

Tender "VR 57B Supply of Eye-Tracking for Transport R&D Centre" will be co-funded from the Operational Programme Research and Development for Innovations.

## ADDITIONAL INFORMATION No. 1

### "VR 57B Supply of Eye-Tracking for Transport R&D centre"

Tender for a small-scale public contract for supplies commissioned in compliance with the handbook for Selecting Contractors within OP VaVpI

Contracting Authority

Centrum dopravního výzkumu, v. v. i.

Líšeňská 2657/33a, Brno 636 00

Company Identification Number: 44994575

Centrum dopravního výzkumu, v. v. i. as Contracting Authority of the above mentioned public tender provides additional information to the tender conditions.

#### Additional information No. 1:

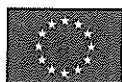
Contracting Authority decided to modify the wording of Annex 3 of the Invitation – draft of the purchase contract. Therefore the Contracting Authority decided to change the term of submission of the offers and opening of the envelopes onto 12<sup>th</sup> June 2014 at 11:00 o'clock.

Annex – purchase contract

In Brno on *28th May* 2014

Centrum dopravního výzkumu, v. v. i.  
Líšeňská 33a, 636 00 Brno  
GDV  
CENTRUM  
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prof. Ing. Karel Pospíšil, Ph.D., MBA  
Director



EVROPSKÁ UNIE  
EVROPSKÝ FOND PRO REGIONÁLNÍ ROZVOJ  
INVESTICE DO VAŠÍ BUDOUCNOSTI



OP Výzkum a vývoj  
pro inovace

CZ.1.05/2.1.00/03.0064

CZ.1.05/2.1.00/03.0064

## Purchase Contract

No. SML/..../....

In compliance with S. 2079 and following of Act No. 89/2012 Coll., of Civil Code,  
as amended (hereinafter referred to as "Civil Code")

### I. Contracting Parties

Buyer:	Centrum dopravního výzkumu, v.v.i.
Registered seat/Business office:	Líšeňská 2657/33a, 636 00 Brno - Líšeň
Company Identification Number:	44994575
Tax Identification Number:	CZ44994575
Bank details:	KB Brno – město, č. účtu: 100736621/0100
Authorized person:	prof. Ing. Karel Pospíšil, Ph.D., MBA, ředitel
Person responsible for realization:	Mgr. František Doleček
Telephone:	541 641 759
Email:	frantisek.dolecek@cdv.cz

(hereinafter referred to as **Buyer**)

Seller:	.....
Registered seat/Business office:	.....
Company/Personal Identification Number:	.....
Tax Identification Number:	.....
Bank details:	.....
Authorized person:	.....
Person responsible for realization:	.....
Registered in Commercial Register:	.....
Telephone:	.....
Fax:	.....
Email:	.....

(hereinafter referred to as **Seller**)

### Preamble

Buyer has performed a tender procedure for a small-scale public contract on supplies "**VR 57B: Supply of Eye-tracking for Transport R&D Centre**" based on the supply of eye-tracking system for Transport R&D Centre according to parameters specified in Annex 1. Based on the evaluation of offers within the above mentioned tender procedure, Buyer awarded tender to Seller.

Buyer is interested in the Supply of Eye-tracking for Transport R&D Centre in the extent specified in Section II and in Annex 1 of this contract, while Seller is fully aware of Buyer's requirement and is ready to perform their activities in order to fully satisfy Buyer's needs in this matter.

### II. Contract subject matter

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1. Under conditions determined by this contract, Seller undertakes to supply and install **Eye-tracking for Transport R&D Centre** for Buyer in accordance with technical specifications in Annex 1 of this contract, and transfer ownership rights to the goods to Buyer. Seller undertakes to duly supply the goods, including transport and installation in the place of performance, its putting into operation and technical and application training for the operation of the device (hereinafter referred to as "subject matter").
2. Together with the supply of the whole subject matter, Seller delivers to Buyer certificates of warranty, operation manuals, licenses, and other documents necessary for the operation and handling with the subject matter. Operation manuals shall be delivered in Czech language. Under conditions specified by this purchase contract, Buyer undertakes to meet conditions of the subject matter, including accompanying documents, to take over and pay the purchase price to Seller as specified in Section IV of this purchase contract and by the method specified in Section IV of this purchase contract.

### III. Place and time of performance

1. Seller undertakes to duly supply the subject matter within 10 weeks from the signature of this contract.
2. After the goods are duly delivered in accordance with conditions specified by this purchase contract, a receipt on delivery and reception of goods shall always be made.
3. A receipt on delivery and reception notes of goods shall be signed by authorized representatives of both contracting parties, while the signature of both contracting parties makes reception and delivery of the subject matter effective and means meeting of the subject matter.
4. A delivery note, containing at least the list of all individual parts of delivery, shall be an inseparable part of the record on delivery and reception of goods.
5. Seller undertakes to inform Buyer of delivery date in writing within 14 calendar days prior delivery, through the responsible person of Buyer (person responsible for the realization), who is specified in Section I of this contract.
6. Place of performance: Office of Centrum dopravního výzkumu, v.v.i., Líšeňská 33a, Brno 602 00.

### IV. Price and payment terms

1. Buyer undertakes to pay Seller the agreed purchase price:

Total price excl. VAT:	CZK .....
Rate (in %) and amount of VAT:	CZK ..... (VAT = ... %)
Price incl. VAT:	CZK .....

(in words: ..... Czech crowns).

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VAT shall be charged in the amount in accordance with legal regulations effective as of the date of the chargeable event. The price is the highest permissible price and may not be exceeded under any circumstances with the exclusion of changes in VAT. The price includes all necessary costs of Seller.

2. Invoice shall comply with valid, generally applied legal regulations concerning tax documents, i.e. comply with Act No. 235/2004 Coll., on VAT, and shall contain the contract number of Buyer: **SML/...../.....**
3. Invoicing shall be performed on the basis of an invoice issued by Seller after goods delivery including training and its formal acceptance. Invoice shall include delivery notes and training protocol.
4. Invoice is due within 14 calendar days of its delivery to Buyer on the assumption that it is issued in compliance with payment terms and complies with all the above mentioned requirements concerning issuing invoices. In case invoice is not issued in compliance with payment terms and fails to comply with the requirements, Buyer has the right to return such invoice; such invoice expires on return.
5. Regarding the deadline for invoice due date, payment is considered settled on the day Contracting Authority's account is debited and the payment is transferred to Contractor's account.
6. Buyer excludes exceeding of offered price with the exception of changes in VAT rate.

#### **V. Contractual penalties**

1. In case Seller fails to meet the time performance of the subject matter agreed in this contract, Seller pays Buyer contractual penalty amounting to 0.05% of purchase price for each day of delay.
2. In case the payment for invoice by Buyer is based on the reception of financial sources from the Operation Programme research and Development for Innovations, Buyer is not obliged to settle the interest on late payment for the maximum of 90 days of delay, if Buyer proves not having had these financial sources available.
3. Buyer is obliged to transfer the amount to be paid to Seller's bank account within 10 days after the reception of these financial sources; in case Buyer fails to do so, Buyer is obliged to pay interest on late payment amounting to 0.05% of the amount to be paid for each delayed day from the day following the day on which Buyer received funds from the finance source provider. In case such day is a weekend day or public holiday, Buyer is obliged to transfer the due amount to the account of Seller on the day following such weekend day or public holiday.
4. Contractual penalty is due to be paid within 30 days from delivery of its statement to the contracting party which is obliged to settle this contractual penalty.

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## **VI. Product liability**

1. Seller undertakes that the goods, delivered and received in accordance with this contract is, on the day of signature of delivery note and reception note, fully functional, without faults, complies with technical parameters specified in Annex 2 of this contract, and is of adequate quality and design. Seller bears full responsibility for this commitment.
2. Seller undertakes to provide quality warranty for goods for 24 months. Warranty period commences on the day of delivery and reception of goods confirmed by delivery and reception notes.
3. Applying the rights for product liability shall not affect the right to compensation for damage.
4. In accordance with this contract, Seller undertakes to receive goods in the place of performance from Buyer to be serviced within after-sales service free of charge and deals with the complaint within after-sales service free of charge.
5. Within 24 hours of the raised complaint by Buyer, Seller undertakes to check the complained faults and commence work on their removal. In case Seller is unable to remove the faults within 3 months from the date of finding the extent of the complained faults, Seller delivers an appropriate substitute device which will replace the faulty part of the system until the faulty device is put in operation, or delivers the whole goods.
6. Warranty period is not applicable for the time Buyer is unable to use the goods due to its faults which are the responsibility of Seller.

## **VII. Withdrawal from contract**

Buyer has also the right to withdraw from contract in case the costs incurred by the contract for Buyer are considered ineligible by the Managing Authority of the Operational Programme Research and Development for Innovation.

## **VIII. Conditions of delivery of subject matter**

1. The risk of damage of goods is transferred to Buyer at the moment of formal reception of goods.
2. Seller provides a non-exclusive license without license fees for the existing software technologies, owner by Seller, which are integrated in the goods supplied in accordance with this contract.

## **IX. Final provisions**

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1. Subject matter of the public order shall be funded from the project Transport R&D Centre – CZ.1.05/2.1.00/03.0064 within the Operation Programme Research and Development for Innovations (OP VaVpl).
2. Seller is obliged to cooperate in financial controlling in accordance with S. 2 (e) of the Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended. Seller is obliged to allow the Managing Authority of OP VaVpl the access to relevant documentation related to this contract and the respective tender until 2021. Such documentation include potential contracts and related documents which are subject to protection according to special legislation (e.g. commercial secrets, confidential information), upon a condition that all requirements stipulated by the laws are met (e.g. Act No. 255/2012 Coll., Control order). Seller is also obliged to bind with this obligation their subcontractors according to this Section.
3. Seller is obliged to allow all entities which are authorized to perform control of the project, whose funds are used for the supply, to conduct the control of documents related to the performance of the public contract for the time period specified by Czech legal regulations for their archiving (Act No. 563/1991 Coll., on Accounting and Act No.235/2004 Coll., on VAT).
4. Seller is obliged to meet the requirements for mandatory publicity within the programmes of Structural Funds specified in Section 9 of Commission Regulation No. 1828/2006 and the Rules for Publicity within OP VaVpl, in all relevant documents related to the given tender or procedure, i.e. particularly in tender documentation and other documents related to the public contract. Seller ensures respecting the above mentioned rules even for their subcontractors.
5. Ownership rights to the subject matter are transferred to Buyer at the moment of its duly delivery and acceptance confirmed by signatures of both contracting parties in the delivery and reception notes and receipts.
6. Within the performance of the contract and after its termination, Seller undertakes not to disclose any facts they come to know from Buyer regarding the performance of the contract.
7. All the legal issues not regulated in this contract follow the Act. No. 89/2012 Coll., Civil Code.
8. Contract is made in four original copies and each of contracting parties keeps two copies.
9. Contracting parties undertake to deal with potential disputes primarily by agreement. Potential litigations shall be governed by courts of the Czech Republic, applicable law shall be the law of the Czech Republic.
10. Contracting parties declare that this contract expresses their free, serious, definite, and comprehensible will free of error. Contracting parties have read this contract and agree with its content which they confirm by their signatures thereof.
11. This contract enters into force on the date of signatures of authorized representatives of both contracting parties.
12. This contract can be changed or cancelled only by mutual agreement of both contracting parties, only in writing by amendments numbered in ascending order signed by authorized

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representatives of Seller and Buyer. Contracting parties declare by their signatures that they are aware of the content of the contract and they conclude the contract based on their free will, neither at distress, nor at unequal terms and in witness whereof they add signatures of their authorized representatives.

13. In compliance S. 147a of the Act on Public Contracts, Buyer, as Contracting Authority, publishes on Contracting Authority's web profile the contract concluded for public contract including all its amendments, the amount of actually paid price for the public order performance, and the list of subcontractors of Contractor (Seller). Seller, as Contractor of public order, is obliged, in compliance with S. 147 (a) of the Act on Public Contracts, to submit to Buyer the list of subcontractors, indicating those subcontractors to whom Seller paid for the performance of subcontract more than 10 % of the total price of public order, or of a part of price paid by Buyer within one calendar year in case the public order performance exceeds one year. Seller submits the list of subcontractors at the latest within 60 days of contract performance or by 28 February of the following calendar year in case the contract performance exceeds 1 year. In case subcontractor is a public limited company, Annex of the list shall include the list of shareholders whose total nominal value exceeds 10 % of the nominal capital, issued within 90 days prior the day of subcontractor list submission.
14. Contract can be terminated by the agreement of contracting parties under mutual offset of costs as of the day of the contracting relation termination.

**The following annexes are inseparable parts of this contract:**

Annex 1: Technical specification of the subject matter

On behalf of Seller:

On behalf of Buyer:

In ..... on

In Brno on

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.....

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prof. Ing. Karel Pospíšil, Ph.D., MBA  
Director