Annex 2.04 to the Tender Documentation

terms of trade

Part 16

* 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. This commitment will be made by an affidavit (see Annex 1 to the cover sheet of this Tender Documentation).).

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

* 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:

* + **transport to the place of performance,**
  + **The contracting authority shall ensure** that the subject-matter of performance is composed at the place of performance
  + **installation at the place of performance, commissioning and commissioning**, testing and verification of the correct function, or its adjustment, tests, operator training, as well as the performance of other acts and activities necessary for the subject-matter of performance to fulfil the agreed or usual purpose,
  + **delivery of technical documentation** in English, German or Czech,
  + **Submission of a declaration of conformity** of the delivered subject-matter of performance with approved standards (CE certification).

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. **Duration of performance** of the contract:

**commencement of performance of the Contract: on the day of signing the Contract**

**termination of the performance of the Contract** – no later than **36 weeks** from the commencement of the performance of the Contract**.**

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** after signing the Contract,
   * 2. payment in the amount of **50% of the agreed price** after termination of the performance of the Contract based on the handover protocol.

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:
   * The contractual penalty for the delay of the selected supplier may not be lower than 0.05% of the contractual price for each day of delay.
   * The contractual penalty for the contracting authority's delay in paying invoices may not exceed 0.05% of the outstanding amount for each day of delay.
2. **Warranty conditions:**

**The warranty period is agreed to be at least 12 months.**

The warranty period begins to run on the day following the takeover of the subject-matter of the 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 documents, which shall form an annex to the Agreement:

* **Technical specification** of the subject-matter of the public contract, duly completed (**Annex 3.16** to this tender documentation according to the given part of the public contract).