

PRINCIPAL

Trade company: **Unipetrol Centre for Research and Education, a. s.**
(hereinafter referred to as **UniCRE**)
Registered office: Revoluční 1521/84, 400 01 Ústí nad Labem, The Czech Republic
Represented by: Ing. Františkem Svobodou, Chairman of the Board and
doc. Ing. Jaromírem Ledererem, CSc., Vice-Chairman of the Board
Telephone: +420 475 309 222
CRN / Tax ID: 62243136 / CZ62243136, VAT payer
Bank account: Komerční banka Ústí nad Labem, account no.: 7009 – 411/0100

INVITATION AND TENDER DOCUMENTATION for submission of a bid for small scale public tender,

financed from the public resources. The public tender is a small scope public tender as per § 27 Act No. 134/2016 Coll., on Public Procurement Law, as amended (hereinafter referred to as the „PPL“) and it is assigned according to § 31 PPL, i.e. out of the competence of this Act with the exception of provision § 6 PPL.

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

This Invitation is prepared in the Czech language and also in English. in the event of discrepancies between the Czech and English version of this Invitation, the text in Czech shall prevail. The participant is obliged to proceed in the tender procedure in the manner and according to the instructions given in the Czech version of this Invitation.

1. Information on the type, and subject of the public tender

Public tender title: **A device for thin layer chromatography with flame-ionization detector - TLC/FID**
Anticipated value: 1,200,000.- CZK excluding VAT
Public tender type: Public tender for supplies
Result of the tender proceeding: Contract conclusion with one selected bidder
Expected fulfilment commencement: 3. Q 2017
Characteristics and type of public tender: Public tender of small scale
Code of the public tender subject matter
As per classification CPV: 38432000-2 Analytic devices
38000000-5 Laboratory, optical and accurate devices and equipment
Possible variants of the bid: No
The tender division in parts: No

The Public Contract fulfilment forms a part of the project implementation ‘The development of UniCRE centre’, implemented within the program ‘National Sustainability Program I’ (NPU I) with financial support from Ministry of Education, Youth, and Sports of the Czech

Republic. The fulfilment of the public contract shall be partially financed also from the sources of the Ministry of Industry and Trade of the Czech Republic, specifically from Institutional support.

The subject matter of the public procurement fulfilment is:

- 1.1. the supply of **Device for thin layer chromatography with flame-ionization detector – TLC/FID** with all parts and accessories, potentially other components, their installation and commissioning and operator training for the **Device for thin layer chromatography with flame-ionization detector – TLC/FID** all according to the minimum technical specification defined in Annex no. 1 of this Invitation.
- 1.2. out-of-warranty service of the supply subject matter provided solely upon explicit notice of the principal.

The fulfilment of the public contract shall be subject to a contract according to the binding contract sample which forms an annex to this Invitation.

2. Contact data of the principal:

The main contact person: Ing. Veronika Vavroušková
Email: veronika.vavrouskova@unicre.cz
Telephone: +420 471 122 305

Deputy of the main contact person: Ing. Ladislav Kudrlička
Email: ladislav.kudrlicka@unicre.cz
Telephone: +420 475 309 229

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

The mail address for delivering mail from the bidder to the principal during the tender 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,
ladislav.kudrlicka@unicre.cz

3. Term and place for bid submission

Deadline for the submission of the bids: **6. 9. 2017 before 10:00 am.**

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, 1st 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 1 PM. In case of delivery using a different method, the principal must receive the bid at the latest on the last day of the deadline for the bid submission at the latest before 1 PM.

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

4. Requirements for proving the compliance with the qualification criteria

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

The eligible bidder shall:

- Prove the fulfilment of general eligibility analogically to §§ 74 and 75 PPL;
- Prove the fulfilment of professional eligibility analogically to § 77 PPL;
- Prove the fulfilment of technical eligibility analogically to § 79 PPL;

4.1. General eligibility analogically according to §74, clause 1 letter a) - e) PPL;

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

- a) In the last 5 years prior to the assignment procedure was not lawfully sentenced in the country of its head office for criminal activity as defined in annex no. 3 PPL or similar criminal act according to the legal order of the supplier's country of the head office; annulled sentences are not considered;
- b) Has no tax debts in the Czech Republic or in the country of head office in the tax registry;
- c) Has no due insurance or penalty for public health insurance in the Czech Republic or in the country of head office;
- d) Has no due insurance or penalty for social security and employment policy in the Czech Republic or in the country of head office;
- e) Is not in liquidation, subject to the decision on bankruptcy, subject to the enforced administration according to another legal regulation or in similar situation according to the legal order of the supplier's country of head office

If the supplier is legal entity it must fulfil the condition according to letter a) and also every member of the statutory body. If legal entity is a member of the statutory body of the supplier it must fulfil the condition according to letter a): i) the legal entity; ii) every member of the statutory body of the legal entity; a iii) person representing the legal entity in statutory body of the supplier.

If a company branch participates in the tender proceeding: i) Foreign legal entities must fulfil the condition according to letter a) including the plant branch manager; ii) Czech legal entities must fulfil the condition according to letter a) including the persons defined above and the plant branch manager.

The bidder must prove the compliance with the qualification with **statutory declaration**, which clearly proves the supplier fulfils the qualification criteria. The supplier can use a template forming annex no. 5 hereof as the proof of the compliance with the general qualification. The statutory declaration must not be older than 3 months on the day of submitting the bid.

4.2. Professional eligibility analogically according to § 77 PPL:

The bidders shall prove the fulfilment of professional eligibility analogically according to § 77 clause 1 PPL and § 77 clause 2 letter a) PPL by submitting:

- a) Copy of the **record from the register of companies** or similar registry, if registration is required by another legal regulation; the record must prove the fulfilment of the required eligibility criterion at the latest 3 months before the commencement of the tender procedure.
- b) The copy of record of **authorization to run business** activity pursuant to special legal regulations within the scope corresponding to the subject of the public procurement, in particular the document proving relevant trade authorization or licence;

4.3. Technical eligibility analogically according to § 79 PPL:

Technical qualification is satisfied by the bidder who:

4.3.1 implemented at least **one significant contract in last three years** before the tender commencement (i.e. date of the notice publishing). The principal considers a significant contract to be a contract with the subject matter being the supply of a device for thin layer chromatography with flame-ionization detector – TLC/FID or similar device.

4.3.2 with available **servicing team, with at least one member:**

- Is authorized to work on electrical devices up to 400 V as per the Decree no. 50/1978 Coll. On professional eligibility in electrical technology, as amended, at least at level ‘Workers for independent activity’ as per §6 or comparable within EU;
- Has practise in servicing activity for the defined type of device at least within minimum duration of 3 years;
- Is authorized to perform servicing activities of the machine type corresponding to the required device based on the valid certification;
- Is able to communicate in Czech, Slovak or English language (Service may be provided by a subcontractor, if necessary. Responsibility lies with the supplier).

The bidder must prove **the fulfilment of technical qualification according to point 4.3.1.** by submitting the list of significant contracts (the sample forms annex no. 8 of this Invitation). The correctness will be confirmed by an authorised person to act on behalf of the bidder.

The equivalent record to prove the technical qualification as per point 4.3.1. can be submitted analogically according to § 79 clause 5 PPL, particularly a contract with the client and a record on completing the fulfilment of the supplier.

The bidder must prove **the fulfilment of technical qualification according to point 4.3.2.** by submitting the list of persons responsible for providing the respective activities (the sample forms annex no. 8 of this tender documentation). The correctness will be confirmed by an authorised person to act on behalf of the bidder.

The annex to the list of persons responsible for providing the respective activities shall form a part of the bid and must include the authorisation of the technician for the servicing activities (simple copy).

4.5. Submitting the original documents

The selected bidder, prior to concluding the contract upon request of the principal, must submit the originals or officially verified copies of documents proving the fulfilment of the qualification, analogically according to § 86 art. 3 PPL. However, the principal is not obliged to make such notice.

4.6. 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.

4.7. Changes in qualification

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

4.8. Demonstration of qualification fulfilment received abroad

In case the qualification was received abroad, it is proved by the records issued according to the legal regulations of the country where it was received within the scope required by the principal. 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 statutory declaration. If the obligation to be proved within the qualification is not specified in the in the country of the registered office, business location of foreign supplier, the specification will be subject to statutory declaration.

In case foreign language documents proving the qualification fulfilment, the suppliers shall attach the translation to Czech or English language to the documents. The documents in Slovakian language do not require translation.

4.9. 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 art. 1 PPL) by means of other persons. In such case, the bidder is obliged to submit the following to public principal:

- a) documents demonstrating the satisfaction of the professional qualification analogically according to § 77 par. 1 PPL by another person;
- b) Documents proving the missing part of the fulfilment by means of another person;
- c) Records on the fulfilment of general eligibility analogically to § 74 PPL by another person; and
- d) an obligation in writing from another person for the provision of performance intended for the fulfilment of the public contract, or for the provision of items or rights the bidder will be authorised to dispose of within the public contract performance, at least to the extent to which the person has demonstrated the qualification fulfilment.

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

4.10. Joint bid

If the subject of public tender is to be performed jointly by several suppliers who, to this purpose, submit or intend to submit a common bid, each of the suppliers is obliged to demonstrate achievement of general qualification pursuant to point 4.1. hereof and professional qualification as per point 4.2 a) hereof within full scope. The remaining qualification shall be proved jointly by the suppliers.

If the subject of public contract is to be performed jointly by several bidders, these are obliged to submit to the principal, along with the documents demonstrating the fulfilment of the qualification prerequisites, a contract in writing containing the obligation that all these bidders will be jointly and severally obliged towards to principal and third parties from any legal relationships, originated in association with the public contract, throughout the performance of the public contract, even throughout the period of existence of other commitments, resulting from the public tender.

4.11. Other qualification requirements

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

4.12. Alternative methods for proving qualification

The general and professional qualification can also be proven analogically according to § 226 PPL and by submitting the Abstract 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 and as per PPL. The certificate can prove the qualification fulfilment within the scope of defined data.

5. Brief description of the contract, obligations, and task of the contractor (bidder)

The subject matter of the public procurement fulfilment is:

- 5.1. the supply of Device for thin layer chromatography with flame-ionization detector – TLC/FID including the accessories, all parts and other components, their installation, commissioning, and operator training, all according to the minimum technical specification defined in Annex no. 1 of this invitation for the submission of the bid and tender documentation (hereinafter referred to as the ‘Supply’).
- 5.2. out-of-warranty service of the supply subject matter provided solely upon explicit notice of the client (hereinafter referred to as ‘Servicing activity’).

6. Detailed specification of the Supply

Integral part of the supply includes particularly:

- Detailed manual for the machine operation in Czech or English language.
- Respective certificates with the authorisation to use the machine in the Czech Republic, i.e. common attests issued by the respective test laboratory in some of the EU country. The documents must be submitted in Czech language or in English with the certified translation to Czech.
- The basic operator training after the installation completion of the device within 1 working day. The operators are the employees of the principal, at least 2 persons.
- Subsequent operator training for at least 1 working day, at the latest within 5 months after installation. The operators are the employees of the principal, at least 2 persons.
- The installation shall be completed at the principal’s address Premises Chempark, building 2838 or 2828, Záluží 1, 436 70 Litvínov
- 24-month warranty shall be provided for the supply subject matter from the bidder
- In case of the machine repair in the warranty period, the warranty period extends for the repair duration period, i.e. the period from the defect reporting to its removal. If the warranty repair lasts longer than 3 months or the total period of the machine repairs in one year is longer than 3 months, the client may require the supplier to supply a new device, its parts or the defective unit.
- Warranty of the bidder for the provision of spare parts and consumption material shall be provided for 10 years from the first machine installation.
- Free consulting on telephone during working hours.
- The obligation of the bidder to provide out-of-warranty service under the conditions defined by the contract lasting min. 10 years.
- Servicing and inspection (validation) inspection within the installation and regular servicing and inspection (validation) inspection once a year in the next three years following the installation.

6.1. Detailed specification of the servicing activity

Servicing activity not included in the subject of the supply as per article 6 of this Invitation shall be based particularly on the device adjustments which is a subject matter of the Supply and on the removal of the device defects other than provided by the warranty.

The servicing activity shall be provided ad hoc, solely based on explicit notice of the principal, at least for 10 years from the supply of the Supply subject matter.

The servicing activity may be provided by a subcontractor, if necessary. Responsibility lies with the supplier.

6.2. Further information on the tendering proceedings

The fulfilment of the public contract as per the above definitions is financed from the public sources ('National Sustainability Program I' of the Ministry of Education, Youth and Sports of the Czech Republic, 'Institutional Support', funding projects with the support of the Ministry of Industry and Trade of the Czech Republic).

During the public contract, continual communication is assumed between the bidder and the principal, including the performance of partial tasks to provide appropriate supplies and services as per the instructions of the principal.

Commercial terms of the public contract implementation are defined in the binding contract sample forming a part of this invitation and the tender documentation.

6.3. Special conditions for the public tender fulfilment

The contract will be implemented in enclosed premises of Chempark. The supplier will be obliged to respect the rules issued by the premises manager UNIPETROL RPA s.r.o., CRN: 275 97 075, with head office in Litvínov - Záluží 1, Post Code 436 70 for the activities of supply companies – see Annexes no. 3 and 4.

The supplier is therefore obliged to agree the conditions for the entry to the premises with the premises manager.

The bidder is obliged, prior to the bid submission, to read in detail all the rules and make a statement in the bid. For this purpose it is possible to use the template in annex no. 5 hereof.

Upon concluding the contract the supplier shall notify the principal in writing as regards the required cooperation related to the supply at least 15 days before the supply deadline. Therefore the Supplier shall be entitled to view the fulfilment location upon making a request at the Principal. The inspection deadline shall be defined upon agreement of both parties.

7. Place and Time of Fulfilment

Time of fulfilment:

- the supply, installation, and commissioning of Device for thin layer chromatography with flame-ionization detector – TLC/FID including the accessories, all parts and other components, their installation, commissioning, all according to the minimum technical specification defined in Annex no. 1 of this invitation for the submission of the bid and tender documentation, including the operator training within the required scope immediately after the installation must be observed within 80 calendar days from signing the contract.
- Subsequent operator training in Czech or English language must be completed for at least 1 working day, at the latest within 5 months after installation.
- The servicing activity shall be provided based on explicit notice of the principal, which the principal may request at least for 10 years from delivering the Supply subject matter.

Place of fulfilment: Buildings UniCRE, premises Chempark Litvínov, potentially the address of the principal Revoluční 1521/84 in Ústí nad Labem

8. Additional conditions of the tender proceedings

8.1. The provision of tender documentation

Tender documentation forming a part of this document with all annexes will be accessible to public on web pages of the principal (www.unicre.cz).

8.2. Explanation to the tender documentation

Analogically to § 98 PPL, the bidder is entitled to require additional information in writing to the tender documentation, in such way the principal receives the request at the latest within 5 working days prior to the deadline termination for the bid submission; the principal is also entitled to provide additional information even without former request of the bidder.

8.3. Bid price processing

The Supplier shall process separate price bid for the Supply and the Servicing activity.

8.3.1. Bid price for the Supply

The supplier will process the bid price by fill in the article VII. 1 of the contract draft.

The bid price excluding VAT is binding for the whole period of the contract fulfilment and for all fulfilment within the Supply included according to the contract. The bid price of the Supply excluding VAT covers all contractual obligations and all matters and items required for appropriate fulfilment of the respective obligations according to the contract. The bid price of the Supply with VAT can be increased solely in relation to the legal regulations for the VAT amount, by the maximum amount corresponding to the legislation change.

The principal reserves the right to evaluate the bid price in relation to the subject matter of the contract in details of the bid price for the Supply and proceed analogically according to § 113 PPL.

8.3.2. Bid price for servicing activities

The bidder is obliged to define a unified hour rate for the Servicing activities by adding it to article VII.3 of the contract draft.

Unified hourly rate excluding VAT must include all costs occurred in relation to the intervention of the bidder (including the costs for the transport to the servicing location, work of persons in any position). The Supplier is entitled to account remuneration for the servicing intervention after the servicing technician arrives to the servicing location. Unified hourly rate excluding VAT covers all contractual obligations and all matters and items required for appropriate provision of Servicing activity according to the contract. Unified hourly price with VAT can be increased solely in relation to the legal regulations for the VAT amount, by the maximum amount corresponding to the legislation change.

Unified hourly rate does not include solely costs for the acquisition of potential spare or additional parts required for the organisation of the servicing intervention.

The remuneration for the provision of the Servicing activity shall be paid according to the hours spent performing the Servicing activity in the servicing location and within the scope of pre-agreed costs for spare and additional parts required for the servicing interventions.

The principal reserves the right to evaluate the bid price in relation to the subject matter of the contract in details of the bid price for the servicing activity and proceed analogically according to § 113 PPL.

8.4. Bank guarantees

The principal does not require bank guarantee securing the appropriate and timely fulfilment of the public tender.

8.5. Business terms and contract draft

The business terms are specified in the binding contract draft that forms Annex No. 2 to the present tender documentation.

The Principal has drafted the binding draft contract in the Czech language and also informatively in English. The supplier is obliged to present in his tender a duly completed binding draft contract in the Czech language. The Contracting Authority does not allow the submission of the English version of the binding draft contract in the supplier's offer, irrespective of whether it is a Czech or foreign supplier.

The English version of the binding draft contract serves only to inform potential foreign contractors. In the event of a conflict between the Czech and English versions of the binding draft contract, the version in the Czech language shall prevail.

The draft signed by the person acting on behalf of or for the bidder shall form a part of the participant's bid. The contract draft defined by the principal is binding. The sample contract 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. 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 appropriately signed contract draft, as follows:

– **Annex no. 1 – Documentation of the supply / Catalogue Sheets of the Supply**

The bidder must add the specification of the test sheet forming a subject matter of the Supply. This specification must clearly define the fulfilment of all minimum technical requirements for the machine defined in annex no. 1 of the invitation for the bid submission and tender documentation. Annex no.1 of this invitation including information submitted within the bid of the winning participant shall form a part of the contract with the supplier.

– **Annex No. 2 – Description of the servicing activities provided**

The bidder shall use a binding form for the description of the servicing activity provision which forms annex no. 7 hereof. The principal highlights that the Description of the servicing activity provision must fully respect all relevant conditions for the fulfilments defined in the contract draft, and the data completed in the contract draft by the participant. Discrepancy of annex no. 2 of the contract and the contract draft text shall state a reason for excluding the bid and excluding the bidder from the tender proceedings. In order to eliminate any and all doubts, the principal states that the annex to the contract must not comprise of another contract draft.

– **Annex No. 3 – Conditions for the entry and movement in Chempark Záluží**

The bidder will submit Conditions for the entry and movement in Chempark Záluží as the annex no. 3 to the draft contract. The wording of these conditions is contained in the Annex no. 3 of this Invitation.

– **Annex No. 4 – Services provided by the manager of Chempark Záluží**

- The bidder will submit Services provided by the manager of Chempark Záluží as the annex no. 4 to the draft contract. The wording of these conditions is contained in the Annex no. 4 of this Invitation.

8.6. Bid variants

The principal does not accept any bid variants.

8.7. Restriction during the submission of the bids

Every bidder can only submit one bid in Czech or English language.

No employee of the principal must participate in the bid processing.

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

8.8. Tender term

Tender period, i.e. the deadline when the bidder is bound with its bid, commences at the moment of the terminated period for the bid submission, and it is defined for 30 days.

8.9. Guarantee

The principal does not guarantee.

8.10. Sub-delivery

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

8.11. Costs of the bidder

The principal does not confer the bidder's right for compensation of expenses associated with the participation in the tender proceeding, even in case of the termination of the tender proceedings. Concurrently, the principal will not require the compensation of costs for the implementation of the tender proceedings from the bidder, even in the form of payment for real occurred costs or the form of payments for the bidder's participation in the tender proceedings.

9. Requirements for the bid processing

9.1. Envelope with the bidder's bid

The bidder will submit the bid in non-transparent closed intact envelope with marked: **'A device for thin layer chromatography with flame-ionization detector – TLC/FID'** 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 principal recommends to seal the envelope edges and stamp or otherwise mark with the identification data of the bidder).

The principal 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 tender proceedings.

The CD shall contain completely processed bid of the bidder including all annexes in electronic format. Signed documents and their scan, i.e. after the signature of person authorised. The CD shall be secured from rewriting. The principal will appreciate if the data on CD are organised in independent directories 'Qualification' and 'Bid'.

9.2. Bid content

The bid must contain:

a) **Title sheet**

The title page with the name of the public contract, marking the 'original' / 'copy', identification of the principal, name/company of the bidder, the content of the bid, and the signature of the bidder or a person authorised 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. 6 hereof.

c) **Power of attorney**

The bidder submits the power of attorney solely in 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 the compliance with qualification prerequisites**

All documents required to prove the fulfilment of the qualification prerequisites of the supplier within the scope required by the principal 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 prerequisites by means of the subcontractor/s, it must provide the documents in the bid as per 4.9 hereof.

f) **Delivery description**

The bidders will define the subject matter of the supply in such way it is clear it fulfils the minimum technical requirements defined in point 6. respectively in annex no. 1 hereof, and the defined requirements are considered minimum, and must be fulfilled at least at the defined level. The bidder in the form defined in Annex no. 1 column 'Statement of the bidder' **defines explicitly for every requirement that offered machine is compliant, or defines the method or the value.** At the same time, the bidder submits the technical specification (or reference to the specification) for the offered machine including all parts and accessories or other components defined in annex no. 1 of this tender documentation, which enables the principal to verify the fulfilment of the defined minimum requirements. The bidder shall define further technical specifications of the device at its sole discretion. Such completed *Annex no. 1* shall form a part of the contract with the supplier.

g) **Contract draft**

The contract draft compliant with the respective 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 authorised to represent the bidder. The required and completed annex must be attached to the contract draft.**

h) **Data on sub-deliveries**

The bidder submits the data only in case it plans to assign some parts of the fulfilment to the subcontractor. The list will include the parts of public contract fulfilment which

the bidder plans to assign to specific subcontractors. The record must contain the identification data of all subcontractors and relevant definition of the subcontractor's fulfilment.

i) Data on statutory bodies

List of statutory bodies or members of statutory bodies who in the past 3 years from the end of the term for the bid submission were in employment, functional or any similar relation with the principal.

j) Data on shareholders

If the supplier has a form of a joint stock company, a list of owners of shares, the aggregate amount of which exceeds 10% of the fixed capital shall be elaborated within the term set for the bids submission.

k) Declaration for binding agreements

Declaration of the bidder stating that it has not and would not enter into any unauthorized agreement according to special legal regulation in association with the public contract that is being assigned.

9.3. Language of the bid

All documents in the envelope with the offer of the bidder must be in Czech or English language (or other foreign language with officially verified translation), with the exception of commonly used English professional terminology in the relevant field in the Czech Republic. Slovak language is permitted by the contracting authority in case of records submitted to prove the qualification. Potentially attached brochures, application sheets, complementary information on the offered devices, etc., can be in any foreign language.

10. Criteria and method for the bids evaluation

The general evaluation criterion for assigning the public contract is the **total bid price with following two partial evaluation criteria: I) offer price for Delivery and II) offer price for Service activity**. Selection of the best bid will be provided by three-member evaluation committee appointed by the Principal. The individual partial criteria have the following weighting in the evaluation:

	Name of the partial evaluation criterion	The weighting of the partial evaluation criterion
I)	Offer price for Delivery excluding the VAT	85 %
II)	Offer price for Service activity excluding the VAT	15 %

I) Offer price for Delivery ex. VAT

The subject matter of this partial evaluation criterion is total bid price of the Supply without VAT processed in compliance with article VII. point 1 of binding contract draft and point

8.3.1. of this Invitation. The lowest total bid price of the Supply excluding VAT represents a better bid.

The offer with the lowest price for Delivery receives 100 points. Offers from other bidders will receive points corresponding to the lowest bidding rate for the Delivery excluding VAT and the supply bid for the Delivery, excluding the VAT of a rated bid multiplied by 100 and rounded to two decimal places.

II) Offer price for Service activity excluding the VAT

The subject of this partial evaluation criterion is the Offer price for Service activity excl. VAT, within the meaning of Article VII. 3) of the draft binding contract and Article 8.3.2 of this Invitation. The bid who will offer the lowest bidder for the Service activity excl. Vat is the best.

The bid with the lowest offer price for Service activity will receive 100 points. Offers from other bidders will receive points corresponding to the lowest bidding rate for the Service activity excluding VAT and the supply bid for the Service activity, excluding the VAT of a rated bid multiplied by 100 and rounded to two decimal places.

The points earned in each partial evaluation criteria will be multiplied by their weight and then added together. The order of bids is determined by the total score earned thus obtained, with the best bid being the bid that received the highest total score

11. Rights of the principal

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 tender proceeding.

The principal reserves the right to:

- To verify the information stated by the bidder prior to the decision on the selection of the winning bid;
- Not return the submitted bid;
- Cancel the tender proceedings even without stating the reason, any time during the assignment, at the latest before the contract conclusion.

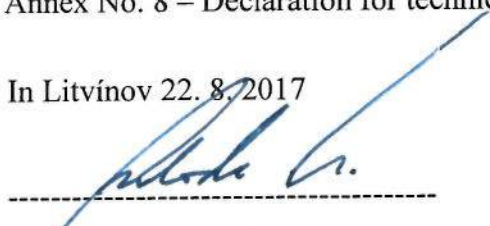
12. Opening the bids

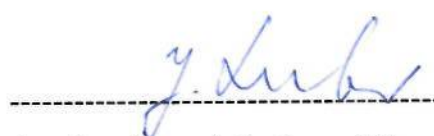
The bids shall be open analogically to § 110 PPL. The opening of the envelopes with the bid will take place on **6. 9. 2017 from 10:00** in the head office of the principal. Only 1 representative of the bidder submitting the bid before the termination of period for the bid submitting can be present during the opening of envelopes with the bids. In case of foreign bidder, the principal admits the presence of an interpreter. The bidder will provide full power of attorney signed by the person authorised 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).

13. Annexes

- Annex No. 1 – Technical Specification
- Annex No. 2 – Binding contract draft
- Annex No. 3 – Conditions for the entry and movement in Chempark Záluží
- Annex No. 4 – Services provided by the manager of Chempark Záluží
- Annex No. 5 – Sample of Statutory Declaration
- Annex No. 6 – Identification of the bidder
- Annex No. 7 – Description of the servicing activity provision
- Annex No. 8 – Declaration for technical qualification prerequisites

In Litvínov 22. 8. 2017



Ing. František Svoboda
Chairman of the Board of Directors

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

Unipetrol výzkumně vzdělávací centrum, a.s.
Revoluční 1521/84, 400 01 Ústí nad Labem
IČO: 622 43 136 DIČ: CZ62243136 ⑦

Annex no. 1 tender documentation to the public contract of small scale ‘A device for thin layer chromatography with flame-ionization detector – TLC/FID’

System description:

A device designed for the group analysis of heavy oil fraction and distillation residues.

1. Minimum technical requirements for the machine:

Requirements - machine	Statement of the bidder (YES/NO, description)
The system enabling group analysis of the distillation residues in the atmospheric and vacuum oil and heating oils distillation; further applicable for the separation of triglycerides. Individual parts are defined below.	
The development device for the thin layer chromatography enabling the separation of at least 5 samples concurrently including the respective holder of the separation bars	
The device for semi-automatic application of the defined sample amount	
The drying device for the evaporation of solvents from the separation plates (bars) and their drying	
Detection unit (FID) for the quantity evaluation of the separated groups of substances	
Measured signal transducer	
Computer with the operation system and software for processing the measured data	
Material required for the connection of FID detector to the pressure bottles including the respective reduction valves on pressure bottles	
50 separation bars with SiO ₂ additionally to the number supplied commonly with the machine	
20 separation bars with Al ₂ O ₃ additionally to the number supplied commonly with the machine	
2 separation bar holders additionally to the number supplied commonly with the machine	
Operation manual in English or Czech language.	
The completion of all required installation tests and the achievement of required parameters if defined	
The display of the device function for SARA analysis on the sample (at least 5 parallel measurements) selected by the contracting authority and the achievement of results' repetition (RSD) defined by the manufacturer in the machine technical specification	

Annex no. 2 Tender documentation to the public contract ‘**A device for thin layer chromatography with flame-ionization detector – TLC/FID**’

Contract on supply

Concluded as per § 1746 clause 2 and Act No. 89/2012 Coll., Civil Code, as amended

Contractual Parties:

Trade company: **Unipetrol Centre for Research and Education, a.s.**

Head office: Revoluční 84, 400 01 Ústí nad Labem
Company Registration Number: 62243136
Tax ID: CZ62243136
Bank account: Komerční banka Ústí nad Labem
Account no.: 7009-411/0100
Record in Companies Register: District 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 affairs: Ing. Veronika Vavroušková – Manager of Infrastructure Projects, e-mail: veronika.vavrouskova@unicre.cz, tel: 471 122 305

Person for implementation: Ing. Ladislav Kudrlička, Research Employee
Email: ladislav.kudrlicka@unicre.cz,
tel: 736 506 280

on one side,
(Further referred to as “**Client**”)

and

Business company / name [to be added by the applicant]
Identification number/ birth registration no.: [to be added by the applicant]
Head office/ address: [to be added by the applicant]
Company Registration Number: [to be added by the applicant]
Tax ID: [to be added by the applicant]
Bank account: [to be added by the applicant]
Account no.: [to be added by the applicant]
Record in Companies Register: [to be added by the applicant]
Represented by: [to be added by the applicant]

on the other side.
(hereinafter referred to as „the **Supplier**“)

Based on their true and free will, conclude this

Contract on supply
(hereinafter referred to as „**Agreement**“)

PREAMBLE

This contract is concluded for the fulfilment of the public contract of small scale ‘**A device for thin layer chromatography with flame-ionization detector – TLC/FID**’ (hereinafter referred to as ‘**public contract**’).

The Public Contract fulfilment as per this Contract forms a part of the project implementation ‘The development of UniCRE centre’, implemented within the program ‘National Sustainability Program I’ (NPU I) with financial support from Ministry of Education, Youth, and Sports of the Czech Republic. The fulfilment of this contract shall be partially financed also from the sources of the Ministry of Industry and Trade of the Czech Republic, specifically from Institutional support.

I. Subject and Purpose of the Contract

1. The Supplier herewith undertakes to supply and handover to the Client the **device for thin layer chromatography with flame-ionization detector – TLC/FID** with all parts and accessories according to the detailed specification defined in annex no.1 hereof (hereinafter referred to as ‘**Supply subject matter**’), and enable the Client to receive the ownership title to the Supply subject matter.
2. The Purchaser undertakes to accept the Supply subject matter with all parts and accessories, rights and obligations, and undertakes to pay the Supplier the purchase price as agreed according to this Contract.
3. The Supplier further undertakes to perform the activities of out-of-warranty service of the Supply subject matter based on explicit notices from the Client which may be based particularly on the adjustment of the Supply subject matter and on the removal of defects of the Supply subject matter which are not covered by the warranty (hereinafter referred to as ‘**Out-of-warranty service**’). The Client for the provision of out-of-warranty service undertakes to pay remuneration to the Supplier agreed below in the Contract.
4. The purpose of the Contract is the adjustment of rights and obligations of the contracting parties related to the Supply subject matter and the provision of the below defined services required for the project implementation ‘Development of UniCRE centre’ (see the Preamble hereof).

II. Delivery Conditions for the Supply Subject Matter

1. The Supply subject matter will be used by the Client for thermal analysis of materials within the required temperature scope with the use of various temperature programs.
2. The delivery of the Supply subject matter includes the machine transport to the fulfilment location, its installation including all activities (packaging, transport, disposal of waste, etc.), commissioning and calibration including the completion of

calibration protocol. The Supply subject matter also includes the provision of telephone consulting by the Supplier to the Client during working hours.

3. The Supplier is also obliged to train the operators of the Supply subject matter which includes at least 2 employees of the Client, as follows:
 - a. Training for 1 working day immediately after the installation; the training must include the required knowledge for appropriate use and operation of the Supply subject matter; and
 - b. Training in Czech or English language for at least 1 working day, at the latest within 5 months after installation. The training date must be agreed by the Client. The relevant focus of training must be within the scope required by the client; the training shall include the provision of information related to the machine functions, and answers from the Supplier to the Client's employees.
4. The delivery of the Supply subject matter includes the supply of the below documentation and services:
 - a. Detailed operation manual for the Supply subject matter, maintenance manual;
 - b. Warranty sheets, potentially required certificates, Conformity declaration and other materials required for the inspection bodies of the Supply subject matter;
 - c. Respective certificates with the authorisation to use the Supply subject matter in the Czech Republic, i.e. common attests issued by the respective test laboratory in some of the EU country;
 - d. Validation incl. the Validation sheet;
 - e. Servicing works including the validation and complete inspection of the machine once a year for 3 years following the installation.
 - f. Consumption material additionally to the specified commonly supplied material in the respective annex with the machine technical specification.

All documents submitted to the Client by the Supplier must be in Czech language, or in official translation to Czech language.

5. The Client undertakes to provide the Supplier with all cooperation necessary for the fulfilment of the obligations pursuant to this Contract. The Supplier shall notify the Client in writing as regards the required cooperation related to the supply at least 15 days before the deadline of the Supply subject matter.
6. The Client is entitled to inform the Supplier about its reservations or detailed instructions for the delivery of the Supply subject matter. The Supplier is obligated to consider and respect them.
7. The Supplier declares that it is fully acquainted with other conditions for the fulfilment of obligations resulting from this Contract but not defined explicitly.
8. In the performance hereof, the Supplier is obliged to proceed with due diligence. The Supplier is obliged to observe the binding legal regulations, directives, and other regulations.

9. The Supplier undertakes to perform a regular service and check (validation) inspection of the Scope of Delivery, once a year in the next three years after delivery of the Object of Delivery, in a term determined by agreement with the Customer.

III. Statement regarding the Supply Subject Matter

1. The Supplier declares and is responsible to the Client that on the day of submitting the Supply subject matter:
 - a. The Client is exclusive owner of the Supply subject matter;
 - b. The Supply subject matter fulfils all requirements defined by the respective legal regulations and the tender documentation for the Public contract; particularly fulfils the technical parameters defined in annex no. 1 of the tender documentation for the Public contract and in annex no. 1 hereof.
 - c. Subject matter of the supply is new, unused, undamaged, fully functional, at the highest quality, and with all legal rights required for appropriate and undisturbed handling and use by the Client including all intellectual property rights;
 - d. The Subject matter of the supply is not subject to any burdens, right of lien, transfer limits, pre-emptive right, and other restrictions for the benefit of third parties, lease, sublease, right of user, and other rights of third persons regardless the rights registered in public registries or not;
 - e. The Supplier is entitled to conclude and fulfil this Contract which is completely and unconditionally binding, and by signing and fulfilling this contract it shall not violate any other contract the Supplier concluded, or the generally binding legal regulations;
2. The Supplier declares that on the day of concluding the Contract:
 - a. It is not a participant of any court, arbitrator, or administration proceedings which could affect its ability of appropriate fulfilment of the obligations resulting hereof, particularly that the assets of the Supplier are not subject to the bankruptcy, settlement, or insolvency proceedings, and there is no execution, and it is not aware of any hazards that such court, arbitrator, or administration proceeding could be commenced;
 - b. It is not bankrupt or faces bankruptcy;
 - c. It has no debts or due payments which could result in the court right of lien , executor right of lien, or right of lien as per § 170 act no. 280/2009 Coll., tax regulations, or execution affecting the Supply subject matter;
3. Falsity or incompleteness of any declaration of the Supplier defined in article III.1 and/ or III.2 hereof is considered a significant violation of the Supplier's obligations as per this Contract which entitles the Client to withdraw from the Contract by means of a notification on withdrawal in writing. The Client declares that partial fulfilment has no meaning. The Client's right for damage compensation is not affected.

IV. Conditions for the provision of out-of-warranty service

1. The Client is not obliged to make an appeal for the fulfilment of any activity related to the out-of-warranty service and the Supplier is not obliged to perform any such activity without the appeal.
2. The appeal for the provision of activities within the Out-of-warranty service shall be sent by the Client to the Supplier to email address [to be added by the bidder].
3. The Client shall define in the appeal the description of the activities covered by the Out-of-warranty service requested from the Supplier with adequate period for the provision.
4. The Supplier is obliged, for the whole period of the Contract duration, to maintain a servicing team corresponding to the bid within the tender procedure for the public contract, potentially with the exchange of the servicing team member providing the new servicing team member fulfilled the requirements defined in the tender documentation for the public tender. The Supplier is obliged to submit the documents upon the request of the Client proving the required qualification of the new servicing team member, within the deadline defined by the Client and the method as required by the Client.

V. Date and place of fulfilment

1. The Supplier undertakes to supply the Client with the Supply subject matter with all parts and accessories, including the installation, commissioning, and validation including the validation protocol, complete documentation, and including the operator training within the scope of training immediately after the installation (article II.3.a) of the Contract), **within 80 calendar days from concluding the Contract.**
2. The Supplier undertakes to perform the operator training according to article II.3.b) of the Contract at the latest within 5 months from installing the Supply subject matter. The Supplier is obliged to propose to the Client to choose a specific date for the training from 5 various working days within at least two weeks.
3. The out-of-warranty servicing activity shall be provided based on explicit notice of the Client, which the Client may request at least for 10 years from accepting the contract subject matter. The Supplier undertakes that the servicing technician shall arrive to the location of the servicing intervention at the latest before 72 hours from receiving the email notice from the Client (hereinafter referred to as the 'reaction time'). If the notice of the Client is sent by email on the working days from 9 AM to 6 PM, the delivery is considered completed on the moment of its sending. On all other cases it is considered delivered at 9 AM the following working day after sending. If the end of the reaction time is not on the working day from 9 AM to 6 PM it shall be the following working day at 9 AM. The deadlines for the removal of defects are subject analogically to the provisions of article IX clause 9 and 10 of this contract.
4. The fulfilment location of the Contract subject matter, i.e. the location of the supply and installation of the Supply, and the performance of the servicing intervention, is

the building of Unipetrol Centre for Research and Education, a.s. on the address Chempark Záluží - Záluží 1, 436 70 Litvínov, building 2838, or building 2828 (hereinafter “Chempark”).

5. The Supplier undertakes to respect the rules for the activities of supplier companies issued by the administrator of the Chempark Company, UNIPETROL RPA s.r.o., Company ID: 275 97 075, with registered office at Litvínov - Záluží 1, Postal Code 436 70, listed in Annexes 3 and 4 of the Contract.

VI. Handover and acceptance of the Supply subject matter and transfer of the ownership title

1. The Supplier must handover the Supply subject matter to the Client appropriately and in time, in compliance with the instructions of the Client and this Contract, in quality corresponding to the specification of the Supply subject matter as per this Contract, all its annexes and purpose for which the Supply is provided.
2. The specific day of handing over the Supply subject matter shall be defined by the Supplier by notifying the Client in writing, by telephone, or by electronic mail at least 15 days before handing over the Supply subject matter. Unless agreed otherwise by the parties, the day of handing over the Supply subject matter shall be a working day.
3. The Supplier is obliged to submit the Supply subject matter to the Client together with all accessories, records, and documents related to the Supply subject matter.
4. The handing over process and acceptance of the Supply subject matter include the installation and commissioning of the Supply subject matter including the prove of the performance parameters of the Supply subject matter, and also the calibration including the calibration protocol, and also training of the operators within the scope of training immediately after the installation (article II.3.a) hereof). Before the moment of handing over and acceptance of the Supply subject matter, the Supplier must fulfil all its obligations defined by the Contract in relation to the delivery of the Supply subject matter, except for the operator training within the scope of training according to article II.3.b) of the Contract.
5. The handover and acceptance of the Supply subject matter by the contracting parties is subject to the handover protocol in writing which will, amongst other, contain the explicit confirmation of the Client on the acceptance of the Supply subject matter.
6. At the moment of accepting the Supply, the Client receives the ownership titles to the Supply subject matter, and all tangible and intangible outputs directly related to the Supply subject matter.
7. If the Supply subject matter or related services (installation, calibration, training) indicate any defects, the Client is entitled to refuse the acceptance of the Supply subject matter.
8. The damage hazard to the Purchase subject matter is transferred to the Purchaser on the day of accepting the Supply subject matter by the Purchaser free from defects.
9. Appropriate completion of the operator training within the scope of training as per article II.3.b) of the Contract shall be subject to a protocol made by the contracting

parties, where the Client explicitly confirms the service was implemented within the agreed scope, quality, and deadline.

10. Appropriate provision of Out-of-warranty service based on individual notices shall be subject to a protocol made by the contracting parties, where the Client explicitly confirms the service was implemented within the agreed quality, and deadline. The parties shall confirm the hours really spent performing the Out-of-warranty service in the servicing location and potentially the costs for the acquisition of spare and additional parts delivered to the Client during the servicing interventions.

VII. Contract price for the fulfilment

1. Total price for the Supply subject matter is [to be added by the bidder in compliance with the evaluated list of items] CZK excl. VAT, i.e. [to be added by the bidder in compliance with the evaluated list of items] CZK incl. VAT:
2. The total bid price for the Supply subject matter excluding VAT is binding for the whole period of the Contract fulfilment and for all fulfilments within the Supply subject matter included according to the Contract. The bid price of the Supply subject matter excluding VAT covers all contractual obligations and all matters and items required for appropriate fulfilment of the respective obligations according to the contract (including the related services such as training). The price for the Supply subject matter with VAT can be increased solely in relation to the change of legal regulations for the VAT amount, by the maximum amount corresponding to the legislation change.
3. Price for 1 hour of the Out-of-warranty service is [to be added by the bidder] CZK/hour, excluding VAT, i.e. [to be added by the bidder] CZK/hour with VAT.
4. Price for 1 hour of provided services within the Out-of-warranty service includes all costs occurred in relation to the intervention of the Supplier (including the costs for the transport to the servicing location, work of persons in any position). The Supplier is entitled to account remuneration for the servicing intervention after the servicing technician arrives to the servicing location. Price for 1 hour of Out-of-warranty service excluding VAT covers all contractual obligations and all matters and items required for appropriate provision of Out-of-warranty service according to the Contract. Price for 1 hour of the provision of Out-of-warranty service with VAT can be increased solely in relation to the change of legal regulations for the VAT amount, by the maximum amount corresponding to the legislation change.
5. Price for 1 hour of the provision of Out-of-warranty service does not include costs for the acquisition of potential spare or additional parts required for the organisation of the servicing intervention. The costs must be agreed by the Client in writing in advance.

VIII Payment Terms

1. The Client will not provide the Supplier with any advance payments.
2. The Supplier shall be entitled to the payment of the total price for the Supply subject matter according to article VII. clause 1 hereof at the moment the Supply subject

matter is handed over to the Client free from any defects and the operator training was completed within the scope of training as per article II.3.b) hereof).

3. The Supplier shall be entitled to the payment of the price for the provision of Out-of-warranty service according to the specific notice at the moment the service is appropriately provided for the Client.
4. Total price of the Supply subject matter is valid based on invoice issued by the Supplier after the entitlement for the total price payment of the Supply subject matter. The price for the provision of Out-of-warranty service according to the specific notice is valid based on invoice issued by the Supplier after the entitlement for the price payment of the Out-of-warranty service according to the specific notice.
5. The invoice must contain the properties of tax document according to the respective legal regulations of the Czech Republic, it must be issued in Czech koruna (CZK) and it must be due within thirty (30) days. It must contain:
 - Registration number of the Contract;
 - Identification of banking institution and account no. to which the payment is to be transferred;
 - Public contract title.
6. An annex to the invoice must include the copy of the handover protocol where the Client confirms the acceptance of the Supply subject matter free from defects, and also a copy of the handover protocol according to article VI.9 hereof. In case of the Out-of-warranty services, the copy of the handover protocol must be attached as an annex according to article VI.10 hereof.
7. If the invoice does not contain the above specified matters, the Client is entitled to return it to the Supplier for correction or completion. In such case the maturity period stops, and new maturity period as per this Contract starts by delivering the corrected invoice to the Client.

IX Liability for Defects

1. The Supplier undertakes that the Supply will be the top quality, i.e. all properties of the Supply subject matter will satisfy the defined requirements, i.e. the utilisation, operation safety, defect-free operation, sustainability, economic operation, the provision of environmental protection, etc. The properties will comply with the valid legal adjustment in the CR, Czech technical standards accepting the European standards. The Supplier assures the Client that the Supply subject matter is free from any defects.
2. The Contracting Parties have agreed that the Supplier will provide a guarantee for the Supply subject matter quality, i.e. The Supplier undertakes and guarantees that for the duration of the contractual warranty period, the Supply subject matter will be eligible for use according to its purpose, and it will maintain the agreed properties and quality as per the Contract and its annexes. The Supplier guarantees that the Supply subject matter will have the properties defined in the technical standards (ČSN) and the regulations related to the Supply subject matter completion.

3. The Supply subject matter has defects, i.e. deviations in quality, content, scope, and parameters incompliant with the conditions defined in the Contract, technical standards, and generally binding regulations, if the Supply subject matter completion does not comply with the requirements defined in the Contract and other documentation related to the completion. The Supplier is responsible for the defects of the Supply subject matter at the time of handing over, and the defects occurred during the warranty period. During the warranty period, the Supplier is not responsible for the defects occurred due to incompliance or violation of the submitted regulations for the operation and maintenance by the Client.
4. The Contracting parties agree that Purchase subject matter is defective if the statements of the Supplier as per article III hereof prove to be untrue or incomplete.
5. The Supplier provides 24 months warranty period for the Supply subject matter including all related activities. All the activities are provided free of charge by the seller for the warranty period duration (hereinafter only the '**warranty activities**'). The provision of warranty activities by the Supplier does not affect the right of the Client to the Out-of-warranty services according to article IV. hereof. The warranty period starts on the day the Supply subject matter is handed over and accepted free of defects.
6. The warranty period is extended by the period when the Client cannot use the Supply due to the defects. In case of the machine repair during the warranty period, the warranty period extends by the repair duration period, i.e. the period from the defect reporting to its removal. If the warranty repair lasts longer than 3 months or the total period of the Supply subject matter repairs in one year is longer than 3 months, the Client may require the Supplier to supply a new device, its parts or the defective unit.
7. The Supplier guarantees to the Client and undertakes that the spare and consumption material shall be available for at least 10 years from handing over and accepting the Supply subject matter.
8. The Client will announce the defect by fax, email, by means of data box or mail. The notification of the defect must contain a brief description of the defect, the place, and method causing the defect, and its effects.
9. If a defect of the Supply subject matter occurs during the warranty period preventing the use for common purpose, the Supplier is obliged to commence works to remove the defects immediately after the notification in writing from the Client as per article IX.8 hereof. Unless the contracting parties agree otherwise, the Supplier is obliged to remove the defect preventing the use of the Supply for common purpose at the latest within 5 working days from delivering the notice of a defect.
10. If a defect of the Supply subject matter occurs during the warranty period not preventing the use for common purpose, the Supplier is obliged to commence works to remove the defects within 5 working days after receiving the notification in writing from the Client as per article IX.8 hereof. The Supplier is obliged to remove the defect not preventing the use of the Supply for common purpose at the latest within 10 working days from delivering the notice of a defect.
11. The Contracting parties have agreed that the Client, in case of finding a defect, must notify the Supplier within sixty (60) days from finding the defect. The Contracting

parties have agreed that all consequences related to late notification of defects according to act no. 89/2012, Civil Code, may occur after the agreed period for the notification of the defects.

12. The Client shall enable the Supplier the entry to the premises to remove the defects, including the connection to the agents. In case of any damages during the warranty defect removal, the Supplier is obliged to fully replace it, within three days from the enforcement by the Client.
13. The Supplier shall handover the repaired defect to the Supplier including the record. The completed repair, within the contractual warranty period, is subject to 24 months warranty provided by the Supplier from its removal and date of handover. It also applies to the spare parts exchanged during the repair works, including the Out-of-warranty service.
14. If the Supplier fails to remove the defect using a defined method within 15 working days from the day selected by the Client, the Client is entitled to order the defect removal from another Supplier. The Supplier is then obliged to pay the evident costs for the defect removal, within 14 days from the accounting submission by the Client. The warranty for quality and the entitlements from the defect are not affected.
15. In order to eliminate any doubts, it is agreed that the above defined statements to not eliminate the right of the Client to select other rights from defective fulfilment than the defect removal by repair. The Client may select the entitlement from defective fulfilment within thirty (30) days from the defect notification, and can change the entitlement from defective fulfilment according to its consideration until the completion of the selected entitlement by the Supplier.
16. If the Purchaser selects the entitlement from defective fulfilment to be the defect removal, it can refuse the Seller's proposed method for the defect removal if it is considered insufficient, and define a suitable method for the defect removal' In such case the Seller is not entitled to any additional costs.

X. Insurance

1. The Supplier is obliged to have the agreed liability insurance for the property damage coverage in relation to the performance of the Supply subject matter, at least until appropriate handing over and acceptance of the Supply subject matter by the Client, with the insurance fulfilment at least 2,000,000 CZK and with the coinsurance of the Supplier of maximum 10 % value from the insurance event. Failure to fulfil this obligation shall be considered a serious breach of the Contract.
2. The Supplier upon the request of the Client must submit a record on the insurance existence, potentially another insurance contract within the deadline defined by the Client.

XI. Contractual Fines

1. If the Supplier is late in providing the Supply subject matter to the Client, it undertakes to pay a contractual penalty to the Client amounting to 0.2 % of the Supply subject matter price for every commenced day of the delay.

2. In case of the Supplier's delay with the defect removal requested by the Client during the warranty period within the agreed deadline, the Client is entitled to 1,000 CZK contractual fine for every defect and for every day of the respective delay.
3. In case of violating the obligations of the Supplier to provide spare parts and consumption material specified in article IX.7, hereof, the Client is entitled to Contractual penalty amounting to 100,000 CZK for every such violation.
4. In case of the Supplier's delay to arrive to the performance location of the servicing intervention within the Out-of-warranty service, the Client is entitled to contractual penalty amounting to 500 CZK for every commenced hour of the delay.
5. In case the Supplier's violation of regulations causes a penalty to the Client by external administration or inspection bodies, the Supplier is obliged to pay the penalty to the Client. Such case shall be considered a serious breach of the Contract.
6. The enforcement of the entitlement or payment of the contractual fine does not affect the Client's right for the damage compensation caused by the Supplier to the Client by failure to fulfil the obligations the Supplier accepted in this Contract or is bound by law, at full amount. The Supplier must pay for the damage compensation using a method and deadline notified by the Client in notice in writing.
7. The Contractual penalties and damage compensations will be accounted by independent payment records. The Supplier is obliged to pay the contractual penalty or pay the damage compensation within 30 days from receiving the payment record issued by the Client.

XII. Confidentiality

1. The Supplier and the Client are obliged to maintain confidentiality on all matters forming the business secret of the second party, and also other data related to the second contracting party, which they received in relation with the fulfilment of this Contract, and also other data the second party indicates as confidential. The Supplier and the Client must not provide or make the data accessible to other entities or use it for their own requirements or for other entities (including the family members and close persons). It does not apply to generally known data.
2. The confidentiality obligation relates to the matters not commonly available in the respective business circuits, in particular:
 - The matters of business nature, in particular information on internal and economical situation and contractual partners of the second contracting party, information on services provided or used by the second contracting party, information on business activities and business methods of the second contracting party,
 - The matters of production nature,
 - The matters of technical nature.
3. If the obligation to maintain the business secret and confidentiality is violated, it includes significant violation of the Contract and the contractual party which violated the obligation must pay to the second contractual party a penalty of 50,000 CZK for every individual violation of the obligation. The payment of the contractual fine

does not affect or limit the right of the second contracting party for the compensation of damages occurred in relation with the defined obligation violation.

4. the above defined does not affect the right of the Client to publish the Contract within the full scope including all annexes on the profile of the principal.

XIII. Duration of Contract

1. The Contract becomes valid and effective on the day of signature by both contractual parties.
2. It is possible to withdraw from the contract due to legal reasons and reasons stated by this Contract.
3. The Client is also entitled to withdraw from the Contract if the costs defined by the Contract are defined as ineligible by the Managing Body for the Program of National Sustainability Program I, or another body, upon finding the matters below:
 - The Supplier's bid processing included the participation of the Client's employees or the member of the project implementation team or a person who participated in the preparation or assignment of the tender proceedings;
 - The Supplier's offer was processed in association with the Supplier and the person employed by the Client or member of the project implementation team or person who contractually participated in the preparation or assignment of the respective tender proceedings
 - Subcontractor for the Contract fulfilment is an employee of the Client, member of the project implementation team or a person who contractually participated in the preparation or assignment of the respective tender proceedings.
4. Delay of the Supplier with handing over the Supply subject matter exceeding 30 days is considered a significant violation of the Supplier's obligations as per this Contract which entitles the Client to withdraw from the Contract by means of a notification on withdrawal in writing.
5. The termination of the Client or the Supplier with the legal successor does not cause the Contract termination but it passes to the legal successor.
6. In case of withdrawal from the Contract, the entitlements of the Client from the Supply subject matter defects remain valid including the damage compensation and the payment of contractual fines.

XIV Force Majeure

1. The Contracting party is not in delay with the fulfilment of the obligations, it is proven the fulfilment was prevented temporarily or permanently by force majeure event, such as unforeseeable and insuperable obstacle occurred independently on its will. It does not apply to the obstacle resulting from the situation of the contracting party which demands such circumstances, and to the obstacle occurred when the party was already in delay with the fulfilment of the obligations.
2. Force majeure represents unforeseen exceptional situations, strikes, lockouts, and other interruptions of industry, acts of public enemy, wars, declared or not, blockades, riots, demonstrations, epidemics, land slides, earthquakes, storms, lighting, floods,

natural disasters, civil unrests, explosions, and any other unforeseeable events, the contracting parties cannot affect and which are not manageable despite all care.

3. The contractual party with the rights and obligations affected by force majeure must take all possible measures required to remove the inability to fulfil the obligations with minimum delay as per this Contract.
4. If the contracting party caused damage by violating the obligation from the Contract it shall be free from the damage compensation obligation if it is proven the fulfilment was prevented temporarily or permanently by force majeure event, such as unforeseeable and insuperable obstacle, occurred independently on its will. It does not apply to the obstacle resulting from the situation of the contracting party which demands such circumstances, and to the obstacle occurred when the party was already in delay with the fulfilment of the obligations.
5. If any of the contracting parties assumes the circumstances of force majeure occurred, which could affect the fulfilment of the obligations, it must immediately inform the second contracting parties and define the details on the nature, probable duration, and probable effect of the circumstances. If the Client does not issue instructions in writing, the Supplier must continue in the fulfilment of its obligations in compliance with the Contract, if it can be justly required considering all circumstances, and it must seek all alternatives for the fulfilment of obligations not prevented by force majeure. The Supplier must not use alternative tools unless instructed by the Client.
6. If the force majeure obstacle, causing the impossibility to supply the Supply subject matter, lasts over 2 months, the contracting parties are entitled to agree on permissible Contract amendment in relation to the subject matter, price, and fulfilment period. In case of failing to conclude an agreement, both parties are entitled to withdraw from the contract. The effects of withdrawal are valid on the day the notification is received.

XV. Final Provisions

1. The Supplier is aware that the provider of the support within the program NPU I is entitled to perform the inspection of the project goals' fulfilment within the project 'Development of UniCRE Centre' including the inspection of the support use and the purpose orientation of the project costs utilisation in compliance with the contract on the support provision for the solution of the research and development project no.: MSMT-43760/2015, and in compliance with the decision no. 11/2017 on the provision of 'Institutional support for long lasting conceptual development of the research organisation based on the evaluation of its achieved results'. The Supplier is aware that the support providers are entitled to perform financial inspection according to § 39 Act no. 218/2000 Coll., on the budget rules, as amended, and Act no. 320/2001 Coll., on financial inspection in public administration, as amended. The Supplier is obliged to provide full cooperation during the inspection performance by the support providers and observe all instructions of the providers or the Client in relation with the inspection, particularly provide access to the workplace, to persons participating in the Contract implementation, and to all documents, computer records, and devices forming a part of the Contract fulfilment or related to the Contract. The Supplier must maintain all documents, computer records, and other information related to the Contract fulfilment for the period defined by the Czech

Republic legal code and by directly applicable regulations of 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 31.12.2020. The Supplier must contractually ensure that the obligations as per this Contract article must be fulfilled by all potential subcontractors of the Supplier.

2. The Supplier during the supply and installation of the Supply subject matter must observe all legal regulations related to the occupational health and safety. The Supplier is further obliged to observe all legal standards, local regulations and rules related to the workplace, observing the safety, hygienic, and fire regulations, including the supply location and the Supply subject matter installation. During the supply and installation of the Supply subject matter, the Supplier is obliged observe the regulations related to work safety, in particular Act no. 309/2006 Coll., on the provision of other conditions for occupational health and safety.
3. The Supplier is obliged to mark the correspondence to be delivered to the Client with the Client's Contract number and the name of the Public Contract. The Client can return the unmarked correspondence to the Supplier. Potential related delay is at the expense of the Supplier.
4. This Contract can be amended and cancelled only in writing and based on mutual consent of both the contracting parties. Electronic format is not considered as a form in writing.
5. The present Contract is drafted in four counterparts with the validity of the original, two for each contracting party.
6. All legal relationships untreated in this Contract are subject to act no. 89/2012 Coll., Civil Code, as amended, potentially to other affected legal regulations.
7. The following Annexes represent an integral part of the Contract:
 - Annex No.1 – Specification of the Supply subject matter – **to be added by the bidder**
 - Annex No.2 – Description of the servicing activities provided – **to be added by the bidder**
 - Annex No.3 – Conditions for the entry and movement in Chempark Záluží
 - Annex No.4 – Services provided by the manager of Chempark Záluží

Inon

Inon

.....
Bidder

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

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

UNIPETROL RPA

Safety (work safety, health protection, fire safety, prevention of serious emergency, transport of hazardous items, security of the premises), and environmental protection

Conditions of the Client for the activities of the contractor and subcontractors:

A. General conditions

1. Provide safety, fire protection, health protection, work hygiene, prevention of serious accidents, transport of hazardous items (ADR/RID), protection of the premises and environmental protection, and perform works in compliance with the provisions of generally binding and other regulations, technical standards, internal standards of the client and the respective business contracts.
2. Read the binding standards and information defined on internet address of UNIPETROL RPA, s.r.o. <http://www.unipetrolrpa.cz/cs/sluzby-areal/chempark-zaluzi/zavazne-normy-a-informace/>, fulfil the provisions of the standards and information during all activities in Chempark Záluží, and prior to the work commencement prove the acquaintance of the employees with the respective binding standards and information within the scope of performed activities.
3. Read further documents, requirements, and information which must be fulfilled, their handing over is provided physically or accessible by sharing via electronic form, and ensure provable acquaintance of the employees, and fulfil the provisions of the documents, requirements, and information during all activities implemented in Chempark Záluží.
4. Pass all requirements of the client to its suppliers, and upon request provide the list of all suppliers and their employees who perform/ will perform activities related to the Orders/ Contracts.
5. Pass the inspections and audits organised by the client for the purpose of verifying the binding conditions related to individual areas of the integrated management system, provide required information during the activities, and immediately implement the agreed corrective measures.
6. Observe all decisions of persons entitled to perform the inspection activities, and upon their instruction immediately stop works in case of danger to life and personal health, and possible exceptional events and damages.
7. Maintain clean workplace during the contract fulfilment, remove all caused leaks in the environment and damages at its costs, including the locations outside its workplace.

B. Waste handling.

8. Unless the respective business contract defines otherwise, if waste occurs in the premises in the premises during the contractor's activity, it will be its waste.
 9. The contractor must handle waste at its costs and in compliance with the legal provisions on waste, i.e. provide recycling, transport to the final utilisation location or waste removal including other related activities. The removal or use of waste must be contractually provided by means of authorised person as per Act on waste. The contractor is further obliged to:
 - a) Own or hire vessels for the collection of waste compliant with the technical state and marking to the adequate waste.
 - b) Never store waste from the activities in the collection vessels of other entities without their former consent.
 - c) Never use outdoor or indoor areas for temporary storage of waste without consent of the periphery manager in writing.
 - d) During the waste collection make sure to prevent the damage of environment or waste leaks in the environment. It is also obliged to mark the collection place adequately, i.e. as per decree no. 383/2001.
 - e) Never place waste outside the collection devices (which must be marked as per valid legal adjustments) with the exception of temporary storage of contaminated soil, non-contaminated metal scrap, and the construction waste prior to its removal for final use or removal.

- f) Submit, unless defined otherwise by the contract, all usable waste (metal, plastics, paper, waste oil) occurred during the work implementation to the place defined by the contractual partner. It applies for the contractor.
- g) Submit waste solely to persons authorized to operate the device for the waste utilisation, their removal, collection or purchase.
- h) Have the consent of the respective state administration body for handling of dangerous waste.
- i) Submit to the contractual partner the decision of District hygienic station in Most for handling waste with the content of asbestos (if waste occurs).
- j) Prove that the applied transport tools for hazardous waste in above limit amounts as per ADR regulations are equipped and marked in compliance with the regulations, and the drivers of the tools are trained adequately.
- k) Have the respective authorisations for the removal or use of waste occurred during the business activity in the premises. They must be issued by state administration bodies (District office, Municipal office - Environmental Department, Trade Body).
- l) Manage the administration of waste within the legally specified scope of Act on waste and the performance regulations. It applies for the waste originator.
- m) Handover as a part of records on the completion and work acceptance by the contractual partner, the copy of the records used by the contractor to prove the method of waste removal or use (weight tickets and registration sheets for the transport of hazardous waste). The lessee is obliged, any time upon request of the contractual partner (event. HSE&Q), to submit the records related to the removal or use of waste – i.e. continual registration of waste, weight tickets, and annual reports to the respective municipal office or magistrate).
- n) Perform the waste transport to the final disposal or use solely via gate no.5 (Minerva) . It is necessary to have appropriately completed and confirmed pass 'Pass via gate no.5'.

This must be requested from the contractual partner together with the confirmation of waste occurrence. All above defined forms are available on <http://www.unipetrolrpa.cz/cs/sluzbv-areal/chempark-zaluzi/zavazne-normy-a-informace/> Provide waste, handed over for final removal or use, with legally required records (for hazardous waste by the identification sheet for hazardous waste, registration sheet for hazardous waste transport, the record on physical-chemical properties of waste, etc.).

C. Climate protection

- 10. The contractor operating the source of contamination in the premises as per act on atmosphere protection, in case of emergency leak in the operating device is obliged:
 - Immediately inform the fact to the Department of the Operation Production Control (3111/2111). Define the contact to the competent employee and his telephone number
 - Immediately after the completion, sent the copy of a report on the emergency evaluation to HSE&Q (431, fax 476164906) and specified corrective measures submitted to Czech Environmental Inspection.
- 11. During the notified regulation levels, the contractor/ lessee must observe the instructions of the Department of Operation Control as per "Regulation order SVRS, valid for UNIPETROL RPA".

D. Old economical loads and water protection

- 12. The planned activities when excavation of soil is expected (construction waste) in amount exceeding 30 m³ must be reported during the selection of construction site, at the latest within 70 calendar days prior to the commencement of civil (demolition) works, to department HSE&Q (tel. 2617) as per Directive 372 and observe the provision.
- 13. If the activities include the damage or destruction of the drill, report the fact immediately to HSE&Q, including the specification of the guilty party. If the guilty party of the damage or drill destruction cannot be found, the costs for the repairs of the drill or completion of spare drill will be paid by the company which administers the area as per Directive 704 where the damaged or destroyed drill was present. Repair or replacement of the drill will be provided by HSE&Q in cooperation with Aquatest.
- 14. If the handling includes defective substances or substances with increased hazards (see Act no. 254/2001, Coll.) within the scope exceeding the specified Decree of the Ministry of Environment no. 450/2005 Coll. (15 kg and above), process the plan of measures for cases of emergency (emergency plan for the protection of waters within the scope of activities relevant for chemical emergency related to the hazard or deterioration of ground and surface water quality or rock environment).
- 15. During handling of the halogen solvents (e.g. tetrachloroethylene, trichlorethen, chloroform) immediately request HSE&Q (tel. 2617) for the handling permission, ensure training of persons in contact with the substances, and manage the registry of handling.
- 16. Secure locations for possible leak and leak during handling with hazardous substances (HS) with the collection vessels or collection emergency tanks (tubs) and suitable absorption tools.
- 17. Secure the HS warehouses with impermeable treatment against HS leak in ground water (e.g. impermeable base

for the walls with increased threshold in access openings), fit is with intervention tools for catching possible leaks and leaks during handling (e.g. vessel for leaked HS, absorption tools, etc.), and suitable tools for pre-medical first aid and personnel hygiene.

18. During handling of hazardous substances for water, handle HS solely on reinforced and secured surfaces to prevent water contamination, do not cause risks to water in sewage system, and do not cause hazard to the quality of surface and underground water
19. Operate only such technological devices at the workplaces and perform activities which were adequately discussed with the respective departments of the contractual partner subject to the issued permissions from state administration bodies (e.g. Energy service department – complementary contract) and HSE&Q (tel. 2617).
20. Drain waste water in the treatment device in the designated location and method by the decision of the respective state body based on the conditions defined in HSE&Q (tel. 2617) or complementary contract, observe the prohibition for their drainage in sewer, and the prohibition for unauthorized disposal in the premises or outside the premises of the company.
21. During emergency when quality of ground or surface waters is in danger, or the rock environment, proceed in compliance with Directive 444/1 – i.e. report the emergency to the Department of the Operation Production Control (3111/2111) or HZSP (3000). Immediately remove the causes of emergency and its damaging consequences or at least minimise the consequences.
22. Enable the inspection of used premises and land plots for the verification of the handling compliance with hazardous substances with valid legislation and internal directives, and provide required materials for the inspection.
Not meeting the duties in the area of environment protection may constitute the reason for sanction of Contractor by the environmental authorities. Repeated breaching the environment protection conditions might lead to withdrawal from Contract.
23. Drainage of water in the sewerage system may only be carried out upon the approval of the sewerage system owner.
24. Water consumption from underground distribution systems and hydrants may only be carried out upon the consent of the Client.

E. Safety, Occupational health and safety (OHS), fire protection (FP)

The contractor undertakes:

25. To complete all works solely by means of professional and healthy employees.
26. Become acquainted with possible risk to health and life of persons related to Chempark Záluží and fulfil the specified measures by means of documents stated on address <http://www.unipetrolrpa.cz/cs/sluzby-areal/chempark-zaluzi/zavazne-normy-a-informace/>, (e.g provide employees with the specified PPE, provide the equipment for the supplier's employees and independent trading physical entities, who will perform the activities, and inspect their application during work).
27. Ensure OHS for independently trading physical entities who will perform the activities related to the Order/ Contract identically to its own employees, and ensure the insurance for the persons for cases of their physical harm or fatality related to the contractor's work performance.
28. Upon request, provide the Client with the records on professional and medical eligibility of all persons to be used for the performance of activities within this Order/ Contract.
29. Provide the client with information in writing on the risks resulting from the character of its works which can cause hazard to the client's employees health and safety, potentially other persons present in the Client's premises.
30. Ensure the presence of employees, employees of the suppliers, and independent trading physical entities who will perform the activities at the initial and repeated training of OHS and FR, and other training required by the Client.
31. In case of employing foreign state citizens ensure every working group included at least one employee able to translate and ensure the provision of information during the working activities and during the solution of exceptional situations.
32. Observe the protocol provisions on the workplace handover.
33. Ensure safety of all persons present with the awareness of the Contractor on the accepted workplace.
34. Ensure the control of the work process, require and inspect the observing of legal and other regulations, technical standards, and all regulations and requirements specified by the contract by its employees and employees of contractors.
35. Provide coordination of the activities of the employees and supplier's employees, potentially other subjects, if defined within the workplace handover, in the plan for the workplace safety provision or within the Work

Permission.

F. Transport of hazardous items


36. If the Contractor requires to transport hazardous items in above-limit amount to the company premises for the work implementation subject to ADR Agreement and/or RID policy (by the employees, potentially employees of the contractual transport provider) it must provide for their transport to the premises the fulfilment of all annexes to ADR Agreement and/or RID Policy (e.g. the obligations fulfilment of the main and other transport participants of hazardous substances, the application of approved packages for the transport of hazardous substances, appropriate marking of packages and vehicles with safety marks, orange tables and other specified marks in the required design, certification for persons/ vehicles for the transport of hazardous items, the provision of safe unloading and safe location of items, reporting of potential accident during the transport in the premises, and processing, implementation, and use of transport safety plan for high risk hazardous items).

Obligations of the Client for the activities of the contractor and subcontractors:

37. Provide the Contractor's employees, the employees of the subcontractors and independent trading physical entities with the initial and subsequent safety training, potentially other training resulting from the provision of the safety conditions.
38. Provide the Contractor with the organisation and control standards of the Client (not published on the web address as per article 2 General conditions), their observing will be required from the Contractor considering the character of its activities in printed, electronic form (CD, DVD, sharing, etc.).
39. Record the workplace handover including the specification of conditions for the work permit issuance, and the provision of FP conditions, the conditions for social and hygienic principles.
40. The unified system of first-aid medical assistance specified in relation to the identified risks of possible hazard to life and health of persons must be provided.
41. Acquaint the contractor with the system of stations for possible contacting of first-aid medical assistance.
42. Ensure fire protection by means of fire brigade.
43. Define the obligations of the operator for restricted lifting devices applied by the contractor in the operation plants owned by the client, provide the lifting technology installed in the operation plants for the authorized crane operators of the client.
44. Enable the entrance for the contractor's vehicles to the workplace under the conditions specified on the web address as per article 2 General Conditions.
45. Acquaint the Contractor within the required scope with the emergency plan for the production plant/ department with the respective evacuation locations and required behaviour in case of exceptional events in the production plant/ department or its vicinity.
46. Provide the Contractor with required information and advisory for processing the emergency instructions/ evacuation plans.

Sanctions within the safety area

47. Violation of the regulations in the safety area is resolved in compliance with directive S 402/1 Sanctions in the safety area, repeated violation of safety regulations is evaluated as serious contract violation, and it can state a reason for withdrawing from the contract by the client.

 Unipetrol RPA ORLEN GROUP		<i>CONTRACT of WORK number:</i>	
<i>Client:</i>	UNIPETROL RPA, s.r.o.	<i>Registration number of the client:</i>	
<i>Contractorl:</i>		<i>Registration number of the contractor:</i>	

Services of the client

THE CLIENT will provide all required agents and energy for payment to the defined construction site borders under the conditions below:

The selected CONTRACTOR will conclude business contracts for power supplies and auxiliary services to be used during the performance of construction or assembly works, and in the restricted construction site device for the completion of the work subject matter within the concluded contractual relations. Technical and business conditions of independent contracts must be agreed with individual administrators. The conclusion of required contracts will be provided by the selected contractor prior to the work commencement or prior to the commencement of the services and requirements resulting from the performance of the work subject matter.

1. Services provided by means of Customer Centre of Chempark

At the defined workplace it is possible to conclude solely one contract for the rent of premises, locations, and all required and available services. Contracted rent and services are invoiced monthly with one invoice. The customer services include required information on the provided services including detailed pricelists.

Contact: **Jana Korelová** tel.no.: 47-616-4154, MT: 736505391
Jindřiška Šplíchalová tel.no.: 47-616-4215, MT: 736505392
e-mail: najmy.sluzby@unipetrol.cz

If the requirement specification requires necessary technical information on the respective service, it is possible to contact the persons below considering the character of the question:

Services provided by means of Customer Centre:

- a) Rent (non-residential premises, land plots, related property - equipment)
Ing. Petr Klimeš tel. no.: 47-616-4002 petr.klimes@unipetrol.cz
- b) Entrance to the premises
Ladislava Mikešová tel. no.: 47-616-2497 ladislava.mikesova@unipetrol.cz
- c) Telecommunication services
Ing. Jaroslav Fojtík tel. no.: 47-616-4001 jaroslav.fojtik@unipetrol.cz
- d) Services of centre for breathing technology
Tomáš Palička tel. no.: 47-616-4293 tomas.palicka@unipetrol.cz
- e) Services of information technologies
Help Desk tel. no.: 47-616-6633 helpdesk@unipetrol.cz
- f) Services of library
Ing. Miroslava Šulcová tel. no.: 47-616-2046 miroslava.sulcova@unipetrol.cz
- g) Mail services
Ing. Jindřich Mužík tel. no.: 47-616-3920 jindrich.muzik@unipetrol.cz



Unipetrol RPA

ORLEN GROUP


CONTRACT of WORK number:

Client:	UNIPETROL RPA, s.r.o.	Registration number of the client:	
Contractor:		Registration number of the contractor:	

- h) Sale of soda water
Ing. Jindřich Mužík tel.no.: 47-616-3920 jindrich.muzik@unipetrol.cz
- i) Logistic services
- Freight services
 - Custom services
 - Weighing on central vehicle scales
- Ing. Martin Jupa tel.no.:47-616-4354 martin.jupa@unipetrol.cz
- Handling and storage services
 - Renting work clothing
- Anna Pešičková tel.no.:47-616-2235 anna.pesickova@unipetrol.cz
- j) Emergency vehicles, Vehicle hire, pneuservice, Washing and cleaning of passenger vehicles
tel. no.: 47-616-5344
- k) Collection, removal, and use of waste
Jindřiška Šplíchalová tel. no.: 47-616-4215 jindriska.splichalova@unipetrol.cz
- l) Services of technical supervision
Ing. Bohuslav Mach tel. no.: 47-616-2173 bohuslav.mach@unipetrol.cz
- m) Services of material test-room and corrosion
Ing. Bohuslav Mach tel. no.: 47-616-2173 bohuslav.mach@unipetrol.cz
- n) Services of defectoscopy and diagnostics
Ing. Bohuslav Mach tel. no.: 47-616-2173 bohuslav.mach@unipetrol.cz
- o) The supply of technical standards
Ing. Pavel Dobrovský tel. no.: 47-616-6165 pavel.dobrovsky@unipetrol.cz
- p) The provision of reprographic and documentary services
Ing. Pavel Dobrovský tel. no.: 47-616-6165 pavel.dobrovsky@unipetrol.cz
- q) Geodetic services
Ing. Miloš Hezký tel. no.: 47-616-4539 milos.hezky@unipetrol.cz
- r) Sale of property (transport vehicles, tangible and intangible property)
Dana Kadlecová tel. no.: 47-616-5281 dana.kadlecova@unipetrol.cz

2. Consumption of electricity, steam, water

In order to ensure the respective energy supplies, water, and technical gas and services for wastewater treatment, it is necessary to contact the below defined business location where it is possible to receive required information on the supplies of energies and other media, on the materials required for the contract conclusion and on prices of individual agents, energy services and products.

 Unipetrol RPA ORLEN GROUP		<i>CONTRACT of WORK number:</i>	
<i>Client:</i>	UNIPETROL RPA, s.r.o.	<i>Registration number of the client:</i>	
<i>Contractor:</i>		<i>Registration number of the contractor:</i>	

Contact: Ing. Jitka Kadlecová tel. no.: 47-616-3639

e-mail: jitka.kadlecova@unipetrol.cz

3. Catering

DORA Gastro as.

Contact: Mr Jaromír Vitha – Operation Manager Záluží tel. no.: 47-616-3118

MT: 606628489 email: jvitha@dora.cz

4. Railway track

UNIPETROL DOPRAVA, s.r.o.

Contact: Ing. Luděk Mizuň – Transport Department Manager tel. no.: 47-616-4081

e-mail: ludek.mizun@unipetrol.cz

5. Health care

Paracelsus, s.r.o.

Contact: Ing. Vítězslav Novák – Company CEO tel. no.: 47-616-5654

e-mail: novak@paracelsus.cz

Annex no. 5 Tender documentation to the public contract **‘A device for thin layer chromatography with flame-ionization detector – TLC/FID’**

Statutory declaration

Company [to be added by the bidder], CRN: [to be added by the bidder], with head office [to be added by the bidder] as the bidder in the public contract proceedings of small scale titled *‘A device for thin layer chromatography with flame-ionization detector – TLC/FID’* **announced by the principal Unipetrol Centre for Research and Education, a. s., with head office** Revoluční 84, 400 01 Ústí nad Labem, **CRN: 622 43 136,**

herewith honourably declares that

Fulfils the general qualification according to **§ 74 clause 1 letter a) to e) act**, as follows:

- a) In the last 5 years prior to the assignment procedure it was not lawfully sentenced in the country of its head office for criminal activity as defined in annex no. 3 PPL or similar criminal act according to the legal order of the supplier’s country of the head office; annulled sentences are not considered;
- b) Has no tax debts in the Czech Republic or in the country of head office in the tax registry;
- c) Has no due insurance or penalty for public health insurance in the Czech Republic or in the country of head office;
- d) Has no due insurance or penalty for social security and employment policy in the Czech Republic or in the country of head office;
- e) Is not in liquidation, subject to the decision on bankruptcy, subject to the enforced administration according to another legal regulation or in similar situation according to the legal order of the supplier’s country of head office

If the bidder is legal entity it declares that it fulfils the condition according to letter a) above; it also applies to every member of the statutory body. If legal entity is a member of the statutory body of the bidder, the bidder declares that the conditions according to letter a) above are fulfilled also (i) by this legal entity, (ii) every member of the statutory body of the legal entity, and (iii) person representing the legal entity in the bidder’s statutory body.

If the bidder is a company branch of Czech legal entity, the bidder declares that the condition according to letter a) above is fulfilled by all persons defined in former clause and by the company branch manager. If the bidder is a company branch of foreign legal entity, the bidder declares that the condition according to letter a) above is fulfilled by the legal entity and by the company branch manager.

The bidder also declares it has been acquainted in detail with the rules issued by the premises manager UNIPETROL RPA s.r.o., CRN: 275 97 075, with head office in Litvínov - Záluží 1, Post Code 436 70 for the activities of supply companies defined in Annex no. 3 and 4 to the invitation and tender documentation.

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 authorisation - to be added by the bidder]

ⁱ If the model text of the Bidder's identification does not correspond to its legal form, the participant shall modify and complete the identification data so that its legal form corresponds. This note will then be deleted.

Annex no. 6 Tender documentation to the public contract 'A device for thin layer chromatography with flame-ionization detector – TLC/FID'

Identification of the bidder

Name / Business company: (to be completed by the bidder)

Place of business / head office: (to be completed by the bidder)

CRN: (to be completed by the bidder)

VAT ID: (to be completed by the bidder)

Bank details: (to be completed by the bidder)

account number: (to be completed by the bidder)

Scope of business / activities: (to be completed by the bidder)

Name of the register,
where the bidder is recorded: (to be completed by the bidder)

Record reference: (to be completed by the bidder)

Name of the court or another body,
where the register is administered: (to be completed by the bidder)

Person authorised
to act on behalf of the bidder: (to be completed by the bidder)

Contact person: (to be completed by the bidder)

Telephone of the contact person: (to be completed by the bidder)

e-mail of the contact person: (to be completed by the bidder)

In (to be completed by the bidder) on (to be completed by the bidder)

(name of the bidder - to be completed by the bidder)
(name, surname, function of authorized person - to be completed by the bidder)
(Signature of authorized person - to be completed by the bidder)

Annex to the declaration: Power of attorney
(the bidder maintains the defined line in case of declaration of a person acting based on the power of attorney)

Annex no. 7 Tender documentation to the public contract ‘A device for thin layer chromatography with flame-ionization detector – TLC/FID’

Description of the servicing activity provision

Name of the machine: [to be added by the bidder]

Warranty and out-of-warranty service of the above defined machine is provided by the servicing technician who are authorised for the maintenance and service of the machine. The supplier is obliged to maintain a servicing team, for the contract fulfilment period and for 10 years from accepting the fulfilment as per the contract, where at least one member:

- Is authorized to work on electrical devices up to 400 V as per the Decree no. 50/1978 Coll. On professional eligibility in electrical technology, as amended, at least at level ‘Workers for independent activity’ as per §6 or comparable within EU;
- Has practise in servicing activity for the defined type of device at least within minimum duration of 3 years;
- Is authorized to perform servicing activities of the machine type corresponding to the required device based on the valid certification;
- Is able to communicate in Czech and Slovak or English language.

Prices for the servicing interventions and binding deadlines are defined by valid legislation and binding contract draft forming Annex no. 2 ‘Device for thin layer chromatography with flame-ionization detector – TLC/FID’.

Warranty and out-of-warranty servicing requirements can be applied by the client by e-mail, telephone, and in writing using the contacts below:

[The bidder shall add names, emails, telephone and address of contact persons]

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 authorisation - to be added by the bidder]

Annex no. 8 Tender documentation - 'A device for thin layer chromatography with flame-ionization detector – TLC/FID'

Declaration as regards the technical qualification prerequisites

The list of persons responsible for the provision of the activities in question

As per article 4.3.2 Tender documentation

Company [to completed by the bidder], CRN: [to completed by the bidder], with the office [to completed by the bidder]¹ as a bidder in the public tender 'A device for thin layer chromatography with flame-ionization detector – TLC/FID' which is called by the Principal **Unipetrol výzkumně vzdělávací centrum, a. s.**, with the office in Revoluční 1521/84, 400 01 Ústí nad Labem, CRN: 622 43 136, declares, that it has its implementation team comprising of persons responsible for the provision of the activities in question within the defined scope and the bidder has available at least 1 technician [TO COMPLETED BY THE BIDDER name and surname], who:

- Is authorized to work on electrical devices up to 400 V as per the Decree of VÚBP no. 50/1978 Coll. as amended at least at level §6 or comparable within EU, and
- Has minimum practise in servicing activity for the defined type of device at least within minimum duration of 3 years, and
- Is authorized to perform servicing activities of the corresponding machine type based on the valid certification
- At least one member of the team can communicate in Czech or Slovak language.

The bidder declares, that the member of the service team (see above) is [employee of the bidder / subcontractor of the bidder / employee of the subcontractor with the name, CRN, registered office - the bidder shall indicate one of the alternatives; If the service team member is an employee of the subcontractor, the bidder shall indicate the subcontractor's identification].

¹ If the template of the bidder's identification does not correspond to its legal form, the applicant shall modify and complete the identification data in such a way that its legal form corresponds. This note will then be deleted.

Annex no. 8 Tender documentation - 'A device for thin layer chromatography with flame-ionization detector – TLC/FID'

Declaration as regards the technical qualification prerequisites

List of significant deliveries As per article 4.3.1 Tender documentation

Company [to completed by the bidder], CRN: [to completed by the bidder], with the office [to completed by the bidder]² as a bidder in the public tender 'A device for thin layer chromatography with flame-ionization detector – TLC/FID' which is called by the Principal **Unipetrol výzkumně vzdělávací centrum, a. s.**, with the office in Revoluční 1521/84, 400 01 Ústí nad Labem, CRN: 622 43 136, declares, that it realized in last 3 years before starting of this tender (it means before the date of the publishing of the Invitation and tender documentation) at least 1 contract which consists of delivery of the device for thin layer chromatography with flame-ionization detector – TLC/FID or other similar apparatus, which are:

Name, CRN and the registered office of the customer	contact person of the customer (+ phone no. or e-mail address)	name / signification of the delivery	Description of the subject of the delivery	Time of implementation
[to completed by the bidder]	[to completed by the bidder]	[to completed by the bidder]	[to completed by the bidder]	[to completed by the bidder]
[to completed by the bidder]	[to completed by the bidder]	[to completed by the bidder]	[to completed by the bidder]	[to completed by the bidder]

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

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

[name, surname, function of authorized person - to be completed by the bidder]

[Signature of authorized person - to be completed by the bidder]

² If the template of the bidder's identification does not correspond to its legal form, the applicant shall modify and complete the identification data in such a way that its legal form corresponds. This note will then be deleted.