

TENDER SPECIFICATION

for the preparation of a tender for a public tender pursuant to Act no. 137/2006 Coll., on public tenders
(hereinafter “Act”)

Name of public tender: Superconducting vector field magnet and suitable cryostat with variable temperature insert

Name of Contracting Authority: Institute of Physics of the Czech Academy of Sciences

Registered address: Na Slovance 1999/2, 182 21 Praha 8

Registration number: 68378271

Person authorized to act on behalf of the Contracting Authority: doc. Jan Řídký, CSc., director

Contact person: Ing. Vít Novák, CSc.

Phone: (+ 420) 220 318 471 or (+ 420) 220 318 428

E-mail: novakvit@fzu.cz

This Tender Specification is only officially provided in Czech; an unauthorized and unofficial translation to English is provided with it for informative purposes but it should only be used as an informative document and all and any legal essentials are binding in accordance with the Czech version of the document. Tenderers may have the Czech official original document translated at their expense.

1 DEFINITION OF THE SUBJECT MATTER OF THE PUBLIC TENDER

1.1 Classification of the subject matter of the public tender

Classification of the subject matter of the public tender corresponds to item:

- Measuring instruments – CPV code: 38300000-8

1.2 Description of the subject matter of the public tender

The subject matter of the public tender is the delivery of equipment consisting of a superconducting magnet with 3D field rotation and a corresponding cryostat with a variable temperature insert. The equipment will be used to measure the anisotropic transport properties of magnetic materials.

1.3 Required technical specification

The object of the tender is equipment consisting of:

(1) Superconducting magnet with the following specification:

- vertical field 2T or larger
- horizontal field 2T
- field homogeneity in vertical direction: <0.1%

- field homogeneity in horizontal directions: $<2\%$
- including power supplies and control software
- (2) Cryostat with helium recondensation
- (C) Variable temperature insert
- temperature range 1.5K - 300K
- temperature stability $\leq 0.2\text{K}$ over 30 minutes
- sample space diameter $\geq 49\text{nm}$, or compatible with a commercially available He3 insert

1.4 Time of performance of the public tender

The expected time of delivery of the equipment is within two months after the contract with the selected tenderer.

1.5 Place of performance of the public tender (Place of Delivery)

The equipment shall be delivered to the facility of the Institute of Physics of the Czech Academy of Sciences at Cukrovarnická 10/112, 162 00 Prague 6, Department of Spintronics and Nanoelectronics.

1.6 Anticipated price

Anticipated value of the public tender: CZK 5,500,000 inclusive of VAT

2 CONDITIONS AND REQUIREMENTS FOR TENDER PREPARATION

- 2.1 Tenders shall be submitted in writing and in a properly sealed envelope with seals provided with the designation of the (trade) name and a seal/signature of the tenderer's authorized representative body or a person authorized to represent the tenderer. The envelope shall be marked "**Do Not Open – PT: SUPERCONDUCTING MAGNET**". The envelope must give an address to which a notice pursuant to section 71 (6) of the Act can be sent.
- 2.2 Tenders shall be submitted **no later than on 16th March at 8.00 am** to the Contracting Authority's address: Fyzikální ústav AV ČR, v. v. i., Na Slovance 1999/2, 182 21 Praha 8, Czech Republic. Tenders may be handed over at the above address from 7.30 am to 3.30 pm on working days.
- 2.3 Each tender shall include the tenderer's identification information, especially: trade name, registered office, registration number, person authorized to act on behalf of the tenderer/person authorized to represent the tenderer, contact address for written communication between the tenderer and the Contracting Authority.
- 2.4 The tender must be prepared in Czech or English and must include a draft contract in Czech, signed by a person authorized to act in the name or on behalf of the tenderer. Qualification documents may be submitted in Czech, English or German.
 - 2.4.1 If the tender is prepared in Czech, it is **necessary** to enclose the offered technical specifications of the offered instrument also in English.
- 2.5 All sheets of the tender shall be numbered in an ascending continuous series and shall be firmly attached or stapled to one another to be sufficiently secured against removal from the tender. Tenders shall be properly legible, without any crossed out or overwritten text.

- 2.6 The tenderer shall submit the tender in an original copy; the Contracting Authority also recommends submitting a copy of the tender – the dossiers shall be identified as “Original” and “Copy”.
- 2.7 The tenderer shall be bound by the entire contents of its tender throughout the duration of the contract awarding period.
- 2.8 If a tender is jointly submitted by multiple tenderers (joint tender), they shall also specify in the tender the person authorized to represent the tenderers in communication with the Contracting Authority during the awarding procedure.
- 2.9 The tenderer shall also submit its tender in electronic form on a CD, in an MS Office or compatible format or in the .pdf format (this does not apply to documents evidencing the tenderer’s qualification). The medium shall be identified with the tenderer’s name and the name of the public tender.
- 2.10 The submitted tender shall have the following structure:
- a) Front page
Name of public tender, Contracting Authority’s identification.
 - a) Table of contents
Must include all of the chapters contained thereafter with the required structure, together with appropriate sheet/page numbers.
 - b) General information about the tenderer
Tenderer’s name, legal form, registered office, reg. no., VAT identification no., bank connection, names of members of the company’s authorized representative body incl. contact information (phone, fax, e-mail, address), person authorized for further negotiations including a written authorization for representation and company profile.
 - c) Tender cover sheet
The tender cover sheet shall contain the following information: name of the public tender, basic identification of the Contracting Authority and the tenderer (including persons authorized for further negotiations), maximum acceptable price of the tender structured according to the tender specification, date and signature of a person authorized to act on behalf of the tenderer. The tenderer shall use Appendix 1.
 - d) Documents evidencing qualifications, structured as specified in section 3 of the tender specification
 - e) Tender price
 - f) Relevant data and information for the purposes of evaluation according to section 7 of the tender specification
 - g) Time and financial schedule of performance, instrument installation and commencement
 - h) Draft contract signed by a person authorized to act in the name or on behalf of the tenderer

3 SUPPLIER QUALIFICATION

3.1 A supplier shall be deemed to have the required qualification pursuant to section 50 et seq. of the Act if they evidence compliance with:

- Basic qualification requirements pursuant to section 53 of the Act
- Professional qualification requirements pursuant to section 54 of the Act
- Economic and financial qualification requirements pursuant to section 55 of the Act
- Technical qualification requirements pursuant to section 56 of the Act

3.2 **Time limit for evidencing the qualification**

The tenderer shall evidence its qualification within the time limit for the submission of the tender as specified in section 2.2 thereof.

3.3 **Basic qualification requirements**

3.3.1 The basic qualification requirements are met by a supplier:

- a) that has not been the subject of a conviction by final judgment of a crime committed in favour of a criminal organization, the crime of participation in a criminal organization, money laundering, complicity, accepting or offering a bribe, indirect bribery, fraud, credit fraud, including cases of preparation or attempt or involvement in such a criminal offence, or for whom the same has been expunged; in the case of a legal entity, the above requirement applies to its authorized representative or to every member of the authorized representative body, and if the supplier's authorized representative or a member of the authorized representative body is a legal entity then the requirement applies to that legal entity's authorized representative or every member of its authorized representative body; if the tender or request to participate is submitted by a foreign legal entity through its organizational unit, the requirement set down in this paragraph must also be met by the head of the organizational unit, in addition to the aforementioned persons; the supplier must meet this basic qualification requirement in relation to both the territory of the Czech Republic and the country of its registered office, place of business or residence,
- b) that has not been the subject of a conviction by final judgment of a crime the body of which is related to the supplier's line of business pursuant to special laws or for whom the same has been expunged; in the case of a legal entity, this requirement applies to its authorized representative or to every member of the authorized representative body, and if the supplier's authorized representative or a member of the authorized representative body is a legal entity then this requirement applies to that legal entity's authorized representative or every member of its authorized representative body; if the tender or request to participate is submitted by a foreign legal entity through its organizational unit, the requirement set down in this paragraph must also be met by the head of the organizational unit, in addition to the aforementioned persons; the supplier must meet this basic qualification requirement in relation to both the territory of the Czech Republic and the country of its registered office, place of business or residence,
- c) that has not accomplished the elements of unfair competition through bribery pursuant to special law during the past 3 years,

- d) whose assets are not and have not been in the past 3 years subject to bankruptcy proceedings during which a bankruptcy order was issued or a bankruptcy petition was not declined because its assets were not sufficient to cover the cost of the bankruptcy proceedings or insolvency proceedings were not abandoned because its assets were absolutely insufficient or receivership was introduced pursuant to special laws,
- e) that is not winding up,
- f) that has no tax arrears in tax records both in the Czech Republic and in the supplier's country of registered office, place of business or residence,
- g) that has no public health insurance premium/penalty arrears both in the Czech Republic and in the supplier's country of registered office, place of business or residence,
- h) that has no social security premium/penalty/employment scheme contribution arrears both in the Czech Republic and in the supplier's country of registered office, place of business or residence,
- i) that has not been the subject of a final disciplinary penalty or disciplinary measure pursuant to special laws in the past 3 years if evidence of professional qualification pursuant to special laws is required under section 54 (d) of the Act; if the supplier carries out such activities through a responsible agent or another person responsible for the supplier's activities, this requirement applies to such persons, and
- j) that has no record in the register of entities banned from executing public tenders,
- k) that submits a list of authorized representatives or members of authorized representative bodies working at the Contracting Authority in the past 3 years, and
- l) that, if it has the form of a joint-stock company, submits a current list of shareholders with a share greater than 10%.

3.3.2 The tenderer shall evidence compliance with the basic qualification requirements by providing:

- a) a statement of criminal records for sections 3.3.1 (a) and (b) of the tender specification. If a legal person, the tenderer shall provide a statement of criminal records for its authorized representative or all members of the authorized representative body. If the tender is submitted by a foreign legal person through its organizational unit, the tenderer shall provide statements of criminal records for the head of the organizational unit as well as the foreign person's authorized representative or all members of the authorized representative body. The statement of criminal records shall not be older than 90 days as of the deadline for the submission of tenders.
- b) a certificate from the competent tax office and, in relation to excise, an affirmation for section 3.3.1 (f) of the tender specification, which shall not be older than 90 days as of the deadline for the submission of tenders.
- c) a certificate from the competent body or institution (in the Czech Republic, this is the Czech Social Security Administration) for section 3.3.1 (h) of the tender specification, which shall not be older than 90 days as of the deadline for the submission of tenders.
- d) an affirmation for sections 3.3.1 (c), (d), (e), (g), (i) and (j) of the tender specification
- e) a list for sections 3.3.1 (k) and (l) of the tender specification.

3.4 Professional qualification requirements

The professional qualification requirements will be evidenced by a supplier that presents:

- a) an excerpt from the companies register, if registered therein, or an excerpt from a similar register, if registered therein, that is not older than 90 days as of the date of qualification evidence, i.e. the deadline for the submission of tenders,
- b) a certificate of business licence pursuant to special laws in a scope corresponding to the object of the public tender, especially a trade licence certificate.

3.5 Economic and financial qualification requirements

The economic and financial qualification requirements will be met by a supplier that presents:

- a) an insurance policy or insurance certificate whose subject matter is the supplier's third-party liability insurance with a minimum amount of CZK 5,000,000
- b) information about the supplier's total turnover obtained pursuant to special laws for the past 3 accounting periods, with a minimum amount of CZK 8,000,000 for each of the accounting periods. To evidence its business turnover, the tenderer/candidate shall use Appendix 2 "Declaration of Achieved Business Turnovers".

3.6 Technical qualification requirements

The technical qualification requirements will be met by a supplier that presents:

a list of major deliveries of a similar nature made by the supplier in the past 3 years, stating their scopes and delivery periods. The list must be accompanied by at least 3 certificates issued or signed by a contracting authority if the goods were delivered to a contracting authority, or certificates issued by another person if the goods were delivered to a person other than a contracting authority, or the supplier's affirmation if the goods were delivered to a person other than a contracting authority and such a certificate cannot be obtained from the person due to reasons on the person's part. A contract of a similar nature means a delivery of equipment – a measuring instrument worth at least CZK 5 million inclusive of VAT.

- 3.7 Documents evidencing qualifications may be submitted as uncertified copies. Documents evidencing qualifications that are in a language other than Czech, English or German must be presented as an official translation.

- 3.8 If qualification is evidenced through a subcontractor, the supplier shall be obliged to present to the Contracting Authority a contract with the subcontractor that implies the subcontractor's obligation to provide the performance intended for the supplier's execution of the public tender or to provide things or rights that will be at the supplier's disposal within the execution of the public tender, at least to the extent to which the subcontractor has evidenced the qualification. However, the supplier is not allowed to use a subcontractor to evidence qualification pursuant to sections 53 and 54 (a) of the Act.

- 3.9 If the object of the public tender is to be performed jointly by multiple suppliers that submit a joint tender to that end, each of the suppliers shall be obliged to evidence compliance with the basic qualification requirements pursuant to section 53 of the Act and the professional qualification requirement pursuant to section 54 (a) of the Act to the full extent. The suppliers shall also be obliged to present a contract containing a covenant of all of the suppliers to be liable to the Contracting Authority and any third persons under any legal relations arising in connection with this public tender jointly and severally throughout the period of execution of the public tender.
- 3.10 Pursuant to the provision of section 127 (1) of Act no. 137/2006 Coll., on public tenders, the tenderer may submit an excerpt from the List of Qualified Suppliers to fully substitute the evidence of basic qualification requirements pursuant to section 53 (1) and professional qualification requirements pursuant to section 54 of the Act, to the extent to which the documents evidencing compliance with such professional qualification requirements cover the Contracting Authority's requirements for such evidence. Pursuant to section 127 (4) of the Act, the excerpt from the List of Qualified Suppliers shall not be older than 3 months.
- 3.11 Evidencing qualification for foreign persons**
- Unless provided otherwise by a special law, a foreign supplier shall evidence qualification in a manner pursuant to the law applicable in its country of registered office, place of business or residence, to the extent required by the Act and the Contracting Authority. If a certain document is not available under the law applicable in the foreign supplier's country of registered office, place of business or residence, the foreign supplier shall be obliged to evidence such partial qualification by an affirmation. If an obligation the performance of which should be evidenced within the qualification is not required in the foreign supplier's country of registered office, place of business or residence, the foreign supplier shall make an affirmation of such a fact.
- The foreign supplier shall present documents evidencing its qualification in the original language, accompanied by a certified translation into Czech, unless the Contracting Authority's specifications or an international treaty binding the Czech Republic provide otherwise; this also applies if qualification is evidenced with documents in a language other than Czech by a supplier having its registered office, place of business or place of residence on the territory of the Czech Republic. For this public tender, the Contracting Authority allows tenderers to submit documents evidencing qualification also in English or German; this means that tenderers do not have to submit a certified translation into Czech for documents evidencing qualification that are submitted in English or German.
- 3.12 Consequence of failure to evidence qualification**
- A tenderer that fails to evidence its qualification in the required scope or fails to meet its obligation laid down in section 58 of the Act shall be excluded from the awarding procedure by the Contracting Authority.

4 VARIANT SOLUTIONS

- 4.1. The tender may include variant solutions (e.g. a combination of a magnet with a greater magnetic field and a passive low-loss cryostat); however, such solutions must be clearly distinguished.
- 4.2. In their tenders, tenderers shall successively state their unambiguous positions for all of the aforementioned items of required technical specifications, clearly stating whether the offered equipment meets (or surpasses) the required parameters or how the offered equipment provides the required functionalities.

5 TENDER PRICING

- 5.1 The tenderer shall be obliged to specify the total tender price, broken down into the total price in CZK exclusive of VAT, VAT rate in %, total VAT in CZK and total price in CZK inclusive of VAT.
- 5.2 The total tender price shall be specified as the maximum acceptable price including all fees and any other costs associated with the execution of the public tender. The tender price must include the cost of transport, administrative fees, taxes, duties, approval procedures, required testing, obtaining a declaration of conformity, certificates and test reports, transfer of rights, insurance, carriage, etc.
- 5.3 The amount of tender price must be guaranteed throughout the execution period; the Contracting Authority only allows exceeding the tender price in connection with a change in VAT-related tax legislation.

6 PAYMENT TERMS AND CONDITIONS

- 6.1 The Contracting Authority shall pay the price of the subject matter of the public tender in the Czech currency against a tax document/invoice to the amount of:
 - no more than 10% of the contractual price within 14 days of the date of signing of the contract
 - 80% of the contractual price after the delivery of the equipment to the place of performance
 - the remaining 10% of the contractual price after installation at the place of deliveryInvoices shall be payable within 21 days of receipt by the Contracting Authority.
- 6.2 Each tax document/invoice shall include all particulars of a proper accounting/tax document within the meaning of applicable legislation, in particular act no. 235/2004 Coll., on value-added tax, as amended. If an invoice lacks the appropriate particulars, the Contracting Authority shall be entitled to return it to the tenderer for amendment before the due date without being deemed in default. The term of payment shall commence again upon the re-submitting of a duly amended or corrected document.

- 6.3 The final invoice shall include a statement of all previous payments. The supplier shall be entitled to issue it upon the signature of the completion certificate and the Contracting Authority's acceptance of the scientific instrument.
- 6.4 The Contracting Authority shall respect terms and conditions laid down by bodies providing public aid if they differ from the agreed method of financing.

7 EVALUATION CRITERIA

- 7.1 Pursuant to section 78 (1) of the Act, tenders shall be evaluated on the basis of the economic advantageousness of tenders.

7.2 Evaluation sub-criteria are:	Sub-criterion weighting:
a) Total bid price	40%
b) Level of other technical solutions	30%
c) Warranty period offered	15%
d) Post-warranty service	15%

Under sub-criterion (a), the Contracting Authority will evaluate the amount of the total tender price in CZK exclusive of VAT, prepared in accordance with section 5 of the tender specification.

Under sub-criterion (b), the Contracting Authority will evaluate whether the equipment allows (without major modifications) implementing additional components (higher standard) for the measurement of the anisotropic transport properties of magnetic materials, and the extent of other add-on equipment compatible to the offered system.

Under sub-criterion (c), the Contracting Authority will evaluate the length of warranty proposed by the tenderer for the delivered equipment as a whole (at least 12 months).

Under sub-criterion (d), the Contracting Authority will evaluate the reaction time in case of a warranty claim and an offer for a financial benefit in case of the post-warranty service.

- 7.3 The evaluation committee will use a range of 0 to 100 points to evaluate tenders based on all of the sub-criteria. Each tender will be given a total score reflecting the successfulness of the tender under a given sub-criterion. The maximum score for each sub-criterion is based on the weighting of each sub-criterion as specified in section 7.2 of the tender specification.

For quantifiable criteria for which the most advantageous tender has the minimum criterion value, each evaluated tender will receive a score that is the product of 100 and the ratio of the value of the most advantageous tender to the evaluated tender.

For quantifiable criteria for which the most advantageous tender has the maximum criterion value, each evaluated tender will receive a score that is the product of 100 and the ratio of the value of the tender to the value of the most advantageous one.

For unquantifiable sub-criteria, the evaluation committee will put the tenders in order from the most advantageous to the least advantageous, give the most advantageous tender a score of 100 points and give each subsequent tender a score representing the rate of fulfilment of the sub-criterion in relation to the most advantageous tender.

The evaluation committee will then carry out scoring evaluation by multiplying each sub-criterion score by the weighting of a given criterion. After adding up the resulting values of each tender, the evaluation committee will put the tenders in order of successfulness, the most successful tender being the tender receiving the highest value.

- 7.4 The tenderer shall not be allowed to make any proposed terms and conditions that are subject to evaluation conditional on any other term or condition. Making terms and conditions conditional or specifying several different values for the terms and conditions that are subject to evaluation shall be a reason for tender rejection and tenderer exclusion from the awarding procedure. The Contracting Authority shall do the same if the value of a term or condition that is subject to evaluation is specified in units or form other than those required by the Contracting Authority.

8 OTHER REQUIREMENTS

- 8.1 The tenderer is obliged to specify in its tender those parts of the public tender that it intends to subcontract to one or more subcontractors and is obliged to include identification information for all such subcontractors.
- 8.2 The Contracting Authority reserves the right to verify information about third parties provided by the tenderer and the tenderer is obliged to provide all necessary assistance in this respect.

9 TRADE TERMS AND CONDITIONS

- 9.1 The tenderer is obliged to accept the enclosed draft purchase contract without reservation - Appendix 3.
- 9.2 The draft contract must be signed by the tenderer's authorized representative or a person authorized or appointed to do that by the authorized representative. In this case, the original or a certified copy of the authorization or appointment document must be part of the tenderer's draft contract.

10 OPENING ENVELOPES WITH TENDERS

Deliver your tender by post or in person to the Contracting Authority's address: Fyzikální ústav AV ČR, v. v. i., Na Slovance 1999/2, 182 21 Praha 8, Czech Republic.

The envelope with the tender must be properly sealed, state the tenderer's address and must be clearly marked: **"Public Tender – Superconducting Magnet – Do Not Open!"**

Envelopes will be opened in the Contracting Authority registered office on 16th March 2011 at 9.00 am.

Tenderers' representatives present at the opening of the envelopes must prove their identity and, if necessary, their authority to act in the name of a tenderer.

Tenders shall be submitted in writing in Czech or English.

A tender in documentary form must be submitted **in one properly sealed envelope** containing one original and a copy, plus a copy on a CD as specified by the Contracting Authority in this tender specification (text in MS Word format, tables in MS Excel format). If there is doubt or discrepancy between the individual copies, the original copy of the tender in printed form shall prevail.

The envelope shall be marked with the name of the public tender. The envelope must give an address to which a notice pursuant to section 71, subsection 6, of the Act can be sent.

The tenderer shall provide an address for written communication in the tender. If a recorded delivery is not accepted by the tenderer at that address, it shall still be deemed delivered.

Prague, 28th February 2011



doc. Jan Řídký, CSc.
Director

LIST OF APPENDICES:

1. Tender cover sheet
2. Declaration of Achieved Turnovers
3. Draft contract

Annex 1

BID COVER SHEET

for public tender

Superconducting vector field magnet with cryostat and variable temperature insert

Procurer: Fyzikální ústav Akademie věd ČR, v.v.i.
Seat: Na Slovance 1999/2, 182 21 Praha 8, Czech Republic
ID: 68378271
Statutory representative: doc. Jan Řídký, CSc., director
Contact person: Ing. Vít Novák, CSc.
Phone: (+ 420) 220 318 471 nebo (+ 420) 220 318 428
E-mail: novakvit@fzu.cz

Competitor:
Seat:
ID:
Tax ID:
Statutory representative:
Bank details:
Contact person:
Phone:
E-mail:

Bid price:

Total bid price without VAT (CZK):

Total bid price with VAT (CZK):

In dated.....

.....
Signature and stamp of the bidder

Annex 2

STATEMENT OF TURNOVER ACHIEVED

Year	Turnover in milion of CZK
2008	
2009	
2010	
Company – ID (completed by the competitor)	Signature by the Statutory Representative

Binding purchase contract proposal

Purchase Agreement

.....
registered seat.....
represented by
Business ID:
TAX ID:
Account number:
"Seller"

and

Fyzikální ústav Akademie věd ČR, v. v. i.

registered seat : Na Slovance 2, 182 21 Praha 8, Czech Republic

represented by: doc. Jan Řídký CSc., director

Business ID: 68378271

TAX ID: CZ-68378271

Account number: 671996443

Bank code: 0300

Name of bank: Československá obchodní banka a.s., Na Poříčí 24, 115 21 Praha 1

„Buyer“

I. Matter of subject

Subject matter of this agreement is a **single delivery of an unit consisting of a superconducting vector field magnet with cryostat and variable temperature insert**, according to a contractual documentation/tender documentation (hereinafter the „Unit“), supplied with an Operation manual guide and Unit installation and an operating staff training services included.

II. Purchase price

- 1) Purchase price isCZK, VAT isCZK
- 2) Purchase price will be payable as follows:

- a) 10 (% of price) including VAT within 14 days of signing the contract.
 - b) 80 (% of price) including VAT after the Unit will be delivered to it's place of fulfillment.
 - c) 10 (% of price) including VAT after the installation of the Unit will be completed at a place of fulfillment.
- 3) In accordance with the purchase price, seller will issue an invoices containing:
- a) specific name: "invoice"
 - b) invoiced amount (in case the seller is a VAT subject, also supplied with a taxable payment and VAT detailing)
 - c) Seller's and Buyer's names and registered addresses, and their business ID numbers.
 - d) Seller's and Buyer's banking institutions names including the appropriate account numbers.
 - e) reference to this contract
 - f) invoice posting date and invoice due date, respecting the terms of this contract.
- 4) The invoice is due within 21 days from the day of delivery to the buyer.

III. Seller's obligations

Seller undertakes at his own expense within two months after signing the contract with the successful tenderer:

- a) to deliver the Unit at the working place of Institute of Physics AV ČR, v. v. i., department of spintronics and nanoelectronics, Cukrovarnická 10/112, 162 00 Prague 6, Czech Republic.
- b) to assemble the Device,
- c) to train the unit operating staff

IV. Acquisition of ownership by the buyer

- 1) Buyer acquire ownership of the Unit at the moment of the Unit handover.
- 2) Part of the handover procedure is to undertake the necessary tests and inspections along with handing over the documentation.
- 3) The buyer is obliged to ensure the readiness of the installation site before installing the unit.

V. Guarantee

- 1) The seller provides buyer with a guarantee of quality of the goods for a period of.....months.
- 2) Warranty period runs on the date of signing the handover protocol.
- 3) The seller is obliged at his own expense to remove defects raised during the warranty period. The seller is obliged to respond to the announcement claim of the buyer within a maximum hours from receipt of the complaint. The seller is obliged to remove a common defect within the limits days of receipt of claim notification. The defect

that is not common, the seller is obliged to remove within a reasonable objective nature of the malfunction.

VI. Withdrawing from the contract

- 1) The buyer is entitled to withdraw from the contract without any penalty, if the object of fulfillment will not be delivered within agreed deadlines.
- 2) The buyer is entitled to withdraw from the contract without any penalty, in case of not being awarded financial grants to realize the object of fulfillment, or the grant is reduced or postponed.

VII. Penalties

- 1) In the case of Buyer's delay in payment of invoices, the buyer pays the seller interest on late payment in the amount of 0.01% of owed amount for each day of delay.
- 2) The buyer is obliged to pay the seller the amount of 0.1% of total purchase price for each day of delay in delivery of the Unit.

VII. Final agreement

- 1) Annex 1 to this contract is the "Technical documentation of the Unit".
- 2) The rights and obligations not specified in this agreement are governed by the terms of the buyer's tender documentation ref. number: FZÚ/THS-68/2011 of 28th February 2011, annexed to this agreement as the annex nr. 2.
- 3) Other provisions of the contract not governed by these contractual terms shall be governed by the Act No. 513/1991 Coll., Commercial Code as revised and amended.
- 4) Any disputes between the buyer and seller will be addressed to the court according to the registered address of the buyer. Arbitration is excluded.
- 5) In case of conflict between the content written in Czech language and the translation into another language, the provisions of this Agreement written in Czech language will be applied.

Date

.....
doc. Jan Řídký, CSc.
director
buyer

.....
seller