# AGV for UWB (2025)

# PURCHASE CONTRACT

*according to § 2079 et seq. Act No. 89/2012 Coll., Civil Code*

The contract is concluded on the basis of the result of a small-scale public procurement procedure (i.e., outside the procurement procedure within the meaning of Act No. 134/2016 Coll., on Public Procurement), registered on the contracting authority's profile under system number: [P25V00000622](https://zakazky.zcu.cz/contract_display_7802.html).

the Purchaser's contract number: will be stated in the record of publication of the contract in the register of contracts according to Act. No. 340/2015 Coll.

the Seller's contract number: ………..

Financed from the HORIZON-RIA

Project: TORNADO - foundaTion mOdels for Robots that haNdle smAll, soft and Deformable Objects

Project registration number: 101189557

#### Contracting Parties

1) N**ame: ......**

Address: …….

Identification number: …….

Tax identification number: …….

Represented by: …….

Bank: …….

Account number: …….

(hereinafter referred to as the “Seller”)

and

2) **University of West Bohemia**

Address: Univerzitní 2732/8, Plzeň, PC 301 00

Identification number: 49777513

Identification tax number: CZ49777513

Established under: Act 314/1991 Coll.

Represented by: doc. Ing. Miloš Železný, Ph.D., dean of FAS

(hereinafter referred to as the “Purchaser”)

**Article I**

**Subject of Contract**

1. The Seller undertakes to deliver to the Purchaser, as provided in this Contract, **one (1) piece of AGV (Automated Guided Vehicle)**, according to the technical specifications set out in Annex no. 1, which is an integral part of this Contract (hereinafter referred to as the "Subject of Purchase").
2. The Subject of Purchase must be new, fully functional and complete, so as to allow its full utilization, for the following purposes: research and development, education and research results presentation.
3. The Subject of Purchase must be delivered in the agreed quantity, quality, features, time and place. The Seller undertakes to fulfill other related responsibilities under this Contract and to transfer the ownership right to the Subject of Purchase to the Purchaser.
4. An integral part of the Subject of Purchase is the delivery of the Subject of Purchase to the place of fulfilment, the delivery of technical documentation and user’s manuals (in the Czech or English language, in paper or electronic form).
5. The Purchaser undertakes to take over the delivered defectless Subject of Purchase, and pay the Seller the price stipulated in the Contract under the conditions specified herein.

**Article II**

**Time and Place of Fulfilment**

1. The Seller undertakes to deliver the Subject of Purchase to the Purchaser at the place of fulfilment which is University of West Bohemia (Západočeská univerzita v Plzni), Czech Republic, Pilsen, Technická 8, Door no. UN537, not later than six (6) months after the conclusion of this Contract.
2. The Subject of Purchase will be handed over by the Seller and taken over by the Purchaser on the basis of a mutually signed and dated handover protocol in writing. The Purchaser is not obliged to accept the Subject of Purchase which has any defect or unfinished work.
3. In the case of the Seller's delay in the fulfilment of its obligations under this Contract (especially in the case of a delay of the Seller in the delivery date of the Subject of Purchase or the date of its being put into operation), the Purchaser is entitled to require the Seller to pay a contractual fine amounting to 0.05% of the purchase price for the delivery of the Subject of Purchase for every even partial day of the Seller’s delay in the fulfilment of the Contract. The total amount of the contractual penalty is limited to 10 % of the purchase price.

**Article III**

# Price and Payment Terms

1. The Purchaser undertakes to pay the Seller for the delivery of the Subject of Purchase the purchase price in the amount of **......** CZK/EUR (in words …..) without VAT. VAT will be charged to the price by the Seller under current legislation.
2. The purchase price is to be paid by the Purchaser (in the CZK/EUR) to the seller's bank account on the basis of a tax document - invoice, after the proper handover and acceptance of the defectless Subject of Purchase and the signing of the handover protocol by authorized representatives of both Contracting Parties in accordance with Article II paragraph 2) of this Contract.
3. The purchase price is determined as the highest acceptable maximum and cannot be exceeded, including all fees and any other costs associated with the fulfilment of the Contract (e.g. transport, storage, approval procedure, execution of prescribed tests, ensuring conformity declaration, certificates and attestations, transfer of rights, insurance, etc.). The Seller is not entitled to charge any additional sums in connection with the fulfilment hereunder.
4. The price may only be exceeded in relation to a change in tax legislation regarding VAT.
5. The maturity of the invoice is agreed for 30 days following the day of its demonstrable delivery to the Purchaser.
6. The tax document/invoice must contain all the essentials of proper accounting and tax documents in terms of the relevant legislation, especially Act no. 235/2004 Coll., On Value Added Tax, and all requirements specified in this Contract. In the event that the invoice does not include adequate essentials, the Purchaser is entitled to return it by the due date to the Seller for completion, without the Purchaser thus getting into arrears with payment. The maturity period starts to run again from the re-delivery of the duly completed or corrected document to the Purchaser. Invoices must include annexed copies of the protocol of the handover and acceptance of the fulfilment signed by both Contracting Parties.
7. In the case of a delay in the payment of an invoice by the Purchaser, the Seller is only entitled to require the Purchaser to pay the interest on late payment in the amount of 0.05 % of the outstanding amount per each even partial day of the delay in the payment of invoices. The total amount of the contractual penalty is limited to 10 % of the purchase price.
8. The tax document/invoice must be marked with the project registration number, i.e. “project reg. n. 101189557”.
9. The Purchaser is entitled to set off its due and undue receivables corresponding to financial claims under this Agreement (contractual penalties, damages, etc.) against any due or undue receivables of the Seller. The Seller is not entitled to set off any of its claims against the Purchaser arising from this contract, encumber them with a lien, or assign them to another party without the prior written consent of the Purchaser.

**Article IV**

**Transfer of Ownership Right**

1. The Seller shall transfer the ownership right to the Subject of Purchase to the Purchaser on the date of the proper handover and acceptance of the Subject of Purchase, based on the signing of the handover protocol by authorized representatives of both Contracting Parties in accordance with Article II paragraph 2) of this Contract. At the same moment, danger of damages to the goods also passes to the Purchaser.

**Article V**

**Warranty**

1. The Seller gives the Purchaser a warranty for the quality of the Subject of Purchase hereunder, for the duration of at least 24 months.
2. The warranty period commences on the date of the proper handover and acceptance of the Subject of Purchase from the Seller, based on the signature of the handover protocol by authorized representatives of both Contracting Parties in accordance with Article II paragraph 2) of this Contract.
3. The Purchaser is entitled to report to the Seller warranty defects and other defects which existed at the time of the handover of the Subject of Purchase and claim rights arising from such defects any time during the warranty period no matter when the Purchaser found said defects or when the defects should have or could have been found in the exercise of proper care. In case that the Purchaser reports to the Seller a defect in the course of the warranty period (i.e. the Purchaser reports a defect by mail or data box on the last day of the warranty period at the latest) is this defect deemed as reported in time, while the application of provisional statutes which deviate from the above conditions is excluded.
4. The Seller shall carry out warranty repairs free of charge and without delay with regard to the type of the defect in the device. The Seller undertakes to respond (registration of the requirement reported by the Purchaser) no later than in two business days. The Seller undertakes to eliminate the defect within 30 days following the notification of the defect by the Purchaser, unless agreed otherwise in writing.
5. Regarding the elimination of the defect, the Contracting Parties shall draw up a report in which official representatives of both Contracting Parties confirms the elimination of the defects. The warranty period is extended by the time that elapses from the date of the notification of a defect till the elimination of this defect.
6. In the case of non-compliance with the specified (or otherwise agreed) deadline for completing the warranty repairs, the Purchaser is entitled to assess the Seller a penalty in the amount of 0.05% of the purchase price for the delivery of the Subject of Purchase for each even partial day of delay. The total amount of the contractual penalty is limited to 10 % of the purchase price.

**Article VI**

**Communication between Contracting Parties**

1. Any communication or other arrangements of the Contracting Parties under this Contract shall be addressed to the representatives of the Contracting Parties, in the English or Czech language:

On the Seller’s behalf:

name: ……

email: ……

tel.: ……

On the Purchaser’s behalf:

name: …(to be completed before signing the contract)

email: ….

tel.: +420 ….

These representatives are, however, not authorized to sign any supplement to this Contract.

1. If the Contract requires the written form for communication or other dealings of the Contracting Parties, such communication shall be sent through the data box or the postal services to the address of the Contracting Party concerned, to the attention of the representative of such Contracting Party under this Contract.

**Article VII**

**Other Arrangements**

1. Regarding contractual sanctions (contractual penalties), the liable Party must pay the rightful Party contractual sanctions within 30 calendar days of the receipt of the relevant billing from the other Contracting Party.
2. Payment of contractual penalties under this Contract does not affect the right of the Contracting Party to compensation for any property and/or non-material damage caused by the breach of duty by the other Contracting Party to which the sanctions apply, not even its amount when compensation possibly exceeds the contractual penalty.
3. The Purchaser is entitled to set off, against the invoiced amount, any penalty that the Seller is obliged to pay.
4. The Seller isn’t entitled to transfer any rights or obligations from this contract to third parties without the prior written consent of the Purchaser.
5. The Seller agrees that he will not be able to assign or set off any of his claims against the Purchaser arising on the basis of this contract through unilateral legal action.
6. The participants of this contract expressly declare that they have communicated to each other all factual and legal circumstances of which they knew or should have known on the date of conclusion of this contract, and which are relevant in relation to the conclusion of this contract and the fulfilment of its purpose.
7. The Purchaser notifies [the Seller] and the Seller acknowledges that the Subject of Purchase is to be paid from the earmarked funds provided from the budget of the European Union for the implementation of the approved project (hereinafter referred to as the "Grant") and the Purchaser is obliged to ensure that no part of the Grant is provided to persons who are in a conflict of interest or who are subject to international sanctions within the meaning of Act No. 69/2006 Coll., on Implementation of International Sanctions, or other restrictions set by the Grant Provider, or that such persons do not become the final beneficiaries of any part of the Grant.
8. The Seller undertakes to ensure that, in the period between the conclusion of this Contract and its complete fulfilment, its beneficial owner under Act No. 37/2021 Coll., on Registration of Beneficial Owners, does not become a person:
9. who is subject to international sanctions under Act No. 69/2006 Coll.,
10. who has a conflict of interest within the meaning of Section 2, subsection 1 (c) of Act No. 159/2006 Coll., on Conflicts of Interest[[1]](#footnote-1).
11. The Seller is obliged to keep all documentation related to the subject of performance, including accounting documents, at least ten (10) years from the full performance of the Contract, unless a longer period is stipulated by law.
12. The Seller shall, at least for the period for which it is obliged to keep the documentation according to this Contract, cooperate in the performance of inspections and financial control pursuant to Act No. 255/2012 Coll., on Inspection (Inspection Code), and Act No. 320/2001 Coll., on Financial Control in Public Administration, and is also obliged to provide the required information and documentation related to the performance of this Contract to employees or representatives of the authorized bodies (i.e., to the grant provider or its intermediary body, the Ministry of Finance, the European Commission, the European Court of Auditors, the Supreme Audit Office, the authorized financial administration body or another authorized state administration body); furthermore, the Seller is obliged to create conditions for the above-mentioned persons to carry out inspections and audits related to the performance of this Contract and to cooperate in carrying out the inspections and audits.
13. The Seller undertakes to compensate the Purchaser for damages (including the reduction or non-provision of the Grant) resulting from a breach of the Seller's obligation under Article VII paragraph 8, 9 or 10 of this Contract. The Purchaser notifies [the Seller] and the Seller acknowledges that the Grant amounts to 100 % of the purchase price.
14. The Purchaser is entitled to withdraw from the Contract in the event of a breach of the Seller's obligations under Article VII paragraph 8 of this Contract.

**Article VIII**

**Termination of the Contract**

1. This Contract may be terminated by a written agreement of the Contracting Parties and/or termination of the Contract for the reasons set out in this Contract or in the Act.
2. A Contracting Party may withdraw from this Contract for substantial breach of contractual obligations by the other Contracting Party. As a substantial breach of contractual obligations, the following are primarily considered:

a) by the Purchaser: failure to pay the purchase price under this Contract within a period of 30 days after the maturity of the relevant invoice,

b) by the Seller: failure to properly deliver the Subject of Purchase (or its part) within the deadline agreed,

c) by the Seller: if the Subject of Purchase does not have the properties declared by the Seller in this Contract or features under this Contract,

d) by the Seller: if the Seller is in default with the elimination of defects pursuant to Article V herein.

1. Withdrawal from this Contract shall be made in writing.
2. The effects of a withdrawal from this Contract will occur on the day when the written withdrawal by the withdrawing Contracting Party is delivered to the other Contracting Party.
3. In the event of a withdrawal from this Contract, the Contracting Parties are obliged to settle their mutual liabilities and assets, specified in the Act or in this Contract, within 30 days from the legal effect of the withdrawal or within the deadline agreed.
4. In the event of a withdrawal from this Contract by the Purchaser for a fundamental breach of contractual obligations by the Seller, the Seller must pay the Purchaser any damage suffered (both material and non-material).

**Article IX**

**Final Provisions**

1. This Contract is governed by Czech Law. Issues which are not stipulated in this Contract shall be governed by relevant provisions of Act no. 89/2012 Coll., the Civil Code, as amended. Any dispute arising from this Contract or in relation to it will fall within the jurisdiction of the Czech Court, which is appropriate according to the registered office of the Purchaser.
2. The Contract can be concluded in electronic form with simple electronic signatures or in paper form in two copies.
3. The Contract can be amended or supplemented only by written, consecutively numbered supplements signed by both Contracting Parties.
4. Should either of the Contracting Parties come to have obstacles to the proper fulfilment of this Contract, such Contracting Party is obliged to immediately and without delay notify the other Contracting Party and invoke meetings of representatives of the Purchaser and the Seller.
5. Seller notes that Purchaser is a subject legally bound to publish its contracts pursuant to Act no. 340/2015 Coll., and if a contract meets the requirements for publication stipulated by the law, Purchaser will publish any such contract in the register of contracts.
6. This Contract is concluded on the date of its signing by both contracting parties. This Contract shall take effect on the date of its conclusion; if it is a contract subject to publication in the register of contracts pursuant to Act No. 340/2015 Coll., then only on the date of its publication in the register of contracts.

**Annexes:**

Annex no. 1: Technical Specifications of the Subject of Purchase

Purchaser: Seller:

....................................................... ......................................................

**University of West Bohemia ................**

doc. Ing. Miloš Železný, Ph.D. …………..

dean of FAS …………..

**Annex no. 1: Technical Specifications of the Subject of Purchase**

1. An AGV (Automated Guided Vehicle) equipped with four omnidirectional Mecanum wheels (with four motors), suitable for the integration of proprietary technology on top of the AGV at a flat surface.
2. Maximum weight (including battery): 130 kg
3. Maximum dimensions (length × width × height): 1100 × 750 × 400 mm
4. T-slots on the top cover of the AGV for secure load fixation (minimum of 4 slots, each with a length of at least 0.6 m)
5. The AGV shall include at least one LiFePO₄ battery with a minimum capacity of 2000 Wh (the battery does not have to be removable)
6. An external charger for the AGV's internal battery shall be included in the delivery
7. At least 2× 2D safety lidars (one at the front, one at the rear) providing 360° coverage of the AGV's surroundings
8. At least 1× stereo camera with IMU and IR-pass filter (minimum RGB resolution of 1920 × 1080 @ 30 fps, minimum depth stream output resolution of 1280 × 720) facing forward
9. Minimum additional payload capacity: 150 kg
10. Minimum ingress protection rating: IP21
11. Automatic obstacle detection using at least two 2D safety lidars
12. Safety analysis, including risk assessment related to AGV operation
13. Minimum operating temperature range: 0 to 40 °C
14. Programmability: API for hardware access (sensors and actuators, safety signals [read-only]), operable at a minimum on Linux; ROS2 framework support
15. Connectivity: at least 1× LAN (RJ45), Wi-Fi access (client and AP mode)
16. Power supply:  
     a) 12 V, max. 150 W  
     b) 24 V, max. 1400 W
17. Wireless remote controller for manual handling of the AGV
18. Documentation: Complete technical and user documentation in English or Czech

1. List of public officials according to Section 2 subsection 1 (c) of the Conflict of Interest Act can be downloaded here - https://justice.cz/web/msp/seznam-vf [↑](#footnote-ref-1)