



Europäische Union. Europäischer Fonds für regionale Entwicklung: Investition in Ihre Zukunft / Evropská unie. Evropský fond pro regionální rozvoj: Investice do vaší budoucnosti



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Interreg VA / 2014–2020

Annex no. 4 c - Mandatory format for a framework contract for work C

SAMPLE PROCESSING „ARCHAEOMONTAN 2018“, project number: 100247061

Framework Contract for Work

ČESKÁ GEOLOGICKÁ SLUŽBA (CZECH GEOLOGICAL SURVEY), contributory organisation

Company ID No: 00025798

Registered Office: Klárov 131/3, 118 21 Prague 1

Represented by: Mgr. Zdeněk Venera, Ph.D., Director

Account number: 87530011/0100

(„**Client**“ hereinafter)

and

.Isotoptech.ZRt....

Company ID No: 09-10-000303..

Registered Office: H4025 Debrecen, Piac u. 53. 2/9.

Represented by: Mihály Veres

Account number: HU48116000060000000034350063

(„**Contractor**“ hereinafter)

(hereinafter referred in the contract to as „**Contracting Parties**“)

concluded the **Contract** on the day, month and year listed below:

The project is implemented from the programme Interrereg VA to promote cross-border cooperation in 2014–2020 between the Free State of Saxony and the Czech Republic. The programme is co-financed by the European Union (European Regional Development Fund).



Preamble

This Contract is concluded in connection with the implementation of the project "ArchaeoMontan 2018" (Project number 100247061, hereinafter the "Project"). The Client is the recipient of financial support from the European Structural Funds under the Cooperation Programme Czech Republic - Free State of Saxony "SN-CZ 2014-2020" on the basis of the Decision to Provide a Subsidy from December 18, 2015 No. IK76.

The selection of Contractor was made by the Client – the Contracting Authority, on the basis of small scale public contract outside the PCA regime pursuant to Act no. 134/2016Coll., On Public Procurement, as amended (the "Act"). The Contracting Parties declare by signing this Contract that they are informed about the conditions stated in the Call for Proposals, the conditions for participation in the tender and are also familiar with the concept of the project.

The Client has chosen the bid (the tender for public contract "Sample Processing" for the project "ARCHAEOMONTAN 2018", project number: 100247061) of the Contractor to perform the Contract as the most suitable.

I.

Subject Matter of the Contract

The Contractor undertakes to carry out and deliver the works generally defined in Article II Paragraph 1, and further specified in individual orders, duly, on time and in the quality agreed. The Contract also sets forth the obligation of the Client to pay to the Contractor, duly and on time, the price agreed for the work delivered.

II.

General specifications for the works

The Contractor undertakes to carry out and deliver the works generally named „Sample Processing“ for project „ARCHAEOMONTAN 2018“, project number: 100247061.

1. General specification of the works:

The supplier shall arrange for a radiocarbon analysis (^{14}C) using the AMS + data calibration method for circa 60 samples.

The Work is described in detail in the Technical Specification (Annex 3 of the Tender Documentation.), point 3.3 .

The supplier shall deliver the above stated task within 90 days from a documented handover of samples.



2. Works will be repeated and performed individually on the basis of individual orders that will include clear specifications and identification of individual works, and any other particulars stated herein. The orders made will be added to the Contract during the operation of the Contract in the form of numbered annexes.
3. The Client will order from the Contractor works pursuant to Article II Paragraph 2 for no more than 397.122,-CZK incl. VAT. **The Client reserves the right to contract from the Contractor only some of the works, based on the Client's actual needs.**

III.

Price and Terms of Payment

1. The contracting parties have agreed that the total price for works, which will be the total price for all individual works paid on the basis of the orders placed under this contract, will not exceed the expected price for work in accordance with Annex 1 (Contractor's bid) hereto. The price stated in individual orders will be calculated on the basis of unit prices stated in Annex 1 hereto.
2. The expected price for work in accordance with Annex 1 hereto is final, it must not be exceeded and it includes all expenses and costs incurred to the Contractor in connection with the performance and delivery of works.
3. Within 3 days from receiving an order from the Client, the Contractor will issue a deposit invoice amounting to 70% of the order price and send it to the Client.
4. The balance of the price will be paid on the basis of individual invoices issued by the Contractor after the work is duly performed, handed over and accepted by the Client. Invoices (tax documents) issued by the Contractor must include all essentials determined by legal regulations, in particular all essentials of tax documents as determined by Section 28 of the VAT Act 235/2004 Coll. as amended by subsequent regulations. In addition, the invoice will have an invoice number, contract number, bank account details, price excluding value added tax, VAT rate in percentage and total value added tax (pursuant to valid legal regulations) and the price including value added tax; the contract reference number and the price for works excluding VAT, VAT will be stated separately and the total price including VAT. Furthermore, the invoice must contain the name of the project – **ArchaeoMontan 2018, No.100247061.**

The Contractor is obliged to enclose a list of works and deliveries made to the invoice.

5. The contracting parties have agreed that invoices are payable within sixty (60) calendar days from the day an invoice is delivered to the Client to the Client's contact address. If in doubt, it is deemed that the delivery date is the third day from the day an invoice is sent.



6. The price for work is regarded as paid at the moment the invoiced price leaves the Client's bank account. In the event the Client exercises its claim and asks for a defect to be removed before an invoice is payable, the Client is not obliged to pay for the works until the defect is removed. At the moment the defect is removed, a new due date of sixty (60) calendar days starts running.
7. The Client is entitled to return an invoice before the due date if the invoice not includes all essentials determined by this Contract, or in the event the data stated on the particular invoice is not correct. The Contractor is obliged to correct the invoice or issue a new one, depending on the character of the errors made in the invoice. In this event the Client is not considered to be late with paying for the works. At the moment a duly completed or corrected invoice is delivered, a new due date of sixty (60) calendar days starts running.

IV.

Method and Deadline for Performing the Works, Handover of Works

1. During the performance of works, the Contractor is obliged to proceed with all due professional care, based on its best knowledge and skills; the Contractor is obliged to protect the interests and goodwill of the Client and to proceed in accordance with Client's instructions. If the Client issues unsuitable instructions, the Contractor is obliged to inform the Client in writing that the instructions are not suitable, otherwise the Contractor is liable, in particular, for defects and damages caused to the Client, the Contractor and third parties as a result of the unsuitable instructions.
2. Deadline for due completion and handover of works: works will be ordered by the Client by placing individual orders, starting from 01.01.2017 to 31.07.2018. The exact deadline for completion and handover of works will be determined in individual orders.
3. The works will be handed over at Česká geologická služba, Geologická 6, 152 00 Prague 5.
4. The Client will specify individual works in the numbered orders. Each order must clearly state the scope of works, a specific completion deadline and a price calculated on the basis of unit prices stated by the Contractor in Annex 1 hereto. The orders must also include this framework contract number and both contracting parties must confirm the orders.
5. A record will always be made about the handover of individual parts of works (hereinafter "records") in two (2) counterparts, both of which shall be signed by contracting parties and each of the parties shall receive one (1) record.



6. The Client is entitled to refuse to accept individual works if the work is not performed in the quality agreed and it is not without defects; in this case the Client shall inform the Contractor about the reasons for refusing to accept individual works in writing no later than within five (5) working days from the original handover date. The following provisions of the Article herein apply with regard to subsequent handover of individual works.
7. The Client is entitled to inform the Contractor about the defects of works and raise a claim concerning liability for damage caused by defective work at any time, at the Client's discretion, within two years from the date when individual parts of the works are handed over (the handover date is stated in the handover record). If the Contractor raises a claim and asks for removal of defects, the Contractor is obliged to remove the defects no later than within five (5) working days or within a deadline determined by the Client in the event that the above stated deadline is not reasonable. The Contractor is obliged to hand over parts of the works to the Client when all defects are removed pursuant to Article IV paragraphs 4 to 6.

V.

Contractual Penalties and Withdrawal from the Contract

1. In the event that the deadline stipulated for a due completion and handover of works is not complied with in accordance with Article IV by the Contractor, or in the event that the works are not accepted by the Client on the basis of defects, or if the Contractor is delayed in removal of defects, the Contractor is obliged to pay the Client a contractual penalty amounting to 0.05% of the price of the works for each started calendar day of delay.
2. The contractual penalty and the late fee are payable within fourteen (14) calendar days from the day they are claimed.
3. The payment of the contractual penalty and the late fee do not affect the right of the contracting parties to claim compensation for damage and indemnification to the full extent, nor do they affect the Contractor's duty to duly complete the works.
4. The following is regarded as a major breach of the Contract by the Contractor on the basis of which the Client is entitled to withdraw from the Contract:
 - a) the Contractor is more than seven (7) calendar days late on the performance and due handover of the completed work;
5. Furthermore, the Client is entitled to withdraw from the Contract in the event that
 - a) insolvency proceedings have been initiated in respect of Contractor's assets and a bankruptcy decision was issued, if allowed by legal regulations;



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Interreg V A / 2014–2020

- b) an insolvency proposal in respect to the Contractor was turned down on the basis of Contractor's insufficient assets which would not cover insolvency proceedings;
 - c) the Contractor enters into liquidation.
6. The withdrawal from the Contract becomes effective when the will of one of the contracting parties, expressed in writing, is delivered to the other contracting party. Withdrawal from the Contract shall not affect, in particular, the right to claim compensation for damage and contractual penalties.

VI.

Guarantee and Non-Compliance Sanctions

1. The Contractor guarantees the quality of the work delivered to the Client for 24 months from the handover of the works.
2. All claims must be done in writing.
3. The Contractor is obliged to remove any defects, recognised by the Contractor, within seven days from the day the claim is delivered by the Client.

VII.

Other Provisions

1. The contracting parties are obliged to inform the other contracting party about any changes in the data stated in the heading to the contract without any unnecessary delay.
2. The Contractor is not entitled to assign the rights and obligations arising out of this contract to a third party.
3. The Contractor is obliged to allow the Client, or any other authorities authorised to carry out control checks, to check the documents connected with provision of services under this Contract.



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VIII.

Final Provisions

1. Each of the contracting parties declares that this Contract was made freely and solemnly, that the content of this Contract is definite and clear, and that the Contract has not been concluded under pressure or under conspicuously disadvantageous conditions.
2. This Contract is governed by Act No. 89/2012 Coll., Civil Code.
3. This contract is made in two (2) counterparts, one for the Client and one for the Contractor. This contract can be changed only by writing by consecutively numbered amendments signed by both parties.

Annexes: Annex 1 – Contractor's bid

In Prague dated..... 15-02-2017

In..Debrecen. dated.17.January.2017

On behalf of the Client

On behalf of the Contractor

Česká geologická služba
ředitel
Klárav 3/131, 118 21 Praha 1

JSCC Zrt
4025 Debrecen, u. 53. II/9.
4262-4-09
81138-5-44
-17569794
Debrecen, Pf. 390.

Mgr. Zdeněk Venera, Ph.D

Mihály Veres, CEO

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Annex 1 Tender documentation for public contract
SAMPLE PROCESSING
PROJECT „ARCHAEOMONTAN 2018“, No: 100247061
Bid Cover Sheet - SAMPLE

Bid price for part C „radiocarbon dating (¹⁴C) using the AMS method, incl. calibration“ point 3.3 of Technical Specifications

Work performed by the supplier	Number of samples	Unit price excluding VAT in CZK	Item price in CZK excluding VAT	Item price including VAT
Price per radiocarbon dating of 1 sample using the AMS (+ calibration) method	60	5 470	328 200	397 122
Total price in CZK excluding VAT			328 200	
VAT in CZK			21%	
Total price in CZK including VAT			397 122	

Please state the price in accordance with the requirements detailed in the tender documentation as follows:

<i>Bid price</i>	
- <i>excl. VAT</i>	328 200 CZK
- <i>VAT rate</i>	21 %
- <i>total VAT</i>	68 922 CZK
- <i>incl. VAT</i>	397 122 CZK

In. Debrecen..... dated.....17. January 2017

signature

Mihály Veres
CEO

Isotoptech Zrt
4025 Debrecen, Piac u. 53. II/9.
Adószám: 11804262-4-09
Csoport azonosító száma: 17781138-5-44
Első bank 11600006-00000000-17569794
Postacím: 4001 Debrecen, Pf. 390.

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