Purchase Contract

(hereafter the “**Contract”**)

1. **CONTRACTUAL PARTIES**
   1. **Fyzikální ústav AV ČR, v. v. i.** (Institute of Physics of the Czech Academy of Sciences)**,**

with registered offices at: Na Slovance 1999/2, 182 00 Praha 8, Czech Republic,

represented by: RNDr. Michael Prouza, Ph.D., Director,

registered in the Register of public research institutions of the Ministry of Education, Youth and Sports of the Czech Republic.

ID No.: 68378271

Bank: xxxxxxxxxxxxxxxxxxxxxxxx

Account No.: xxxxxxxxxxxxxxxxxxxxxxxx

(hereinafter referred to as the “**Buyer**”)

and

* 1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

with registered offices at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

represented by: \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_,

registered in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

ID No.: \_\_\_\_\_\_\_\_\_\_\_\_

Tax ID No.: \_\_\_\_\_\_\_\_\_\_\_\_

Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (TO BE FILLED IN BY THE BIDDER)

(hereinafter referred to as the “**Seller**”)

(the Buyer and the Seller are hereinafter jointly referred to as the “**Parties**” and each of them individually as a “**Party**”).

1. **FUNDAMENTAL PROVISIONS**
   1. The Buyer is *the Beneficiary* of the project "Investment for RI CERN-CZ (CERN-INV)" under the *Operational Programme Jan Amos Komenský* within the framework of EU funds, project registration number CZ.02.01.01/00/23\_015/0008198 (hereinafter referred to as the “**Project**”). The subject of performance under this Contract is intended for the Project and mainly financed from the support provided for its implementation.
   2. The Seller has been selected as the winner of a public procurement procedure announced by the Buyer in accordance with Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter the **“Act”**), for the public contract with the title **“Precision LCR meters”** (hereinafter the “**Procurement Procedure**”).
   3. The documentation necessary for the implementation of the subject of performance hereof consist of
      1. **Technical specifications** of the subject of performance hereof attached as **Annex 1** hereto**.**
      2. The Seller´s bid submitted within the Procurement Procedure in its parts which describe the subject of performance in technical detail (hereinafter the “**Seller’s Bid**”); the Sellers’s Bid forms **Annex 2** to this Contract and is an integral part hereof.

In the event of a conflict between the Contract and its Annex or between the Contract’s Annexes, the technical specification / requirement of the higher level / quality shall prevail.

* 1. The Seller acknowledges that it is essential for the Buyer that the Seller delivers and handovers the subject of performance within the specified time and in the specified quality as stated in Annexes 1 and 2 of this Contract (including invoicing). If the Seller fails to comply with the contractual requirements, the Buyer may incur damages.

1. **SUBJECT-MATTER OF THE CONTRACT** 
   1. The subject of this Contract is the Seller’s obligation to deliver and transfer into the Buyer’s ownership:

a **precision LCR meters** **s**pecified in detail in Annexes 1 and 2 hereto

(hereinafter the **“Equipment”**)

and the Buyer's obligation to accept the Equipment and to pay the Seller the purchase price as defined below.

* 1. The following activities are an integral part of the performance to be provided by the Seller:
     1. Transport of the Equipment incl. all accessories specified in Annexes 1 and 2 hereto to the place of delivery;
     2. Telephone or on-line assistance with the installation of the Equipment;
     3. Delivery of detailed instructions and manuals for operation and maintenance in Czech or English language, in electronic or hardcopy (printed) versions;
     4. Free-of-charge warranty service during the warranty term;
     5. Provision of free technical support in the form of consultations, e.g. regarding fine tuning of the Equipment. The Seller shall provide the Buyer with this free support even after the warranty expires.
  2. The Seller shall be liable for the Equipment and related services to be in full compliance with this Contract, its Annexes and all valid legal regulation, technical and quality standards and shall also be liable that the Buyer will be able to use the Equipment for the defined purpose. In case of any conflict between applicable standards, it is understood that the stricter standard or its part shall always apply.

1. **PERFORMANCE PERIOD**

The Seller undertakes to manufacture and deliver the Equipment to the Buyer within **3 months** of the conclusion of the Contract.

1. **PURCHASE PRICE, INVOICING, PAYMENTS**
   1. The purchase price is based on the Seller’s submitted bid and amounts to **\_\_\_\_\_\_\_\_ CZK** (in words: \_\_\_\_\_\_\_\_\_\_\_) (TO BE FILLED IN BY THE BIDDER)excluding VAT for the Equipment (hereinafter the **“Price”**)VAT shall be settled in accordance with the valid Czech regulation.
   2. The Price includes any and all performance provided by the Seller in connection with meeting the Buyer’s requirements for the proper and complete delivery of the Equipment hereunder, as well as all costs that the Seller may incur in connection with the delivery of the Equipment.
   3. The Seller is entitled to invoice the Price after the acceptance protocol in accordance with Section 10.4 will have been signed. In case the Equipment will be delivered with minor defects, the Price shall be invoiced after removal of these minor defects.
   4. All invoices issued by the Seller must contain all information required by the applicable laws of the Czech Republic and, in addition, they must
      1. contain registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller’s request before the issuance of the first invoice,
      2. state that the Equipment is supplied for the purposes of the project "Investment for RI CERN-CZ (CERN-INV)" with the registration number CZ.02.01.01/00/23\_015/0008198,
      3. comply with the double taxation agreements, if applicable.
   5. Buyer requests electronic invoicing to the electronic address [efaktury@fzu.cz](mailto:efaktury@fzu.cz).
   6. Invoices shall be payable within thirty (30) days of the date of their delivery to the above address. Payment of the invoiced amount means the date of its remittance to the Seller’s account.
   7. If an invoice is not issued in conformity with the payment terms stipulated by the Contract or if it does not comply with the requirements stipulated by law, the Buyer shall be entitled to return the invoice to the Seller as incomplete, or incorrectly issued, for correction or issue of a new invoice, as appropriate, within five (5) business days of the date of its delivery to the Buyer. In such a case, the Buyer shall not be in delay with the payment of the Price or part thereof and the Seller shall issue a corrected invoice with a new and identical maturity period commencing on the date of delivery of the corrected or newly issued invoice to the Buyer.
   8. The Buyer shall be entitled to unilaterally set off any of their payments against any receivables claimed by the Seller due to:
      1. damages caused by the Seller,
      2. contractual penalties.
   9. The Seller shall not be entitled to set off any of his receivables against any part of the Buyer’s receivable hereunder.
2. **OWNERSHIP TITLE**

The ownership right to the Equipment and at the same time the associated risk of damage shall pass to the Buyer by delivery.

1. **PLACE OF DELIVERY**

The place of delivery of the Equipment shall be the seat of the Buyer at Na Slovance 1999/2, 182 00 Praha 8, Czech Republic.

1. **NOTIFICATION OF DELIVERY**

The Seller shall notify the Buyer in writing of the exact date of delivery of the Equipment at least 15 days prior to such date, ensuring that the deadline for the performance hereunder is maintained.

1. **INTERACTION OF THE PARTIES**
   1. The Seller undertakes to notify the Buyer of any obstacles on his part, which may negatively influence proper and timely delivery of the Equipment.
   2. The Seller undertakes to provide the Buyer with cooperation in the event of inspections by authorized entities in connection with the Project.
2. **DELIVERY AND ACCEPTANCE**
   1. The Seller shall transport the Equipment at his own cost to the place of delivery. If the shipment is intact, the Buyer shall issue delivery note for the Seller.
   2. The Buyer shall verify whether the Equipment is functional and meets the technical requirements set out in Annexes 1 and 2 hereof within 3 weeks of the delivery of the Equipment.
   3. The delivery shall include all technical documentation pertaining to the Equipment, user manuals and certificate of compliance of the Equipment and all its parts and accessories with approved standards.
   4. The procedure shall be completed by acceptance of the Equipment confirmed by the acceptance protocol. The protocol shall contain the following information:
      1. Information about the Seller, the Buyer and any subcontractors;
      2. Description of the Equipment including description of all components and their serial numbers;
      3. List of technical documentation including the manuals;
      4. Eventually reservation of the Buyer regarding minor defects including the manner and deadline for their removal and
      5. Date and signature of the representative of the Buyer specified in Section 11.2 hereof.
   5. Acceptance of the Equipment does not release the Seller from liability for defects that were not detected during the acceptance procedure.
   6. The Buyer shall not be obliged to accept Equipment, which would show defects that would otherwise not form a barrier, on their own or in connection with other defects, to using the Equipment. In this case, the Buyer shall issue a record containing the reason for his refusal to accept the Equipment.
3. **REPRESENTATIVES, NOTICES**
   1. The Seller authorized the following representatives to communicate with the Buyer in all matters relating to the Equipment delivery:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

tel. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (TO BE FILLED IN BY THE BIDDER)

* 1. The Buyer authorized the following representatives to communicate with the Seller in all matters relating to the Equipment delivery:

xxxxxxxxxxxxxxxx  
e-mail: xxxxxxxxxxxxxxxx  
tel. (+420) xxxxxxxxxxxxxxxx

* 1. The representatives according to Sections 11.1 and 11.2 can be changed by a unilateral written declaration of the Buyer / Seller delivered to the Seller / Buyer.
  2. All notifications to be made between the Parties hereunder must be made out in writing and delivered by hand (with confirmed receipt) or by post (to the address of the Seller’s or Buyer’s registered offices), or in the form of electronic delivery incorporating electronic signature (qualified certificate) to [epodatelna@fzu.cz](mailto:epodatelna@fzu.cz) in the case of Buyer and to …….@...... (TO BE FILLED IN BY THE BIDDER) in the case of the Seller.
  3. In all technical and expert matters (discussions on the Equipment testing, notification of the need to provide warranty or post-warranty service, technical assistance etc.), electronic communication between technical representatives of the Parties will be acceptable using e-mail addresses specified in Sections 11.1 and 11.2.

1. **TERMINATION**
   1. This Contract may be terminated early by agreement of the Parties or withdrawal from the Contract on the grounds stipulated by law or in the Contract.
   2. The Buyer is entitled to withdraw from the Contract without any penalty from the Seller in any of the following events:
      1. The Seller is in delay with the delivery of the Equipment longer than 1 month after the date pursuant to Section 4. hereof.
      2. The technical parameters or other conditions set out in the technical specifications set out in Annexes 1 and 2 to this Contract and in the relevant applicable technical standards will not be met by the Equipment at acceptance.
      3. Facts emerge bearing evidence that the Seller will not be able to deliver the Equipment.
      4. The Seller has breached the obligations specified within the conditions of the Procurement Procedure, in particular the obligations arising from the affidavit which forms Annex 3 to this Contract, necessary for the selection of an economic operator according to Section 2.2 of this Contract.
   3. The Seller is entitled to withdraw from the Contract in the event of the Buyer being in default with the payment for more than 2 months with the exception of the cases when the Buyer refused an invoice due to defect on the delivered Equipment or due to breach of the Contract by the Seller.
   4. Withdrawal from the Contract becomes effective on the day the written notification to that effect is delivered to the other Party. The Party which had received performance from the other Party prior to such withdrawal shall duly return such performance.
2. **INSURANCE**
   1. The Seller undertakes to insure the Equipment against all risks, in the amount of the Price for the entire period from the commencement of the transportation of the Equipment until duly handed over to the Buyer. In the event of a breach of this obligation, the Seller shall be liable to the Buyer for damages incurred in connection therewith.
   2. The Seller is liable for the damages that he has caused. The Seller is also liable for damages caused by third parties which have undertaken to carry out performance or part thereof under this Contract.
3. **WARRANTY TERMS**
   1. The Seller shall provide warranty for the quality of the Equipment for a period of **\_\_\_** **year(s)** (TO BE FILLED IN BY THE BIDDER).
   2. The warranty term shall commence on the day following the date of signing of the acceptance protocol pursuant to Section 10.4 hereof. The warranty does not cover consumable parts. Consumable parts for the purposes of the Contract are the items contained in the Equipment which are consumed at regular intervals during the normal use of the Equipment, i.e. parts which have a specified typical lifetime, that does not exceed the warranty period provided the Equipment is used with normal frequency.
   3. Should the Buyer discover a defect, he shall notify the Seller to rectify such defect using the e-mail address: …….@...... (TO BE FILLED IN BY THE BIDDER). The Seller is obliged to notify the Buyer without delay about any change of this e-mail address. The Seller shall be obliged to review any warranty claim within 72 hours (within business days) from its receipt and to propose solution, unless agreed otherwise by the Parties.
   4. During the warranty period, the Seller shall be obliged to rectify any claimed defects within 30 days from the date on which the Equipment was delivered to the Seller for repair or within 30 days from receipt of the Buyer’s notification if the Seller sends a technician to perform the repair on-site. In cases of unusual defects, the Seller shall be obliged to rectify the defect in the period corresponding to the nature of the defect and to define the deadline for the completion of the repair or for shipping of the rectified Equipment.
   5. During the warranty period, any and all costs associated with defect rectification / repair including transport and travel expenses of the Seller shall be always borne by the Seller.
   6. The repaired Equipment shall be delivered by the Seller to the Buyer along with a protocol confirming removal of the defect (hereinafter the “**Repair Protocol**”). If the Equipment is delivered duly repaired and defect-free, the Buyer will confirm the Repair Protocol.
   7. The repaired part (component) shall be subject to a new warranty term in accordance with Section 14.1 which commences to run on the day following the date when the repaired Equipment was delivered to the Buyer. However, the aggregate warranty period for any part of the Equipment shall not exceed 60 months.
   8. The Seller undertakes to provide the Buyer with updates of the software controlling the Equipment for the entire term of warranty.
4. **CONTRACTUAL PENALTIES**
   1. The Buyer shall be entitled to a contractual penalty in the amount of 0.1 % of the Price for each commenced day of delay with the performance pursuant to the relevant part of Section 4. hereof.
   2. The Buyer shall be entitledto a contractual penalty in the amount of 0.05 % of the Price for each commenced day of delay with rectifying of defects claimed within the warranty period.
   3. In the event of default in payment of any due receivables (monetary debt) under the Contract, the defaulting Party (the debtor) shall be obliged to pay a contractual penalty of 0.05 % of the amount due for each commenced day of delay in payment.
   4. Contractual penalties are payable within 30 days of receipt of the demand for payment.
   5. Payment of the contractual penalty shall be without prejudice to the rights of the Parties to claim compensation for damages incurred.
   6. Payment of any contractual penalty cannot be demanded if the breach of the contractual obligation causes force majeure.
5. **DISPUTES**

In the event that any dispute arising out of this Contract cannot be resolved by negotiations, it shall be resolved by a court in the Czech Republic; the court having jurisdiction will be the court where the seat of the Buyer is located. Disputes shall be resolved exclusively by the law of the Czech Republic.

1. **FINAL PROVISIONS**
   1. This Contract constitutes the entire agreement between the Parties. The relations between the Parties not regulated by this Contract shall be governed by Czech law, in particular by the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the **“Civil Code”**).
   2. This Contract may be amended or supplemented solely by written amendments. The Parties expressly refuse to amend the Contract in any other way.
   3. The Parties expressly agree that the Contract will be published in accordance with Act No. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and Contract Register, as amended. The Parties hereby declare that all information contained in the Contract and its Annexes is not considered trade secrets under § 504 of the Civil Code and grant permission for their use and disclosure without setting any additional conditions. The Buyer shall ensure the publication of the Contract in the Contract Register.
   4. This Contract becomes effective as of the day of its publication in the Contract Register.
   5. The following Annexes form an integral part of the Contract:

Annex 1: Technical specification on the subject of performance (In the table Tab. 1, the Bidder shall fill in the columns “Description and specification of the Equipment offered by the Seller” and “Complies YES / NO”. In the table Tab. 2, the Bidder shall indicate value in the second column.)

Annex 2: Technical description of the Equipment as presented in Seller’s bid (Bidder shall present in his bid)

Annex 3: Affidavit according to § 6 paragraph 4 of the Act No. 134/2016 Coll.

* 1. The Parties, manifesting their consent with the entire contents of this Contract, attach their signature hereunder.

In Prague

For the Buyer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RNDr. Michael Prouza, Ph.D.

Director

In \_\_\_\_\_\_\_\_\_\_

For the Seller

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_ (TO BE FILLED IN BY THE BIDDER)

**Annex 1 - Technical specification on the subject of performance**

**Tab. 1 – The Equipment (3 LCR meters) must meet the technical conditions and include components listed in this table.**

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Description and minimum specification of the Equipment as defined by the Buyer | Description and specification of the Equipment offered by the Seller | Complies YES/NO |
| 1‍ | Implemented test cable lengths: 0 m, 1 m, 2 m, 4 m |  |  |
| 2 | Available trigger modes: Internal trigger, manual trigger, external trigger, GPIB trigger |  |  |
| 3 | Available measurement parameters  Cp-D, Cp-Q, Cp-G, Cp-Rp  Cs-D, Cs-Q, Cs-Rs  Lp-D, Lp-Q, Lp-G, Lp-Rp, Lp-Rdc  Ls-D, Ls-Q, Ls-Rs, Ls-Rdc  R-X  Z-θd, Z-θr  G-B  Y- θd, Y-θr  **Cp** Capacitance value measured with parallel-equivalent circuit model  **Cs** Capacitance value measured with series-equivalent circuit model  **Lp** Inductance value measured with parallel-equivalent circuit model  **Ls** Inductance value measured with series-equivalent circuit model  **D** Dissipation factor  **Q** Quality factor (inverse of D)  **G** Equivalent parallel conductance measured with parallel-equivalent circuit model  **Rp** Equivalent parallel resistance measured with parallel-equivalent circuit model  **Rs** Equivalent series resistance measured with series-equivalent circuit model  **Rdc** Direct-current resistance  **R** Resistance  **X** Reactance  **Z** Impedance  **Y** Admittance  **θd** Phase angle of impedance/admittance (degree)  **θr** Phase angle of impedance/admittance (radian)  **B** Susceptance |  |  |
| 4 | Available equivalent circuits for measurements: Parallel and Serial |  |  |
| 5 | Measurement frequency (frequency of the test signal) between 20 Hz and 2 MHz |  |  |
| 6 | Measurement frequency resolution:  0.01 Hz for (20 Hz - 99.99 Hz),  0.1 Hz for (100 Hz - 999.9 Hz),  1 Hz for (1 kHz - 9.999 kHz),  10 Hz for (10 kHz - 99.99 kHz),  100 Hz for (100 kHz - 999.9 kHz),  1 kHz for (1 MHz - 2 MHz) |  |  |
| 7 | Minimal test frequency measurement accuracy: +/-0.01% |  |  |
| 8 | Test signal voltage 0 Vrms - 2.0 Vrms |  |  |
| 9 | Test signal voltage resolution:  100 uVrms <0 Vrms, 0.2 Vrms>,  200 uVrms (0.2 Vrms, 0.5 Vrms>,  500 uVrms (0.5 Vrms, 1 Vrms>,  1 mVrms (1 Vrms, 2 Vrms> |  |  |
| 10 | Minimal accuracy of test signal voltage  +/- (10% + 1 mVrms) |  |  |
| ‍11 | Test signal current 0 Arms - 20 mArms |  |  |
| 12 | Test signal current resolution:  1 uArms <0 Arms, 2 mArms>,  2 uArms (2 mArms, 5 mArms>,  5 uArms (5 mArms, 10 mArms>,,  10 uArms (10 mArms, 20 mArms>, |  |  |
| 13 | Minimal accuracy of test signal current  +/- (10% + 10 uArms) |  |  |
| 14 | DC bias signal 0 V to +2 V |  |  |
| 15 | DC bias accuracy  0.1% + 2 mV for temperatures <18-28˚C>  (0.1% + 2 mV) ⨉ 4 for temperatures <0-18˚C) and (28-55˚C> |  |  |
| 16 | Available compensation functions: OPEN compensation, SHORT compensation, LOAD compensation |  |  |
| 17 | Available interfaces for communication with LCR meters:  GPIB (IEEE Std 488.1, 2 and SCPI),  USB (USB 2.0 or faster)  LAN (10/100 BaseT Ethernet) |  |  |

(Bidders shall fill in the columns “Description and specification of the Equipment offered by the Seller” and “Complies YES / NO”.)

**Tab. 2 – Data on the evaluation criteria “New / Refurbished LCR meters” and “Technical characteristics of the bid”**

|  |  |
| --- | --- |
| **Description** | **Value** |
| ***New / Refurbished LCR meters*** | |
| **Number of new LCR meters to be supplied** *(out of 3)* | **\_\_\_** |
| ***Technical characteristics of the bid*** | |
| **Test signal voltage range above the required 0 Vrms to 2.0 Vrms** *(in Vrms)* | **\_\_\_** |
| **DC bias signal range wider than the required 0 V to +2 V** (*in V, positive or negative*) | **\_\_\_** |
| **Test signal current range above the required 0 Arms to 20 mArms** (*in mArms*) | **\_\_\_** |

(Bidders shall fill in the “Value” column.)

**Annex 2**

**The Seller’s bid in the extent it describes technical parameters of the Equipment**

(Bidder shall present in his bid)

**Annex 3**

**Affidavit according to § 6 paragraph 4 of the Act No. 134/2016 Coll.**

(to be attached before the conclusion of the Contract)