

**D R A F T**

**Framework purchase contract ref.: PPR-21874-??/ČJ-2013-990656**

concluded in accordance with § 2079 et seq. of Act No. 89/2012 Coll., Civil Code as amended, (hereinafter referred to as „Civil Code“)

**CONTRACTING PARTIES**

**1. Czech Republic – Interior Ministry**

Address: Nad Stolou č. 936/3, 170 34 Prague 7  
Represented by: Ing. Stanislavem Loskotem, Deputy Director Department of Logistic Administration of Police Presidium Czech Republic  
Identification number: 00007064  
Tax ID number: CZ00007064  
Bank details: Czech National Bank, branch Prague  
Account number: 5504881/0710  
Postal address: Czech Police Aviation Department  
Post office 614, post box 35  
161 01 Prague 6

(hereinafter referred to as the „**buyer**“)

and

**2. ???** registered in the Commercial Register

Address:  
Represented by:  
Identification number:  
Tax ID number:  
Bank details:

Account number:

(hereinafter referred to as the „**seller**“)

**Komentář [MSOffice1]:** To be filled in by the applicant

**Art. I**  
**INITIAL PROVISIONS**

- 1.1. As part of this purchase contract (hereinafter referred to as the contract) all rights and obligations of the buyer, except for making changes to the contract, termination of the contract, claims for regulatory or contractual penalties and claims for damages are performed by the operator. The operator is the Czech Police Aviation Department, Post office 614, post box 35, Prague Ruzyně Airport, Hangar D, 161 01 Prague 6, Czech Republic (hereinafter referred to as the „operator“).
- 1.2. The buyer declares that the operator operates helicopters series EC 135T2+.
- 1.3. The purpose of this contract is to provide operational efficiency of helicopters series EC 135T2+ operated by the operator by ensuring a comprehensive range of services in the supply of spare parts, repairs, tools, preparations, technical publications, providing educational services and training of Czech Police Aviation Department personnel and providing technical support to ensure operation.
- 1.4. The buyer and seller declare that this agreement fully respects all the requirements arising from the tender documentation kept under the title "Selection of a supplier for the supply of spare parts, repairs and services for EC 135 helicopters", ref. PPR-21874/ČJ-2013-990656 from 17<sup>th</sup> October 2013.

**Art. II**  
**SUBJECT MATTER OF THE CONTRACT**

- 2.1. The seller hereby agrees to deliver to the buyer:
  - New spare parts for helicopters type EC 135T2+,
  - spare parts for overhaul, parts provided under a standard exchange for helicopters type EC 135T2+,
  - preparations and tools for maintenance of helicopters type EC 135T2+,
  - technical publications including their updates,
  - training items and other material for helicopters type EC 135T2+.(hereinafter referred to as goods).

Delivery of goods will be made on the basis of mutually agreed partial orders, or in accordance with the agreed specification.
- 2.2. The seller hereby agrees to provide or ensure for the buyer:
  - Repairs and/or modifications of equipment for helicopters type EC 135T2+,
  - education and training of the operator's personnel,
  - engineering services and other technical support services for helicopters type EC 135T2+.(hereinafter referred to as services).

Supplies of services will be provided in accordance with mutually agreed partial orders of the buyer.
- 2.3. The buyer agrees to accept the goods and services and pay the seller the agreed price for the delivered goods and services.
- 2.4. Transfer of ownership from the seller to the buyer occurs upon receipt of the goods by the buyer from the seller or the carrier at the place of delivery specified in the contract.

### Art. III PRICE

- 3.1. The total price for the subject matter of the contract according to paragraph 2.1. and 2.2. of this contract is stipulated by an agreement of the contractual parties and shall not exceed:

CZK 50,000,000.00 excl. VAT  
(in words: fifty thousand million Czech Crowns)

and in addition to this VAT in the amount of 21%  
CZK 10,500,000.00  
(in words: ten million five hundred thousand Czech Crowns)

**The total price for the delivery of the subject matter of the contract including VAT is:  
CZK 60,500,000.00  
(in words: sixty million five hundred thousand Czech Crowns)**

- 3.2. The total price for the delivery of the subject matter is the final highest acceptable price and cannot be exceeded. The total price can only be changed in case of changes of the legal VAT rates.
- 3.3. Percentual surcharges or discounts according to paragraph 3.5. include all expenses connected with the delivery of the subject matter of the contract, including customs, insurance, shipping, bank charges etc.
- 3.4. The price of each individual partial delivery of the goods and/or services will be mutually negotiated based on the demand of the buyer or offer of the seller and will be agreed by the buyer for each individual partial order separately.
- 3.5. The price for each individual partial order of goods and/or services shall be determined as follows:
- the price for spare parts, preparations and tools shall be based on an invoice of the manufacturer or European distributor. The seller is entitled to add a surcharge or discount in the amount of ??%.
  - the price for repairs and overhauls shall be based on the invoice of the final supplier of the repair. The seller is entitled to add a surcharge or discount in the amount of ??%.
  - the price for technical support, education and training of the operator's aviation personnel shall be based on the invoice of the final supplier. The seller is entitled to add a surcharge or discount in the amount of ??%.
  - the price for the supply of technical publications shall be based on the invoice of the manufacturer or European distributor. The seller is entitled to add a surcharge or discount in the amount of ??%.
- 3.6. The price for each individual order shall be determined in CZK, EUR or in USD.
- 3.7. The price for technical support and technical documentation will be provided at the request of the buyer.
- 3.8. The prices for the delivery of goods provided in the individual mutually agreed orders are fixed.
- 3.9. Prices for repairs and overhauls shall be provided by the seller after examination of the individual items at the manufacturer, in the repair centre or at the operator.
- 3.10. In the event that the agreed price in the partial orders of goods and/or services is increased or decreased by the manufacturer of the goods or supplier of the services, the contractual parties agree to adjust prices to the same extent.

**Komentář [MSOffice2]:** To be filled in by the applicant

**Komentář [MSOffice3]:** To be filled in by the applicant

**Komentář [MSOffice4]:** To be filled in by the applicant

**Komentář [MSOffice5]:** To be filled in by the applicant

**Art. IV**  
**PAYMENT AND BILLING CONDITIONS**

- 4.1. The payment for individual partial deliveries of the subject matter of the contract will be made by the buyer by bank transfer to the account of the seller based on an invoice, which the seller shall issue within 10 calendar days from right to invoice.
- 4.2. The seller is entitled to invoice the purchase price only after delivery of the goods or services to the buyer (operator) and confirmation of receipt by the person designated by the buyer (operator).
- 4.3. An invoice may be issued in CZK, EUR or USD. The exchange rate of the Czech National Bank valid on the invoice date shall be used for the conversion of foreign currency.
- 4.4. Invoices must fulfil all requirements under Czech law, in particular requirements for a tax document provided in § 29 of Act. No. 235/2004 Coll., on value added tax, as amended and business document provided in § 435 Civil Code. In addition to these requirements the invoice shall include indication (invoice), contract number, bank account of the seller, date of issue, name and address of the seller, buyer (Interior Ministry Czech Republic, Nad Stolou 936/3, 170 34 Prague 7) and invoice recipient (Czech Police Aviation Department, Post office 614, Post Box 35, 161 01 Prague 6).
- 4.5. The invoice shall be issued in 2 copies (1x original + 1x copy).
- 4.6. Together with the invoice, the seller shall deliver a copy of:
- The delivery note, signed by the authorised representative of the buyer (operator),
  - a copy of the final delivery/receipt of goods or services protocol, signed by the authorised representatives of both contractual parties,
  - a copy of the invoice of the manufacturer or European distributor of spare parts or invoice of the final supplier of the service.
- 4.7. The invoice due date is always 30 days from the date of its demonstrable delivery to the buyer at the address specified in the contract.
- 4.8. In the event that the seller shall submit an invoice in the period from 12<sup>th</sup> December to 31<sup>st</sup> December, the invoice due date shall be set at 60 days from the date of its delivery to the buyer.
- 4.9. Payment of the full invoiced amount is considered as payment. The invoice is considered paid on the date when the invoice amount is debited from the buyer's account.
- 4.10. Before the invoice due date, the buyer is entitled to return an invoice to the seller without paying it, if it does not contain all requirements specified in this contract, is issued in violation of the law or an invoice that contains incorrect prices or isn't delivered in the required number of copies and with indicating the reason for the return.
- 4.11. The seller is obliged to amend the invoice or issue a new one within 10 working days from receipt of the returned invoice. By rightful return of the invoice to the seller, the due date ceases to run. The new due date in the original length commences on the date of the demonstrable delivery of the amended or newly issued invoice to the buyer.
- 4.12. The invoice shall be deemed returned by the due date, if it is sent within this period, while it is not necessary to be delivered to the seller in this period.
- 4.13. The buyer does not provide advance payments.

**Art. V**  
**PLACE OF FULFILLMENT AND DELIVERY TERMS AND CONDITIONS**

- 5.1. Place of fulfilment of the subject matter of the contract is the address of the aircraft operator, which is the Czech Police Aviation Department, Prague Ruzyne Airport, Hangar D, Czech Republic or in case of services, the premises of the seller or training centre offered by him.
- 5.2. Deliveries ordered under this contract shall be delivered according to delivery term DDP (INCOTERMS 2010) to the address of the operator – Prague Ruzyne Airport, Hangar D, Czech Republic.

**Art. VI**  
**ORDERING AND DELIVERING GOODS OR SERVICES**

- 6.1. The delivery of goods and services shall be carried out according to the instructions of the buyer based on the buyer's order, which shall include type and quantity of goods or services and the agreed price and other delivery terms depending on the nature of the goods or services (usually scope of service, delivery term, packaging and transport, payment terms). For the purposes of this contract, as an order are considered written or electronic orders, facsimile messages, or even extracts from computer databases, all with the possibility of telephone verification.
- 6.2. In special cases, such as when there could be a delay, the seller shall fulfil the deliveries of goods and services based on the instructions of the buyer, who determines the required range, quantity and delivery date. The seller shall assess the buyer's instructions without undue delay after receipt, and if he cannot meet the instructions of the buyer, he shall submit a new proposal to the buyer. The instruction issued and mutually agreed on in this manner shall subsequently be formulated in the buyer's order.
- 6.3. The seller shall send the acknowledgement of receipt of regular orders according to the price list within a maximum of 2 working days from receipt.
- 6.4. The seller shall send the acknowledgement of receipt of regular orders requesting determination of the price within a maximum of 4 working days from receipt
- 6.5. The acknowledgment of receipt of a priority order (AOG – aircraft out of service) shall be sent to the buyer within a maximum of one working day from receipt. The seller shall send a reply to the buyer within a maximum of 2 working days from acknowledgement of receipt of the priority order.
- 6.6. In the case of repairs, overhauls and standard exchanges a description of the technical condition of the parts to be repaired shall be part of the order. The estimated price and extent of repairs must be approved by the buyer. The deadline for handover of the goods for repairs at hangar "D" is a maximum of 3 working days from order placement. If the dispatch for repair is subject to issuing a repairer's consent form RMA (Return Material Approval), the deadline for handover of the goods for repairs at hangar "D" is calculated from the date the seller receives the RMA. The buyer reserves the right to select subcontractors for repairs.
- 6.7. Risk of damage to the goods handed over for repairs passes from the seller to the buyer upon handover, i.e. signing the acceptance protocol by the buyer and seller. The buyer provides the acceptance protocol.
- 6.8. Risk of damage to the delivered goods passes from the seller to the buyer upon its physical receipt by the buyer at the place of performance of the contract.
- 6.9. The buyer may ask for specific technical assistance. Upon confirmation of the expected price and terms of assistance, the seller shall, on the basis of an order, send the required number of technical staff with equipment to the contact address of the buyer or an agreed place to

assist the buyer's specialists in technical maintenance, finding defects and troubleshooting etc.

- 6.10. Goods shall be delivered by the seller to the buyer with a written confirmation of receipt of the goods on a transfer protocol or delivery note. Date of receipt of the goods by the buyer is critical for the initiation of the warranty period.
- 6.11. Deliveries of goods shall be properly secured, packaged, labelled and shall be provided with the relevant documents according to the terms of this contract.
- 6.12. Each delivery of goods, depending on the nature of the goods, must be demonstrably and adequately supported by a certification of origin of the goods and quality certification or document of the quantity delivered.
- 6.13. The delivered goods and services must precisely meet the conditions specified by the manufacturer and the Aviation Authority for Helicopter Operations, therefore alternative sources for the supply of goods or services from unauthorised vendors are not allowed without the consent of the buyer.
- 6.14. Information about the installation of modifications is provided in service bulletins.
- 6.15. Technical publications shall be delivered in the English language and shall have electronic and printed form, if both forms are available.

## **Art. VII**

### **RIGHTS AND OBLIGATIONS OF THE BUYER AND THE SELLER**

- 7.1. The seller undertakes to carry out the delivery of the subject matter of the contract in accordance with applicable laws and other norms related to the subject matter of the contract.
- 7.2. The seller undertakes to carry out the delivery of the subject matter of the contract properly, on time and without factual and legal defects.
- 7.3. The seller undertakes to fulfil the delivery of goods and services based on the instructions of the buyer, who determines requirements for range, quantity and delivery dates.
- 7.4. Both parties agree to provide each other with all necessary cooperation to ensure the fulfilment of the purpose of the contract.
- 7.5. The seller is obliged to deliver the subject matter with due diligence, to his best knowledge and skills, to observe and protect the legitimate interests of the buyer and act in accordance with his instructions or with instructions of his authorised persons.
- 7.6. The seller agrees to ensure communication with the buyer, or possibly a foreign subcontractor through the seller's own employees.
- 7.7. Part of the seller's services, which he undertakes to provide to the buyer, includes the transport of goods, flexibility and adaptation to the immediate needs of the buyer.
- 7.8. The buyer does not exclude that the seller may use other actors to ensure certain sub-tasks in delivery of the subject matter of the contract. These subjects shall not be in a business relationship with the buyer.
- 7.9. The seller agrees that entities authorised by the Act č.320/2001 Coll., on Financial Control in Public Administration and Further Amendments (Act on Financial Control), as amended, may implement financial control of the contractual relationship under the contract.
- 7.10. The seller agrees to the publication of his identity and other data referred to in the contract, including the price of the subject matter of the contract.
- 7.11. The seller is obliged to submit all the documents to the buyer in accordance with § 147a paragraph 4 and 5 of Act No. 137/2006 Coll., on Public Procurement, as amended.

**Art. VIII  
WARRANTIES**

- 8.1. For goods and services delivered under this contract the seller gives a warranty of 24 months unless the manufacturer or repair centre specifies otherwise. Warranty covers the functionality of the subject matter, properties and parameters declared by the manufacturer, defects in materials, quality or manufacturing defects according to the conditions specified by the equipment manufacturer or repair centre. The warranty covers all parts of the subject matter including its accessories.
- 8.2. After notification by the buyer, the seller shall remove all deficiencies and defects of the subject matter of the contract that occur during the warranty period free of charge without undue delay.
- 8.3. The warranty period begins on the day of the protocolled acceptance of the subject matter by the buyer at the place of performance of the subject matter and without defects and backlogs.
- 8.4. Warranty does not cover defects caused by failure to adhere to prescribed manufacturer's instructions for storage, installation, operation and maintenance of the goods. Warranty does not apply to goods that have a damaged seal.
- 8.5. The buyer shall, without undue delay, claim any defects of deliveries, which are subject of this contract in writing.
- 8.6. The seller is responsible for any damage incurred to the buyer due to failure of the seller to remove defects on subject matter within the agreed deadline.
- 8.7. The warranty period shall be extended by the period during which the subject matter had a defect preventing proper use by the buyer.
- 8.8. In case of a justified claim, the seller covers the costs associated with the settlement of the claim.
- 8.9. In the case of unjustified claims, the buyer shall bear all costs of the claim.
- 8.10. The seller is not liable for overall or consequential damages caused by improper or incorrect use of the goods.
- 8.11. The seller reserves the right to resolve all claims and perform warranty repairs. If no agreement is reached between the seller and buyer about the legitimacy of the claim, the contractual parties undertake to respect the opinion of the manufacturer of the goods or the opinion of an authorised repair centre.

**Art. IX  
CONTRACTUAL PENALTIES AND FINES**

- 9.1. In case of delay in the delivery of goods and/or services the seller will pay a contractual penalty in the amount of 0.05% of the price of the undelivered goods/services excluding VAT for each day of delay.
- 9.2. In the case of non-compliance with deadlines for removal of the claimed defects, the seller will pay the buyer a contractual penalty in the amount of 0.05% of the claimed defect excluding VAT for each day of delay.
- 9.3. The seller is entitled to request from the buyer a statutory interest on arrears in case of breach of the due date of the invoice.
- 9.4. The contractual fine is payable to the bank account of the eligible party specified in the written notice within 30 calendar days from the date on which the eligible party delivered the written notice for payment to the liable party.

- 9.5. The liable party pays the contractual penalty regardless of whether the other party incurred damage.
- 9.6. Payment of the contractual penalty does not affect the right of the buyer for compensation for damage in excess of the contractual penalty.

#### **Art. X FORCE MAJEUR**

- 10.1. The seller and buyer shall not be held responsible for breach of contract or extension of deadlines caused by events that occurred independently of their will and prevent them in fulfilling their obligations, in the event that it cannot be reasonably assumed that the event or its consequences could be avoided or overcome, and further, that the event was unpredictable at the time of commitment. The contracting parties consider the obstacles mentioned in § 2913, paragraph 2 of the Civil Code as circumstances excluding liability.
- 10.2. If the above occurs, the contracting parties undertake to immediately inform each other of this.
- 10.3. There is no obligation to pay a penalty in cases excluding liability.

#### **Art. XI LAW, WITHDRAWAL FROM CONTRACT AND RESOLVING DISAGREEMENTS**

- 11.1. All rights and obligations of this contract, as well as the legal relations arising from the contract shall be governed by Czech law. For reasons of legal certainty, the contracting parties declare that their contractual relationship shall be governed by the Civil Code.
- 11.2. The contract can be terminated by a written agreement of both contractual parties.
- 11.3. The contract can be terminated by either contractual party without giving reasons; the notice period is 3 months and commences on the first day of the month following the month in which the notice was delivered.
- 11.4. The buyer may withdraw from the contract especially in the event that:
- There is an insolvency proceeding against the seller, in which the decision on bankruptcy was issued, if legally permissible,
  - bankruptcy petition on the seller was dismissed because the seller's property is insufficient to cover the costs of insolvency proceedings,
  - the seller enters into liquidation.
- 11.5. The buyer is entitled to withdraw from the contract in case of material breach of the contract by the seller.
- 11.6. The contractual parties consider as a material breach of contract the non-delivery of supplies by the seller within the date specified in the contract or the date agreed with the buyer and further failure to deliver supplies by the seller in the required quantity, quality and design, which is suitable for the purpose specified in the contract and further failure to keep warranty and service terms according to Art. V of the contract.
- 11.7. The contracting parties agree that all disputes arising in connection with this contract shall be settled by agreement. If no agreement is reached within 1 month, they will be resolved before competent common courts of the Czech Republic.



**Art. XII**  
**FINAL PROVISIONS**

- 12.1. The contract takes effect and comes into force on the date of signature by representatives of both contracting parties.
- 12.2. The contract is concluded for an indefinite period and expires when reaching the agreed financial volume of CZK 50,000,000.00 excl. VAT.
- 12.3. The contract is executed in four counterparts, of which after signature, the buyer will receive three copies and the seller one copy.
- 12.4. Any changes or additions to the contract can be done solely in written form as numerically labelled amendments to the contract agreed by both parties.
- 12.5. Both contractual parties declare that they conclude this contract freely and seriously, that they consider the content of this contract clear and understandable and that they are aware of all facts that are decisive for concluding this contract, as a verification of which they affix their signatures below.

On behalf of the buyer

On behalf of the seller

In Prague on:

In                      on:

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Ing. Stanislav Loskot