Annex 2.01 to the Tender Documentation

terms of trade

Part 01 TO 04

* 1. In its bid, the participant **shall submit a draft contract for the performance of the subject matter of the contract** (hereinafter referred to as the "**Contract**"), which shall be signed by a person authorized to represent the participant. By submitting a bid, the participant undertakes to respect the following terms and conditions of the contracting authority. It will make an affidavit of this commitment (see Annex No. 1 to the Cover Sheet of this Tender Document).

**These Terms and Conditions may not be changed in the Contract to the detriment of the Contracting Authority.**

**Listed for Parts 01 to 04 together, unless otherwise specified.**

* 1. The contract must contain the following terms and conditions of business and payment:

1. **Identification of the contracting parties**, including ID and VAT numbers, if assigned.
2. **The subject matter of the performance** (specified quantitatively and qualitatively), while the subject matter of the Contract must be identical to the subject matter of the bid of the participant and the terms of the tender documentation. The subject of performance to be supplied must be new.

**The subject of performance** includes, in particular, the following activities:

* + **Delivery terms DAP (Incoterms 2024))**
  + **The contracting authority shall ensure** that the subject-matter of performance is composed at the place of performance
  + **commissioning and commissioning**, testing and verification of the correct function, or its adjustment, testing, training of the operator, as well as the performance of other acts and activities necessary for the subject-matter of performance to be able to fulfil the agreed or usual purpose,
  + **Delivery of detailed technical documentation** in English, German or Czech in electronic and paper form, which will also include a declaration of conformity (CE)

1. **Price** for the fulfilment of the subject-matter of performance, broken down:
   * price w/o VAT,
   * separately VAT at the appropriate rate
   * and price including VAT.

If only the price excluding VAT is stated in the draft contract, this fact must be clear from the contract.

1. **Term of performance of the Contract**:

**commencement of performance of the Contract – for Parts 01 to 03: on the day of signing the Contract**

**Delivery of the subject-matter of the Contract – for Parts 01 to 03:**

**Stage No. 1** - **2 pieces of subject-matter performance**: no later than **24 weeks** after signing the contract

**Stage No. 2 - 4 subject-matter of performance**: after 24 weeks **at the earliest** and no later than **48 weeks** after signing the contract

**Stage 3 - 2 pieces of the subject-matter of performance**: no earlier than **48 weeks** and no later than **72 weeks** after signing the contract

**Termination of the performance of the Agreement** – **for Parts 01 to 03** (installation of technology, commissioning and handover):

**Stage 1** - **2 pieces of subject-matter**: no later than **6 weeks** after delivery in stage 1

**Stage No. 2 - 4 pieces of subject-matter**: no later than **6 weeks** after delivery in stage 2

**Stage 3 - 2 pieces of subject-matter**: no later than **6 weeks** after delivery in stage 3

**commencement of performance of the Contract – for Part 04**: on the day of signing the Contract

**delivery of the subject-matter of the Contract** – **for part 04:**

**Stage No. 1** - **1 piece of the subject-matter of performance**: no later than **24 weeks** from the signing of the contract

**Stage No. 2 - 2 pieces of the subject-matter of performance**: **no earlier than 24 weeks** and no later than **48 weeks** after signing the contract

**Stage No. 3 - 1 piece of subject-matter**: **no earlier than 48 weeks** and no later than **72 weeks** after signing the contract

**Termination of the performance of the Contract** – **for Part 04** (completion of technology installation, commissioning and handover):

**Stage No. 1** - **1 piece of subject-matter**: no later than **6 weeks** after delivery in stage No. 1

**Stage No. 2 - 2 pieces of subject-matter**: no later than **6 weeks** after delivery in stage 2

**Stage 3 - 1 piece of subject-matter**: no later than **6 weeks** after delivery in stage 3

1. **Place of performance** of the public contract:
   * registered office of the contracting authority at the address: **Plavy 100, 468 46 Plavy, CZ**.
2. **Payment terms**:
   * 1. Payment in the amount of **50% of the agreed price for Stage 1 will be made after signing the contract**,
   * 1. Payment in the amount of **50% of the agreed price for Stage 2 will be made 24 weeks after signing the contract**,
   * 1. Payment in the amount of **50% of the agreed price for Stage 3 will be made 48 weeks after signing the contract**,
   * 2. Payment in the amount of **50% of the agreed price for all stages will be** made after the termination of the performance of the Contract according to the given stage.

The due date of each invoice is **at least 14 calendar days** from the date of delivery of the invoice to the buyer.

Each invoice must also **contain the name and registration number of the project**  (project name: „**Výroba towpregu pro vysokotlaké skladování vodíku ve společnosti Kümpers Textil s.r.o. pro využití v oblasti Automotive“** and the project registration number: **CZ.01.01.01/02/24\_051/0004940**).

1. **Contractual penalties**, in particular:
   * In the event of **failure to deliver the subject-matter of performance on time**, the seller shall pay the buyer a contractual penalty in the **amount of 0.05%** of the price of the subject-matter of performance not delivered on time within the given stage for each day of delay. The contracting authority allows the contractual penalty to be limited to 5% of the price of the subject-matter of performance not delivered on time.
   * If the seller **fails to meet the deadlines for putting the subject-matter into operation** through its own fault, it will pay the buyer a contractual penalty **of 0.05%** of the contractual amount within the given stage for each day of delay. The contracting authority allows the contractual penalty to be limited to 5% of the price of the subject-matter of performance.
   * In the event **of a delay in payment** within the period specified in the Contract, the Buyer shall pay the Seller a contractual penalty **of 0.05%** of the price of the late payment for each day of delay. The contracting authority allows the contractual penalty to be limited to 5% of the price of the subject-matter of performance.
   * The maximum total amount of the contractual penalty for the delay in the delivery of the subject-matter of performance, the delay in putting the subject-matter of performance into operation may not **exceed 5%** of the price of the subject-matter of performance.
2. **Warranty conditions:**

The warranty period is agreed to be **at least 12 months (the participant will state according to the offered evaluation criterion).**

The warranty period begins on the day following the receipt of the subject-matter of performance Contract.

1. Given that the subject matter of the Contract is financed from public expenditure, the seller is obliged to pay the right of consent in accordance with the provisions of Section 2(a) of the Contract Act. e) Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended, a person obliged to cooperate in the performance of financial control and undertakes to provide information and documents relating to the subject matter of the Contract to the supervisory authorities.
   1. As part of their offer, the Parties shall submit the following document, which shall form an annex to the Agreement:

* **Technical specification** of the subject-matter of the public contract, duly completed (**Annex 3.1 to 3.4** of this tender documentation according to the given part of the public contract).