and Conditions for the creation of a draft contract
- Annex 6 - Sample example for the procurement procedure

### 10.3 Explanation of the tender documentation

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- a) In accordance with § 98 ZZVZ, the supplier is entitled to request an explanation of this T&C including its annexes. According to § 98 paragraph 3 ZZVZ, the request for explanation of the tender conditions must be delivered to the contracting authority no later than 8 working days before the deadline for submission of tenders. Any query must be submitted via the electronic tool E-ZAK.
- b) The query must be in Czech or English. Inquiries in languages other than Czech or English will not be considered.
- c) The contracting authority may also provide an explanation of the terms and conditions of the tendering procedure of its own volition in accordance with Section 98 of the Act.
- d) The contracting authority reserves the right to publish responses to any requests for clarification, including the wording of the relevant request, but without mentioning the applicant, related documents and additional information on the contracting authority's profile via the E-ZAK electronic tool.

## 11 OTHER CONDITIONS

### 11.1 Delivery by electronic instrument

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The contracting authority will carry out all the contracting authority's actions within the framework of this procurement procedure via the electronic tool E-ZAK, which also serves as the contracting authority's profile. All documents to be delivered through the E-ZAK electronic tool shall be deemed to have been delivered on the date of their delivery to the user account of the addressee of the document in the E-ZAK electronic tool. A document shall be deemed to have been duly delivered even if it has not been read by the addressee or if the addressee has not been notified of its delivery to the user account by email.

### 11.2 Notification of selection/exclusion of a tenderer

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Pursuant to the provisions of § 123 ZZVZ, the contracting authority sends a notice of the selection of the supplier to all participants in the procurement procedure without undue delay from the decision on the selection of the supplier, provided that the contracting authority reserves the right to send a notice of the exclusion of a participant in the procurement procedure or a notice of the selection of the supplier via the electronic tool E-ZAK. In the event that it is not possible to serve the tenderer by means of the E-ZAK electronic tool, the contracting authority will serve the tenderer by means of a data mailbox.

### 11.3 Cancellation of the tendering procedure

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In view of the fact that this public contract is to be co-financed from subsidy sources in the event of receiving support, the contracting authority hereby notifies the participants that the contracting authority is entitled to cancel the subject procurement procedure in accordance with Section 127(2)(d) or (e) of the Public Procurement Act in cases where:

- reasons of special consideration, including economic reasons, arise during the procurement procedure for which the contracting authority cannot be required to continue the procurement procedure, whether or not the contracting authority has caused such reasons, or
- the contracting authority does not receive the subsidy from which the public contract was to be wholly or partly paid.

Ing. Milan Nidl, MBA  
Vice-Rector for Informatics and Digitalization  
representative of the contracting authority



Spolufinancováno  
Evropskou unií

**MSMT**  
MINISTERSTVO ŠKOLSTVÍ,  
MLÁDEŽE A TĚLOVÝCHOVY

## 12 ANNEX 1 - TENDER FORM

### Section I - Cover Sheet

Identification of the public contract	
Type of public contract according to the subject of performance:	Services
Public procurement regime:	Above the limit
Type of procurement procedure:	Open procedure
Name of public contract:	<b>System for checking originality and providing feedback on written works</b>

Identification of the tenderer	
Name / Business name:	
ID number (if assigned):	
Headquarters address:	
Person authorised to act for the participant:	
e-mail:	
Mailbox ID:	
Contact person for this procurement:	
e-mail:	

Offer price	
Tender price for the complete fulfilment of the tender excluding VAT in CZK or EUR:	

## Section II - Technical specification of the subject of performance of the public contract

### Minimum system requirements

Minimum requirements mean the requirements that the offered system must meet without exception. If this is not the case, the offer will not be evaluated and the contracting authority may exclude the bidder pursuant to Section 48 of the Public Procurement Act.

ID	Request Specifications
1	<p><b>Searching and indexing repositories of Czech public and state universities</b>            Searching and active indexing of at least 8 repositories of Czech public or state universities established under the Higher Education Act. <b>The tenderer shall provide a</b> list of these indexed repositories <b>as an annex to the</b> tender. In case of doubt about the claim of indexing of any of the listed repositories, the indexing shall be verified according to the procedure specified in paragraph 8.2 of the Tender documentation of this tender. The contracting authority shall test the availability in the system of the selected public qualification thesis from the repository of the university concerned, which was defended in 2023.</p>
2	<p><b>Indexing of journals with ISSN/eISSN</b>            The system shall index at least 50 000 journals (with assigned ISSN/eISSN) for the purpose of originality checking. <b>The participant shall provide an annex</b> with the specification of the data source (journals or journal databases).</p>
3	<p><b>Expanding the scope of controlled texts</b>            Openness to the addition of new textual resources also within the Czech language environment (digital libraries, publishers, etc.) according to the future requirements of the client.  <b>The Bidder shall document by an attachment to</b> its bid for this procurement the method and limits of such design of new resources for indexing.</p>
4	<p><b>Checking files for originality</b>            The system enables the insertion of documents, their indexing and display of literal matches with previously indexed documents in the system repository for the duration of the contract.</p>
5	<p><b>AI-generated text detection</b>            The system detects the text generated by the OPEN-AI ChatGPT model for English documents inserted by the submitter. The supplier shall provide evidence of the minimum requirements for detection (e.g. language of the document, minimum word length, etc.).</p>
6	<p><b>File size and type</b>            The system supports checking files of 100 MB and 500 pages of text in one file, or even more. At least files in MS Word (doc, docx), MS PowerPoint (ppt, pptx), Adobe PDF, RTF, OpenOffice and plain text are supported. The system supports Czech character set and UTF-8 encoding.</p>
7	<p><b>GDPR</b>            The system must meet the requirements of the GDPR and Czech legislation and comply with the requirements of the University of Economics in Prague listed at <a href="https://www.vse.cz/informace-o-vse/informace-a-predpisy/gdpr/">https://www.vse.cz/informace-o-vse/informace-a-predpisy/gdpr/</a>.</p>
8	<p><b>User support</b></p>

	<p>Availability of user support for central system administration and API usage, including the ability to permanently delete selected uploaded documents on demand.</p> <p>The support system used must allow for reporting (errors/queries/requests) and the response time from the selected supplier must be guaranteed according to the offer, but not longer than 2 working days.</p>
9	<p><b>Admin interface</b></p> <p>The admin interface can be in English or Czech language. It allows to manage access accounts or API keys.</p>
10	<p><b>Exclude from control function for selected documents</b></p> <p>An authorized user (teacher, opponent, ...) can selectively mark in the list of found sources those for which the textual match should not be counted in the overall similarity (e.g. theses published on the VŠE servers). The system dynamically recalculates the resulting percentage of the match without including these documents in the comparison.</p>
11	<p><b>Statistics on system operation</b></p> <p>The system generates statistics on traffic that are available to the system administrator from the VŠE; at a minimum, the number of uses, the number of users, the number of documents controlled and statistics on the results of the control, or an overview of licenses, if relevant, are monitored. Statistics can be exported to common formats such as CSV or XLSX.</p>
12	<p><b>Expiration of inactive user accounts</b></p> <p>If the license is limited by the number of users, the system supports the expiration of inactive user accounts according to predefined rules (e.g. after 6 months from the last access). Inactive user accounts do not count towards the limit of the user limit.</p>
13	<p><b>Connection to LMS Moodle</b></p> <p>The delivered system enables document originality checking in LMS Moodle version 4, including AI detection using Moodle plugin or LTI 1.3.</p> <p>The supplier declares compatibility with Moodle version 4 in the offer by documenting the available features in the system documentation.</p>
14	<p><b>Functionality in LMS Moodle</b></p> <p>The system allows instructors in LMS Moodle courses to create and edit assignments, upload work by the student or teacher on behalf of the student, check the dynamic log by the instructor, upload grades or points for completing the assignment to the Moodle course.</p> <p>The interface for users and teachers in Moodle is in Czech and English.</p>
15	<p><b>Working with groups in LMS Moodle</b></p> <p>The system in LMS Moodle supports the division of students into groups according to LMS Moodle so that teachers can select, view and check the work of only the students in a specific group.</p>
16	<p><b>Functionality available via RESTful API</b></p> <p>The API will be used for automatic checking of works from the web application of the University of Economics in Prague. The system allows the following activities via RESTful API:</p> <ul style="list-style-type: none"> <li>• Submitting individual work for checking (title of work, author, full text)</li> <li>• Determine the status of the work evaluation (inspection completion status, overall percentage compliance)</li> <li>• Getting an inspection report</li> <li>• URL to view the dynamic log, no authorization required</li> </ul>

## Section III - Technical specification of the subject of performance of the public contract

### Functional parameters of the offered system

The Bidder shall tick "YES" if this functionality is operational at the time of submission of the final Bid and is also fully available in the test environment for verification by the Contracting Authority.

The Bidder shall enter "NO" if this functionality is not operational at the time of bid submission and is not available in the test environment for verification by the Contracting Authority.

For each parameter that the offered system provides, i.e. for which the supplier ticks "YES" in this form, the supplier's offer will receive the number of points indicated for the respective functional parameter. For each parameter that the offered system does not provide, i.e. for which the supplier ticks 'NO' in this form, the supplier's offer shall not receive any points.

Parameter name	Parameter description	Meets / Number of points
Common requirements for API and LMS Moodle integrations		
Searching and indexing of repositories of Czech public and state universities (12)	Searching and active indexing of at least 12 repositories of Czech public or state universities established under the Higher Education Act. Complete even if the supplier's system indexes more than 12 repositories. The supplier shall provide a list of these indexed repositories as an annex to the preliminary tender for this public procurement. If there is any doubt about the indexing of any of the listed repositories, the indexing shall be verified according to the procedure set out in paragraph 8.2 of the Tender Documents of this tender. The contracting authority shall test one qualifying thesis from the repository of the university in question, which was defended in 2023.	<input type="checkbox"/> YES <input type="checkbox"/> NO  Number of points: 10
Searching and indexing of repositories of Czech public and state universities (16)	Searching and active indexing of at least 16 repositories of Czech public and/or state universities established under the Higher Education Act. Fill in even if the supplier's system indexes more than 16 repositories. The supplier shall provide a list of these indexed repositories as an annex to the preliminary tender for this public procurement. If there is any doubt about the indexing of any of the listed repositories, the indexing shall be verified according to the procedure set out in paragraph 8.2 of the Tender Documents of this tender. The contracting authority shall test one qualifying thesis from the repository of the university in question, which was defended in 2023.	<input type="checkbox"/> YES <input type="checkbox"/> NO  Number of points: 10

Searching and indexing repositories of Czech public and state universities (20)	Searching and active indexing of at least 20 repositories of Czech public or state universities established under the Higher Education Act. Fill in even if the supplier's system indexes more than 20 repositories. The supplier shall provide a list of these indexed repositories as an annex to the preliminary tender for this public procurement. If there is any doubt about the indexing of any of the listed repositories, the indexing shall be verified according to the procedure set out in paragraph 8.2 of the Tender Documents of this tender. The contracting authority shall test one qualifying thesis from the repository of the university in question, which was defended in 2023.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 10
Recognition of translations	Ability to recognize similarities between the English original and the Czech translation and vice versa. The Supplier shall provide a sample of such translation recognition as an attachment to the tender.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 8
Advanced translation recognition	Ability to recognize similarities between the original non-English text and the Czech translation and vice versa. The Supplier shall provide an example of such translation recognition as an attachment to the Preliminary Tender.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 5
Text match search parameterization	An authorized user (teacher, opponent, ...) can parameterize the search for textual matches for the analyzed work, namely not to include in the analysis sources with a match of less than a certain number of words.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 10
Log file size	For downloaded logs, the file size is in reasonable proportion to the original files tested, taking into account the possibilities of manipulation, uploading and sharing on the client side. We consider 150 % of the original size or less to be a reasonable limit.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 5
URL link to the document in the online system	Display the entire target document link (e.g. not only insis.cz but specifically https://insis.vse.cz/zp/536578), with which the document being checked matches, in the online system interface.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 10
URL link to the document in the static log	Show the entire target link (e.g. not only insis.cz but specifically https://insis.vse.cz/zp/536578) to the document with which the checked document matches in the log generated by the download system.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 8



Preview the text of a found document	If the found similar document is publicly available on the Internet, the system will display the corresponding matching passage from the found document and a minimum of 5 words before and 5 words after the found match from the found document during online browsing.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 10
View the full text of a found document	If a similar document found is publicly available on the Internet, the system will allow the full text of the found document to be displayed with matches marked when viewed online.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 8
Export feedback log	Possibility to export the evaluation file outside the system in a readable format (e.g. pdf, xlsx, docx).	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 7
Recognizing direct quotes	The application detects direct quotations of sources listed in quotation marks and optionally allows them to be excluded from the matching against other sources; matches in marked direct quotations are not included in the final similarity score.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 7
Recognition of Czech citation standards	Ability to recognize bibliographic data according to the ISO 690 citation standard and exclude them from comparison for originality.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 10
Recognition of other citation standards	Ability to recognize bibliographic data according to APA and MLA citation standards and exclude them from comparison for originality.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 7
Support for the offered system	The support of the offered system including the API interface will be provided in 24/7/365 mode using the Knowledge base, which will be regularly updated. In addition, support will be provided via e-mail and on weekdays from 9am to 4pm GMT+1 by telephone. A user manual shall also be available.	<input type="checkbox"/> YES <input type="checkbox"/> NO	Number of points: 7

## Specific requirements for integration into LMS Moodle

Support for LTI 1.3 standard	The supplier supports the integration of the application for document originality checking including AI detection into LMS Moodle using the LTI 1.3 standard, supports the transfer of assessment results from the application to LMS Moodle.	<input type="checkbox"/> YES <input type="checkbox"/> NO  Number of points: 10
LMS Moodle Plugin	The supplier supports the integration of a document originality checking application including AI detection into the LMS Moodle using document originality checking including AI detection. The plugin is available in the Moodle Plugins directory <a href="https://moodle.org/plugins/">https://moodle.org/plugins/</a> .	<input type="checkbox"/> YES <input type="checkbox"/> NO  Number of points: 10
Multi-criteria task evaluation	The system will allow the evaluation of files submitted in LMS Moodle according to multiple optional criteria, with the possibility of creating your own criteria (e.g. according to content, citation practice, etc.). The final grade is calculated by the system based on configurable criteria weights.	<input type="checkbox"/> YES <input type="checkbox"/> NO  Number of points: 10
Exporting the feedback log to LMS Moodle	Assignment grades (grades, points) can be automatically imported into LMS Moodle.	<input type="checkbox"/> YES <input type="checkbox"/> NO  10
Text feedback	The teacher can provide feedback to the author of the document in the form of text displayed next to a specific passage of text.	<input type="checkbox"/> YES <input type="checkbox"/> NO Number of points: 8
Audio/video feedback	The teacher can provide feedback to the author of the document in the form of an audio or video recording that the submitter can play.	<input type="checkbox"/> YES <input type="checkbox"/> NO Number of points: 8

## Section IV - Scope and Schedule of the Public Contract

### **Scope of performance of the public contract:**

The subject of the public contract is the provision of the right to use the system service, deployment and operation of the service, which will provide support for teaching and development of competences of academic integrity, checking the originality of texts, for students and employees of the University of Economics in Prague.

From the new system for checking the originality of academic works integrated with LMS Moodle, the sponsor expects at least the following functionalities:

- Checking the originality of texts produced at VŠE, e.g. qualification theses, professional articles, term papers.
- Importing documents for review can be done automatically, in batch or on a document-by-document basis.
- The originality check is performed by comparison against a sufficiently large and relevant set of online texts (knowledge base).
- Support for the provision of feedback and assessment of written work (from teacher to student), at the level of detailed proofreading of individual sentences and larger units and overall assessment, including grading and written assessment in the Learning Management System Moodle interface.
- Technical and methodological support for integration into VŠE systems (VŠE Validator, Learning Management System Moodle VŠE)
- Provision of export of work inspection results (inspection reports), import into the VŠE systems.
- The system interface for users will be at least in Czech and English, the interface for the administrator can be only in English or only in Czech.

A more detailed specification of the service is in accordance with Annex 2 entitled "Minimum Technical Requirements for the System".

The basic commercial and payment terms and conditions are set out in Annex 5 entitled "Contract Requirements" to these tender documents.

### **Required parameters for the use of the system for checking the originality of academic works in the annual volume:**

The service will be configured for at least 14,000 users of the VŠE.

### **Implementation:**

By implementation, the Contracting Authority means the process that is initiated on the effective date of the Contract and the operation of all required system functions as specified in Section II - Minimum Technical Requirements for the System and Section III - Functional Parameters of the Offered System. The implementation shall include a presentation of the Supplier's system setup to the Contracting Officer's authorized representatives. This presentation shall cover all system features, providing instructions and documentation for these features (possibly in the form of links to documentation available online, instructions in the system interface) and recommending a procedure for testing the features by the Customer. The contracting authority shall then, without undue

delay, start connecting the delivered system to the contracting authority's internal systems at its own expense. The supplier shall provide the necessary assistance to the client during the implementation, especially methodological and technical support. Upon completion of the implementation, the functionality of the connection will be verified, an acceptance protocol will be signed by both the supplier and the client and Phase II - full use of the delivered system will begin. The implementation period, until the signing of the acceptance protocol, is not included in the license validity period.

**The implementation of the service includes:**

- Setting up the authentication of users of the contracting authority by the supplier
- indexing of all information sources, repositories and implementation of functions that were not indexed and configured in the service during the bid submission in the public contract, but were offered by the supplier (especially the repositories of Czech public and state universities), if any,
- technical and methodological support of the client in the integration of the supplier's systems via API into the Validator of the VŠE and connection to the LMS Moodle of the VŠE,
- initial training of users - employees of the client.

### Decomposed bid price breakdown

Year		Price without VAT in CZK or EUR
	Implementation - cooperation in integration, presentation of all functions, handing over documentation	In the price of the subject of performance
1.	Provision of service including training	
2.	Provision of service including training	
3.	Provision of service including training	
4.	Provision of service including training	
5.	Provision of service	
6.	Provision of service	
7.	Provision of service	
8.	Provision of service	
9.	Provision of service	
10.	Provision of service	
Total price excluding VAT in CZK or EUR for 10 years of service:		

The total price for 10 years of service will be indicated on the Tender Cover Sheet and will be subject to evaluation.

### Schedule of performance

Stages	Subject phase	Requirement for a time limit
I.	Implementation and provision of assistance in integration into the internal systems of the contracting authority	commencement within 7 days of the contract coming into force
II.	Start of service provision	within 7 days of signing the acceptance protocol
III.	Duration of service provision	10 years from the start of their provision

The participant shall provide a description of the progress of Phases I and II:

Note: The participant may extend the fields for the description of the individual phases or include them in a separate document.

## Section V - Access data to the offered system for testing purposes

The participant shall provide access data to the offered system:

--

These access details will be valid on the date of submission of the tender.

## Section VI - Participant Declaration

I declare that the offered system fulfils all the required functions within the scope of the offer, that the offer price includes all costs necessary for the complete and quality provision of the service according to the subject of performance and that the offer price is final.

.....  
Signature of the person authorised to represent the participant

### Affidavit of Eligibility

The Supplier, *add participant*, registration number: *add participant*, registered office: *add participant*, postcode: *add participant*, (hereinafter referred to as "**Supplier**"), as a participant in the tender procedure for the public contract titled **System for checking originality and providing feedback on written works**, hereby declares on oath that it meets the eligibility conditions required by the Contracting Authority.

#### **Basic eligibility**

In relation to the basic competence, the tenderer declares that:

- a) has not been convicted of a criminal offence listed in Annex 3 to Act No. 134/2016 Coll., on Public Procurement, as amended, or a similar offence under the law of the country of the supplier's residence in the last 5 years prior to the commencement of the procurement procedure,
- b) has no tax arrears due in the Czech Republic or in the country of its registered office,
- c) does not have any outstanding arrears of insurance premiums or penalties for public health insurance payable in the Czech Republic or in the country of its registered office,
- d) does not have any arrears of social security contributions or penalties payable in the Czech Republic or in the country of its registered office,
- e) is not in liquidation, has not been the subject of a bankruptcy order, has not been placed under receivership under another legal provision or is in a similar situation under the law of the country of the supplier's domicile.

A tenderer which is a legal entity shall also declare that it fulfils the condition referred to in point (a):

- a) that legal person and
- b) each member of the statutory body of the legal entity.

If a legal person is a member of the tenderer's statutory body, the tenderer shall also declare that it fulfils the condition referred to in point (a):

- c) this legal entity,
- d) each member of the statutory body of that legal entity; and
- e) the person representing the legal entity in the statutory body of the tenderer.

A tenderer which is a branch of a foreign legal person shall declare that the condition referred to in point (a) is fulfilled by that legal person and by the head of the branch.

A tenderer that is a branch of a Czech legal entity shall declare that it fulfils the condition under (a):

- f) this legal entity,
- g) each member of the statutory body of the legal entity,
- h) the person representing that legal person in the supplier's statutory body; and
- i) branch manager of the plant.



**Professional competence**

In relation to professional competence, the tenderer declares that:

is registered in the commercial register or other similar register if another legal regulation requires registration in such a register.

Reference to the commercial register/other similar records: **Please provide the url of the extract from the commercial register (see <https://justice.cz/>)**

*V Place - to be completed by the participant*

*Name of participant - to be completed by the participant*

*Name and position of the person authorised to represent the participant*

*(electronic signature)*

.....



## 14 ANNEX 3 - REFERENCE CONTRACTS

Demonstration of technical qualifications in accordance with Article 5.3 of these tender documents.

Reference Order No. 1	
<b>Customer's identification data</b>	
Business name:	Please indicate the business name / company name
Headquarters:	Indicate the seat
ID:	Please enter your registration number
Contact person:	Please provide the name of the contact person
Phone:	Please indicate the telephone number of the contact person
E-mail:	Please provide the e-mail address of the contact person
<b>Reference contract identification data</b>	
Name of the implemented contract:	Please indicate the name of the implemented contract
A brief description of the subject matter of the contract, from which it will be clear beyond doubt that the requirements of the reference contract are met:	Please provide a description of the completed order
Contract price in CZK or EUR without VAT:	Specify the price of the completed contract in CZK without VAT
Contract execution date:	Indicate the month and year of implementation
A minimum of 5,000 end users (i.e. students and teachers) were served	Select from the options YES / NO

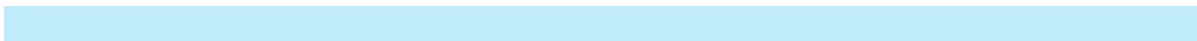
Reference order No 2	
<b>Customer's identification data</b>	
Business name:	Please indicate the business name / company name
Headquarters:	Indicate the seat
ID:	Please enter your registration number
Contact person:	Please provide the name of the contact person
Phone:	Please indicate the telephone number of the contact person
E-mail:	Please provide the e-mail address of the contact person
<b>Reference contract identification data</b>	
Name of the implemented contract:	Please indicate the name of the implemented contract
A brief description of the subject matter of the contract, from which it will be clear beyond doubt that the requirements of the reference contract are met:	Please provide a description of the completed order
Contract price in CZK or EUR without VAT:	Specify the price of the completed contract in CZK without VAT
Contract execution date:	Indicate the month and year of implementation
A minimum of 5,000 end users (i.e. students and teachers) were served	Select from the options YES / NO

**Reference order No 3****Customer's identification data**

Business name:	Please indicate the business name / company name
Headquarters:	Indicate the seat
ID:	Please enter your registration number
Contact person:	Please provide the name of the contact person
Phone:	Please indicate the telephone number of the contact person
E-mail:	Please provide the e-mail address of the contact person

**Reference contract identification data**

Name of the implemented contract:	Please indicate the name of the implemented contract
A brief description of the subject matter of the contract, from which it will be clear beyond doubt that the requirements of the reference contract are met:	Please provide a description of the completed order
Contract price in CZK or EUR without VAT:	Specify the price of the completed contract in CZK without VAT
Contract execution date:	Indicate the month and year of implementation
A minimum of 5,000 end users (i.e. students and teachers) were served	Select from the options YES / NO



## 15 ANNEX 4 - DECLARATION OF SUBCONTRACTORS

DECLARATION OF SUBCONTRACTORS	
NAME OF THE PUBLIC CONTRACT	"The system for checking the originality and providing feedback on written work"
PUBLIC SERVICE CONTRACT AWARDED UNDER AN OPEN PROCEDURE WITH AN ABOVE-LIMIT PROCEDURE PURSUANT TO ACT NO. 134/2016 COLL., ON PUBLIC PROCUREMENT	

<b>Supplier:</b>	COMPLETED by the supplier
<b>ID NUMBER/ID NUMBER:</b>	COMPLETED by the supplier
<b>Headquarters:</b>	COMPLETED by the supplier
<b>Represented by:</b>	COMPLETED by the supplier

as supplier of the public contract "**System for checking the originality and providing feedback on written works**"

hereby declares that it will implement the above-mentioned public contract through the following subcontractors; in the case of implementation of the public contract without a subcontractor, it will be explicitly stated "**without a subcontractor**":

Name of subcontractor	Registered office, place of business, registration number, contact details	Specification of subcontracting activities	Share of activity in the value of GA (%)

In ..... on .....

.....

signature of the supplier

## 16 ANNEX 5 - CONTRACT REQUIREMENTS

The contracting authority reserves the right to negotiate the draft contract in accordance with the provisions of Sections 124(4) of the ZZVZ.

The bidder shall submit a draft service contract as part of the bid, which shall include at least the following items or contractual provisions.

In the event of any ambiguity or difference between the tender documents or any other document prepared by the Contracting Authority and the draft service contract (or any other document prepared by the Participant), the Contracting Authority's document or provision shall prevail.

The draft service contract must be balanced and the individual provisions must not be non-standard or significantly disadvantageous to the contracting authority from the point of view of normal commercial practice. The contracting authority excludes contractual penalties in excess of those contained in these binding commercial requirements.

The introductory provisions of the contract will include information that the contract will be co-financed from the European Union funds within the project supported by the Ministry of Education and Science within the Operational Programme Jan Amos Komenský (hereinafter referred to as "**OP JAK**"), from the Call No. 02\_23\_023 "ERDF Call for HEIs - Quality", announced by the Ministry of Education and Science, within the project with reg. no. CZ.02.02.01/00/23\_023/0008933. In the draft contract, the participant must undertake to include the above-mentioned identification data of the OP JAK and the supported project in all communications with the contracting authority.

### **Selected contractual provisions that must be included in the contract:**

1. Definition of the scope of services provided:
  - 1.1 The scope of services shall be in full compliance with the requirements of the Employer as set out in Annex 1 of the Tender Form in Section II - "Minimum System Requirements" of the tender documentation and the Supplier's tender.
  - 1.2 The scope of services shall also be in accordance with Annex 1 of the Bid Form in Section III - "Functional Parameters of the Offered System", to the extent specified in the Supplier's bid.
  - 1.3 The definition of the scope of services will also include any territorial or other limitations (e.g. number of users, managed documents, etc.), but to the extent that they meet the requirements of the client specified in the tender documentation - it is not possible to set territorial limitations for the Czech Republic and reduce the number of users, documents and other functional parameters below the limits required in this ZD.
  - 1.4 The services must also include the standard provision of all licenses or other licensing permissions that are customary within SaaS so that the customer is not limited in the proper and uninterrupted use of the service.
2. Price for the provision of services - corresponding to the supplier's offer (all prices must be in CZK or EUR).
  - 2.1 The price will be quoted for the provision of the license including technical support and training.

- 2.2 Any possibility of an increase in the price for a year of operation will transpose a reserved change in the commitment, limited to a maximum of 5% of the licence price in the previous year and not exceeding cumulatively 130% of the original licence price.
3. Invoicing terms for the provision of software operation services
- 3.1. The price for the 1st - 4th year of service provision, including implementation and training, will be invoiced in advance as a subscription fee, always for a period of one year by a separate invoice, on which it will be indicated in case of receiving support: co-financed by the European Union project with reg. no. CZ.02.02.01/00/23\_023/0008933.
- 3.2. The first invoice will be issued on the date of commencement of the services and in subsequent years the invoice will be issued on the anniversary of the commencement of the services for the duration of the contract. The Employer will initially pay the implementation price including the subscription fee for the provision of the licence for the 1st year of operation of the system, based on a mutually executed Handover Report confirming the completion of Phase I and commencement of Phase II as prescribed in the Tender Form in Section IV - Scope and Schedule of the tender.
- 3.3. Further subsequent invoicing for the provision of the licence, including the subscription fee for the provision of the licence for each additional year of operation of the system, will be carried out, as a rule, on an annual basis, on the date of issue of the relevant invoice - tax document, on the anniversary date of the Handover Protocol.
- 3.4. The Supplier will be obliged to issue an invoice for a shorter period of time than 1 year, in months, at the request of the Contracting Authority. The price must then correspond to the time period in question so that the 12 months in total correspond to the price for the year.
4. Invoices - tax documents, including attachments, will be delivered by the contractor electronically to the data box or handed over to the contracting authority in paper form in 2 (in words: two) copies and will contain the following data:
- the name and registered office of the authorised and obliged person,
  - The ID number and VAT number of the contracting parties,
  - contract number,
  - invoice number,
  - the date of issue of the invoice - tax document, the due date and the date of taxable performance,
  - the name of the financial institution and the account number to which the contracting authority is to pay,
  - the invoiced amount excluding value added tax (tax base),
  - marking of the action " System for checking originality and providing feedback on written works", and in case of receiving support, the indication "the action is co-financed by the European Union within the project supported by the Ministry of Education and Science within the framework of the OP JAK, from the Call No. 02\_23\_023 "ERDF Call for HEIs - Quality", announced by the Ministry of Education and Science, within the project with reg. no. CZ.02.02.01/00/23\_023/0008933 ,
  - stamp and signature of an authorised person of the supplier,
  - constant and variable symbol for payment,

- all other data required by legal and accounting regulations, in particular Act No. 563/1991 Coll., on Accounting, as amended, Act No. 235/2004 Coll., on Value Added Tax, as amended, and Act No. 586/1992 Coll., on Income Taxes, as amended.
4. Invoice due date - will be a minimum of 21 calendar days. In the event that the relevant invoice - tax document contains incorrect or incomplete data or requirements or the conditions for its issue are not met, the contracting authority is entitled to return the invoice - tax document to the supplier until the date of its contractual due date. Depending on the nature of the deficiencies, the supplier shall correct the invoice or issue a new invoice. On return of the invoice/tax document, the original due date shall cease to run, with the original due date starting again from the date of delivery of the corrected or new invoice/tax document
  5. The provision that the contract shall be governed by and construed in accordance with the laws of the Czech Republic, excluding conflict of laws rules. Any disputes arising out of these terms and conditions shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction in the Czech Republic. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
  6. Access to the service provider's materials, in particular to the documentation of the operating software:
    - 6.1 The Supplier is obliged to provide complete user documentation for the software and to update it in case of software updates.
    - 6.2 The Contracting Authority is entitled to download, print or copy this documentation for its internal use.
  7. Contact person for technical and business communication regarding implementation services.
  8. Data protection provisions
    - 8.1 the contract will include a contract on personal data processing containing the elements corresponding to the requirements of the GDPR (The personal data of users in the system will be processed in accordance with Act No. 110/2019 Coll., on the protection of personal data and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, known as the GDPR (General Regulation)
    - 8.2 the contract shall specify the technical and organisational measures on the part of the supplier to ensure the protection of personal data
  9. Contract duration and early termination options:
    - 9.1 The contract will be negotiated for a definite term, in the part of the system implementation until the supplier's commitment is fulfilled, and in the part of the system licensing for 10 years from the date of the Handover Protocol, following the handover of Phase I.
    - 9.2 The contract shall provide for a notice period of 3 months on the part of the contracting authority and 18 months on the part of the supplier; both parties shall be entitled to terminate the contract after the first 4 years of operation of the software at the earliest.



- 9.3 In the event of termination of the contract other than on the anniversary date of the commencement of full operation of the software, the Supplier shall refund the overpayment in the amount of the pro rata portion of the service (license) fee paid.
10. The possibility of withdrawing from the contract in the event of a gross breach of contract by the other contracting party (this provision must not be drafted to the disadvantage of the contracting authority).
- The contracting authority will be entitled to withdraw from the contract if:
- a) the Supplier is more than 10 (in words: ten) days late in performing individual obligations under the Contract,
  - b) the Supplier repeatedly, more than 3 times, breaches any of its obligations or any duty specified in the Contract,
  - c) a decision will be made to dissolve the supplier with liquidation in accordance with the provisions of Section 187 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended,
  - d) the Supplier becomes bankrupt within the meaning of Act No. 182/2006 Coll., on Bankruptcy and Methods of its Resolution (Insolvency Act), as amended,
  - f) for reasons beyond the control of the contracting authority, it is not possible to fulfil the subject-matter of the contract properly and on time,
  - h) repeatedly by the supplier in the performance of the contract. more than 2 times, violates legal and other generally binding regulations and standards.
11. Service guarantees
- 11.1 the Supplier's commitment to take all reasonable measures to ensure that the Service is free of viruses, spyware or any other malware,
  - 11.2 a commitment by the supplier that the service will conform to the documentation provided,
  - 11.3 an undertaking that any defects in performance or malfunctioning of the system preventing proper use will be corrected within 3 working days from the date of the written complaint by the contracting authority,
  - 11.4 in case of unavailability of the service for more than 3 working days per month, the contracting authority has the right to demand an aliquot part of the paid licence price for the period of unavailability of the provided service.
12. Provisions for the protection of the contracting authority against claims by third parties for infringement of intellectual property in connection with the services provided.
13. The contract will be concluded in accordance with the legal system of the Czech Republic, any disputes arising from the contract will be settled by Czech courts.
14. These provisions:
- 14.1 If the Supplier uses a third party to fulfil the obligation or part thereof, it shall notify the Employer in writing in advance of the basic identification data of the third party; the Supplier shall notify the relevant changes in the position of the subcontractor without undue delay after becoming aware of such change.
  - 14.2 The Supplier declares that no illegal work is or will be carried out by the Supplier, and in particular that all dependent work carried out by natural persons is and will be carried

out in the basic employment relationship. The Supplier also declares that, if the relevant work is or will be performed by foreign natural persons on the basis of the relationship with the Supplier, it is or will be performed in accordance with the employment permit issued and in accordance with the long-term residence permit for employment in special cases (green card) issued in accordance with special legislation or in accordance with the blue card. The Supplier undertakes to ensure that its declarations referred to in the provisions of this paragraph of the Contract shall remain true throughout the duration of this Contract.

14.3 The Supplier declares that:

a) no employee of the contracting authority or member of the project implementation team or person who participated in the preparation or award of the tender on the basis of a contractual relationship was involved in the preparation or award of the tender,

(b) the supplier's tender has not been prepared by an association of the supplier and a person who is an employee of the contracting authority or a member of the implementation team or a person who has been involved in the preparation or award of the procurement procedure in question on the basis of a contractual relationship,

a

(c) the subcontractor (sub-subcontractor) under the contract is not an employee of the contracting authority, a member of the implementation team or a person who has participated in the preparation or award of the contract on the basis of a contractual relationship.

14.4 The Contracting Authority requires the Supplier and its subcontractors to carry out their activities in accordance with the International Labour Organisation (ILO) Conventions adopted by the Czech Republic.

The Supplier undertakes to comply with at least the following basic performance standards:

-Convention 87 on Freedom of Association and Protection of the Right to Organise

-Convention 98 on the right to organise and bargain collectively

-Treaty No. 29 on forced labour

-Treaty No. 105 concerning the Abolition of Forced Labour

-Treaty No 138 on minimum age

-Convention No. 182 on the worst forms of child labour

-Equal Remuneration Convention No. 100

-Convention 111 on discrimination in employment and occupation

-Convention No 155 concerning the safety and health of workers and the working environment

The contractor and its subcontractors are responsible for ensuring that all employees working on the contract have the legal right to work at the place of work and that their employment complies with the law.

The Supplier and its subcontractors must ensure equality and fair and dignified treatment of all their employees, while encouraging diversity, innovation and fairly rewarding their employees. Discrimination against employees of any kind is strictly prohibited. The Supplier also undertakes not to make any offers of employment to existing employees of the Employer. Furthermore, the Supplier and its subcontractors are expected to

respect fundamental human rights, including compliance with the Universal Declaration of Human Rights and the European Convention on Human Rights.

If the Contracting Officer becomes aware that the Contractor or its subcontractors are not in compliance with the above regulations, the Contractor shall correct such deficiencies and complete performance under this Contract in accordance with such requirements. Any potential costs associated with this obligation shall be the responsibility of the Contractor.

In the event of a violation of the above obligations, the supplier is obliged to pay the contracting authority a contractual penalty of CZK 3,000 for each day of a continuing violation of its obligations.

- 14.5 Pursuant to the provisions of Section 2(e) and Act No.320/2001 Coll. on financial control in public administration and on amendments to certain acts (Act on financial control), as amended, the supplier is a person obliged to cooperate in the performance of financial control. In this case, the contractor shall be obliged to carry out all cooperation with the financial control. The Contractor undertakes to keep all documents and documents necessary for the proper control of the use of State budget funds for at least ten (10) years after the termination of the contract. The Contractor undertakes to commit its subcontractors to this obligation in the contract.
- 14.6 The Parties acknowledge that this Agreement requires publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended, and agree to such publication. The full text of the contract, including all its annexes, will be published. The Contracting Authority will ensure that the contract is sent to the Register of Contracts as soon as it enters into force. At the same time, the contracting authority undertakes to inform the contractor of the registration of the contract by sending the contractor a copy of the confirmation of the administrator of the register of contracts on the publication of the contract without undue delay after receiving the confirmation itself, or by filling in the appropriate box with the data box ID of the contractor in the accompanying form when registering the contract (in this case, both parties will receive the confirmation from the administrator of the register of contracts on the registration of the contract at the same time).
- 14.7 The Contract shall enter into force on the date of signature by both Parties or persons authorised to represent the Parties and shall become effective on the date of publication in the Register of Contracts.
- 14.8 Amendments to the contract must always be made in accordance with the rules for amending obligations under a public procurement contract pursuant to Act No. 134/2016 Coll., on public procurement, as amended

## 17 ANNEX 6 SAMPLE EXAMPLE FOR A PROCUREMENT PROCEDURE

Text of a qualification thesis from the repository of a Czech university, defended between 2013 and 2023

Ve výzkumném souboru výrazně převažovali respondenti, kteří uvedli, že jsou s organizací života v domově mládeže spokojeni, či velmi spokojeni. Významná část respondentů (16,11 %) neprojevila názor a menší část se vyjádřila, že jsou spíše nespokojeni (12,78 %), nebo velmi nespokojeni (1,67 %). Vážený průměr 2,3 je příznivý, ale část respondentů se vyjádřila, že by uvítali delší vycházky a prodlouženou večeřku.

Text from the free internet

The Annual General Meeting is composed of an assembly of all Members and it is the supreme body of ENAI. It is held once a year: typically together with the annual conference. The AGM discusses the activity of ENAI for the previous calendar year, adopts a budget for the following calendar year, accepts the principles of activities for the following calendar year, elects and dismisses the Board and the Auditing Group, and adopts other decisions of fundamental importance for ENAI's existence and activities.

Wikipedia - literal version

V tomto období se mnoho filozofů rozhodlo spojit svou kariéru právě s aplikovanou etikou. Vznikla řada publikací, které se věnovaly filozofickému uvažování o povaze a předmětech aplikované etiky. Tyto publikace bez výjimky přispěly k tomu, aby se aplikovaná etika etablovala jako vědecká disciplína. Filozofové vnímali aplikovanou etiku jako pokus o implementaci všeobecných morálních norem a univerzálních etických teorií s cílem objasnit praktické problémy a tím přispět k jejich řešení. Teorii, argumenty a analýzu vnímali jako nástroje, které mohou být použity k přezkoumání morálních problémů. V dnešní době dochází k transformaci tohoto názoru: Teorie a principy musí být doplněny o vzorové případy, empirická data, hodnoty a situačnost.

Wikipedia - replaced words

K etice autonomie patří také etika Kantova. Autonomie znamená, že mravní autorita není dána zvnějšku, ale vychází z člověka. Podle Kanta je touto sebeurčující autoritou rozum, který stanoví mravní zákony, platící nepodmíněně. Takovým zákonem je kategorický imperativ. Jednej tak, aby zákony tvého jednání se mohly stát principem všeobecného zákonodárství. Kategorický imperativ je dán sám sebou, není třeba ho prokazovat, mluvíme o mravní apriori. Mravní zákon se projevuje také jako povinnost. Ta podle Kanta rozhoduje o morálně dobrém, které musí být vždy ve shodě s povinností. Naopak sklony a smyslové impulsy, stojí-li proti povinnosti, zapřičiňují jednání nemorální.

Scientific journal article available in VŠE resources, freely available on the Internet

However, budgeting remains an essential part of corporate governance despite these critical voices and opinions, which might be proved by the reality of today's companies and by conducted studies. For example, Libby and Lindsay (2010) reported that respondents to their questionnaire still considered budgeting an essential means for implementing strategy. According to them, the question is not whether traditional or "Beyond Budgeting" is better for a company's success; to move the budgeting research agenda forward, it is necessary to utilise both approaches.

Scientific journal article available in VŠE resources, not freely available on the Internet

To address the challenges of the complex dynamic structure of ARDL models, Jordan and Philips (2018) recently proposed the dynamic ARDL model. This approach is a flexible procedure which allows the dynamic simulation of various ARDL models. Rather than adopt the conventional hypothesis testing of parameter estimates, dynamic simulations report the significance of the results via counterfactual scenarios. The approach is able to estimate, simulate and plot the changes in the explained variable due to changes in an independent variable, *ceteris paribus*. This novel method can estimate and simulate changes in the dependent variable that are due to a regressor, *ceteris paribus*. Due to its ability to improve the robustness of the conventional ARDL model, the dynamic ARDL model is employed in this paper.

ChatGPT - English

Academic ethics refers to the principles and standards that govern the behavior of individuals engaged in academic pursuits, ensuring the integrity, fairness, and credibility of scholarly activities. It encompasses a wide range of values and practices designed to uphold honesty, respect, and accountability in learning, teaching, research, and the dissemination of knowledge. Central to academic ethics is the commitment to truth and the avoidance of misconduct, such as plagiarism, cheating, fabrication of data, and falsification of research findings. These unethical behaviors undermine the trustworthiness of academic work and the credibility of institutions. Academic ethics also emphasizes respect for intellectual property, requiring proper citation and acknowledgment of the contributions of others. Additionally, it involves the ethical treatment of human and animal subjects in research, ensuring that studies are conducted with fairness, consent, and sensitivity to welfare. In teaching, academic ethics guides educators to treat students equitably, foster inclusive learning environments, and provide honest evaluations of student performance. For students, it entails a responsibility to engage in their studies with integrity, avoiding dishonest shortcuts and taking ownership of their learning. Beyond individuals, academic ethics extends to institutions, which are tasked with creating policies and frameworks to promote ethical behavior and address violations transparently and justly. By adhering to these principles, the academic community cultivates an environment where knowledge can flourish, fostering public trust in education and research. In a broader sense, academic ethics is foundational to the pursuit of excellence and innovation, as ethical practices enable collaboration, constructive critique, and the continuous advancement of knowledge. It is a cornerstone of intellectual integrity, shaping not only individual character but also the credibility and impact of academic contributions in society.