



Purchase Contract

Equipment for Development of Incremental Forming



Purchase Contract

(hereinafter referred to as “the Contract”)

entered into pursuant to section 409 of the Act No. 513/1991 Sb., the Commercial Code, as amended, and section 46 et seq. of the Act No. 121/2000 Sb., on copyright and rights related to copyright and on amendment to certain acts (the Copyright Act), as amended.

I

Contracting Parties

1.1 The Buyer:

Registered office:	University of West Bohemia in Pilsen Univerzitní 8, Plzeň, 30614, Czech Republic
Represented by:	doc. PaedDr. Ilona Mauritzová, Ph.D., the Rector
Bank account:	Komerční banka a.s., Plzeň-město
Account number:	4811530257/0100
IBAN:	CZ810100000004811530257
SWIFT:	KOMBCZPPXXX
Registration number:	497 77 513
Tax identity number:	CZ49777513

(hereinafter referred to as “the Buyer”)

and

The Seller:

GMT Gesellschaft für metallurgische Technologie- und Softwareentwicklung mbH

Registered office / place of business:	Heinersdorfer Str. 12, D - 13086 Berlin, Germany
Acting through/represented by:	Dr.-Ing. Alexander Borowikow
Bank account:	IBAN:DE70100900005891477009
Account number:	5891477009
Registration number:	Amtsgericht Berlin Charlottenburg
Tax identity number:	DE188909341

registered in the Commercial Register administered by Commercial Register administered by
Amtsgericht Berlin, section Charlottenburg, file HRB 63715

(hereinafter referred to as “the Seller”)

(collectively also “the Contracting Parties”)

WHEREAS:

- this Contract has been made on the basis of the outcome of an open procedure for awarding a contract pursuant to the Act No. 137/2006 Sb. on Public Contracts Act, as amended, for the purpose of awarding the public supply contract entitled “Equipment for Development of Incremental Forming”,
- Upon evaluation, the winning tender selected for the public contract in question was the tender submitted by the Seller,

- c) The Seller confirms to have acquired full knowledge of the scope and nature of the supply of the subject-matter of the above-described public contract, as well as all technical, quality, and other terms and conditions. The Seller confirms to possess the capacity and expertise necessary for the performance.
- d) The Seller hereby expressly confirms that it examined all documents and instructions by the Buyer which the Seller had received by the date of this Contract, as well as the instructions included in the tender conditions formulated by the Buyer for making the contract and that it found them acceptable and that the price agreed and the manner of performing the Contract include and reflect all the above-mentioned conditions and circumstances.

THE CONTRACTING PARTIES ENTER INTO THE FOLLOWING CONTRACT

II

Subject-Matter of Contract

- 2.1 Within the scope of and under the terms set out in this Contract, the Seller undertakes to supply to the Buyer new, fully functional and complete equipment for development of incremental forming. The equipment for development of incremental forming is capable to perform flexible rolling of rotation-symmetric products with a variable cross-section. The equipment shall allow the manufacture of cylindrical, conical and other pre-defined rotation-symmetric products with a straight longitudinal axis where the rolling process is effected by three adjustable rolls offering variable controlled process conditions (temperature, rolling speed and others) (hereinafter referred to as "the Goods").
- 2.2 The parameters of the Goods to be supplied are stipulated in **Annex 1** to this Contract, which is an integral part hereof. The Seller shall supply particular Goods which shall correspond to the description of Goods presented by the Seller to prove compliance with technical qualification criteria in the public contract which preceded the making of this Contract and is specified in the Preamble hereof.
- 2.3 The Seller undertakes to transfer to the Buyer the title to the Goods and the Buyer undertakes to pay the purchase price for the Goods.
- 2.4 The Goods shall be equipped with fully-fledged software with a one-year licence for both educational and commercial purposes (the computer software and hardware shall be compatible). The Seller shall provide maintenance/upgrade services for each module/licence of the software supplied during the period of the warranty of quality.
- 2.5 The performance shall include the transport of the Goods to the place of performance, their installation and assembly, connecting to utilities in a location chosen by the Buyer, initial adjustment, putting into operation and a verification of error-free function of the Goods supplied.
- 2.6 Further, the scope of delivery shall include documentation, comprising the accompanying technical documentation relating to the Goods, including the description of the control software and exact descriptions of parameters of all interfaces, and a user manual in Czech or English language in both printed and electronic form, the language of which shall be that used in the computer software and hardware supplied. The documentation shall include an itemised list of spare parts with unit prices and anticipated times between replacements. The itemised list shall include the hourly rates of the technician and, wherever relevant, other necessary costs related to the Seller's warranty services (transport to the place of performance, accommodation and others) based on prices valid as of the date of submission of tenders for the public contract specified in the Preamble of this Contract. The list of documents provided shall be part of the certificate of handover / acceptance of Goods.
- 2.7 The delivery shall include all accessories and tools necessary for routine operation and routine maintenance of the Goods.

- 2.8 The Seller shall provide a full-scale training of the Buyer's operators for three (3) to six (6) persons on the Goods supplied, with the total duration of twenty-four (24) hours. It shall involve mastering the operation of the Goods, all components and the software in full extent as follows:
- The first part of training comprising the basic training of operators of the Goods with the duration of 16 hours shall be conducted by the Seller in the place of performance prior to signing the handover certificate regarding the handover / acceptance of the Goods. The certificate of completion of the first part of training shall be part of the certificate of handover / acceptance of the Goods.
 - The second part of training consisting of advanced training with the duration of eight hours shall be conducted by the Seller in the place of performance no sooner than the 20th calendar day following the commencement of the trial run but no later than the end of the trial run. The second part of training (the advanced training) shall build on the basic training delivered in the first part of training. A certificate shall be issued on completion of the second part of training.
- 2.9 Prior to dispatching the delivery, the Seller shall invite the Buyer in writing to take part in inspection of the Goods in the factory where the Goods were made (hereinafter referred to as "the Factory") in order to check fundamental parts of the Goods. The invitation shall be delivered to the Buyer no later than 20 working days prior to the inspection. The Seller shall arrange the inspection of the Goods in accordance with this paragraph even in those cases where the Goods are not in the Seller's Factory and the Seller is not yet authorized to handle the Goods. A certificate shall be made to evidence the completion of the inspection. The objective of the inspection is to verify the comprehensiveness and readiness of the Goods for dispatch on the premises of the Factory. After successful completion of the inspection, the Goods shall be delivered to the place of performance and the first part of training, as stipulated in article 2.8 of this Contract, shall take place. A handover certificate shall be issued in regard to the handover / acceptance of the Goods and shall be signed by both Contracting Parties. The handover certificate regarding the handover / acceptance of the Goods shall include a confirmation of completion of the first part of training, as stipulated in article 2.8 of this Contract.
- 2.10 The trial run of the Goods with the duration of 30 calendar days shall commence after the certificate regarding the handover / acceptance of the Goods has been signed according to article 2.9 of this Contract. The objective of the trial run is for the Buyer to verify that the Goods meet the requirements set out by the Buyer in the Tender Dossier for the public contract preceding this Contract, as well as in Annex 1 to this Contract. The trial run shall end with signing of the Report on Completion of Trial Run which shall include the certificate of completion of the second part of training according to article 2.8 of this Contract.
- 2.11 If it is found during the trial run specified in article 2.10 that the Goods fail to meet all the requirements set out by the Buyer in the Tender Dossier for the public contract preceding this Contract, and in Annex 1 to this Contract, the Buyer shall be entitled to withdraw from this Contract. This shall apply without prejudice to the Seller's obligation to compensate for costs and damage incurred by the Buyer in relation to entering into this Contract and/or the delivery of Goods which fail to meet the minimum technical parameters defined by the Buyer in the Tender Dossier for the public contract preceding this Contract, and in Annex 1 to this Contract.

III

Time and Place of Performance

- 3.1 The Seller undertakes to supply the Goods to the Buyer and fulfil all of its obligations under section II of this Contract **no later than nine (9) months upon entering into this Contract**. Should the Seller default on delivering the Goods and meeting all obligations stipulated in section II of this Contract, the Buyer shall be entitled to demand the Seller pay a contractual penalty amounting to

0.5 % of the total purchase price, excluding VAT, for each full as well as commenced day of delay. This does not impact the Buyer's right to damages.

- 3.2 The Buyer is entitled to reject the Goods if they exhibit defects and/or if the Goods fail to meet all Buyer's requirements set out in the Tender Dossier for the public contract preceding the this Contract and in Annex 1 to this Contract.
- 3.3 The Buyer shall acquire ownership of the Goods the day they are duly handed over by the Seller and accepted and by signing the handover certificate regarding the handover / acceptance of the Goods according to article 2.9 of this Contract. At the same time, the risk of damage to the thing shall pass to the Buyer.
- 3.4 The place of performance is University of West Bohemia in Pilsen, Univerzitní 22, Plzeň, Czech Republic.

IV

Purchase Price and Terms of Payment

- 4.1. The purchase price of the Goods is determined by agreement of the Contracting Parties and results from the Seller's price bid for the subject-matter of this Contract calculated as part of the contract award procedure.

A: [FOR SELLERS FROM THE CZECH REPUBLIC¹] The Buyer undertakes to pay to the Seller for the delivery of the Goods the agreed **purchase price in the amount of CZK, exclusive of VAT** (in words: Czech crowns), with the VAT rate of % and the VAT amount of CZK. **The purchase price including VAT amounts to CZK (in words: Czech crowns).**

B: [FOR FOREIGN SELLERS¹] The Buyer undertakes to pay the Seller for delivery of the Goods the agreed **purchase price in the amount of CZK 19.300.000, exclusive of VAT** (in words: nineteen million three hundred thousand Czech crowns).

- 4.2. The purchase price has been agreed as the highest permissible price, including all fees and all additional costs associated with the delivery of the Goods according to this Contract. The price includes transportation to the place of performance, assembly, installation, initial adjustment and putting the Goods into operation (including connecting to utilities in a location identified by the Buyer), demonstrating the error-free function of and introducing the Goods, training of the Buyer's operators of the Goods in the extent agreed in section I of this Contract, costs of obtaining the declaration of conformity, certificates and the transfer of rights.
- 4.3. The purchase price will be paid by the Buyer in Czech crowns based on a tax document – an invoice. The purchase price will be invoiced by the Seller in the form of three (3) partial payments as follows:
 - **10 % of the total purchase price** upon the delivery of the software and the software manual for operating the Goods to the Buyer by the Seller, against the following documents:
 - Invoice (one original version and one copy)
 - The acceptance and approval report for the software and the software manual for operating the Goods signed by authorized representatives of both Contracting Parties.
 - **50 % of the total purchase price** upon completing the inspection of fundamental parts of the Goods in the Factory according to article 2.9 of this Contract, against the following documents:
 - Invoice (one original version and one copy)

¹ The Tenderer shall select one of the alternatives: either A or B, leaving the chosen alternative in the Contract and deleting the other.

- Certificate of completion of readiness of the Goods for dispatch signed by authorized representatives of both Contracting Parties.

The inspection will be conducted by an authorized representative of the Buyer (the travel costs shall be borne by the Buyer) in cooperation with a representative of the Seller.

- **40 % of the total purchase price** upon a correct delivery of the Goods, proper installation of the Goods by the Seller, commissioning of the Goods and demonstration of all functions and parameters required, training of relevant members of staff/operators of the Goods and upon fulfilling other obligations of the Seller in the scope defined in section II of the Contract, against the following documents:
 - Invoice (one original version and one copy)
 - Certificate of handover / acceptance of the Goods, the report of completion of the trial run, where all reports shall be signed by authorized representatives of both Contracting Parties.

This part of the purchase price may be invoiced by the Seller no earlier than on the working day following the day, on which the trial run was completed in accordance with article 2.10 of this Contract. All certificates and reports shall be made in two original versions. Attached to each invoice shall be a copy of the relevant certificate proving that the obligation according to article 4.3 of this Contract has been fulfilled.

- 4.4. The tax document-invoice shall contain all elements of an accounting and tax document as stipulated in relevant legal regulations, including, without limitation, the Act No. 235/2004 Sb. on value added tax, as amended. Should the invoice fail to contain the required elements, the Buyer shall be entitled to return it to the Seller for completion within the repayment term without being in arrears. The repayment term shall begin running anew once the duly completed or corrected invoice is delivered to the Buyer.
- 4.5. The invoice payment term has been agreed as 45 days from the date the invoice was demonstrably delivered to the Buyer.
- 4.6. The purchase price shall be paid by the Buyer to the Seller's bank account specified in the identification section of this Contract. The obligation to pay the purchase price shall be discharged by the Buyer at the moment the entire purchase price is credited to the Seller's bank account.
- 4.7. The purchase price may only be exceeded in relation to changes in VAT-related tax regulations.
- 4.8. The Buyer is entitled to set off any contractual penalty, which the Buyer is obliged to pay to the Seller, against the invoiced purchase price.
- 4.9. Should the Buyer be in arrears with the payment of the invoice, the Seller shall be entitled to charge the Buyer a contractual late payment fee in the amount of 0.05 % of the outstanding amount for each day of delay commenced.

V

Rights and obligations of the Contracting Parties

- 5.1. The Seller is obliged to supply the deliverable under the terms of this Contract. The deliverable shall meet the technical requirements set out in Annex 1 to this Contract and shall be free of any defects.
- 5.2. The Seller is not authorized to assign any rights or obligations arising from this Contract to third persons without the prior written consent of the Buyer.

- 5.3. The Seller agrees that it may not undertake a unilateral legal act to assign or set off any of its claims against the Buyer arising from this Contract.
- 5.4. The Seller shall be liable to the Buyer for damage caused by the breach of obligations arising from this Contract or obligations stipulated in a generally valid legal regulation.
- 5.5. The Seller shall archive the original Contract, including its amendments, original accounting documents and other documents related to execution of the Contract for no less than three years upon the completion of the OP RDI but in any case at least until 2021. Throughout this period, the Seller shall allow persons authorized to monitor projects to inspect the documents related to the performance of the Contract, in particular to provide requested information and documents to employees of or persons authorized by project monitoring bodies in OP RDI and shall cooperate with and provide these persons with conditions for conducting the inspection of project implementation. Furthermore, all documents and contract-related documents shall be secured against loss, theft and deterioration.
- 5.6. The Seller acknowledges that, pursuant to section 2, paragraph e) of the Act No. 320/2001 Sb., on financial control in public administration and amendment to certain laws (the Financial Control Act), as amended, it is a person obliged to cooperate in the performance of financial control. In the scope of the inspection and for three years following the completion of the Operational Programme, the managing authority of the Operational Programme Research and Development for Innovation (OP RDI) shall have the right to access those parts of the tender, Contract and related documents which are protected according to special legal regulations (e.g. as the trade secret and classified information), provided that the requirements stipulated in legal regulations are met (e.g. section 11, paragraphs c) and d) and section 12, subsection 2, paragraph f) of the Act No. 552/1991 Sb., on state inspection, as amended). The managing authority of the Operational Programme Research and Development for Innovation has the right to inspect in an equivalent manner the Seller's subcontractors, if applicable (*see Annex 2 to the guidelines for applicants and beneficiaries of OP RDI, Rules for Selection of Contractors*: <http://www.msmt.cz/strukturalni-fondy/spolecne-prilohy-prirucek-pro-zadatele-a-prijemce-op-vavpi-3>).
- 5.7. The Seller agrees that if, in relation to the execution of this Contract and as part of discharge of their duties, its authorized persons come into contact with personal/sensitive information, as defined in the Act No. 101/2000 Sb., on protection of personal data, as amended, it shall take all measures necessary to prevent unauthorized and/or accidental access to such data, their alteration, destruction or loss, unauthorized transmission or any other unauthorized processing or misuse.
- 5.8. The Seller is obliged to uphold all obligations contained in its tender for the public contract that preceded this Contract.
- 5.9. The Seller acknowledges and agrees that this Contract will be published under the Buyer's profile pursuant to section 147a of the PCA. Likewise, the price actually paid for performing this Contract will be published within time limits and in a manner stipulated in section 147a of the PCA. Pursuant to section 147a, subsections 4 and 5 of the PCA, the Seller is obliged to submit to the Buyer a list of subcontractors within time limits and scope defined therein. In the event of breach of statutory duties imposed on the Seller by section 147a, subsections 4 and 5 of the PCA, the Seller shall be liable in full for the damage suffered by the Buyer as a result of the breach of duty.
- 5.10. The right to use the software, the licence, shall be provided as unlimited in duration and territory and its price shall be included in the purchase price of the Goods. The licence shall be transferable with a right to sublicense and shall be assignable without the Seller's consent. The Buyer has no obligation to use this licence.

- 5.11. The Seller hereby declares that it is authorised to provide the licence to the benefit of the Buyer without any restrictions from third parties. The software in question is not encumbered by any third-party rights pursuant to the Act No. 121/2000 Sb., on copyright, as amended, or any other legal regulations. The Seller agrees and is aware that if anyone restricts the Buyer's rights in connection with the licence provided and prevents it from duly exercising its rights, the Seller is obliged to prevent such action at its own cost and to compensate the Buyer for the damage incurred.
- 5.12. If the declaration made by the Seller in article 5.11 of this Contract proves to be untrue or if the licence is, contrary to the Seller's declaration, invalid or in an insufficient extent, the Buyer is entitled to demand that the Seller pays a contractual penalty of CZK 500 000 (in words: five hundred thousand Czech crowns), without prejudice to the Buyer's right to damages. In such case, the Buyer is also entitled to invite the Seller to subsequently supply the licence in the necessary extent. If this obligation is not met by the Seller within 30 calendar days of the Seller's receipt of the invitation, the Buyer has the right to withdraw from this Contract.

VI Warranty of Quality

- 6.1. The Seller provides a warranty of quality of the Goods supplied of 24 months from the date the title to the Goods passed to the Buyer ("the Warranty Period"). The Buyer is obliged to report defects in the Goods immediately to the Seller's e-mail address daniel.seifert@gmt-berlin.com. While the warranty of quality applies, the Supplier shall provide warranty services free of charge, in the following scope and under the following conditions:
- As part of the warranty services, the Seller shall perform all servicing tasks to ensure that, throughout the above-mentioned period, the Goods meet the requirements set out in the Tender Dossier for the contract award procedure that preceded this Contract, as well as in Annex 1 to this Contract, while the following shall apply:
 - Services provided as warranty services shall be interpreted as the replacement/repair of defective (failed) parts and accessories, replenishment/replacement of service fluids, remedying any defects in the Goods or breakdowns caused by operation of the Goods, and performing adjustment and verification, calibration and validation of the Goods.
 - Mandatory items of the warranty services shall include the delivery of all spare parts, accessories, service fluids and charges and other devices or accessories required for the operation/functions of the Goods, while the Buyer anticipates that the Goods would be operated for a total of 2000 hours within the period of 24 months upon acceptance of the Goods by the Buyer.
 - While providing the warranty services, the Seller shall deliver spare parts under terms and conditions set out in this Contract, i.e. upon a written notification sent by the Buyer to the Seller, unless otherwise agreed in writing.
- 6.2. The Seller shall provide technical support for commissioning of the Goods and the subsequent phone support free of charge. The phone support during the period of warranty of quality shall be provided on working days (between 9:00 and 16:00 CET) in Czech or English language.
- 6.3. The Seller undertakes to provide post-warranty consultancy services free of charge for 96 months after the end of the warranty of quality of Goods, as stipulated in section VI of this Contract.
- 6.4. The Seller undertakes to provide written (e-mail) consultancy according to articles 6.2 and 6.3 of this Contract in Czech or English language. The Seller shall be obliged to respond to a written (e-mail)

- request by the Buyer in a demonstrable manner (by e-mail) within 72 hours of the receipt of the e-mail message, unless otherwise agreed in writing with the Buyer.
- 6.5. If the Seller's written response to the Buyer's request in accordance with the preceding provision is delayed and/or if the Seller's obligations set out in article 6.4 of this Contracts are breached, the Seller agrees to pay a contractual penalty in the amount of 0.05 % of the total contract price, exclusive of VAT, as specified in section IV of this Contract for each day of delay commenced, without prejudice to the Buyer's right for compensation for damage. The contractual penalty may be charged by the Buyer upon every breach of obligations on the side of the Seller.
- 6.6. The Buyer is obliged to report defects and facts preventing the Goods from being operated to the Seller in writing (by e-mail to the address (Daniel.seifert@gmt-berlin.com) immediately after they are found. The Seller shall perform warranty repairs on its own account without delay and within no more than twenty (20) calendar days upon the defect was reported by the Buyer, unless otherwise agreed in writing by the Contracting Parties. During the Warranty Period, the Seller shall be obliged to commence the remedy of defect on working days between 9:00 and 16:00 CET. The commencement of the remedy of defect shall be interpreted as the Seller's arrival in the place specified by the Buyer for the purpose of remedying the reported defect in the Goods. If the time limit for commencing the remedy of defect and for performing warranty repairs is exceeded, the Buyer is entitled to charge the Seller a contractual penalty in the amount of 0.5 % of the total purchase price, exclusive of VAT, for each day of delay commenced. The payment of the contractual penalty has no impact on the Buyer's right to damages.
- 6.7. The Warranty Period shall be extended by the period between the time the defect was reported to the Seller and the time the Goods were put into operation in the place of performance and handed over to the Buyer.
- 6.8. The warranty defect shall be deemed to have been duly claimed if reported before and including the last day of the warranty period.
- 6.9. Should any defects occur during the trial run defined in article 2.10 of this Contract, the procedure set out in section VI of this Contract shall apply and the trial run period shall be extended by the time of repair.
- 6.10. Unless otherwise stated, the Buyer shall be entitled to charge the Seller a contractual penalty for the Seller's breach of obligations listed in section VI of this Contract in the amount of 0.5 % of the total contract price, exclusive of VAT, as listed in article 1 of section IV of this Contract, for each commenced day of delay in meeting the Seller's obligation. This provision may be applied repeatedly.
- 6.11. The warranty shall not cover defects resulting from incompetent handling or intervention and/or mechanical damage to the Goods caused by the Buyer.

VII

Withdrawal from Contract

- 7.1. Contracting Party may only withdraw from this Contract on the grounds stipulated herein or defined by the law.
- 7.2. The Contracting Party affected by a breach of obligations may unilaterally withdraw from the Contract due to a serious breach of this Contract. The following, without limitation, shall be considered a serious breach of this Contract:

- a) By the Seller, failure to meet technical requirements for the Goods set out by the Buyer in the Tender Dossier for the public contract preceding this Contract and in Annex 1 to this Contract, found either during the inspection of the Goods in the Seller's Factory or by inspection in the place of performance, during the trial run or upon its completion.
 - b) By the Buyer, payment of the purchase price according to this Contract later than 45 days upon the due date of the invoice in question.
 - c) By the Seller, failure to deliver even a part of the Goods within the agreed time.
 - d) By the Seller, if the Goods lack the properties stated by the Seller in this Contract.
 - e) By the Seller, if the Seller's tender submitted for the public contract preceding this Contract contains information or documents which do not correspond to the facts and have had or may have had impact on the outcome of the contract award procedure.
 - f) By the Seller, if the Seller delivers to the Buyer other Goods or Goods with different parameters than those declared by the Seller and offered for the public contract which preceded this Contract.
 - g) By the Seller, if during the trial run according to article 2.10 of this Contract it is found that the Goods do not meet the requirements for the Goods set out by the Buyer in the Tender Dossier for the public contract which preceded this Contract.
- 7.3. Obligations of the Contracting Parties resulting from the Contract extinct when the Contract ceases to be in effect. The cessation of the effect or discharge of the Contract does not terminate the right to damages or the right to payment of contractual penalties agreed in regard to the breach of contractual obligations which occurred before the cessation of the effect of the Contract, or those obligations of the Contracting Parties which, according to the Contract or given their nature, should continue to exist or which are defined by law.

VIII

Miscellaneous and Final Provisions

- 8.1. This Contract comes into effect on the day of signing by authorized representatives of both Contracting Parties.
- 8.2. The contractual penalties imposed according to this Contract shall be payable within thirty (30) days of the date the liable party receives the written demand for payment issued by the entitled party to the account of the entitled party specified in the identification section of this Contract.
- 8.3. Any and all changes or amendments to the Contract may be made solely on the basis of written agreement between the Contracting Parties. Such agreement shall be in the form of dated and numbered amendments signed by both Contracting Parties.
- 8.4. If facts preventing the due performance of this Contract occur with either of the parties, such party shall be obliged to notify the other party immediately and without undue delay and call a meeting of the representatives of the Buyer and the Seller.
- 8.5. If the grounds for invalidity apply only to some provisions of the Contract, only those provisions shall be invalid, unless their nature, content or circumstances under which they were agreed make them inseparable from the other content of the Contract.
- 8.6. The Contracting Parties have agreed that the contractual relationship established by this Contract shall be governed, pursuant to section 262, subsection 1 of the Act No. 513/1991 Sb., the Commercial Code, by the Commercial Code.



- 8.7. The Contracting Parties will always strive to settle any disputes arising from the Contract amicably. Disputes arising from this Contract will be resolved in accordance with valid legislation by those authorities of the Czech Republic with subject-matter and territorial jurisdiction. Pursuant to the section 89a of the Act No. 99/1963 Sb., Civil Procedure Code, as amended, the Contracting Parties agree that for disputes arising from or associated with this Contract, the District Court for Pilsen – City and, if need be, the Regional Court in Pilsen shall have territorial jurisdiction.
- 8.8. If the Seller's registered office or place of business is outside the Czech Republic, this Contract shall be made in Czech, as well as English language. In the event of inconsistencies between the language versions, the Czech version shall prevail.
- 8.9. The Contract is executed in four (4) duplicates, with each having the force of an original. The Contracting Parties each receive two (2) counterparts.
- 8.10. Annex 1 – Parameters of the Goods Supplied forms an integral part of this Contract.
- 8.11. The Contracting Parties hereby declare that before signing, they have read the Contract and agree with its contents without reservation. The Contract is an expression of their genuine, true, free and solemn will. To attest to the genuineness and accuracy of these statements, the authorised representatives of the Contracting Parties hereby affix their signatures.

12. 09. 2014

In Plzeň, date:

On behalf of the Buyer:

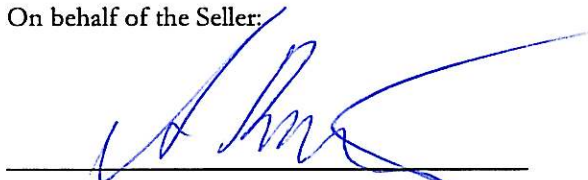



University of West Bohemia in Pilsen
doc. PaedDr. Ilona Mauritzová, Ph.D.
the Rector

12. 09. 2014

In *Plzeň* on

On behalf of the Seller:


GMT Gesellschaft für metallurgische
Technologie- und Softwareentwicklung mbG
Dr.-Ing. Alexander Borowikow



EVROPSKÁ UNIE
EVROPSKÝ FOND PRO REGIONÁLNÍ ROZVOJ
INVESTICE DO VAŠÍ BUDOUCNOSTI



Annex 1 to the Purchase Contract – Parameters of the Goods Supplied

The Equipment supplied features and meets the following parameters:

KEY SPECIFICATIONS

- Ability to manufacture cylindrical, conical and other pre-defined rotation-symmetric products with a straight longitudinal axis.
- Rolling with three adjustable rolls providing adjustable process conditions (temperature, rolling speed and others).
- Flexible rolling of longitudinal rotation-symmetric products with a variable cross-section of 11 – 30 mm diameter and a maximum length of 6000 mm.

HEATING EQUIPMENT SPECIFICATIONS

- Induction heating (material to be heated: steel).
- The heating device shall allow the stock to be heated in a controlled manner to the forming temperature in synchronism with the rolling equipment.
- The heating temperature shall be controllable over the range of no less than 25-1250 °C.
- Heated stock diameter range: 12 – 30 mm.
- Heated stock length range: 500 – 1500 mm.
- Minimum output (for 30 mm-diameter bars): 400 kg/hour.
- Minimum installed medium-frequency power: 220 kW.
- The position of the heating device shall be adjustable along the longitudinal axis of the equipment.
- Temperature measurement shall be provided with two-colour pyrometers or other appropriate instruments.
- The permitted deviation from the reference temperature shall be no more than +/- 5 °C along the longitudinal axis of the stock at the point of entry between rolls (in stock with a constant cross-section).

INCREMENTAL ROLLING MILL SPECIFICATIONS

- Rolling mill with three adjustable rolls at temperatures ranging from the room temperature to 1250 °C.
- The range of initial diameters of stock shall be no less than 11-30 mm.
- The range of product diameters at the exit shall be no less than 11-30 mm.
- The minimum installed power shall be 3×15 kW.
- The rolling speed (axial) shall be adjustable in the range of 25-250 mm/s.
- The rolling mill is designed to sustain an operational load of no less than 10 tonnes of force per roll.
- The radial setting speed of each roll shall be no less than 3 mm/s.
- Capacity for rolling all metals and their alloys.
- The ovality of final products (determined as the difference between the largest and the smallest diameter) shall be less than 1 % of the rolled product diameter (applies to cylindrical rolled products only).

COOLING EQUIPMENT

- Flexible control of microstructure evolution within the rolled product.
- The cooling nozzles shall be installed in a variable configuration in no less than four sections of the rolling equipment. The first section shall comprise the area just upstream of the rolling equipment, the second shall contain the rolls and the third is to be the area downstream of the rolling equipment.

- The location of the fourth section shall be variable, allowing the section to be placed within any other section in order to increase the cooling intensity. This configuration shall permit cooling of the rolled product in a controlled fashion synchronized with its movement at the exit from the rolling equipment and in accordance with the required temperature curve.
- The minimum required cooling rate is 30 K/s.
- The cooling medium shall be water. The Contracting Authority operates a water main of the following parameters:
 - cooling water temperature drop of 25/15 °C
 - maximum pressure of 3 bar
 - max. flow rate of 13 m³/h

SPECIFICATIONS FOR DATA ACQUISITION

- All control parameters of the equipment are logged and stored during operation. These logs are available in a form, which may be exported to formats compatible with ordinary data processing programs (the CSV format as the required minimum). The following process parameters are logged as the required minimum:
 - temperatures in 4 locations (after passage through the heating device, in the front part of the rolling equipment, after the rolling equipment and after the cooling section)
 - diameter of the rolled product (laser measurement or another appropriate method)
 - roll torque
 - roll speeds
 - positions of rolls during rolling
- Synchronized data streams are available for other external measuring sensors or for synchronizing other inputs and outputs of external devices (e.g. high-speed or thermal imaging cameras).
- The measured data for each rolled product is stored in a database.

CONTROL SOFTWARE SPECIFICATIONS

- Fully-fledged software (SW) for operating and controlling the equipment with one (1) licence for both educational and commercial purposes.
- The control system has a user interface and a visualization function for the measured data.
- The entire equipment is operated using a central control system (automatic computer-based system). It allows technological parameters to be defined by the user.
- Two data entry methods are available: via the equipment's operator interface and by uploading from an external source.
- The equipment allows the data entered (through the operator interface) to be stored in a file or in the machine's memory and to be subsequently downloaded.
- The control system permits interventions and modifications for the purpose of development and optimisation of the process.
- The language of the equipment communication interface and software is Czech or English.

SPECIAL SPECIFICATIONS AND REQUIREMENTS

- Heating chamber (part of the final cooling section) with a temperature control range up to 550 °C and a capacity for at least one final rolled product.
- Temperature measurement in no less than four locations (as described in the Specifications for Data Acquisition) is provided using two-colour pyrometers or other appropriate instruments.
- The entry table with a minimum length of 2 m allows the stock to be fed either to the inductor for heating or directly to the rolling equipment (an option is provided to enter stock which was pre-heated in furnace in order to allow rolling of non-magnetic steels).
- Handling table permits removing final products with lengths of 6 m and their cooling down to ambient temperature.
This section of the equipment allows rolled products to be cut using a disc saw to any pre-defined



length or to cut off heads and tails of the products.

- Overload protection for the entire system (protecting the components of the equipment and the tools from mechanical damage resulting from overload).
- The layout of the equipment permits installation in the designated location of the RTI/LET hall. The maximum footprint is 14 m × 5 m.

Signature of the Tenderer / person authorised to act on behalf of the Tenderer:

Date 12.09.2014

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**GMT Gesellschaft für metallurgische
Technologie- und Softwareentwicklung mbG
Dr.-Ing. Alexander Borowikow**

DOŠLO DNE 14.07.2014

Čestné prohlášení o základním kvalifikačním předpokladu dle § 53 odst. 1 písm. a) a b) a splnění technických parametrů přístroje / Declaration on basic qualification criteria § 53/1/a,b and fullfill of technical parameter

k veřejné zakázce / for the public contract

Zařízení pro vývoj inkrementálního tváření / Equipment for Development of Incremental Forming

Contract registration number: 367135

1. Identifikace uchazeče / Identification data of the Tenderer:

obchodní firma / company name: **Gesellschaft für metallurgische Technologie – und Softwareentwicklung mbH**
adresa sídla / registered office address: **Heinersdorfer Str. 12, D-13086 Berlin**
IČO / Registration number: **HRB 63715**

2. Čestné prohlášení / Declaration:

Uchazeč tímto prohlašuje, že ve smyslu ustanovení § 53 odst. 1 písm. a) a b) zákona č. 137/2006 Sb., o veřejných zakázkách, v platném znění, splňuje požadavky na splnění základních kvalifikačních předpokladů - neexistenci pravomocného odsouzení právnické osoby.

Prohlášení je činěno ve smyslu § 51 odst. 7 zákona z důvodu, že podle právního řádu platného v zemi sídla, zahraničního dodavatele se požadovaný doklad nevydává, a proto je zahraniční dodavatel povinen prokázat splnění takové části kvalifikace čestným prohlášením. Není-li povinnost, jejíž splnění má být v rámci kvalifikace prokázáno, v zemi sídla, místa podnikání nebo bydliště zahraničního dodavatele stanovena, učiní o této skutečnosti čestné prohlášení.



Uchazeč tímto prohlašuje, že jím nabízené plnění splňuje parametr na délku ohřevu v rozsahu 800-1500 mm.

The Tenderer hereby declares that pursuant to section 53, subsection 1, paragraph a) and b) of the Act No. 137/2006 Sb., on public contracts, as amended, fullfill demands on proof of basic qualification criteria - absence of a legally effective conviction of a company.

The declaration is done in accordance with § 51 subsection 7 of the Act on the ground that under the law of the country of residence, the foreign supplier is required document is not, and therefore the foreign supplier shall demonstrate compliance with such qualifying affidavit. If an obligation whose fulfillment is to be in the classification established in the country of residence, place of business or residence of the foreign contractor, it shall inform the affidavit.

The Tenderer hereby declares that the deliverable offered meets the parameter heated stock length range 800 – 1500 mm.

3. Podpis uchazeče / osoby oprávněné jednat jménem či za uchazeče / Signature of the Tenderer / person authorised to act on behalf of or for the Tenderer:

V / In  dne / on  2014

Gesellschaft für metallurgische Technologie – und Softwareentwicklung mbH


.....
Alexander Borowikow

Gesellschaft für metallurgische Technologie- und Softwareentwicklung mbH
Heinersdorfer Str. 12
13086 Berlin