

Appendix to additional information no. 5 ref. no. PPR-4175-25/ČJ-2015-990656

**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. /1/ 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)