

Annex No. 4

PURCHASE CONTRACT

This purchase contract ("Contract") was concluded pursuant to section 2079 et seq. of the Act No. 89/2012 Coll., Civil Code ("Civil Code"), on the day, month and year stated below by and between:

Institute of Geophysics of the Czech Academy of Science

Registered office: Boční II 1401, 141 00 Praha 4
Company identification No: 67985530
Tax identification No.: CZ67985530
Represented by: RNDr. Aleš Špičák, CSc., director
Bank details: Komerční banka, a.s., Roztylská 2232, 140 00 Praha 4 – Chodov, Czech Republic (SWIFT/BIC: kombczppxxx)
Bank account No.: 19-8784750227/0100 (IBAN: CZ9601000000198784750227)

on the one side as the buyer ("**Buyer**")

and

[to be completed by the participant – company name]

Registered office: [to be completed by the participant]
Company identification No: [to be completed by the participant]
Tax identification No.: [to be completed by the participant]
Represented by: [to be completed by the participant]
Registered in: [to be completed by the participant]
Bank details: [to be completed by the participant]
Bank account No.: [to be completed by the participant]

on the other side as the seller ("**Seller**")

(The Buyer and the Seller are hereinafter jointly referred to as "**Parties**" and individually as "**Party**").

WHEREAS

- (A) The Buyer is a public contracting authority.
- (B) For the successful realization of Buyer's activities it is necessary to purchase the Object of Purchase (as defined below) in accordance with the Act No. 134/2016 Coll., Public Procurement Act.
- (C) The Seller wishes to transfer the Object of Purchase to the Buyer for consideration
- (D) The Seller's tender for the public contract entitled "**Supply of seismic instruments**" was selected by the Buyer as the most suitable tender.

IT WAS AGREED AS FOLLOWS:

I. BASIC PROVISIONS

- 1.1 Under this Contract the Seller shall hand over to the Buyer a **set of data loggers, broadband seismometers and accelerometers**, which shall meet requirements listed in Annex 1 (*Technical Specification of the Supply*) to this Contract ("**Object of Purchase**") and shall transfer to the Buyer ownership right to the Object of Purchase, and the Buyer shall take over the Object of Purchase and shall pay the Seller the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.

- 1.2 Under this Contract the Seller shall also carry out following activities ("Related Activities"):
 - a) to verify that the Object of Purchase meets all requirements stipulated in this Contract;
 - b) to elaborate and hand over to the Buyer operator and technical manual and other documents that are necessary for the proper takeover and use of the Object of Purchase in English language in printed and electronic form including schematics;
 - c) to handover the declaration of conformity of the Object of Purchase with the approved standards, if there are any;
- 1.3 The Buyer has right to reproduce the entire technical documentation or part thereof in electronic and paper form for internal purpose.
- 1.4 The Seller promises to the Buyer that if for the fulfilment of the requirements of the Buyer under this Contract or the proper operation of the Object of Purchase are necessary other deliveries and activities not mentioned in this Contract, the Seller shall procure such deliveries or shall carry out such activities at its own expense without any effect on the Purchase Price.

II. TIME AND PLACE OF DELIVERY

- 2.1. The Seller shall deliver the Object of Purchase within 120 days from signature and Effective Date of this Contract.
- 2.2. The Buyer is responsible for shipping the Object of Purchase to the place of delivery.
- 2.3. The place of delivery is the following address: Boční II/1401, 141 00 Prague 4.

III. THE OWNERSHIP RIGHT

- 3.1 The ownership right to the Object of Purchase shall be transferred to the Buyer upon the signature of the Handover Protocol (as defined below) by both Parties.

IV. PRICE AND PAYMENT TERMS

- 4.1. The purchase price for the Object of Purchase is [to be completed by the participant] CZK without value added tax ("VAT"), and with the VAT rate 21 % (if applicable in this case) is [to be completed by the participant] CZK ("Purchase Price").
- 4.2. The Purchase Price cannot be exceeded and includes all costs and expenses of the Seller related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the delivery of the Object of Purchase, handover of the Object of Purchase and execution of Related Activities, costs of copyright, insurance, warranty service and any other costs and expenses connected with the performance of this Contract.
- 4.3. The Purchase Price may be changed only if:
 - a) in the period between the conclusion of this Contract and the signature of the Handover Protocol the rates of VAT are changed (in such a case the new price for the Object of Purchase shall only reflect the new rate of VAT) or if
 - b) the change is done in accordance with the act No. 134/2016 Coll., Public Procurement Act.
- 4.4. The Purchase Price for the Object of Purchase shall be paid in CZK on the basis of a tax document – invoice, to the account of the Seller designated in the invoice.

- 4.5. The Buyer shall realize payment on the basis of duly issued invoice within 21 days from its receipt. The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Buyer's account on behalf of the Seller's account.
- 4.6. The invoices will be sent in electronic form to the email address: podatelna@ig.cas.cz.
- 4.7. The Purchase price will be paid in one payment. The Seller will send to the Buyer the invoice after delivery of the Object of the Purchase and signature of the hand-over protocol in accordance with this Contract.
- 4.8. The invoice issued by the Seller as a tax document must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Seller in accordance with this Contract shall contain in particular following information:
- a) name and registered office of the Buyer,
 - b) tax identification number of the Buyer,
 - c) name and registered office of the Seller,
 - d) tax identification number of the Seller,
 - e) registration number of the tax document,
 - f) scope of the performance (including the reference to this Contract),
 - g) the date of the issue of the tax document,
 - h) the date of the fulfilment of the Contract,
 - i) Purchase Price,
- and must comply with the double tax avoidance agreements, if applicable.
- 4.9. In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Seller during its maturity period and this shall not be considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice to the Buyer.

V. SELLER'S DUTIES

- 5.1. The Seller shall ensure that the Object of Purchase and Related Activities are in compliance with this Contract including all its annexes and applicable legal (e.g. safety), technical and quality norms.
- 5.2. During the performance of this Contract the Seller proceeds independently. If the Seller receives instructions from the Buyer, the Seller shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Seller finds out or should have found out if professional care was exercised that the instructions are for any reason inappropriate or illegal or in contradiction to this Contract, then the Seller must notify the Buyer.
- 5.3. All things necessary for the performance of this Contract shall procure the Seller, unless this Contract stipulates otherwise.
- 5.4. The Seller is aware that the Buyer does not have at its disposal premises for the storage of packaging and, therefore, shall not store packaging of the Object of Purchase. The absence of original packaging cannot be an excuse for refusal of elimination of defects of the Object of Purchase.

VI.

WARRANTY

- 6.1. The Seller shall provide a warranty of quality of the Object of Purchase for the period of 24 months. If on the warranty list or other document is the warranty period of longer duration, then this longer warranty period shall have priority over the period stated in this Contract.
- 6.2. The warranty period shall begin on the day of the signature of the Handover Protocol by both Parties. If the Handover Protocol lists any deficiencies, the warranty period shall begin on the day, which follows the day, in which the last deficiency was removed.
- 6.3. The Seller shall remove defects that occur during the warranty period free of charge and in the terms stipulated in this Contract.
- 6.4. If the Buyer ascertains a defect of the Object of Purchase during the warranty period, the Buyer shall notify such defect without undue delay to the Seller. Defects may be notified on the last day of warranty period, at the latest.
- 6.5. The Buyer notifies defects in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: [to be completed by the participant]. The Seller shall confirm reception of the notification within 96 hours from the receipt of the notification.
- 6.6. In the notification the Buyer shall describe the defect and the manner of removal of the defect. The Buyer has the right to:
 - a) ask for the removal of the defect by the delivery of a new Object of Purchase or its individual parts, or
 - b) ask for the removal of the defect by repair, or
 - c) ask for the reasonable reduction of the Purchase Price.

The choice among the above mentioned rights belongs to the Buyer. The Buyer is also entitled to withdraw from this Contract, if by delivering the Object of Purchase with defects this Contract is substantially breached.
- 6.7. The Seller shall remove the defect within 10 days from its notification, unless Parties agree otherwise.
- 6.8. The Seller shall remove the defect within terms stipulated in this Contract even if the notification of the defect is in his opinion unjustified. In such a case the Seller is entitled to ask for reimbursement of the costs of removal of the defect. If Parties disagree on whether the notification of the defect is justified or not, the Buyer shall ask an expert for the expert's opinion, which shall determine whether the notification of the defect was justified or not. In the case that the expert consider the notification as justified, then the Seller shall bear costs of the expert's opinion. If the expert considers the notification to be unjustified, then the Buyer shall reimburse the Seller for verifiably and effectively incurred costs of removal of the defect.
- 6.9. Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the confirmation that the defect was removed. The warranty period shall be extended by a period of time that elapses between the notification of the defect until its removal.
- 6.10. In case that the Seller does not remove the defect within stipulated time or if the Seller refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Seller shall reimburse these costs within 10 days after the Buyer's request to do so.
- 6.11. The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller's instructions for the operation and maintenance of the Object of Purchase.

6.12. Parties exclude the application of Section 1925 of the Civil Code.

VII. REPRESENTATIONS AND WARRANTIES OF THE SELLER

- 7.1. The Seller represents and warrants to the Buyer that
- a) has all the professional prerequisites necessary for the proper performance of this Contract,
 - b) is fully authorized to perform this Contract, and
 - c) there are no obstacles on the Seller's side that would preclude him from the due performance of this Contract.

VIII. PENALTIES

- 8.1. If the Seller is in default regarding the delivery of the Object of Purchase, i.e. the Seller breaches its duty to perform this Contract in time and due manner, the Seller shall pay to the Buyer a contractual penalty in the amount of 0.1 % of the Purchase Price for every (even commenced) day of default.
- 8.2. If the Seller is in delay with the removal of the defect, the Seller shall pay to the Buyer a contractual penalty in the amount of 0.05 % of the Purchase Price for every (even commenced) day of default.
- 8.3. The Seller shall pay contractual penalties within fifteen (15) days from the day, on which the Buyer enumerated its claims. The payment of contractual penalties shall not affect the right of the Buyer to damages even to the extent to which such damages exceed the contractual penalty.
- 8.4. Total amount of contractual penalties that the Buyer is entitled to claim shall not exceed 30 % of the Purchase Price.
- 8.5. The Buyer is entitled to unilaterally set off claims arising from the contractual penalties against the claim of the Seller for the payment of the Purchase Price.
- 8.6. Parties exclude the Section 2050 of the Civil Code.

IX. RIGHT OF WITHDRAWAL

- 9.1. The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:
- a) the Seller shall be in delay with the fulfilment of this Contract and such delay lasts more than one week;
 - b) the Object of Purchase shall not fulfil the requirements stipulated in this Contract, in particular in Annex 1 (*Technical Specification of the Supply*);
 - c) the insolvency proceeding is initiated against the Seller; or
 - d) the Buyer ascertains that the Seller provided in its bid for the Public Procurement information or documents that do not correspond to the reality and that had or could have had impact on the result of the tendering procedure, which preceded the conclusion of this Contract

**X.
CONFIDENTIALITY**

- 10.1. Parties shall not disclose information that shall become available to them in connection with this Contract and its performance and whose disclosure could harm the other Party. Duties of the Buyer ensuing from the applicable legal regulations remain unaffected.

**XI.
REPRESENTATIVES OF THE PARTIES**

- 11.1. The Seller appoints following representatives for the communication with the Buyer:

In technical matters:

Name: [to be completed by the participant]

E-mail: [to be completed by the participant]

Tel.: [to be completed by the participant]

In contractual matters:

Name: [to be completed by the participant]

E-mail: [to be completed by the participant]

Tel.: [to be completed by the participant]

- 11.2. The Buyer appoints following representatives for the communication with the Seller:

In technical matters:

Name: Jakub Klicpera

E-mail: jk@ig.cas.cz

In contractual matters:

Name: Marcela Kúsová

E-mail: kusova@ig.cas.cz

**XII.
FINAL PROVISIONS**

- 12.1. This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.
- 12.2. All disputes arising out of this Contract or out of legal relations connected with this Contract shall be settled amicably through mutual negotiations. In case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.
- 12.3. The Seller bears the risk of changed circumstances within the meaning of Section 1765 of the Civil Code.
- 12.4. The Seller takes into account that the Buyer is not in relation to this Contract an entrepreneur, nor the subject matter of this Contract is connected with the business activities of the Buyer.
- 12.5. The Seller is not entitled to set off any of its claims or his debtor's claims against the Buyer's claims. The Seller is not entitled to transfer its claims against Buyer that arose on the basis or in connection with this Contract on third parties. The Seller is not entitled to transfer rights and duties from this Contract or its part on third parties.
- 12.6. All modifications and supplements of this Contract must be in writing.
- 12.7. If any provision of this Contract is or becomes invalid or ineffective, the Parties shall amend this Contract so as to replace such provision with a valid and effective provision that corresponds as closely as possible to the original intent and purpose of the invalid or ineffective provision.

- 12.8. If either Party breaches any obligation under this Contract and knows or should have known of such breach, it shall promptly notify the other Party of such breach and warn the other Party of any potential consequences thereof.
- 12.9. This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 12.10. An integral part of this Contract is Annex 1 (Technical Specification of the Supply) [to be completed by the participant in accordance with all the tender conditions] . In case of any discrepancy between the provisions of this Contract and the provisions of Annex 1 (Technical specification of the Supply) the provisions of this Contract shall prevail.
- 12.11. This Contract shall be valid and effective on the date of the signature of both Parties and its publication in the Czech register of contracts under Act No. 340/2015 Sb., on the register of contracts.

In Prague, on.....

In [to be completed by the participant], on [to be completed by the participant]

.....

for the Buyer
RNDr. Aleš Špičák, CSc.
director

.....

for the Seller
[to be completed by the participant]
[to be completed by the participant]

ANNEX NO. 1

TECHNICAL SPECIFICATION OF THE SUPPLY

[to be completed by the participant in accordance with all the tender conditions]

7 pieces of 6 channels data loggers + 10 pieces of 3 channels data loggers

Parameters	Value	Parameter accomplished: Yes/No	Real value
Sample Rate	≥ 5000 sps		
Internal Data Storage	Yes		
Removable Data Storage	Yes		
Data Type	miniSEED		
Streaming Data Format	SeedLink		
Ethernet	Yes		
A/D converter	≥ 24 bit		
Environmental protection (IP)	≥ 67		
Mass Centering/Locking/Unlocking	Yes		
Supply Voltage	9 – 30 V		
External GNSS antenna	Yes		
Dynamic Range typical @ 100 sps	≥ 140 dB		
Size of internal Storage	≥ 8 GB		
Size of Removable Storage	≥ 32 GB		
SOH in miniSEED format	Yes		
Operating Temperature	≤ -20 °C		
Timing Accuracy	≤ 10 us		
Power Consumption	≤ 1.5 W		
VPN	Yes		
Orientation Correction	Yes		

7 pieces of broadband seismometer

Parameters	Value	Parameter accomplished: Yes/No	Real value
Symmetric Triaxial	Yes		
Force Balance System	Yes		
Sensitivity	$\leq 1000 \text{ V/m/s}$		
Bandwidth	10 sec to 100 Hz		
Velocity Output	40 V		
Environmental protection (IP)	≥ 67		
Supply Voltage	9 - 30 V		
Clip Level	$\geq 20 \text{ mm/s}$		
Maximum Operating Tilt	$\geq 5^\circ$		
Dynamic Range typical @ 1Hz	$\geq 150 \text{ dB}$		
Power Consumption	$\leq 0.5 \text{ W}$		
Operating Temperature	$\leq -20^\circ \text{C}$		
Mass Centering required	No		

9 pieces of accelerometers

Parameters	Value	Parameter accomplished: Yes/No	Real value
Symmetric Triaxial	Yes		
Force Balance System	Yes		
Maximum Full Scale Range	+4 g		
Minimum Full Scale Range	+0.25 g		
Bandwidth	DC to 200 Hz		
Acceleration output	40 V		
Supply Voltage	9 - 30 V		
Environmental protection (IP)	≥ 67		
Dynamic Range typical @ 1Hz	$\geq 155 \text{ dB}$		
Power Consumption	$\leq 1.5 \text{ W}$		
Operating Temperature	$\leq -20^\circ \text{C}$		

1 piece of accelerometer with integrated data logger

Parameters	Value	Parameter accomplished: Yes/No	Real value
Symmetric Triaxial	Yes		
Force Balance System	Yes		
Maximum Full Scale Range	+4 g		
Minimum Full Scale Range	+0.25 g		
Bandwidth	DC to 200 Hz		
Acceleration output	40 V		
Supply Voltage	9 - 30 V		
Environmental protection (IP)	>= 67		
Internal Data Storage	Yes		
Removable Data Storage	Yes		
Data Type	miniSEED		
Streaming Data Format	SeedLink		
Ethernet	Yes		
A/D converter	>= 24 bit		
External GNSS antenna	Yes		
Digitizer Dynamic Range typical @ 100 sps	>= 140 dB		
Accelerometer Dynamic Range typical @ 1Hz	>= 155 dB		
Size of internal Storage	>= 8 GB		
Size of Removable Storage	>= 32 GB		
SOH in miniSEED format	yes		
Operating Temperature	<= -20 °C		
Timing Accuracy	<= 10 us		
Power Consumption	<= 3 W		
VPN	yes		

Power consumption data logger + broadband seismometer + accelerometer

Rated parameters	Value	Parameter accomplished: Yes/No	Real value
Power Consumption	$\leq 3 \text{ W}$		