



## CONTRACTING AUTHORITY

Business name: **Unipetrol Centre for Research and Education, a. s.**  
Registered office: **Revoluční 1521/84, 400 01 Ústí nad Labem**  
Represented by: **Ing. František Svoboda, Chairman of the Board and  
doc. Ing. Jaromír Lederer, CSc., Vice-Chairman of the Board**  
Telephone: **475 309 222**  
CRN/ Tax ID: **62243136 / CZ62243136, VAT payer**  
Bank details: **Komerční banka Ústí nad Labem, account number: 7009 – 411/0100**

## INVITATION TO SUBMIT THE BIDS AND TENDER DOCUMENTATION

### For the below-threshold public contract titled **‘Development and Delivery of 2L of Hydroisomerization Catalyst’,**

financed from public resources. The public contract is a below-threshold public contract as per § 26 Act No. 134/2016 Coll., on Public Procurement Act, as amended (hereinafter referred to as the “PPA”) and it is awarded according to simplified below-threshold procedure as per § 53 et seq. PPA.

(hereinafter referred to as the ‘**tender documentation**’)

#### 1. Information on the type and subject of the public contract

Public contract title:	<b>Development and Delivery of 2L of Hydroisomerization Catalyst’</b>
<b>Public contract type:</b>	<b>Public contract for the services</b>
Result of the procurement procedure:	Contract conclusion with one selected bidder
Expected project commencement:	3. Q 2018
Mode of public contract:	Below-threshold public contract awarded in simplified below-threshold procedure
Code of the public contract subject matter as per classification CPV:	73000000-2 Research and development and related consultancy services 73100000-3 Research and experimental development services 73110000-6 Research services 73111000-3 Research laboratory services 33696300-8 Chemical reagents 24315000-5 Miscellaneous inorganic chemicals 24958000-4 Chemical products for the oil and gas industry



	14320000-0 Chemical minerals
	09100000-0 Fuels
	76200000-5 Professional services for the oil industry
	76000000-3 Services related to the oil and gas industry
Possible variants of the bid:	No
The contract division in parts:	No

The public contract fulfilment is financed from the European Union sources „Horizon 2020 research and innovation programme“.

The subject matter of the fulfilment of the public contract is:

- Development of a catalyst for hydroisomerization of the diesel fraction obtained from Fischer-Tropsch waxes: n-alkanes with a chain length of C12 + in the absence of a sulphuric compound (hereinafter referred to as the „**Catalyst**“);
- Transfer of intellectual property rights for the Catalyst;
- Delivery of 2 litres of the Catalyst;
- Delivery of documentation for the Catalyst;
- And other related fulfilments detailed in the binding Contract draft on the development and delivery of catalyst, which forms annex no. 2 of the tender documentation (hereinafter referred to as the „**Contract**“).

Detailed technical requirements of the contracting authority related to the Catalyst, documentation and other related performances are further defined in annex no. 1 of this tender documentation – Specification of the subject matter of the delivery. Detailed specification of the public contract is defined in the binding Contract draft, which forms annex no. 2 of this tender documentation.

The result of the procurement procedure will be the Contract conclusion with one selected supplier.

## 2. Contact data of the contracting authority:

The main contact person: Ing. Veronika Vavroušková  
email: [veronika.vavrouskova@unicre.cz](mailto:veronika.vavrouskova@unicre.cz)  
tel.: +420 471 122 305

Deputy of the main contact person: Ing. Ladislav Kudrlička  
email: [ladislav.kudrlicka@unicre.cz](mailto:ladislav.kudrlicka@unicre.cz)  
tel.: +420 475 309 229

In the case of electronic communication, the contracting authority recommends communicating with both contact persons.

The mail address for delivering mail from the bidder to the contracting authority during the procurement procedure:

Unipetrol Centre for Research and Education, a. s.  
Revoluční 1521/84



400 01 Ústí nad Labem  
Telephone: +420 475 309 222  
Fax: +420 475 212 079  
E-mail: [veronika.vavrouskova@unicre.cz](mailto:veronika.vavrouskova@unicre.cz),  
[ladislav.kudrlicka@unicre.cz](mailto:ladislav.kudrlicka@unicre.cz)

### 3. Term and place for bid submission

Deadline for the submission of the bids: **10. 10. 2018 before 10:00.**

Place for the submission of the bids:

**Unipetrol Centre for Research and Education, a. s.**  
Revoluční 1521/84,  
400 01 Ústí nad Labem

Personal delivery requires the above defined address for the bid submission, 1<sup>st</sup> floor, office 202 (secretariat of the director).

The bid can be submitted in person during working days from 8 AM to 3 PM, on the last day of the deadline for the bid submission from 8 AM to 10 AM. In case of delivery using a different method, the contracting authority must receive the bid at the latest on the last day of the deadline for the bid submission at the latest before 10 AM.

The decisive factor for the bid delivery is the moment of the bid reception by the contracting authority. In the case of delivering the bid by mail or another similar method, the moment of delivering the bid to the contracting authority is decisive, not e.g. the date of handing over the bid to the mail provider.

### 4. Requirements for proving the compliance with the qualification requirements

The bidder who submits the bid within the procurement procedure is obliged to prove the qualification fulfilment within the scope and method defined in this part of the tender documentation.

The bidder shall be eligible, provided that:

- proves the fulfilment of basic eligibility according to §§ 74 and 75 PPA;
- proves the fulfilment of professional eligibility according to § 77 PPA;
- proves the fulfilment of technical qualification according to § 79 PPA;

#### 4.1. Basic eligibility:

The bidder is eligible if it according to § 74 clause 1 PPA:

- a) has not been convicted by final judgement in the country of its registered seat of a crime specified in annex no. 3 PPA or another similar crime pursuant to the law of the country



- of its registered office in the past five years preceding the commencement of the procurement procedure; expunged convictions are disregarded;
- b) has no outstanding tax arrears registered in tax records in the Czech Republic or in the country of its registered office;
  - c) has no outstanding arrears in respect of payments and penalties of public health insurance in the Czech Republic or in the country of its registered office;
  - d) has no outstanding arrears in respect of payments and penalties of social security contributions and contribution to the national employment policy in the Czech Republic or in the country of its registered office;
  - e) is not in liquidation, has not been declared insolvent, in respect of it the enforced administration (receivership) has not been imposed under another legal regulation nor it is in a similar situation pursuant to the law of the country of its registered office.

If the supplier is legal entity, the condition according to letter a) must be fulfilled by the legal entity itself and also by every member of its statutory body. If legal entity is a member of the statutory body of the supplier, the condition according to letter a) must be fulfilled by: i) the legal entity; ii) every member of the statutory body of the legal entity; and iii) the person representing the legal entity in statutory body of the supplier.

If a company branch participates in the procurement procedure, a company branch of a: i) Foreign legal entity: the condition according to letter a) must be fulfilled by the foreign legal entity and the manager of the relevant company branch; ii) Czech legal entity: the condition according to letter a) must be fulfilled by persons/entities specified in paragraph above and by the manager of the relevant company branch.

The supplier proves the fulfilment of the basic eligibility requirements in relation to the Czech Republic by submitting the documents according to § 75 clause 1 PPA, which includes:

- a) a copy of an entry in the Criminal Record in respect of § 74 clause 1 letter a) PPA;
- b) a confirmation from a relevant tax office in respect of § 74 clause 1 letter b) PPA;
- c) a written affirmation regarding excise duty in respect of § 74 clause 1 letter b) PPA;
- d) a written affirmation in respect of § 74 clause 1 letter b) PPA;
- e) a confirmation from a relevant district social security administration in respect of § 74 clause 1 letter d) PPA; and
- f) a copy of an entry in the Commercial Register, or a written affirmation in the event that the economic operator is not incorporated in the Commercial Register, in respect of § 74 clause 1 letter e) PPA.

In accordance with § 53 clause 4 PPA, the bidder can replace the above-mentioned documents with an affirmation or unified European Single Procurement Document according to § 87 PPA.

The documents must prove the fulfilment of the basic qualification at the latest 3 months before the date of the submission of the bid.



#### **4.2. Professional eligibility:**

The bidders shall prove the fulfilment of professional eligibility in relation to the Czech Republic according to § 77 clause 1 PPA by submitting a copy of the **record from the register of companies** or similar register, if registration is required by another legal regulation; the record must prove the fulfilment of the required eligibility requirements at the latest 3 months before the date of the submission of the bid.

In accordance with § 53 clause 4 PPA, the bidder can replace the above-mentioned record with an affirmation or unified European Single Procurement Document according to § 87 PPA.

#### **4.3. Technical qualification:**

The technical qualification is fulfilled by the bidder who has completed at least **two significant contracts in the last three years** before the commencement of this procedure (by publishing this invitation on the contracting authority's profile). The contracting authority considers a significant contract to be a contract with the subject matter being the research and development in the area of catalyst processes for the client.

The bidder must prove **the fulfilment of technical qualification according to point 4.3.** by submitting the list of significant services (the sample forms annex no. 4 of this tender documentation). The correctness will be confirmed by an authorized person by his/her signature.

The equivalent record to prove the technical qualification as per point 4.3. can be submitted according to § 79 clause 5 PPA, particularly a contract with the client and a record on completing the fulfilment of the supplier.

#### **4.4. Submitting the original records**

During the procurement procedure, the contracting authority can request the submission of the original copies or officially verified copies of the qualification documents.

#### **4.5. Power of Attorney**

If the bidder provides the power of attorney to a proxy for the signature of the bid, the signature of the contract draft for the public contract fulfilment and signature of other bid parts of the bidder, the bid must include the power of attorney authorizing the proxy to perform such tasks, in original or in officially verified copy.

#### **4.6. Changes in qualification**

In the case of changes in the qualification by the bidder, the bidder shall proceed according to § 88 PPA.

#### **4.7. Demonstration of qualification fulfilment received abroad**

In the case the qualification was received abroad, it is proved by the records issued according to the legal regulations of the country where it has been received within the scope required by



the contracting authority. If a certain document is not issued accordingly with the legal order applicable in the country of registered office, place of business or domicile of foreign supplier, foreign supplier is obligated to demonstrate satisfaction of such part of qualification by affirmation. If the obligation to be proved within the qualification is not set forth in the in the country of the registered office, business location of foreign supplier, it shall be stated by the affirmation.

The suppliers shall attach the translation to Czech language or English language of the documents written in foreign language and proving the qualification fulfilment. The documents in Slovak language do not require translation.

#### **4.8. Qualification proving by means of other persons**

The bidder can prove a specific part of technical qualification or professional eligibility (with the exception of criterion according to § 77 clause 1 PPA) by other persons. In such case, the bidder is obliged to submit to public contracting authority the following documents:

- a) documents proving the fulfilment of the professional qualification according to § 77 par. 1 PPA by another person;
- b) documents proving the fulfilment of the missing part of the qualification by another person;
- c) records on the fulfilment of basic eligibility to § 74 PPA by another person; and
- d) an obligation in writing from another person to provide a performance intended for the fulfilment of the public contract, or to provide items or rights the bidder will be authorized to dispose with within the public contract performance, at least to the extent to which another person has proved the qualification fulfilment for the bidder.

The requirements according to letter d) is considered fulfilled if the content of the obligation in writing from another person is joint and several liability for the fulfilment of the public contract together with the bidder.

#### **4.9. Joint bid**

If the subject matter of the public contract is to be performed jointly by several suppliers who, for this purpose, submit or intend to submit a common bid, each of the suppliers is obliged to prove fulfilment of basic qualification pursuant to clause 4.1. hereof and professional qualification pursuant to point 4.2 hereof within full scope. The technical qualification shall be proved jointly by the suppliers.

If the subject matter of the public contract is to be performed jointly by several bidders, these are obliged to submit to the contracting authority, along with the documents proving the fulfilment of the qualification requirements, a contract in writing containing the obligation that all these bidders will be jointly and severally obliged to the contracting authority and third parties from any legal relationships (rights and obligations) arising from the public contract, throughout the performance of the public contract, even throughout the period of existence of other obligations resulting from the public contract.



#### **4.10. Other qualification requirements**

In all other matters the rights and obligations of the bidders as regards to proving the fulfilment of qualification requirements are subject to the respective provisions of PPA.

#### **4.11. Alternative methods for proving qualification**

The basic and professional qualification can also be proven according to § 226 et seq. PPA by submitting the excerpt from the list of qualified suppliers not older than 3 months.

The Supplier is also authorized to prove the fulfilment of the qualification by means of certificate issued within the system of certified suppliers as per and under the conditions defined in § 233 et seq. PPA. The certificate can prove the fulfilment of the qualification within the scope of data specified therein.

### **5. Place and Time of Fulfilment**

#### **Time of fulfilment:**

- Samples for screening must be supplied at the latest on 31. 05. 19;
- Delivery of 2 l of the Catalyst at the latest on 15. 10. 19;
- Delivery of the documentation and transferring of intellectual property rights at the latest on 30. 11. 2019

Detailed information on the fulfilment period and individual deadlines are defined in the Contract.

**Place of fulfilment:** The production plant of the supplier and the building of the contracting authority at address Chempark, Záluží 1, 436 70 Litvínov

### **6. Additional conditions of the procurement procedure**

#### **6.1. The provision of tender documentation**

Tender documentation which is formed by this document with all its annexes will be accessible to public on the profile of the Contracting authority (<http://www.unicre.cz/verejne-zakazky>).

#### **6.2. Explanation of the tender documentation**

In compliance with § 98 PPA, the suppliers can request the explanation of the tender documentation. Such written request must be received by the contracting authority at the latest within the deadline defined in § 98 clause 3 PPA. The contracting authority shall publish the explanation of the tender documentation on the contracting authority's profile at the latest within 3 working days after delivery of the request of the supplier.

The contracting authority can explain the tender documentation also without a prior request.

#### **6.3. Bid price processing**

The supplier shall add the total bid price for the whole required subject matter of the public contract in the clause 3.1 of the Contract draft.



Total bid price excluding VAT is binding for the whole period of the Contract fulfilment and for all performances included in the Contract. Total bid price excluding VAT covers all contractual obligations and all matters and items required for proper fulfilment of the respective obligations according to the Contract. Total bid price with VAT can be increased solely in relation to the change of the legal regulations for the VAT amount, by the maximum amount corresponding to the legislative change.

#### **6.4. Business terms and the contract template**

The business terms are specified in the binding contract draft that forms Annex no. 2 of this tender documentation.

The Contract draft signed by the person acting on behalf of the bidder shall form a part of the participant's bid. The Contract draft defined by the contracting authority is binding. The Contract template must not be changed by the bidder, amended or otherwise adjusted. The bidder shall complete solely the required data identified in the Contract for this purpose. The bidder is entitled to adjust the Contract draft if the specified wording does not comply with its legal form, or in case of submitting the joint bid. In such case the bidder can adjust the Contract solely within necessary scope.

Data completed by the bidder in the Contract draft must be completed in compliance with the bid.

The bidders must submit all annexes to the completed and properly signed Contract draft.

#### **6.5. Bid variants**

The contracting authority does not accept any bid variants.

#### **6.6. Restriction during the submission of the bids**

Every bidder can only submit one bid.

No employee of the contracting authority may participate in the bid processing.

In the case of violating the defined principles, the contracting authority excludes all bids submitted in this way and then excludes all such bidders.

#### **6.7. Sub-delivery**

The bidder must define in the bid the parts of the public contract fulfilment which it intends to assign to subcontractors and state the identification data of every subcontractor. The contracts, concluded between the bidder and the subcontractor, are to be submitted by the bidder within the proving of the qualification fulfilment solely if it proves the qualification fulfilment within the missing scope by the subcontractor. Other conditions in relation to the subcontracts are defined in the Contract template.

#### **6.8. Costs of the bidder**

The contracting authority does not confer the bidder's right for compensation of expenses associated with the participation in the procurement procedure, even in case of the termination





of the procurement procedure. Concurrently, the contracting authority will not require the compensation of costs for the implementation of the procurement procedure from the bidder, even in the form of payment for real occurred costs or in the form of payments for the bidder's participation in the procurement procedure.

## **7. Requirements for the bid processing**

### **7.1. Envelope with the bidder's bid**

The bidder will submit the bid in non-transparent closed intact envelope with marked: **'Development and Delivery of 2L of Hydroisomerization Catalyst'** with the note **'DO NOT OPEN'**, **name of the bidder and address of the bidder for delivery**. The envelope and another package will be adequately secured from handling (the contracting authority recommends to seal the envelope edges and stamp or otherwise mark with the identification data of the bidder).

The contracting authority has requested the bidders to submit the bid in original and also in one printed copy and in electronic version on CD - ROM for faster and more continual process of the procurement procedure.

The CD shall contain completely processed bid of the bidder including all annexes in electronic format. Signed documents as their scan, i.e. after the signature of person authorized. The data medium should also include electronic copy of the Contract from the bid in format .doc(x). The CD shall be secured from rewriting. The contracting authority will appreciate if the data on CD are organized in independent directories 'Qualification' and 'Bid'.

### **7.2. Bid content**

The bid must contain:

#### **a) Title page**

The title page with the name of the public contract, marking the 'original' / 'copy', identification of the contracting authority, name/company of the bidder, the content of the bid and the signature of the bidder or a person authorized to act on behalf of the bidder.

#### **b) Identification of the bidder**

Document containing the basic data of the bidder. Recommended form of this document forms an Annex no. 3 hereof.

#### **c) Power of attorney**

The bidder submits the power of attorney solely in the case that any document or record within the bid contains a signature of a person representing the bidder or another person based on power of attorney.



**d) Documents to prove eligibility/the compliance with qualification requirements**

All documents required to prove the fulfilment of the eligibility/ qualification of the supplier within the scope required by the contracting authority within this tender documentation.

**e) Documents for the subcontractors used by the bidder to prove the qualification fulfilment**

If the bidder proves the fulfilment of the qualification requirements part by the subcontractor/s, it must provide the documents in the bid as per § 4.8 hereof

**f) Draft of the Contract**

The contract draft compliant with the binding Contract draft as per this tender documentation completed with relevant data on indicated places. The Contract draft **must be signed by the bidder or a person authorized to represent the bidder. The required and completed annexes must be attached to the Contract draft.**

**g) Data on sub-deliveries**

The bidder submits the data only in the case it plans to assign some parts of the fulfilment to the subcontractor. The list will include the parts of the public contract fulfilment which the bidder plans to assign to specified subcontractors. The record must contain the identification data of all subcontractors and relevant definition of the subcontractor's fulfilment.

### **7.3. Language of the bid**

All documents in the envelope with the bid of the bidder must be in Czech, English, eventually Slovak language (or foreign language with translation to Czech or English language). Slovak language is permitted by the contracting authority for the records submitted to prove the qualification. Latin is permitted for proving a record on education. Potentially attached brochures, application sheets, complementary information on the offered devices, etc., can be in any foreign language.

### **7.4. Negotiation used**

The negotiation language for the procurement procedure is Czech language and English language. All documents completed by the contracting authority in this procedure will be made in Czech and English language. The suppliers are entitled to communicate with the contracting authority within the procurement procedure in Czech and English language. This shall not affect the article 7.3. of the tender document.



## 8. Criteria and method for the bids evaluation

The selection of the most suitable bid will be performed by the evaluation committee appointed by the contracting authority.

The general evaluation criterion is an economical profitability of the bid with these partial criteria:

NO.	Partial evaluation criterion	Weight
1.	Total bid price excl. VAT	80 %
2.	Filtering temperature	20 %

### 8.1. Partial evaluation criterion I - Total bid price excl. VAT

Subject matter of this partial criterion is the total bid price excl. VAT defined by the bidder in compliance with article 6.3. of the tender documentation.

Lower total bid price of the supply excluding VAT represents a better bid.

Based on the comparison of total bid prices excluding VAT from individual bidders, the bidder with the lowest total bid price excluding VAT shall receive 100 points, other bids shall receive the score corresponding to the ratio of the lowest total bid price excluding VAT and the evaluated total bid price excluding VAT multiplied by 100 and rounded to two decimal places.

### 8.2. Partial evaluation criterion II – Filtering temperature

Subject matter of this partial criterion is parameter of CFPP of the product guaranteed by the bidder (Fischer-Tropsch diesel fraction) formed after the use of delivered catalyst (hereinafter referred to as the „**Filtering temperature**“). The bidder shall add in clause 1.1. of the Contract the offered Filtering temperature in the full degrees of Celsius, and the contracting authority defines the highest permissible filtering temperature to be – 16 °C.

If the bidder does not add the Filtering temperature in the whole degrees of Celsius in the Contract, the offered value will be rounded down to the full degrees of Celsius for the evaluation purposes.

If the bidder offers higher Filtering temperature than – 16 °C, it will constitute the failure to fulfil the award criteria of the public contract, the bid of the participant will be excluded and the bidder will be excluded from further participation in the procurement procedure.

Lower filtering temperature means better bid. The bidder who offers the lowest Filtering temperature shall receive 100 points within this criterion.

The bids of other bidder shall receive points within this partial criterion according to the formula below:



$$x = \frac{|Tf_x| - 15}{|Tf_n| - 15} * 100$$

Where:

x = number of points received by the evaluated bid within this partial criterion

|Tf<sub>x</sub>| = Absolute value of the Filtering temperature offered in the bid

|Tf<sub>n</sub>| = Absolute value of the lowest offered Filtering temperature

### 8.3. Final assessment

The received points in the respective partial evaluation criterion will be multiplied by the significance level. The total sum of the adjusted number of points for all partial criteria defines the position of the bidder in the total evaluation of the bid. The winning bidder shall be the bidder with the highest score.

## 9. Rights of the contracting authority

The bidder by submitting the bid is not entitled to any rights for the Contract conclusion or the fulfilment of the public contract. The bidders are not entitled to any rights for compensation of expenses associated with the participation in the procurement procedure.

The contracting authority reserves the right:

- to verify the information stated by the bidder prior to the decision on the selection of the winning bid;
- To publish, according to § 53 clause 4 PPA, notification of the bidder elimination from the procurement procedure and/or notification of the supplier selection on the contracting authority's profile. In such case, the notifications are considered delivered to all bidders at the moment of their publishing.
- not to return the submitted bid;
- to cancel the procurement procedure even without stating the reason, any time during the awarding, at the latest before the Contract conclusion.

The tender documentation is executed in Czech and English language, in case of any discrepancies, Czech version shall prevail.

## 10. Opening the bids

The bids shall be opened according to § 110 PPA. The opening of the envelopes with bids will take place on **10. 10. 2018 from 10:00 AM** in the head office of the contracting authority. Only 1 representative of the bidder submitting the bid before the end of the term for the bid submitting can be present during the opening of the envelopes with the bids. In the case of foreign bidder, the contracting authority admits the presence of an interpreter. The bidder will prove himself with a full power of attorney signed by the person authorized to act on behalf of the bidder, if it is not the statutory body. If it is the statutory body, it will provide the document proving its position (for example the extract from commercial register).



## **11. Annexes**

Annex no.1 – Technical specification

Annex no.2 – Binding contract draft on the development and delivery of the catalyst

Annex no.3 – Identification of the bidder

Annex no.4 – Declaration for technical qualification requirements

In Litvínov on *19.9.2018*

A handwritten signature in blue ink, appearing to read 'František Svoboda', written over a horizontal dashed line.

Ing. František Svoboda  
*Chairman of the Board of Directors*

A handwritten signature in blue ink, appearing to read 'Jaromír Lederer', written over a horizontal dashed line.

doc. Ing. Jaromír Lederer, CSc.  
*Vice-Chairman of the Board of Directors*



**Annex no.1 of the tender documentation for below-threshold public contract  
„Development and Delivery of 2L of Hydroisomerization Catalyst“**

Catalyst for hydroisomerization of the diesel fraction obtained from Fischer-Tropsch waxes: n-alkanes with a chain length of C12 + in the absence of a sulfuric compound.

The demanded product "2L of Hydroisomerization Catalyst" will be used for a hydroisomerization process to improve the low-temperature qualities of the sulfur-free Fischer-Tropsch Diesel fraction.

The catalyst will be used by the contracting authority in a fixed bed technology equipment with operation temperature range from 0 to 500 ° C and a pressure range from 0 to 20 MPa.

Characteristics of feedstock: Fraction boiling from 180 ° C to 360 ° C, n-paraffin: 98% w / w.

- resistance in different gas composition, especially in N2, H2, CO2.

**1) Minimal technical requirements – operating conditions of the catalyst:**

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<b>Requirements</b>	<b>Statement of the bidder (the bidder shall define the specifications fulfilled by the offered catalyst)</b>
The length of the test cycle for which the catalyst is required to operate in the unchanged range: 30 calendar days	
Length of individual catalyst particles: min. 2,5mm	
Diameter of the particles of the catalyst: 1.0mm -1.5mm	

**2) Minimal technical requirements for the final product:**

<b>Requirements</b>	<b>Statement of the bidder (the bidder shall define the specifications fulfilled by the offered catalyst)</b>
Parameter "CFPP" of an isomerization product: at least -16 ° C or less	
Liquid fraction yield (180 ° C +): min. 95% w/w	

**3) The following items are included in the delivery:**

1. The catalyst development: Selection and preparation of the catalyst, subsequent shaping, application of the active ingredient and calcination. Within this public contract, UniCRE requires engagement in the catalyst development following the above-mentioned development steps, namely: to execute the activation, screening and validation of the functionality of up to six functional samples of the catalysts (á 200 ml) made within the execution of this public contract.



2. Delivery: 2L of selected catalyst fulfilling the technical specification.
3. production documentation (research report) including instructions in Czech or English language

The research report shall include at least: a description of the catalyst production, a specification of the operating conditions, a procedure for achieving the desired yield of qualitative parameters, a specification of the catalyst preparation procedure for its reuse, once it has been used once or more (the catalyst will need to be deactivated and decontaminated of the admixtures which clogged the catalyst during the original catalytic reaction).

**4) Obligations of the supplier before and after the implementation of the service and other supplied components:**

1. Delivery of instructions for activation, and / or "running" of the catalyst
2. Presence of a qualified representative of the supplier on the place of fulfilment during the commencement of the testing (payments related to the import of the item, duties, taxes, import and export surcharges and any other fees associated with the delivery of the item)
3. Delivery of technical documentation, declaration of conformity, delivery of the subsequent evaluation report



Annex no. 1 of the tender documentation for the public contract 'Development and Delivery of 2L Hydroisomerization Catalyst'

## CONTRACT ON THE DEVELOPMENT AND DELIVERY OF CATALYST

(hereinafter referred to as „**Contract**“)

Concluded as per § 1746 clause 2 Act no. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as “**Civil Code**”) on the below stated day, month and year between the following contractual parties:

<b>Business name:</b>	<b>Unipetrol Centre for Research and Education, a. s.</b>
Head office:	Revoluční 84, 400 01 Ústí nad Labem
CRN:	62243136
Tax ID No.:	CZ62243136
Bank details:	Komerční banka Ústí nad Labem
Account no.:	7009-411/0100
Record in the Companies Register:	Regional court in Ústí nad Labem, section B, insert 664
Represented by:	Ing. František Svoboda, Chairman of the Board doc. Ing. Jaromír Lederer, CSc., Vice-Chairman of the Board
Person authorized to act in technical matters:	Ing. Veronika Vavroušková, veronika.vavrouskova@unicre.cz, tel.: +420 471 122 305
Person for implementation:	Bc. Jan Jenčík, jan.jencik@unicre.cz, tel.: +420 471 122 248

(hereinafter referred to as “**Client**”)

and

<b>Business name:</b>	[TO BE ADDED BY THE BIDDER]
Head office:	[TO BE ADDED BY THE BIDDER]
CRN:	[TO BE ADDED BY THE BIDDER]
Tax ID No.:	[TO BE ADDED BY THE BIDDER]
Bank details:	[TO BE ADDED BY THE BIDDER]
Account no.:	[TO BE ADDED BY THE BIDDER]
Record in the Companies Register:	[TO BE ADDED BY THE BIDDER]
Represented by:	[TO BE ADDED BY THE BIDDER]

(hereinafter referred to as „**Supplier**“)

(The Client and the Supplier together as „**Parties**“ and each individually as **Party**“)





## PREAMBLE

This Contract is concluded on the basis of the selection of the Supplier's bid delivered to the procurement procedure for below-threshold public contract titled „Development and Delivery of 2L of Hydroisomerization Catalyst“ (hereinafter referred to as „**Public contract**“).

The Public contract fulfilment is a part of an implementation of the project '**Compact Gasification and Synthesis process for Transport Fuels — COMSYN**', implemented within the programme Horizon 2020 – EU framework research and innovation programme (H2020) with 100 % financial support from the European Union.

### 1. Subject and purpose of the Contract

1.1 The supplier hereby undertakes in accordance with the methods and conditions defined further in this Contract to develop for the Client and deliver to it two (2) litres of hydroisomerization catalyst as specified in detail in annex no. 1 of the tender documentation for the public contract – Technical specification of the catalyst, which also forms annex no. 1 of this Contract (hereinafter referred to as "**Technical specification**"), which will by its composition correspond to the selected sample according to clause 4.7 and which will ensure that filtering temperature of the product (Fischer-Tropsch diesel fraction) that came to existence during its use will be **[TO BE ADDED BY THE BIDDER – at least -16]** °C (hereinafter referred to as "**Catalyst**"), and to enable the Client to acquire the ownership of the Catalyst, all intellectual property rights and other rights related to the Catalyst as detailed in the Contract, and to provide the Client with the research report including the manual for the production process of the Catalyst and for the Catalyst preparation for its reuse (hereinafter referred to as "**Research report**"); (Catalyst and Research Report together as „**Subject Matter of the Delivery**“).

1.2 The subject matter of the Contract further includes the obligation of the Supplier to:

- a) Develop the Catalyst compliant with the requirements defined in the Technical specification and clause 1.1 hereof (hereinafter referred to as "**Development**");
- b) Duly and in time deliver the Subject Matter of the Delivery to the Client under the conditions defined herein (hereinafter referred to as "**Delivery**");
- c) Transfer the ownership, the intellectual property rights and other rights related to the Subject Matter of the Delivery to the Client (hereinafter referred to as "**Transfer of Rights**");
- d) Deliver to the Client complete documentation and other materials necessary for the use of the Subject Matter of the Delivery, as well as for the fulfilment of the ownership, the intellectual property rights and other rights related to the Subject Matter of the Delivery (hereinafter referred to as "**Delivery of the documentation**").

(Development, Delivery, Transfer of Rights and Delivery of the documentation together as "**Subject Matter of the Contract**")



- 1.3 The Client undertakes to take over the Subject Matter of the Delivery with all rights and related documentation, and under the conditions defined in the Contract to pay the Supplier the price agreed in the Contract.
- 1.4 The purpose of this Contract is the establishment of mutual rights and obligations of the Parties related to the fulfilment of the Subject Matter of the Contract.

## **2. Date and place of fulfilment**

- 2.1 The Supplier undertakes to fulfil the Subject Matter of the Contract, i.e. to fulfil the Development, the Delivery, the Transfer of Rights and the Delivery of the documentation at the latest by the deadlines and according to the methods specified further in this Contract.
- 2.2 The supplier is obliged to carry out the Development in its production plant that is intended for the activities corresponding to the Development, and where the Supplier by the Development cannot violate any obligations resulting from the legal regulations related to the location of the production plant or from the contractual relationships.
- 2.3 The location for completing the Delivery and the Delivery of the documentation is a building of the Client at address of Unipetrol Centre for Research and Education, a.s., premises of Chempark, Záluží 1, 436 70 Litvínov.
- 2.4 The supplier, for the purposes of the fulfilment of the Subject Matter of the Contract, is obliged at its own costs to arrange the entry to the premises of Chempark Záluží, i.e. to arrange the adequate authorisation with the site manager. For the whole period of the Contract fulfilment, the Supplier is obliged to observe the safety regulations for stay and driving in the premises of Chempark Záluží, which form annex no. 3 of the Contract, eventually which will be defined by the site manager of the premises of Chempark Záluží.

## **3. Remuneration and payment terms**

- 3.1 Remuneration for the fulfilment of the Subject Matter of the Contract has been agreed between the Parties in the amount of [TO BE ADDED BY THE BIDDER] excl. VAT, i.e. [TO BE ADDED BY THE BIDDER] incl. VAT (hereinafter referred to as „Remuneration“).
- 3.2 The Remuneration is agreed as the highest permissible, impossible to exceed and unchangeable. The Remuneration sum can be changed solely in relation to the change of the tax legal regulations applicable for VAT, and no more than by the amount corresponding to the change made by the legislative change; in such case the Supplier shall notify the Client about the reasons of the change of the Remuneration sum, demonstrate the change and quantify the new Remuneration sum.
- 3.3 The Remuneration includes all costs of the Supplier and the profit of the Supplier related to the fulfilment of the Subject Matter of the Contract. The Supplier explicitly declares that the Remuneration includes the price development in national economy (inflation) for the whole



period of the Contract duration, and that it is acquainted with all circumstances and conditions for the fulfilment of the Subject Matter of the Contract which can affect its costs.

- 3.4 The Supplier is entitled to the Remuneration from the Client upon proper and complete fulfilment of the Subject Matter of the Contract, i.e. the fulfilment of the Development, the Delivery, the Transfer of Rights and the Delivery of the documentation.
- 3.5 The Client will not provide the Supplier with any advance payments for the Remuneration. The Remuneration will be paid to the Supplier in a single sum based on properly issued tax record (invoice). A copy of the handover protocol according to art. 5.6 hereof will form an obligatory annex of the invoice.
- 3.6 The invoice issued by the Supplier for the payment of the Remuneration must contain all requirements defined by the respective legal regulations and information defined in clause 6.12 hereof. If the invoice does not contain the required data or if the data in the invoice is incorrect, the Client is entitled to return the invoice to the Supplier with the definition of the missing data or incorrect data. In such case, a new maturity period begins upon the delivery of corrected invoice to the Client.
- 3.7 The invoice issued for the payment of the Remuneration is due within thirty (30) days from its issue and it will be delivered to the address of the Client defined in the Contract heading.
- 3.8 The Remuneration according to this Contract is considered paid on the day of the amount deduction from the account of the payer in favour of the account of the recipient.

#### **4. Testing the Development outputs**

- 4.1 In order to ensure the compliance of the catalyst created by the Supplier with the qualities of the catalyst required by the Client in accordance with the Technical specification and clause 1.1 of the Contract, the Supplier is obliged to deliver to the Client at the latest on 31. 5.2019 the sample/samples of the catalyst, which are considered by the Supplier to be compliant with the Technical specification and clause, 1.1 of the Contract, with the volume of at least 200 millilitres for every sample, together with the specification of the operating conditions under which the samples should work (hereinafter referred to as „**Test sample**“). The location for completing delivery of the Test sample is the building of the Client at address of Unipetrol Centre for Research and Education, a.s., premises of Chempark, Záluží 1, 436 70 Litvínov., a.s. The Supplier is entitled to deliver to the Client up to six Test samples in one batch and the maximum of two batches.
- 4.2 The Supplier is entitled to deliver to the Client another batch of Test samples for completing the screening after delivery of the report on the screening of the previous batch of the Test samples. The Test samples designated for the screening within one batch shall be delivered together, later delivered Test Samples are considered to be a new batch, even if the previous batch has not used the full screening capacity, i.e. six Test samples.
- 4.3 After the delivery of the batch of the Test samples the Client shall perform screening to verify if the submitted Test samples comply with the requirements of the Client defined in the



- Technical specification and clause 1.1 hereof. The Client is obliged to perform screening at the latest within fifty (50) days from the delivery of the Test samples and to provide the Supplier with the screening report (hereinafter referred to as "**Screening period**").
- 4.4 In the case of the successful Test sample, the screening report will contain at least an information that the Test sample is functional. In the case of the non-successful Test sample, the screening report will contain at least an that the Test sample is not functional, and which parameters of the Test samples are insufficient.
- 4.5 If no Test sample submitted for the screening in any of the two batches is successful, it constitutes a breach of the Contract. However, the Supplier may deliver another batch of the Test samples to the Client at the latest within the deadline according to clause 4.1. hereof.
- 4.6 If the Client after the completed screening finds out that the requirements of the Client defined in the Technical specification and clause 1.1 hereof are fulfilled by more tested Test samples submitted to the Client in one batch, the Client is entitled to select any compliant Test sample for the final delivery at its own discretion.
- 4.7 If the Client announces to the Supplier that the Test sample fulfilled the defined requirements, eventually which Test sample according to the previous clause 4.6 has been selected (hereinafter referred to as "**Selected sample**"), the Supplier is obliged to create the required amount of the Catalyst with its composition exactly corresponding to the Selected sample and to deliver it to the Client at the latest on 15. 10. 2019.
- 4.8 If the Supplier fails to deliver any Test sample for the screening to the Client until 31. 5. 2019, the Client is entitled to withdraw from the Contract. The Client is entitled to withdraw from the Contract also if no Test sample submitted for the screening within the deadline according to the previous sentence (eventually under the procedure according to clause 4.5 hereof), meets the requirements of the Client specified in Technical specification and clause 1.1 hereof.
- 4.9 In order to avoid any doubts, the Parties state that the volume of Selected sample is not included in the required amount of the Catalyst to be delivered by the Supplier according to clause. 1.1 hereof.

## **5. The fulfilment of the Subject Matter of the Contract**

- 5.1 The Supplier undertakes to deliver at the latest on 15.10.2019 the Catalyst with its composition exactly corresponding to the Selected sample, which will be functional and in unchanged extent at least for the period defined in the Technical specification, and to transfer the ownership of the Catalyst to the Client. If the delivered Catalyst fails to fulfil this requirement, the Client is entitled to withdraw from the Contract. In such case the Supplier is obliged to compensate the Client for damage resulting from the delivery of the defective Catalyst.
- 5.2 The delivery of the Catalyst according to the previous clause 5.1 hereof will be recorded in two copies of the temporary handover protocol confirmed by the authorised representatives of both Parties. Each Party will receive one copy of the temporary handover protocol.



- 5.3 After the delivery of the Catalyst according to clause 5.1 hereof, the Client will perform the test to check if the Catalyst fulfils the defined requirements according to the Technical specifications and clause 1.1 hereof, and if the delivered Catalyst corresponds by its qualities and its composition to the Selected sample. The Client is obliged at the latest on 15. 1. 2020 to notify the Supplier whether the Catalyst passed the test or not. If the Catalyst does not pass the test, the Client is entitled to withdraw from the Contract.
- 5.4 The Supplier is obliged at the latest on 31. 11. 2019 to deliver to the Client the Research Report in Czech or English language including the detailed description of the Catalyst production and the description of the Catalyst preparation for its reuse, particularly the description of necessary deactivations and decontamination of the admixtures which clogged the catalyst during its previous use. Detailed requirements of the Research Report will be defined by the Technical specification.
- 5.5 All documents required for the Transfer of Rights shall be signed together with handover of the Research Report. The Supplier is obliged to transfer to the Client all rights related to the Subject Matter of the Delivery, particularly all potential intellectual property rights. Unless agreed otherwise between the Parties, the Supplier is obliged to fulfil the Delivery of the documentation, particularly the documents related to the Transfer of Rights.
- 5.6 The delivery and takeover of the Research Report and the Delivery of the documentation will be recorded in two copies of the handover protocol confirmed by the authorized representatives of both Parties. The handover protocol will include the confirmed handover of the Catalyst according to the temporary handover protocol. Each Party will receive one copy of the handover protocol.
- 5.7 The Supplier is obliged to transfer the intellectual property rights at the widest possible extent. If it is impossible to transfer the specific intellectual property right to the Client, the Supplier is obliged to provide the Client with exclusive license to this specific intellectual property right, unlimited in time, amount, and location, without any entitlement for further remuneration for the license provision.
- 5.8 The Client, based on the granted license, is entitled to use the subject of the license in all known methods, including its change, adjustment, merger and attachment to other subjects, even through a third person.
- 5.9 If the intellectual property right, to which the license was granted, is recorded in the public register, the Supplier is obliged to ensure the license recording in the public register, or to provide the Client full cooperation required for the record of the license in the public register. The Client is not obliged to use the license or another intellectual property right.
- 5.10 The Supplier is obliged to bear all costs related to the intellectual property rights regarding the fulfilment of the Subject Matter of the Contract, particularly related to acquiring of the intellectual property right, its registration, and its transfer to the Client according to clause 5.7 and 5.9. of the Contract. The Supplier undertakes to settle all potential claims of third persons related to the Subject Matter of the Delivery and bear all related costs.



5.11 Test samples submitted by the Supplier which do not meet the requirements of the Client during the screening, or which will not be selected by the Client as the Selected samples, will not be the subject of the Transfer of Rights.

## **6. Rights, obligations and statements of the Parties**

6.1 The Supplier declares that during the production of the Catalyst, it will use an unique and innovative procedure resulting from its research activity, which will not constitute the violation of intellectual property rights of the third persons, eventually it will use the results of the activity of the third persons, but in that case it shall have all required rights for this usage and shall be entitled to transfer the rights within the same extent to the Client.

6.2 The Supplier declares that it is able to develop the Catalyst according to this Contract and deliver it to the Client, particularly that it has the technical background and sufficient number of qualified employees. Supplier further declares to be entitled to transfer all rights related to the Subject Matter of the Contract to the Client within the full extent.

6.3 The Supplier is not entitled to use any outputs of its research and other activities performed in relation to the fulfilment of the Subject Matter of the Contract for another purpose than the fulfilment of the Subject Matter of the Contract. The Supplier is particularly obliged to refrain from any use of the outputs of the research and activities related to the Subject Matter of the Contract for own commercial purposes or commercial purposes of the third persons, and to shred all documents related to the Subject Matter of the Contract , which were not handed over to the Client and which the Supplier is not obliged to archive according to the generally binding legal regulation.

6.4 The Supplier hereby declares that it is aware that any violation of the obligation set out in clause 6.3 can be classified as the violation of the economical competition rules, particularly qualified as an unpermitted public support, and in the case of violating the conditions defined in clause 6.3, it will compensate the Client for full damage caused by this action.

6.5 The Supplier is entitled to use the subcontractors mentioned in the list forming annex no. 2 of the Contract for the fulfilment of the Subject Matter of the Contract . In the case of change of the subcontractors, the Supplier is obliged to notify the Client of the change in advance in writing. If the change relates to the subcontractor used to prove the eligibility or the qualification of the Supplier in the procurement procedure for the Public contract, the new subcontractor shall ensure the fulfilment of the eligibility or the qualification.

6.6 The Supplier declares that the Catalyst will comply with all technical and safe regulations and other regulations related to the chemical substances of the Catalyst nature. In the case it is obligatory to provide the conformity declaration for the Catalyst or another similar document, the Client is obliged to provide it and deliver it to the Client within the Delivery of the documentation.

6.7 The Supplier is obliged to deliver the Test samples and the Catalyst in the container which complies with the standards for the manipulation with substances of the Test sample and



Catalyst nature, and which ensures that the manipulation with the Test samples or the Catalyst does not cause any risks or damage to life, health and property of the Parties and third persons or the damage of the Test sample or the Catalyst contained in the container.

- 6.8 The Supplier declares that it is fully acquainted with other conditions for the fulfilment of its obligations, which result from this Contract, but are not explicitly stated in the Contract. In the performance of this Contract, the Supplier is obliged to proceed with due diligence and obey all binding legal regulations.
- 6.9 The Supplier is aware that the provider of the support within the program Horizont 2020 – EU framework research and innovations program (H2020) is entitled to perform an inspection of the achievement of the goals of the project 'Compact Gasification and Synthesis process for Transport Fuels — COMSYN' including the project publicity, inspection of the funding use and the support utilisation and the purposes of used costs of the project in compliance with the funding agreement no.727476 – COMSYN. The Supplier is also aware that the support providers are entitled to perform financial inspection as per Act no. 218/2000 Coll., on the budget regulations, as amended, and Act no. 320/2001 Coll., on financial inspection in public administration, as amended.
- 6.10 The Supplier is obliged to provide full cooperation during the performance of the project publicity and inspection performance by the support providers, public authorities and European Union institutions, and obey all instructions of the providers or of the Client in relation with the inspection, particularly to provide access to its workplace, to persons participating in the fulfilment of the Subject Matter of the Contract and to all documents, computer records and devices forming a part of the fulfilment of the Subject Matter of the Contract or related to the Subject Matter of the Contract.
- 6.11 The Supplier shall keep all documents which it is obliged to archive according to generally binding regulations, for the period defined by the law of the Czech Republic and by directly applicable regulations of the European Union, at least for the period of the project implementation and then five (5) years after the project completion with the planned completion at the latest on 30. 4. 2021.
- 6.12 The Supplier undertakes to apply in all documents (incl. electronic), in all communication (incl. electronic) and all subjects related to the Subject Matter of the Contract :



- The European Union symbol in form of:
- In communication and in documents text: „This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 727476”;
- On subjects text: “This [add the subject type] is part of a project that has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 727476”.





- 6.13 The Supplier undertakes to ensure that the fulfilment of the Subject Matter of the Contract will be completed under the conditions defined in the Contract, and that no conflict of interest causing the risks to impartial and objective implementation of the COMSYN project due to economical interests, political membership, nationality, family or emotional relations and any other shared interests, will occur. In the event the conflict of interest mentioned in the previous sentence is impending, the Supplier shall report it to the Client immediately in writing.
- 6.14 If the Executive Agency for Innovations and Networks (funding body of the EU) suffers any damage in relation to the Supplier's acting during the fulfilment of the Subject Matter of the Contract and in relation with it, the Supplier is obliged to compensate the Executive Agency for Innovation and Networks for all damage. The obligations shall not apply solely if the damage has resulted from force majeure.
- 6.15 The Supplier undertakes to become acquainted with the conditions of the funding agreement for the COMSYN project implementation, which apply also to the Supplier as the subcontractor, and to comply with the conditions during the fulfilment of the Subject Matter of the Contract or in relation with it.
- 6.16 The Supplier is obliged to contractually ensure that the obligations under this Contract shall be fulfilled by the potential subcontractors of the Supplier in the same extent.
- 6.17 The Supplier is obliged to ensure the presence of its qualified representative during the commencement of the screening of every batch of the Test samples, as well as during the commencement of the final Catalyst test according to art. 5.3 hereof. The Supplier will be informed of the date of the screening commencement and the tests commencement according to the previous sentence at least 2 days in advance. If the qualified representative of the Supplier does not arrive, it is considered that the Supplier has no objections to the execution of the screenings or the test.
- 6.18 The Supplier undertakes to compensate the Client for all claims of any third parties, arising from the fact that any part of the Subject Matter of the Contract violates the copyright, patents or other intellectual property rights of third persons, or unlawfully uses a legally protected business secrets. The conditions for the compensation is that the Client immediately notifies the Supplier of any claims it becomes aware of, and enables the Supplier to apply an effective defence against the claims or enables the option to settle them; at the same time the Client provides the Supplier with appropriate help during defending or settling these claims.

## **7. Sanctions**

- 7.1 If the Supplier fails to deliver the Test sample according to clause 4.1 for the execution of the screening, or if none of the Test samples properly submitted for the screening complies with the Client's requirements defined in the Technical specification and clause 1.1 of the Contract, the Supplier is obliged to pay the contractual fine of 200 EURO for every commenced day of the delay. If the delay according to this clause causes a withdrawal from the Contract by the





- Client, the Supplier shall pay a single sum contractual fine of 20,000 EURO instead of the contractual fine defined above in this article of the Contract.
- 7.2 If the Supplier is in the delay with the delivery of the Catalyst according to clause 5.1 of the Contract, despite the selection of the Selected sample according to clause 4.6 hereof, the Supplier is obliged to pay the contractual fine of 200 EURO for each commenced day of the delay. If the delay according to this clause causes a withdrawal from the Contract by the Client, the Supplier shall pay a single sum contractual fine of 20,000 EURO instead of the contractual fine defined above in this article of the Contract.
- 7.3 In the case of the Supplier's violation of the obligation to deliver within one of the first two batches of the Test samples the Test sample compliant with the Technical Specification and clause 1.1 hereof, and if it is necessary to execute the screening of new Test samples due to this situation, the Supplier is obliged to pay the Client the contractual fine of 48,000 EURO for every such executed screening (third and every other).
- 7.4 In the case of the Supplier's delay with the fulfilment of any obligation defined in clause 5.4 hereof, the Supplier is obliged to pay the contractual fine of 200 EURO for each commenced day of the delay. If the delay as per this clause causes a withdrawal from the Contract by the Client, the Supplier shall pay a single sum contractual fine of 20,000 EURO instead of the contractual fine defined above in this article of the Contract.
- 7.5 In the case of the Supplier's delay with the fulfilment of any obligation defined in clause 5.5 hereof, the Supplier is obliged to pay the contractual fine of 200 EURO for each commenced day of the delay. If the delay as per this clause causes a withdrawal from the Contract by the Client, the Supplier shall pay a single sum contractual fine of 20,000 EURO instead of the contractual fine defined above in this article of the Contract.
- 7.6 If the Catalyst production procedure used by the Supplier is proved not to comply with the definitions mentioned in clause 6.1 hereof, the Supplier is obliged to pay the contractual fine of 20,000 EURO.
- 7.7 If the Supplier violates the obligation as per clause 8.1 hereof, the Client is entitled to the contractual penalty of 100,000 EURO for every individual violation of the obligation.
- 7.8 The payment of any contractual fine defined by this Contract does not cause the extinction of any obligation to compensate the second Party for damage caused by the conduct establishing the obligation to pay the contractual penalty, and it does not cause the extinction of the sanctioned obligation of the Party.
- 7.9 Total amount of the contractual fines is not in any way limited. The Contractual fines may be applied completely or in parts, without any restrictions and at the authorized Party's discretion.
- 7.10 All contractual fines are due within five days from the written assertion of the claims for the fines against the second Party.



## **8. Confidentiality**

- 8.1 The Parties are obliged to maintain confidentiality of all matters forming the business secrets of the second Party, and also of other data related to the second Party, which they have received in relation with the fulfilment of this Contract, and also of other data that the second Party indicates as confidential. Unless defined otherwise in the Contract or indicated otherwise by the Contract purpose, the Parties must not, without the consent of the second Party, disclose the data or make the data accessible to other entities or use it for themselves or for other entities (including the family members and close persons). It does not apply to generally known data.
- 8.2 The confidentiality obligation relates to the matters not commonly available in the respective business circles, in particular:
- The matters of business nature, in particular information on internal and economical situation and contractual partners of the second Party, information on services provided or used by the second Party, information on business activities and business methods of the second Party,
  - The matters of production nature;
  - The matters of technical nature.
- 8.3 The Supplier undertakes to refrain from using information and materials related to the Subject matter of the Contract received from the Client in any form for purposes other than the purposes defined in the Contract , and not to provide them or make them accessible to any third persons with the exception of subcontractors defined in the list forming annex no. 2 of this Contract. This obligation relates to all employees of the Supplier and other cooperating persons or subcontractors who will participate in the fulfilment of the Subject Matter of the Contract , and who will get acquainted with the above defined information or will hold the mentioned materials. This obligation shall last for the duration of the Contract and for another 10 years following the termination of the Contract. The Supplier is obliged to ensure proper fulfilment of this obligation in relation to third persons.
- 8.4 The Client undertakes not to use the information related to the fulfilment of the Subject Matter of the Contract by the Supplier received from the Supplier in any form for other purposes than the purposes resulting from the Contract, and not to make them accessible to any third persons. This obligation relates to all employees of the Client. This obligation shall last for the duration of the Contract and for another 10 years following the termination of the Contract. The Client is obliged to ensure proper fulfilment of this obligation in relation to its employees.
- 8.5 The Supplier is obliged to return all information and materials defined in clause 8.1 to the Client, or to destroy them, according to the explicit instructions of the Client. The Supplier is obliged to return to the Client the information and materials to which the Client has not given any instructions according to the previous sentence,. This clause of the Contract does not affect the legal and contractually defined obligations for archiving.



8.6 The violation of the obligations according to this article 8 of the Contract does not include public notifications and provision of information required by the respective generally binding legal regulations and justifiably required by any state body, court and administration authority, as well as the provision of confidential information to the advisors of the Parties bound by the confidentiality according to the respective legal regulations. The violation of this article 8. of the Contract also excludes the publishing of the Contract within the extent obligatory for the Client.

## **9. Duration of the Contract**

9.1 The legal relationship resulting from this Contract can be terminated in the following ways:

- (i) Withdrawal from the Contract in writing under the conditions defined in § 2001 et seq. Civil Code or under the conditions defined in this Contract;
- (ii) Written agreement of both Parties.

9.2 In the case of withdrawal from the Contract, the Parties shall return all performance mutually provided based on this Contract from the day of its conclusion, except for the Test samples submitted to the Client for the execution of the screening.

9.3 Withdrawal from the Contract or any other termination of it does not affect the claim for damages or for payment of the contractual fine.

## **10. Final provisions**

10.1 The Supplier is obliged to mark any written correspondence to be sent to the Client with the Client's Contract number, number and the name of the COMSYN project and title of the Public contract. The Client may return the unmarked correspondence to the Supplier. Any related delay is to the detriment of the Supplier.

10.2 The Contract may be changed and amended solely in the form of written amendments numbered in ascended sequence signed by both Parties. Electronic form is not considered as a form in writing.

10.3 This Contract is a complete agreement of the Parties regarding the Subject Matter of the Contract and it replaces all previous agreements of the Parties.

10.4 This contract has been executed in Czech language and English language. In case of any discrepancies, the Czech version shall prevail.

10.5 The Contract is executed in four (4) counterparts with the force of the original, and each of the Parties shall receive two (2) counterparts.

10.6 Legal relations arising from this Contract and not regulated by this Contract shall be governed by the respective provisions of the Civil Code, eventually other respective legal regulations.



10.7 The following annexes constitute integral parts of the Contract:

Annex No.1 – Specification of the Subject Matter of the Delivery

Annex No.2 - List of subcontractors Záluží

Annex no. 3 – Safety instructions for stay and driving in Chempark premises

IN WITNESS WHEREOF, the Parties agree with the content of the Contract, understand it and undertake to fulfil it, attach their signatures and declare that the Contract was concluded according to their free and serious will, without any duress, particularly financial duress.

**On behalf of the Client:**

In Litvínov on

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**Unipetrol Centre for Research and Education, a. s.**

Ing. František Svoboda, Chairman of the Board

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**Unipetrol Centre for Research and Education, a. s.**

doc. Ing. Jaromír Lederer, CSc., Vice-Chairman of the Board

**For the supplier:**

In [TO BE ADDED BY THE BIDDER] on [TO BE ADDED BY THE BIDDER]

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[TO BE ADDED BY THE BIDDER]

[TO BE ADDED BY THE BIDDER]



Annex no. 3 of the tender documentation for public contract 'Development and Delivery of 2L of Hydroisomerization Catalyst'

## Identification of the bidder

Name / Business name: [to be added by the bidder]

Place of business / head office: [to be added by the bidder]

Identification number.: [to be added by the bidder]

Tax ID: [to be added by the bidder]

Bank details: [to be added by the bidder]

Account number: [to be added by the bidder]

Scope of business / activities: [to be added by the bidder]

Name of the register,  
in which the bidder is recorded: [to be added by the bidder]

Record reference: [to be added by the bidder]

Name of the court or another body,  
which administers the register: [to be added by the bidder]

Person authorized  
to act on behalf of the bidder: [to be added by the bidder]

Contact person: [to be added by the bidder]

Telephone of the contact person: [to be added by the bidder]

E-mail of the contact person: [to be added by the bidder]

The bidder is considered to be a small or medium company  
According to the recommendation of Commission 2003/361/ES: [YES/NO]

In [to be added by the bidder] on [to be added by the bidder]

[name of the bidder - to be added by the bidder]

[Name and surname of a person authorized to act on behalf or for the bidder - to be added by the bidder]

[function or authorization - to be added by the bidder]

Appendix: Power of attorney of a person authorised to act on behalf of the bidder [the bidder shall preserve this note solely in case it is represented by a person authorized based on power of attorney]



Annex no. 4 of the tender Documentation - 'Development and Delivery of 2L of Hydroisomerization Catalyst',

### List of significant services

Company [to be added by the bidder], CRN: [to be added by the bidder], with head office [to be added by the bidder]<sup>1</sup> as the bidder in the procurement procedure of below-threshold public contract titled 'Development and Delivery of 2L of Hydroisomerization Catalyst' awarded by the contracting authority **Unipetrol Centre for Research and Education, a. s.**, with head office Revoluční 1521/84, 400 01 Ústí nad Labem, CRN: 622 43 136, hereby declares that in the last 3 years before the commencement of this procedure it completed at least two contracts which included the research and development in the area of catalyst processes for the client, which are:

Name, CRN, head office of the client	Contact person of the client with telephone number or email	Name / indication of the significant service	Description of the the service subject matter	Implementation period
[to be added by the bidder]	[to be added by the bidder]	[to be added by the bidder]	[to be added by the bidder]	[to be added by the bidder]
[to be added by the bidder]	[to be added by the bidder]	[to be added by the bidder]	[to be added by the bidder]	[to be added by the bidder]

In [to be added by the bidder] on [to be added by the bidder]

[name of the bidder - to be added by the bidder]

[Name and surname of a person authorized to act on behalf or for the bidder - to be added by the bidder]

[function or authorization - to be added by the bidder]

<sup>1</sup> If the sample wording of the bidder's identification does not comply with its legal form, the bidder shall correct it and add identification data compliant with its legal form. This note shall be deleted afterwards.