



**Contract proposal no. PPR-12120/ČJ-2013-990656**

entered into pursuant to Act No. 513/1991 Coll., the Commercial Code,

as amended (the "Commercial Code"), (hereinafter referred to as "the Contract")

**I. CONTRACTING PARTIES**

**Contracting Authority:**

**Czech Republic - Ministry of the Interior**

Location: Nad Štolou 936/3, 170 34 Praha 7  
Address: Policejní prezidium ČR, Správa logistického zabezpečení  
P.O.BOX 6, 150 05 Praha 5

Company Identification No: 00007064

Tax Identification No. CZ00007064

Represented by: Ing. Stanislav Loskot, Deputy director of the logistic support of the  
Police Presidium of the Czech Republic

Bank: Česká národní banka, Praha 1

Account number: 5504881/0710

(the "Contracting Authority")

and

**Contractor:**

???

Location:

IN:

TIN:

Represented by:

Bank:

Account number:

Contact person:

E-mail:

Telephone:

Fax:

Registered in the Commercial Register of the

(hereinafter referred to as "Contractor")

concluded on the basis and in accordance with public procurement entitled "Development of consolidated IT infrastructure of Police of Czech Republic- Backup centre," which was published on the profile of the Contracting Authority Softender under reference number PPR-

12120/ČJ-2013-990656 on the ... of ...???, in the frame of which the bid of the Contractor was evaluated as the most convenient, this contract.

## **II. OBJECT OF THE CONTRACT**

1. The contract includes delivery, installation and commissioning of consolidated IT infrastructure of Police in the Backup centre.
2. The subject of performance is specified in Annex 1 - Technical specifications for the project "Development of consolidated IT infrastructure of Police prezidium of the Czech Republic - Backup centre" (hereinafter referred to as "Annex 1") thereof, which is an integral part.

## **III. TERMS OF DELIVERY**

1. Under this contract, the Contractor agrees to deliver under the conditions agreed for the Contracting Authority the goods specified in Annex 1 of the contract and to transfer ownership of the goods to the Contracting Authority.
2. Contractor agrees to execute transactions in accordance with applicable regulations and other standards related to the subject matter of the public contract. The subject of performance will be implemented properly and on time without factual and legal defects.
3. Contracting Authority agrees to pay for the subject the agreed price under the terms of the contract.
4. The place of performance is the Police Headquarters, Department of Informatics and Information Technology Operation of the Police of Czech Republic, Bubenečská 20, Praha 6.
5. Delivery of goods purchased and putting into full operation will be conducted within 3 calendar months from contract signature by both parties. Contracting Authority is entitled to use the subject matter of the date of its receipt.
6. In place of the installation the routine inspection will be completed after installation and activation by acceptance protocol. Delivery shall be deemed to be met if there are not listed in the acceptance report any defects and the delivery will allow the subject the proper operational use. Contracting Authority in the acceptance protocol explicitly indicate whether the subject of the transaction meets the technical parameters or not. Contracting Authority is required to specify the parameters that by its control of the delivered goods are not met and will list them in the acceptance report as found defects. Minor defects and outstandings not threatening operation will be written in the acceptance protocol and Contractor will remove them free of charge on the agreed date. Troubleshooting specified in the acceptance report must be confirmed by a separate annex to the acceptance certificate signed by an authorized representative of Contracting Authority to take over the subject and by a representative of the Contractor authorized to act on technical matters. The proof of fulfilment of the contract is signed acceptance certificate by an authorized person of the Contracting Authority, which does not list any defects and outstanding works, eventually it indicates that the defects and outstanding works are removed, and on the basis of the signature of such an acceptance certificate by the representative of the Contracting Authority the Contractor has the right to invoice to the Contracting Authority the price of purchase consideration.
7. Persons authorized to act on technical matters:  
for the Contractor:

for the Contracting Authority:

Ing. Robert Beneš, tel. 974835926

8. The Contracting Parties undertake to provide all necessary cooperation to fulfil the purpose of the contract.
9. Contractor will work during the performance of the Contract with due diligence, to the best knowledge and skills to monitor and protect the legitimate interests of Contracting Authority, and act in accordance with his instructions or with instructions of its managers.

#### **IV. PRICE AND PAYMENT TERMS**

1. Total price of delivery is???,-- CZK without VAT, ???,-- **CZK incl. VAT** (in words: of Czech Crowns), VAT is 21 %. Detailed calculation of the total price is given in Appendix 2 Detailed calculation of the total price of the contract, which is an integral part.
2. Payment for performance under the contract will be carried out via bank transfer to the account of the Contractor on the basis of an invoice issued by the Contractor within 15 calendar days from the date of the acceptance certificate signed by both parties, which does not list any defects and outstanding works, or it indicates that defects and outstanding works have been removed in accordance with Article III. paragraph 6 of this contract.
3. Invoices must meet all requirements under Czech law, in particular requirements of the invoice provided for in § 29 of Act No. 235/2004 Coll., The Value Added Tax, as amended, and business documents specified in § 13a of the Commercial Code. In addition to these requirements, the invoice will include identification (invoice), contract number, designation of bank account of the Contractor, date of issue, name and address of the Contractor, of the Contracting Authority (Ministerstvo vnitra ČR, Nad Štolou 936/3, 170 34 Praha 7) and of the recipient of the invoice (Policejní prezidium ČR, P.O.BOX 6, OMTZ, 150 05 Praha 5), price without value added tax, the amount of value added tax will be rounded up to the top ten hellers. Each invoice will be drawn up in two copies (original + 1 copy).
4. The invoice must contain the information that the project is financed by the Swiss-Czech Cooperation Programme (including the use of logos), the name of the project "Development of consolidated IT infrastructure of Police of Czech Republic- Backup centre" and the registration number of the project 7F-08094.01 CH-29.
5. Together with the invoice Contractor will supply copies of delivery notes and acceptance certificate signed by the authorized representatives of the Contracting Authority.
6. The invoice is due within 30 calendar days from the date of its demonstrable delivery to the Contracting Authority at the address specified in the contract. The invoiced amount shall be deemed paid upon the sums will be debited from the bank account of the Contracting Authority under the contract to the bank account of the Contractor on the invoice.
7. Contracting Authority is entitled to the due date to return without payment to the Contractor an invoice that does not contain requirements established by contract or invoice that contains incorrect prices or not received in the required number of copies, indicating the reason for the return. Contractor in the case of the returned invoice shall within 10 working days of receipt of the returned invoice correct the invoice or prepare a new invoice. By authorized return of the invoice due date shall cease to run. The new deadline in the original length of maturity runs again from day of delivery of the corrected or newly issued invoice to the Contracting Authority. The invoice shall be deemed returned by the due date, if sent within this period, it is not necessary to be at the same time delivered to the Contractor, who issued it.

8. Payments will be made in Czech Crowns based on the submitted invoice.
9. The Contracting Authority does not pay any advance payments.

## **V. WARRANTY AND SERVICE CONDITIONS**

1. Contractor shall provide to the supplied hardware equipment warranty in length, which is specified in the tables in Appendix 1.
2. Contractor also guarantees customer service in a period of 3 years from the date of expiry of the warranty period specified in Appendix 1, in combination of critical service and 24 x 7.
3. The requirement for servicing apply warranty holder - a representative of the Contracting Authority authorized to act on technical matters – in the case of the defect delivery, in writing, by letter or fax, or by telephone, followed by written confirmation to the contact address provided of service workplace of the Contractor.
4. Service work will be performed at the installation site.
5. Transportation of claimed and loaned equipment back and forth will ensure the Contractor at its expense and risk.
6. Contractor guarantees a full refund of faulty hard disk drives (HDD) during the warranty period without the right to return them in accordance with the requirements specified in the table. in Appendix 1.

By the term "hard disk" is meant recording storage device known as a HDD (Hard Disk Drive) or hard disk, which is in the estimated delivery included both in servers, and particularly in the expansion disk array, where it is the basic unit.

7. Contractor guarantees free consultation to all the devices on offer.
8. Contractor warrants that the subject matter of the contract will be in accordance with the Commercial Code and the requirements of the Contracting Authority listed in Appendix 1 of this contract, i.e. in particular, that the goods will be after the warranty period (according to Annex 1 of the Treaty) eligible for the agreed use, otherwise the usual purpose and that preserves agreed otherwise normal properties.

## **VI. TERMS AND FINES**

1. Contractor is entitled to require at the Contracting Authority statutory interest on arrears for non-compliance of due date of invoice.
2. Contracting Authority is entitled to ask for the Contractor a penalty for failure to meet the deadline for completion pursuant to Article III, paragraph 5 of the contract and the deadline to correct the deficiencies and defects of the subject of performance for each deficiency and for each defect, at the rate of 0.05% of the total price of the subject of performance without value added tax for each day of delay.
3. Interest and penalty shall be payable within 30 calendar days from the date on which the liable party received a written invitation to the payment of the authorized one and the authorized one will receive payment to the account specified in the written notice.
4. Contractual penalties may be combined (i.e., the application of any penalty does not preclude the simultaneous application of any other penalty). The provisions of the contractual penalty does not affect the right of the authorized party to compensation in full.

## **VII. INDEMNITY**

This contract does not allow the limitation of liability, damages and penalties stated in the specifications, even if it is for the breach set a contractual penalty. It shall not be nor any arrangement that would restrict in advance the amount of damages that may be in breach of contract foreseen.

## **VIII. WITHDRAWAL**

1. Contractor may withdraw from the contract if the Contracting Authority is in delay with the payment of the invoice for more than 30 calendar days.
2. Contracting Authority may withdraw from the contract especially in the event that:
  - a) Contractor will delay the delivery of the object of performance under Article III, paragraph 5 of the contract by more than 30 calendar days,,
  - b) Contractor fails to comply with the warranty and service conditions in accordance with Article V of the contract,
  - c) in respect to the Contractor the insolvency proceedings is led in which the decision on bankruptcy was presented, if legally permissible,
  - d) insolvency proposal was rejected because the Contractor's property is insufficient to cover the costs of the insolvency proceedings,
  - e) Contractor enters into liquidation,
  - f) in the cases provided for in Article XI of this contract.

## **IX. DUTIES AND RIGHTS OF THE CONTRACTING AUTHORITY**

1. Contracting Authority is required to allow the access of workers of the Contractor after reporting the failure to the given device and so it was not impossible for the Contractor to fulfil their contractual obligations pursuant to Article V of this Contract. If it happens so, it will adequately extend the time for service.
- a) Confirmation of delivery documents by the Contracting Authority shall contain the following information
- b) Signature clause containing a legible name and last name,
- c) amount and type of the delivered goods,
- d) signature of the authorized person.

## **X. OBLIGATIONS OF THE CONTRACTOR**

1. Contractor is obliged to provide information about the project co-financing from the Swiss-Czech Cooperation (including the use of the logo) in all promotional events for the project, at a media presentation on the project and on all printed, electronic and audio-visual materials related to the project.
2. Contractor must retain the documents for a period of 10 years, min. to 2024 and is obliged to allow authorized inspection bodies in accordance with Article XII of this contract to check the relevant documentation with the Contractor after the period specified above.

3. Contractor shall submit to the Contracting Authority all documents in accordance with § 147a paragraph 4 and 5 of Act No. 137/2006 Coll., Public Procurement, as amended (the "Act"). As for the case of failure to present these documents Contractor acknowledges that, in accordance with § 120a of Act, he committed an administrative offense with all the consequences resulting therefrom.

## **XI. INTEGRITY CLAUSE**

1. Contractor in his offer stated that the offer has been prepared in accordance with the principles of free competition, fair trading and impartiality of the Contractor. If objectivity in performing the contract expired, he must immediately inform in writing the Contracting Authority.
2. Contractor shall at all times act impartially in accordance with the code of conduct of its profession. The Contractor must not make any public statements about the project or services without the prior written consent of the Contracting Authority. The Contracting Authority shall not in any way bound without prior written consent.
3. For the duration of the contract the Contractor and its staff and experts, who have other than employment relationship to the contractor, will respect human rights and undertake to respect the political, cultural and religious mores of Czech Republic.
4. Contractor may not accept any payment connected with the contract other than that provided for therein. Contractor and its employees and experts who are in a non-employee relationship, must not exercise any activity or receive any advantage that is not in accordance with their obligations to the Contracting Authority.
5. Contractor, and its employees and experts who are in a non-employee relationship are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received are confidential.
6. All outputs and reports collected, compiled and processed by the Contractor in performance of the contract are the exclusive property of the Contracting Authority.
7. Contractor will avoid any relationship that might compromise his independence or that of its employees and other experts. If the Contractor ceases to be independent, the Contracting Authority may, regardless of damages, to withdraw from the contract in the sense of Art. VIII of this contract without the Contractor having any claim for reimbursement of expenses incurred by it.
8. In the case it is found that the Contractor in the process of allocation of public contract or during performance of the contract committed the infringement, such as corrupt, fraudulent or coercive practices, the Contracting Authority may withdraw from the contract pursuant to Article VIII of this contract with the effects of withdrawal on the effective date in accordance with Article XIII, point 1 thereof. For the purposes of this provision, corrupt, fraudulent or coercive practices such means offer of a bribe, gift, reward or commission to any person as an inducement or to endanger or threaten any injury done to, or refraining from such action, which could affect the awarding of a public contract or the implementation of a contract already concluded.
9. Contracting Authority is also entitled to withdraw from the contract by Art. VIII of this contract in the case of unusual commercial expenses. Such unusual expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract, commissions remitted to a tax haven or commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

## **XII. INSPECTIONS AND AUDITS**

1. Contractor will enable the Contracting Authority, grantor (Ministry of Interior) or other relevant institutions (Ministry of Finance, etc.) to verify the implementation of the project by examining the documents or on-site performance, and if necessary conduct a full audit on the basis of supporting documents for the accounts, accounting documents and all other documents relating to the financing of the project. These inspections may take place up to 10 years after the final payment.
2. Contractor agrees to provide reasonable access for representatives of the Contracting Authority, the representatives of the Swiss party represented by SECO (State Secretariat for Economic Affairs) and SDC (Swiss Agency for Development and Cooperation), representatives of the Swiss Embassy in the Czech Republic, representatives of the grantor, the representatives of the NKJ-MF (National coordination unit of the Ministry of Finance), audit body or other competent supervisory authorities to sites and locations at which the contract is performed, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access to these representatives will be allowed on the basis of confidentiality with respect to third parties. Contractor shall ensure that documents are easily accessible and filed so as to facilitate review.
3. Contractor agrees that the above-mentioned rights of audit institutions to carry out audits, checks and verifications will be equally applicable, under the same conditions and with the same rules, to any subcontractor or any other party that has benefited from the funds provided under this contract.

## **XIII. FINAL PROVISIONS**

1. The contract comes into effect on the date of its signing by both parties.
2. Contract shall be governed by the laws of the Czech Republic. The rights and obligations not modified by the contract shall be governed by the relevant legislation.
3. Both Parties agree to make every effort to amicably resolve any disputes that arise during the performance of this contract.
4. If a dispute arises, the parties are obliged to inform each other in writing of its opinion on the dispute and the solution that they consider possible. If either Party deems it useful, the parties shall meet and attempt to resolve the dispute. Each party is required to respond to a request for amicable settlement within 30 days of receiving the request.
5. All disputes arising under this contract or in connection with it, which cannot be settled amicably, shall be submitted exclusively to the jurisdiction of the courts of the Czech Republic in the application of the laws in force in the country.
6. Any changes or additions to the contract can only be identified numerically by written amendments to the contract signed by both parties.
7. Contractor without the prior express written consent of the Contracting Authority shall not transfer any rights or obligations arising under the contract to any third party.
8. Contractor agrees without any objection with the publication of his identity and other data referred to in the contract, including the price of the goods.

9. This contract is executed in 5 copies, each with a validity of an original, four of which will receive after their signature the Contracting Authority and one Contractor.
10. The contracting parties declare that they have read this contract, agree with its content and that it was drawn up on the basis of their free will, and as the evidence they affix their signatures.

At the date of signing of this contract it has two attachments:

- Annex 1 Technical specification for the project "Development of consolidated IT infrastructure of Police of Czech Republic - Backup centre"

- Annex 2 Detailed calculation of the total price

Prague, on the:

At: on the:

For the Contracting Authority:

For the Contractor:

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Ing. Stanislav Loskot  
deputy director of the logistic support  
of the Police Presidium of the Czech Republic



**Annex 1 Specifications of the supplied goods** - Technical specifications for the project  
"Development of consolidated IT infrastructure of Police of Czech Republic - Backup centre"

WILL FILL THE CONTENDER

## Annex 2 Detailed calculation of the total price

WILL FILL THE CONTENDER

Item number	Item name	Number of items	Unit price	Item price
Block 1	<b>Delivery of hardware products</b>			
1.1	Cabinet for placement of hardware components (rack)	1 pc		
1.2	Server rack for blade servers (blade chassis)	1 pc		
1.3	Set – application blade server x86	4 pcs		
1.4	Set – database blade server x86	2 pcs		
1.5	Set – database blade server UNIX	2 pcs		
Block 2	<b>Delivery of SW products</b>			
2.1	Virtualization SW	12 pcs		
2.2	SW for the administration of HW and cloud services	1 set		
2.3	Other software	Set of licences		
Block 3	<b>Integration and consulting services</b>			
3.1.	Drafting of the proposal of the architecture and operation of high availability between two data centres in the consolidated infrastructure under this contract and the previous stage in the primary centre.			
3.1.	Implementation and configuration work in constructing of consolidated infrastructure and integration into existing infrastructure of Police of Czech Republic			
Total bid price without VAT				
Total bid price incl. VAT				