Annex 2 to the Tender Documentation

terms of trade

* 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 shall make an affidavit of this undertaking (see Annex No. 1 of the Cover Sheet of this Tender Document).

**These terms and conditions cannot be changed in the Contract to the detriment of the contracting authority.**

* 1. The contract must contain the following terms and conditions:
1. **Identification of the contracting parties**, including the ID number and VAT number, 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:

* + **DAP delivery terms (Incoterms 2020)**
	+ **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, tests, training of the operator, 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 detailed technical documentation** in English, German or Czech in electronic and paper form, including a Declaration of Conformity (CE)
1. **Price** for the fulfilment of the subject-matter of performance, broken down:
	* price without VAT,
	* separately VAT at the appropriate rate
	* and the price includes VAT.

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

1. **Reserved Amendment to Contract Obligation:**

Pursuant to Section 100 (1) of the Public Procurement Act (by analogy with Article 7.2 (7.2.7) of the Rules for the Selection of Suppliers in the Operational Programme Technology and Applications for Competitiveness), the contracting authority reserves the  **right to change the obligation in the subject-matter of the** public contract, **namely in the scope of the supply within the purchase of the subject-matter of performance in individual stages**. The contracting authority stipulates the delivery of the subject-matter of the public contract in three stages (Stage No. 1 to Stage No. 3 of the subject-matter of the performance).

**The contracting authority guarantees the purchase of the subject-matter of performance within Stage 1.**

However, the contracting authority reserves the right not to remove the subject-matter of performance (number of pieces) of Stage 2 or Stage 3**.**

In the case of the purchase of the subject-matter of performance in Stage 2 or Stage 3, the contracting authority shall send the selected supplier a call for purchase in Stage 2 or in Stage 3 after the completion of the implementation of Stage 1.

If the contracting authority does not send the call for Stage No. 2 by **31.10.2026**, the subject of performance will not be implemented in Stage No. 2.

If the contracting authority does not send the call for Stage No. 3 by **31.10.2026**, the subject-matter of performance will not be implemented in Stage No. 3.

The contractor is not entitled to claim compensation for damage or other compensation, including lost profits, if the subject-matter of performance was not taken away in Stage 2 or Stage 3.

1. **Period of performance of the Agreement**:

**commencement of performance of the Agreement:**

**Stage No. 1** - **2 Subject-matter of performance**: on the day of signing the contract

**Stage No. 2 – max. 4 pieces of subject-matter**: from the date of delivery of the contracting authority's call to the selected contractor for the performance of Stage No. 2

**Stage No. 3 – max. 2 pieces of subject-matter**: from the date of delivery of the contracting authority's call to the selected contractor for the performance of Stage No. 3

**Delivery of the subject-matter of the Contract:**

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

**Stage 2 – max. 4 pieces of subject-matter**: no later than **24 weeks** from the delivery of the call for performance of Stage 2

**Stage 3 – max. 2 pieces of subject-matter**: no later than **24 weeks** from the receipt of the call for performance of Stage 3

**Termination of the performance of the Agreement** (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 – max. 4 pieces of the subject-matter of performance (if performance is carried out based on the contracting authority's request for this stage):** no later than **6 weeks** after delivery in stage No. 2

**Stage 3 – max. 2 pieces of the subject-matter of performance (if performance is carried out based on the contracting authority's request for this stage):** 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: **č.p. 100, 468 46 Plavy**.
2. **Payment terms**:

**STAGE 1:**

* + 1. payment in the amount of **20% of the agreed price for Stage 1 will be made after signing the contract**,
	+ 2. Payment in the amount of **70% of the agreed price for Stage No. 1 will be made upon sending the subject-matter of performance**
	+ 3. Payment in the amount of **10% of the agreed price for Stage 1 will be** made after the termination of the performance of the Contract for Stage 1.

**STAGE No. 2 (if performance is carried out for this stage based on the contracting authority's request):**

* + 1. payment in the amount of **20% of the agreed price for Stage 2 will be after sending the call for performance**
	+ 2. Payment in the amount of **70% of the agreed price for Stage No. 2 will be made upon dispatch of the subject-matter of performance**
	+ 3. A payment of **10% of the agreed price for Stage 2 will be** made after the termination of the performance of the Contract for Stage 2.

**STAGE No. 3 (if performance is carried out for this stage based on the contracting authority's request):**

* + 1. payment in the amount of **20% of the agreed price for Stage 3 will be will be after sending the call for performance** ,
	+ 2. Payment in the amount of **70% of the agreed price for Stage No. 3 will be made upon sending the subject-matter of performance**
	+ 3. Payment in the amount of **10% of the agreed price for Stage 3 will be** made after the termination of the performance of the Contract for Stage 3.

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: **Production of towpreg for high-pressure hydrogen storage in Kümpers Textil s.r.o. for use in the automotive sector** and 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, delay in putting the subject-matter of performance into operation may not **exceed 5%** of the price of the subject-matter.
2. **Warranty conditions:**

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

The warranty period begins to run on the day following the receipt of the subject-matter of the Agreement.

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** of the tender documentation)