

## Czech Republic – Interior Ministry Police of the Czech Republic

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Ref. PPR-4175-18/ČJ-2015-990656

Number of pages: 6

Attachments: 8/19

### Tender documentation

(hereinafter „TD“) for the above threshold public procurement according to § 21 par. 1 letter a) of  
Act

no. 137/2006 Coll. On Public Procurement, as amended, (hereinafter “the Act”) for public  
procurement with the title:

#### **Purchase of 4 optoelectronic stabilized platform systems for EC-135 T2+ helicopters**

**Project name and number:**

**Aviation technology for rescue work in the IRS system - CZ.1.06/3.4.00/27.09721**

General information:

Name of public procurement:	<b>Purchase of 4 optoelectronic stabilized platform systems for EC-135 T2+ helicopters</b>
Name of Contracting Authority:	Czech Republic, Interior Ministry
Represented by:	Ing. Miroslav Hajný Director Department of Logistic Administration of the Police Presidium Czech Republic
Address of Contracting Authority:	Nad Stolou 936/3, 170 34 Prague 7
ID of Contracting Authority:	00007064
Tax identification number of Contracting Authority:	CZ00007064
Address for personal delivery and correspondence:	Department of Logistic Administration PP CZ Nadrazni 16 150 05 Prague 5
Bank details of Contracting Authority:	Czech National Bank
Account number:	5504881/0710
Telephone, fax:	974 884 595, 974 884 409
Contact person:	Bc. Roman Němeček
E-mail:	<a href="mailto:ovzslzpp@pcr.cz">ovzslzpp@pcr.cz</a>
ID data box:	gs9ai55

## **1. Subject matter of public procurement**

### **1.1 Subject matter**

The purchase of 4 pc of optoelectronic stabilized platform systems (hereinafter “goods”) for EC-135 T2+ helicopters operated by the Czech Police Aviation Department including training of flight and maintenance personnel.

The purchase is co-financed by the European Regional Development Fund within the framework of the Integrated Operational Programme – project “Aviation Technology for rescue work in the IRS system”, registration number CZ.1.06/3.4.00/27.09721

CPV: 34731700-7 Helicopter parts

### **1.2 Fulfilment of public procurement**

Fulfilment of the public procurement means the delivery of the above goods, fulfilling all the conditions laid down in the tender documentation. The required technical parameters listed in the tender documentation are set as the minimum (must be met) and it is possible to offer better technical parameters.

The Contracting Authority does not accept alternative solutions.

#### **Date of fulfilment of public procurement**

At latest by 15<sup>th</sup> December 2015.

#### **Place of fulfilment of public procurement**

Czech Police Aviation Department – Prague.

### **1.3 Technical specification of public procurement**

A detailed description of the goods is specified in the technical conditions (attachment no. 1 TD).

### **1.4 Estimated value of public procurement**

The estimated value of the public procurement is CZK 155,000,000.00 incl. VAT.

#### **Requirements for processing the bid price**

The bid price must be specified in CZK and structured without VAT, VAT and price including VAT.

The bid price must correspond to the calculation according to Act no. 235/2004 Coll., On Value Added Tax, as amended.

## **2. Warranty conditions**

A warranty period of at least 24 months from acceptance and delivery of the goods is required from the manufacturer. The period for the settling claims is 30 days after the delivery of the warranty claim protocol to the seller. If the period for the settling claims will require more than 30 days, the period will be determined by an agreement of the contracting parties.

## **3. General and payment conditions**

The general and payment conditions are set out in the binding text of the purchase contract, which is annex no. 3 of the tender documentation.

The Contracting Authority does not provide advance payments.

#### **4. Instructions for submitting the bid**

The bid shall be submitted by the bidder according to § 69 paragraph 5 and § 71 paragraph 5 of the Act in written form, in the Czech or English language. Texts in other languages must be accompanied by a certified translation into the Czech language. The Czech or English language is the official language for the entire communication concerning issues connected with this award procedure between the bidder and Contracting Authority. The Contracting Authority will not provide any translation services to bidders. The Contracting Authority hereby accepts that bidders with place of business in the Slovak Republic use the Slovak language for submitting bids.

The bid must be written or typed legibly, indelibly printed, without insertions between lines, corrections, deletions or overwriting, except mistake corrections, which must in this case be initialled by the bidder.

All pages of the bid, including attachments, shall be properly numbered in numeric sequence.

The bidder shall specify parts of the public procurement, which will be awarded to others parties (one or more subcontractors) and shall attach the identification information of each subcontractor, whose performance exceeds 5% of the bid price of this public procurement.

The bid shall be delivered in a properly sealed envelope marked with the title "PP – PPR-4175/2015 – DO NOT OPEN." The envelope will bear the address to which we can send a notice of the fact that the bid was submitted after the deadline for submission of bids and has not been opened. The committee will not open bids submitted after the deadline for submission of bids. The Contracting Authority shall promptly notify the bidder that his bid was submitted after the deadline for submission of bids.

**Method of submitting the bid:**

**Send the bid by post to the address:**

Police Presidium  
Department of Logistic Administration  
Public Contracts Division  
Nadrazni 16  
150 05 Prague 5

**or deliver in person to the address:**

Public Contract Department of the Police  
Presidium Czech Republic  
Nadrazni 16  
Prague 5 – Smichov

Envelopes with bids will be accepted before the deadline for submitting offers during working hours i.e. Monday to Thursday from 8:00 to 15:00, Friday from 8:00 to 14:00 (on the last day for submitting bids until 9:50 a.m.).

**The deadline for submitting bids is 16th June 2015 at 09:50 AM.**

**Envelopes will be opened on 16th June 2015 at 10:00 AM.**

The Contracting Authority recommends personal delivery of the bid.

Content of the bid must be in accordance with § 68 paragraph 2 of the Act.

For personal delivery, delivery of the bid is considered its receipt by the Contracting Authority, for those sent by post, delivery to the mailroom of the Contracting Authority.

All documents submitted in the bid requiring a signature of the bidder must be signed by the person authorized to act in the name or on behalf of the bidder. This person, apart from the statutory body of the bidder, or actual bidder in the case of a natural person, may also be a proxy or another person authorized by power of attorney to represent the bidder in the award procedure.

The Contracting Authority recommends not including other documents in the offer, printed or promotional materials, etc., other than documents and materials that are determined by law and are directly required by the Contracting Authority in the award conditions.

## **5. Structuring the bid, contents of the bid**

### **5.1 Bid cover sheet for the public procurement**

For the cover sheet the bidder shall use the template form “Bid cover sheet”, in annex no. 2 of the TD.

## **6. Documents furnishing proof of qualification**

The period for furnishing proof of qualification is required in accordance with § 52 paragraph 1 of the Act.

### **6.1. Documents demonstrating basic qualification requirements (§ 53 of the Act)**

The Contracting Authority requires that the bidder demonstrates basic qualification in accordance with § 53, paragraph 1. a) to k) of the Act. The bidder shall demonstrate fulfilment of these basic qualification requirements by submitting documents issued in accordance with § 53 paragraph 3 of the Act. The required affidavits according to § 53 paragraph 1 letter c), d), e), g), j) and k) of the Act must be signed by the person authorized to act on behalf of the bidder. The affidavit template is annex no. 4 of the TD.

### **6.2. Documents demonstrating professional qualification requirements (§ 54 of the Act)**

According to § 54 letter a) of the Act, the bidder shall demonstrate professional qualification by providing an abstract from the Companies Register, if it is registered, or an abstract from a similar register, if it is registered.

According to § 54 letter b) of the Act, the bidder shall demonstrate professional qualification by providing a document of authorization to do business to the extent of the subject matter of this public procurement.

### **6.3. Documents demonstrating economic and financial qualification compliance (§ 50 of the Act)**

According to § 50 paragraph 1 letter c) of the Act, the bidder shall demonstrate his economic and financial qualification by providing an affidavit about his economic and financial competency to fulfil the public contract, see annex no. 5 of the TD.

### **6.4 Signed binding text of the purchase contract**

**The bidder shall confirm the binding text of the purchase contract, which is annex no. 3 TD.**

The draft contract shall be signed by the person authorized to act on behalf of the bidder.

**The bidder shall complete the binding text of the purchase contract with the required data:**

- Identification data of the seller – Contracting Parties,
- Amount of offer price in Art. IV. – Price of Goods,

- Address of service centre including telephone number and contact person in Art. VII – Warranty for quality of goods
- Warranty period if it is more beneficial than required in Art. 2 TD and Art. VII. of the purchase contract Warranty for quality of goods
- Place, date and signature of the person /persons/ authorized to act on behalf of the bidder

The Contracting Authority reserves the right to negotiate the final version of the purchase contract and request further details or changes, except for the conditions laid down in this assignment.

## **7. Method of evaluating bids**

The basic evaluation criterion is the lowest bid price in CZK excluding VAT in accordance with § 78 paragraph 1 letter b) of the Act.

## **8. Other conditions of the bid**

### **8.1 Other documents**

**Part of the offer must be (§68 paragraph 3 letter a), b) and c) of the Act):**

- A list of statutory bodies or members of statutory bodies, which have been in a labour, functional or similar relation with the Contracting Authority in the last 3 years before the deadline for submitting bids. In the case that such a list does not exist, the bidder shall indicate that such a list cannot be produced.
- Should the supplier be a listed company, a list of shareholders, with an aggregate nominal value exceeding 10% of the basic capital. This list must be completed within the period for submitting bids.
- An affidavit of the bidder that he has not concluded and will not conclude a prohibited agreement under special laws in connection with the awarded public procurement. (The bidder shall fill in and sign annex no. 6 of the TD.)

The bidder shall ensure training for the Contracting Authority's staff on configuration and operation of the delivered goods. Training will be conducted by the manufacturer or an authorized training centre.

## **9. Other conditions of the award procedure**

### **9.1 Publicity**

This is public procurement co-financed from structural funds of the EU. Name of project: „Aviation technology for rescue work in the IRS“, project number CZ.1.06/3.4.00/27.09721.

All material related to the project (contracts concluded within the framework of the project, written correspondence related to the project, written reports, tangible and written output, presentations etc.) must be labelled in accordance with the handbook for applicants and beneficiaries resp. with the document “Guidelines for the implementation of information and publicity measures”, which is a part of the annexes of Call no. 27 of the Integrated Operational Programme (specifications for size and colour), and the IOP Logo Manual. All logos in various graphic formats according to needs and the valid IOP Logo Manual can be found at [www.strukturalni-fondy.cz/iop](http://www.strukturalni-fondy.cz/iop). This obligation of the beneficiary to carry out informational and promotional measures is based on the regulation of the European Commission (ES) no. 1828/2006

and no. 846/2009. Below is the recommended format of this labelling:

Each accounting document shall be labelled with the project number and information that it is a project co-financed by IOP and ERDF in the following manner:

„Project „Aviation technology for rescue work in the IRS“, registration number CZ.1.06/3.4.00/27.09721 is co-financed by the European Union, European Regional Development Fund within the framework of the Integrated Operational Programme.“

## 10. Annexes to the tender documentation

Annex no. 1 – Technical specification

Annex no. 2 – Bid cover sheet for the public procurement

Annex no. 3 – Template binding text of the purchase contract

Annex no. 4 – Affidavit for demonstrating basic qualification requirements

Annex no. 5 – Affidavit for demonstrating the economic and financial capacity to fulfil the public contract

Annex no. 6 – Documents

Annex no. 7 – Affidavit - agreement with the terms of the tender documentation and its annexes.

Annex no. 8 – Affidavit - goods specified in the bid meet the parameters stated in the tender documentation and its annexes.

Prague, 24<sup>th</sup> April 2015

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Ing. Miroslav Hajný  
On behalf of the Contracting Authority

## Technical conditions

### Technical specification and required parameters of the good:

#### Subject matter of public procurement

The purchase of four pieces of optoelectronic stabilized platform systems (hereinafter OSP) including training of flight and maintenance personnel.

#### The OSP system consists of:

- stabilized swivel heads with sensors and laser devices, operator console with display, onboard video recorder and controls
- equipment for image transmission to ground station
- moving maps of the operator.

The stabilized swivel head contains four sensors: - infrared camera with HD resolution, - day camcorder with full HD resolution, - day camcorder with powerful telephoto lens with Full HD resolution, - camcorder for low-level lighting with image chip EMCCD. Furthermore, three laser devices are placed in the head: - rangefinder, - pointer, - illuminator. The system allows for determining coordinates and distance of the target, marking targets in the image field, automatic tracking of fixed and moving targets, simultaneous display of a scene from two different sensors, and indication of moving targets. Onboard video recorder allows to record video on storage media (SSD or CF) in Full HD quality.

Image transmission to ground stations enables to broadcast video from cameras mounted in the head in DVB-T standard and Full HD quality. On-board transmitter enables to broadcast metadata (target and helicopter coordinates and other information – e.g. the distance and speed of the target) together with the video.

Moving map of the operator allows the use of raster and vector maps and different databases (e.g. database of settlements and streets of the Czech Republic). The map system is linked to the OSP system, so it is possible to control the rotating platform with cameras by marking the target directly on the map. The system also enables display of the camera's image field in the map.

#### Technical specification

Minimum requirements for the optoelectronic stabilized platform system (hereinafter OSP):

Stabilised Turret with Sensors	
angular stability	$\leq 10 \mu\text{rad}$
number of electrooptical and infrared sensors installed concurrently inside the turret	min. 4
laser devices installed concurrently inside the turret	rangefinder, illuminator and pointer
weight of fully equipped turret	max. 30 kg
operating airspeed	min. 180 knots
operating temperature	-30°C až +45°C

Airframe Mount of the Stabilised Turret	
possibility of easy and quick installation and removal during the EC135 helicopter operation	yes

Sensor No.1 – Infrared Camera	
wavelength	in the band of 5 $\mu\text{m}$
detector size	min. 1280 x 720
optical field of view	min. 30° to 2°, continuous zoom
DRI (man size target, $\Delta T=2^{\circ}\text{C}$ , $\sigma=0.2 \text{ km}^{-1}$ )	min. 6 km, 3 km, 1.5 km

Sensor No.2 – Electrooptical Camera	
wavelength	in the band of visible light
detector size	1920 x 1080
optical field of view	min. 30° to 1.5°, continuous zoom
DRI (man size target, visibility >20 km)	min. 8 km, 4 km, 2 km

Sensor No.3 – Electrooptical Camera 2 (SPOTTER)	
wavelength	in the band of visible light
detector size	1920 x 1080
optical field of view	max. 0.5°
DRI (man size target, visibility >20 km)	min. 8 km, 4 km, 2 km

Sensor No.4 – Low Light Camera	
wavelength	in the band of visible light
detector size	min. 640 x 480
type of detector	EMCCD
optical field of view	max. 1.5°
DRI (man size target, visibility >20 km, full Moon)	min. 5 km, 1.5 km, 1 km

Video Format (refers to all sensors)	
digital video resolution	1080p, 720p
digital video format	MISP & STANAG 4609 SMPTE-292M / 1080p



analog video	PAL
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Laser Device No.1 - Rangefinder	
class	Class 1 (eyesafe)
range	min. 20 km

Laser Device No.2 - Illuminator	
wavelength	850 nm
power	min. 700 mW

Laser Device No.3 - Pointer	
wavelength	850 nm
power	min. 150 mW

Other Required Functions of the System	
target coordinates and range info	
possibility of saving targets to memory	
GEO pointing and target tracking	
dual view capability	
moving target indicator	
metadata embedded in videostream	

Displays of the Operator	
digital video format	MISP & STANAG 4609 SMPTE-292M / 720p a 1080p
resolution	1920 x 1080
contrast ratio	min. 500:1
LCD response	max. 25 ms

Operator Console	
suitable for fitting of two displays (map + video)	yes
all controls of the system can be comfortably reached by the operator	yes

enables position adjustment of displays and controls	yes
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Downlink System	
frequency range	2.0 – 2.5 GHz
output transmitting power	min. 8 W
modulation	COFDM (DVB-T)
bandwidth	6 MHz, 7 MHz, 8 MHz
video input	SMPTE 292M, PAL
MPEG coding	H.264/MPEG-4
MPEG format	1080p/30, 720p/60, 576i (PAL)
metadata embedded in videostream	yes
encryption	AES 128/256
weight of the transmitter	max. 5 kg
portable receiver (handheld preferred)	yes

Videorecorder	
location	in comfortable reach of the operator
weight	max. 2 kg
media	CF, USB or SD
video input	HD-SDI a SD-SDI (SMPTE)
video output	HD-SDI a SD-SDI (SMPTE)
resolution	1080p25/30, 1080i50/60, 720p25/30
digital audio recording	yes
onboard playback	yes
easy playback of the videofile on PC (without conversion)	yes
Moving Map System	
control panel lighting	NVG compatible
map formats	raster, photo, vector

two independent outputs	yes
user databases	yes
map with street database of the Czech Republic	yes
flight planning and recording	yes
display of map vector data in the camera picture (ARS)	yes
interface with FLIR system	yes
interface with EC-135 navigation systems	yes

### **Other requirements**

The system and its components must be approved according to applicable aviation regulations and related regulations.

The subject of the public procurement is the delivery of all parts of the system defined by the minimum requirements, including all peripheral devices, antennas, special installation fittings and other special hardware, and the training of flight personnel, including technical service and maintenance personnel. The subject matter is not regular installation material.

**Bid cover sheet for the public procurement****Purchase of 4 pc of optoelectronic stabilized platform systems for EC-135 T2+ helicopters**

Bidder:

Name, legal form:

Address:

Represented by:

Identification number:

Tax identification number:

Bank details:

Account number:

Contact person:

Telephone:

Fax:

E-mail:

Registered in the ..... register, maintained by ....., at the court in ....., section ....., insert .....

Period of performance: .....

The bidder declares that the goods meet the requirements of the Contracting Authority in terms of performance and functionality as required in the tender documentation.

The bidder declares that prior to submitting the bid he has clarified all the necessary information that uniquely define the performance of this public contract.

The bidder declares that the submitted bid contains all the documents required by the Contracting Authority in the tender documentation ref. no. PPR-4175-18/ČJ-2015-990656 and that these are clear and understandable.

The bidder declares that he accepts the terms set out by the Contracting Authority in the tender documentation ref. no. PPR-4175-18/ČJ-2015-990656, and these clear and understandable.

In ..... date.....

\_\_\_\_\_  
Signature of authorized person/s  
(title, name, surname)

**Template binding text of the purchase contract****Purchase contract**

Ref. no. PPR-4175-??/ČJ-2015-990656

**Purchaser:****CZECH REPUBLIC****Interior Ministry**

Address: Prague 7, Nad Stolou 936/3, 170 34  
Legal form: 325-government department  
Identification number: 00007064  
Tax identification number: CZ00007064  
Represented by: Ing. Miroslav Hajný  
Director Department of Logistic Administration of  
the Police Presidium Czech Republic  
Bank details: Czech National Bank  
Account number: 5504881/0710  
Tel.: 974 884 513  
Contact person: Ing. Václav Sládeček  
Tel: 974 838 249

(hereinafter „purchaser“) as one party

and

**Seller:****[!TO BE COMPLETED BY THE SELLER!]**

Address: **[!TO BE COMPLETED BY THE SELLER!]**  
Identification number: **[!TO BE COMPLETED BY THE SELLER!]**  
Tax identification number: **[!TO BE COMPLETED BY THE SELLER!]**  
Registered in the commercial register: **[!TO BE COMPLETED BY THE SELLER!]**  
Represented by: **[!TO BE COMPLETED BY THE SELLER!]**  
Bank details: **[!TO BE COMPLETED BY THE SELLER!]**  
Account number: **[!TO BE COMPLETED BY THE SELLER!]**  
Contact person: **[!TO BE COMPLETED BY THE SELLER!]**  
Tel.: **[!TO BE COMPLETED BY THE SELLER!]**  
Fax: **[!TO BE COMPLETED BY THE SELLER!]**  
E-mail: **[!TO BE COMPLETED BY THE SELLER!]**

(hereinafter „seller“) as the second party

a r e c o n c l u d i n g

according to § 2079 et. seq. of Act no. 89/2012 Coll., Civil Code (hereinafter „Civil Code“) this

**purchase contract (hereinafter „contract“)**

**I.****Subject matter of the contract**

/1/ With this contract, the seller undertakes to supply the goods referred to in Article II. Sec. / 1 / to the purchaser under the conditions stipulated in this contract and transfer the right of ownership of the goods to the purchaser.

/2/ The purchaser shall accept the goods and pay the agreed purchase price in the manner and within the deadline set forth herein.

/3/ The contract was concluded on the basis of the contracting authority's decision on the selection of the best bid of the public tender according to § 21 paragraph 1 letter a) of Act no. 137/2006 Coll. On Public Procurement (hereinafter "the Act") published in the Bulletin of Public Tenders dated .... registered under Nr. ....

**II.****Goods**

/1/ Goods mean the delivery of 4 pc of optoelectronic stabilized platform systems for EC-135 T2+ helicopters including training of flight and maintenance personnel.

/2/ The technical specification of the goods is listed in annex no. 1 (Specification of the goods), which is an integral part of this contract.

/3/ The seller undertakes to deliver new goods, the purchaser will be the first user, and in the current production version of the products.

/4/ The purchaser shall acquire ownership rights to the goods upon acceptance of the goods from the seller.

**III.****Date of fulfilment**

/1/ The seller shall deliver the goods to the purchaser by 15<sup>th</sup> December 2015.

/2/ The seller undertakes to inform the purchaser about the date of delivery of the goods at least five working days in advance through the person responsible for the acceptance of the goods. Risk of damage to the goods passes to the purchaser upon acceptance of the goods from the seller.

/3/ In case of delay in delivering the goods, the seller shall pay a penalty of 0.05% of the price of the goods including VAT for each day of delay, which were not delivered in time in accordance with the provisions of Art. III. Sec. /1/ of this contract, whereas the price of the goods is specified in Art. IV. Sec. /1/ and /2/ of this contract. The seller is obliged to pay the purchaser the agreed contractual penalty within 30 days from the date when the written bill was delivered from the purchaser to the seller. In case of doubt about the date of delivery, the date of delivery shall be deemed the third day after the purchaser sent the bill.

#### IV.

##### Price of goods

/1/ The purchase price of the goods incl. shipping, packaging and training of flight staff and ground technicians is the maximum permissible price, a change is permissible only if the statutory VAT changes.

/2/ The agreed purchase price for the goods excluding VAT is CZK **[!TO BE COMPLETED BY THE SELLER!]** (in words: **[!TO BE COMPLETED BY THE SELLER!]** Czech Crowns), VAT 21 % is CZK **[!TO BE COMPLETED BY THE SELLER!]** and the total price for the goods including VAT is CZK **[!TO BE COMPLETED BY THE SELLER!]** (in words: **[!TO BE COMPLETED BY THE SELLER!]** Czech Crowns).

#### V.

##### Payment conditions

/1/ The seller shall send an invoice to the purchaser within 5 days from delivery of the goods.

/2/ Tax documents must meet the requirements specified in § 29 of Act no. 235/2004 Coll., On Value Added Tax, as amended. Invoices must meet all the requirements set by the Czech legislation, particularly § 435 of the Civil Code. In addition to these requirements, the invoice shall contain an indication of the bidder, purchaser (Czech Republic – Interior Ministry, Nad Stolou 936/3, 170 34 Prague 7) and the invoice recipient (Czech Police Aviation Department, Post office 614, Box 35, 161 01 Prague 6). Each invoice (tax document) shall be issued in two copies (1 original + 1 copy).

/3/ The purchaser is obliged to pay the invoice within 30 days from receipt. In case of doubt, it is considered that the date of receipt is the third day after the invoice was sent.

/4/ In case of delay, the contracting parties have agreed:

- a) On a contractual penalty in the amount of 0.05% of the price of the goods including VAT for each delayed day, which the seller is obliged to pay to the purchaser within 30 days after receipt of the written bill of the contractual penalty for failure to perform obligations according to Art. V. Sec. /3/ of this contract,
- b) On a statutory default interest on the invoice price of the goods including VAT for each delayed day, which the purchaser is obliged to pay to the seller within 30 days after receipt of the written bill of the statutory default interest for failure to perform obligations according to Art. V. Sec. /3/ of this contract.

/5/ The purchaser does not provide advance payments.

#### VI.

##### Delivery and acceptance of the goods

/1/ Place of delivery of the goods is the Czech Police Aviation Department, K Letisti – Gate 1, hangar D, 160 00 Prague 6 Ruzyně.

/2/ An inspection of all functionalities of the goods shall be carried out upon acceptance of the goods. The training of flight staff and ground technicians shall be carried out consequently. The seller shall provide operator and maintenance training for authorized staff of the purchaser. The training shall be conducted by the seller or authorized training centre.

/3/ Generally applicable legislation applies to the acceptance procedure. Acceptance shall be performed by a representative of the purchaser.

/4/ The goods will be delivered to the purchaser upon acceptance of the goods and confirmation of a delivery or acceptance note at the place of delivery. The employee authorized to sign the delivery note and accept the goods is Ing. Václav Kricner, tel. 974 838 214.

/5/ The purchaser is obliged to inform the seller of defects upon acceptance, which are apparent during delivery of the goods; the purchaser is obliged to inform the seller of hidden defects without undue delay.

## **VII.**

### **Warranty for quality of goods**

/1/ The seller shall provide warranty service for 24 months from delivery and acceptance of the goods for all infrastructure components.

/2/ The address of the service centre and contact person including telephone contact: **[!TO BE COMPLETED BY THE SELLER!]**

/3/ The warranty period begins from the date of acceptance of the goods by the purchaser. The warranty period ceases to run for the period when the purchaser cannot use the goods due to defects for which the seller is responsible.

/4/ The period for settling claims is 30 days from the date of receipt of the complaint protocol to the seller. In case of doubt, the date of receipt means the third day after the protocol is sent by the purchaser. If the period for the settling claims will require more than 30 days, the period will be determined by an agreement of the contracting parties.

/5/ The warranty claims for defective goods shall be resolved within the warranty period through repair or exchange for a faultless item, claims shall be lodged in the Czech Republic.

/6/ In case of a delay in the date according to Art. VII. Sec. /4/, the contracting parties agree on a contractual penalty in the amount of CZK 1000 (in words: one thousand Czech Crowns) for each delayed day, which the seller is obliged to pay to the purchaser within 30 days after receipt of the billing of the contractual penalty.

## **VIII.**

### **Other provisions**

/1/ The seller agrees to maintain confidentiality in relation to third parties on information that he receives from the purchaser or about the purchaser or his employees and colleagues during performance of this contract and shall not disclose this information to third parties nor use it contrary to the purpose of this contract without written consent of the purchaser, unless

- a) the information is publicly available, or
- b) it is a case, in which disclosure of information is required by the law or binding decision of a competent authority.

/2/ The seller is obliged to bind all persons who participate in the delivery of the goods to the contracting authority with the obligations of confidentiality according to Art. VIII. Sec./1/ of this contract.

/3/ The seller is responsible for breach of confidentiality by persons participating in the delivery of the goods, as if he breached this obligation himself.

/4/ Duty of confidentiality continues even after termination of effectiveness of this contract.



/5/ Each contracting party shall promptly notify the other contracting party in writing of any changes in the data listed in the heading of this contract.

/6/ The seller declares that the goods referred to in Art. II. Sec. /1/ of this contract has no legal defects within the meaning of provisions §1920 of the Civil Code.

/7/ In case of violation of the obligations specified in more detail in Art. VIII. Sec. /1/ to /4/ and /6/ of this contract, the seller is obliged to pay a contractual fine in the amount of CZK 100,000.00 (in words: one hundred thousand Czech Crowns) payable within 30 days from the date of billing by the purchaser.

/8/ The seller shall provide the purchaser with a list of subcontractors stating the subcontractors to which he has paid more than 10% of the total contract price. The seller shall submit a list of subcontractors within 60 days of completion of the contract. If it is a joint stock company, a list of owners of shares whose nominal value exceeds 10% of capital shall be attached to the list, completed within 90 days prior to the date of submission of the list of subcontractors. For failure to comply with this obligation, the seller is obliged to pay a contractual penalty in the amount of CZK 200,000.00 (in words: two hundred thousand Czech Crowns) payable within 30 days from the date of billing by the purchaser.

## IX.

### Obligations of the seller

Because the project "Aviation technology for rescue work in the IRS system" CZ.1.06/3.4.00/27.09721 is co-financed from EU structural funds within the framework of the Integrated Operational Programme, the seller is obliged to:

/1/ Duly **keep all documentation** related to the implementation of the public procurement, including accounting documents at least until 31<sup>st</sup> December 2025, and if the Czech legislation specifies a period longer than the European legislation, the longer period must be used.

/2/ Provide the required information and documentation to employees and agents of designated authorities (Department of Structural Funds of the Interior Ministry Czech Republic, the Ministry for Regional Development Czech Republic, Ministry of Finance Czech Republic, the European Commission, the European Court of Justice, the Supreme Audit Office, the competent financial authority and other authorized bodies of state administration) for a period of ten years for the purpose of verifying compliance with obligations arising from the conditions of the Operational Programme and enable to those referred to above the conditions to implement checks relating to the implementation of the public procurement and provide them cooperation when conducting inspections

/3/ The seller is obliged to ensure that the above mentioned obligation in relation to the subject matter of the contract is performed by all subcontractors participating in this contract.

/4/ All material related to the project (contracts concluded within the framework of the project, written correspondence related to the project, written reports, tangible and written output, presentations etc.) must be labelled in accordance with the handbook for applicants and beneficiaries resp. with the document "Guidelines for the implementation of information and publicity measures", which is a part of the annexes of Call no. 27 of the Integrated Operational Programme (specifications for size and colour), and the IOP Logo Manual. All logos in various graphic formats according to needs and the valid IOP Logo Manual can be found at [www.strukturalni-fondy.cz/iop](http://www.strukturalni-fondy.cz/iop). This obligation of the beneficiary to carry out informational and promotional measures is based on the regulation of the European Commission (ES) no. 1828/2006 and no. 846/2009. Below is the recommended format of this labelling:

/5/ Each accounting document shall be labelled with the project number and the information that it is a project co-financed by IOP and ERDF, in the following manner:

“Project „Aviation technology for rescue work in IRS“, registration number CZ.1.06/3.4.00/27.09721 is co-financed by the European Union, European Regional Development Fund within the framework of the Integrated Operational Programme.”

The seller declares that he is familiar with these guidelines on the effective date of this contract. In the event that during the performance of this contract there is a change to these rules, the purchaser shall immediately inform the seller about this.

## **X.**

### **Common and final provisions**

/1/ The mutual relationships between the contracting parties, which are not specifically agreed in this contract, shall be governed by the relevant provisions of the Civil Code.

/2/ The provisions regarding contractual penalties do not affect the right of the purchaser to claim damages from the seller, which shall be claimed by the responsible officer of the Department of Logistic Administration of the Police Presidium of the Czech Republic.

/3/ All contractual penalties under this contract that the seller is obligated to pay to the purchaser shall be claimed by the responsible officer of the Department of Logistic Administration of the Police Presidium Czech Republic.

/4/ The purchaser is entitled to withdraw from the contract in the event of a material breach of the contract by the seller. Material breach is considered in particular:

- delay in the delivery of the goods by the seller by more than 30 days,
- false or misleading declarations made by the seller according to Art. VIII. Sec. 1 to 4 and 6.

/5/ Furthermore, the purchaser is entitled to withdraw from the contract in the event that:

- there is an insolvency proceeding against the seller, in which the decision on bankruptcy was issued, if legally permissible,
- a bankruptcy petition on the seller was dismissed because the seller's assets are insufficient to cover the costs of insolvency proceedings,
- the seller enters into liquidation.

/6/ The seller is entitled to withdraw from the contract if the purchaser is in arrears with the payment of an invoice for more than 30 days from the due date of the invoice.

/7/ Withdrawal shall become effective on the date of receipt of the written notice to the other contracting party.

/8/ The seller is obliged to keep documents related to the sale of goods under this contract for at least ten (10) years from the end of the accounting period in which the last payment for the goods was made, respectively the last taxable performance under this contract, namely for control purposes of authorized enforcement authorities.

/9/ The seller is obliged to cooperate in the performance of financial control according to § 2 letter e) of Act no. 320/2001 Coll., on Financial Control in Public Administration, as amended (Act on Financial Control).

/10/ The seller agrees that entities authorized under the Act on Financial Control implement financial control of the contractual relationship arising from the contract.

/11/ The seller is obliged to notify the purchaser in writing about existing or impending conflicts of interest immediately after the conflict of interest arises or becomes apparent in the case that the sellers exerting professional care could not detect a conflict of interest prior to the conclusion of this contract. Conflict of interest means the activity of the seller, due to which there would be a fulfilment of law no. 159/2006 Coll., On Conflict of Interest, namely § 2 par. 3 letter b) and § 3 par. 2 letter a).

/12/ The seller is obliged to inform the purchaser about fulfilling the condition stated in § 81 of Act no. 435/2004 Coll., On Employment, if it is met.

/13/ The seller without any objection agrees to publish his identification and other information included in the contract, including the price of goods.

/14/ The contracting parties hereto agree that any disputes arising in connection with the contract shall be resolved amicably – by agreement. If no agreement is reached, disputes will be resolved before competent courts.

/15/ The seller shall not assign or transfer any rights or obligations arising under the contract to any third party without prior express written consent by the purchaser.

/16/ Part of this contract is annex no. 1 (Specification of the goods).

/17/ This contract may be changed and supplemented only after agreement of both contracting parties in written form as numerically labelled amendments to this contract.

/18/ The contract is executed in five counterparts, each with the validity of the original, of which the purchaser shall receive four and the seller one.

/19/ The contract takes effect and comes into force on the date of conclusion by both contracting parties.

In .....date.....2015

In Prague date.....2015

.....  
Ing. Miroslav Hajný  
Director of Department of Logistic  
Administration of the Police Presidium  
Czech Republic

.....  
seller  
(stamp, signature)

.....  
purchaser  
(stamp, signature)

Annex no. 1 of the Purchase contract

### **SPECIFICATION OF THE GOODS**

To be completed by the bidder

Annex no. 4 to ref. no.: PPR-4175-18/ČJ-2015-990656

**TEMPLATE****AFFIDAVIT**

**for demonstrating basic qualification requirements in accordance with provisions § 53 of Act no.137/2006 Coll., on Public Procurement, as amended (the "Act")**

We hereby declare, that:

- we have not fulfilled facts of unfair competition in the form of bribery pursuant to § 2983 of Act no. 89/2012 Coll., The Civil Code (**§ 53 par. 1 letter c) of Act no. 137/2006 Coll., On Public Procurement, as amended, (hereinafter "the Act")** in the last three years,
- there is no insolvency proceeding against our assets, or in the last three years there was no insolvency proceeding, in which a decision on bankruptcy was issued or a bankruptcy petition was dismissed because the assets were completely insufficient or put under receivership according to special laws (**§ 53 par. 1 letter d) of the Act),,**
- we have not entered into liquidation (**§ 53 par. 1 letter e) of the Act),**
- we have no records of tax arrears in respect of excise duty, both in the Czech Republic and in the country of residence, place of business or residence (**§ 53 par. 1 letter f) of the Act),**
- we have no outstanding premiums and penalties for public health insurance, both in the Czech Republic and in the country of residence, place of business or residence (**§ 53 par. 1 letter g) of the Act),**
- we are not in the register of persons prohibited from performing public contracts (**§ 53 par. 1 letter j) of the Act) and**
- we have not been in the last three years, fined for allowing illegal work under a special law (**§ 53 par. 1 letter k) of the Act).**

In.....date.....

.....

Name (in block letters) and signature

of the authorized representative of the bidder

Annex no. 5 to ref. no. PPR-4175-18/ČJ-2015-990656

**AFFIDAVIT**

**for demonstrating economic and financial capacity to fulfil the public contract in accordance with the provisions § 50 par. 1 letter c) of Act no. 137/2006 Coll., on Public Procurement, as amended, (the "Act")**

**COMPANY:**

.....

In accordance with the requirements of Act no. 137/2006 Coll., for demonstrating the economic and financial capacity to fulfil the public contract pursuant to § 50 par. 1 letter c) of the Act, as we, as the bidder for this public contract, attest following affidavit:

I hereby declare, in accordance with § 50 par. 1 letter c) of the Act, that as the bidder for this public contract, we are economically and financially qualified to fulfil the public contract.

In.....date .....

.....

Name and signature

of the authorized representative of the bidder

Annex no. 6 to ref. no. PPR-4175-18/ČJ-2015-990656

**Documents in accordance with § 68 par. 3 of Act 137/2006 Coll., On Public Procurement, as amended (the "Act")**

In accordance with the requirements of § 68 par. 3 of the Act we provide the following facts and documents, by which we attest additional information about our company. I declare that all the following information is true.

- a) List of statutory bodies or members of statutory bodies, which have been in a labour-, functional- or similar relationship with the contracting authority in the last 3 years before the deadline for submission of bids:
  - .....(or state that no such persons are in the above mentioned bodies)
- b) List of shareholders with an aggregate nominal value exceeding 10% of the basic capital in the period for submitting bids:
  - ..... (shall be indicated in the case that the bidder is a joint-stock company – or state that it is not a joint-stock company)
- c) I declare that as a bidder for this public contract, I have not concluded and will not conclude a prohibited agreement under a special law in relation this public procurement.

In.....date.....

.....

Name and signature

of the authorized representative of the bidder

Annex no. 7 to ref. no. PPR-4175-18/ČJ-2015-990656

### **Affidavit**

I, the undersigned ....., as the person authorized to act on behalf of the bidder honestly declare that I agree with all the terms of the tender documentation and its annexes.

In.....date.....

.....

Name and signature  
of the authorized representative of the bidder



Annex no. 8 to ref. no. PPR-4175-18/ČJ-2015-990656

### **Affidavit**

I, the undersigned ....., as a person authorized to act on behalf of the bidder honestly declare that the goods specified in the bid meet the parameters stated in the tender documentation and its annexes.

In.....date.....

.....

Name and signature

Of the authorized representative of the bidder