(Draft)

**FRAMEWORK AGREEMENT**

entered into pursuant to Article 269 (2) of Act No. 513/1991 Coll., the Commercial Code, as amended hereinafter referred to as the “**Commercial Code**”) and pursuant to Act No. 343/2015 Coll. on public procurement and on the amendment to certain acts, as amended (hereinafter referred to as the “**Public Procurement Act**”)

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

Article I

The Parties

|  |  |  |  |
| --- | --- | --- | --- |
| **The Buyer:** | |  | |
| Name: | **Slovak Republic represented by the Ministry of Interior of the Slovak Republic** | | |
| Registered office: | Pribinova 2, 812 72 Bratislava, Slovak Republic | | |
| Represented by: | [●] | | |
| Comp. ID No.: | 00151 866 | | |
| Tax ID No.: | 2020571520 | | |
| VAT Reg. No.: | SK2020571520 (registration pursuant to Article 7 of Act No. 222/2004 Coll. on value added tax as amended) | | |
| Bank: | State Treasury | | |
| Account No.: | SK78 8180 0000 0070 0018 0023 | | |
| BIC/SWIFT Code: | SPSRSKBA | | |
| Website (URL): | http://www.minv.sk/ | | |
| Contact/authorised person:  Tel. contact:  E-mail: | [●]  [●]  [●] | | |
| (hereinafter referred to as the “**Buyer**”) |  | |

and

|  |  |  |
| --- | --- | --- |
| **The Seller:** | |  |
| Name: | [●] | |
| Registered office/Place of business: | [●] | |
| Represented by: | [●] | |
| Comp. ID No.: | [●] | |
| Tax ID No.: | [●] | |
| VAT Reg. No. (if allocated): | [●] | |
| Tax ID No.:  VAT Reg. No. (if allocated):  Bank:  Account No.:  BIC/SWIFT Code: | [●]  [●]  [●]  [●]  [●] | |
| Website (URL): | [●] | |
| Registered in: | the Commercial Register [●] of Court [●], Section [●], File No.: [●]  *Alternatively* in the Trade Register of the District Office [●], Trade Register No.: [●] | |
| Contact/authorised person:  Tel. contact:  E-mail: | [●]  [●]  [●] | |
| (hereinafter referred to as the “Seller”)  (the Buyer and the Seller hereinafter jointly referred to as the “**Parties to the Agreement**” or individually the “**Party to the Agreement**”) | | |

Article II

Introductory Provisions

**2.1.** The Buyer conducted a public tender published in the Journal of Public Procurement No. [●] dated [●] under reference number [●] for the subject-matter of the contract “[●]” (hereinafter referred to as “**public procurement**”).

**2.2.** The result of the public procurement procedure is the selection of the successful tenderer – the Seller, with whom this Agreement will be concluded.

**2.3** This Agreement is partly funded by the European Commission under the rescEU program.

Article III

Subject Matter of the Agreement

**3.1.** The subject matter of this Agreement is the Seller’s obligation to deliver to the Buyer, on the basis of separate implementing contracts, new, unused helicopters in accordance with  the Description of the Subject-Matter of the Contract specified in Annex No. 1 to this Agreement, in the estimated number of three (3) units, including optional accessories, technical documentation, tools, ground equipment and diagnostic equipment, additional equipment, additional devices and training of the Buyer’s personnel (hereinafter referred to as the “**Goods**”), as specified in more detail in this Agreement, and to transfer to the Buyer the ownership right to the Goods, as well as the Buyer’s obligation to take over the Goods and pay the Seller the purchase price in accordance with Article VII of this Agreement. The Goods are identified in Annex No. 2 to the Agreement by a number as the relevant item and the designation “Goods”.

**3.2.** The subject matter of this Agreement is also the Seller’s obligation to provide the Buyer, on the basis of separate implementing contracts, with services related to the operation of a helicopter in accordance with Annex No. 2 of the Agreement (hereinafter referred to as “**Services**”) and the Buyer’s obligation to accept the Services and pay the Seller the price in accordance with Article VII of this Agreement. The Services are identified in Annex No. 2 by a number as the relevant item and the designation “Service”.

**3.3** For the avoidance of doubt, the Buyer is entitled to purchase the Goods separately and/or the Service separately and/or the Goods together with the Service on the basis of separate implementing contracts.

**3.4** Optional accessories, tools, ground equipment, diagnostic equipment, additional equipment, and additional devices that do not form a single unit with the helicopter may be used separately, and the costs of training the Buyer’s personnel must be calculated separately.

**3.5.** The Parties to the Agreement have agreed that the provisions of this Agreement cannot be interpreted as an obligation on the part of the Buyer to purchase all Goods and/or Services. The Buyer is not obliged to purchase the estimated quantity of Goods and/or Services, nor to exhaust the estimated financial amounts for Goods and/or Services specified in Article VII of this Agreement. The total quantity of Goods and/or Services purchased shall depend solely on the Buyer’s needs during the term of this Agreement. For the avoidance of doubt, separate Services may be provided or an implementing contract for the provision of Services may be concluded only after the delivery and acceptance of at least 1 helicopter.

**Article IV**

**Implementing Contract**

* 1. The Parties to the Agreement have agreed that for the purpose of purchasing Goods and/or Services under this Agreement, they will conclude separate implementing contracts in accordance with the provisions of Article 269(2) of the Commercial Code, specifying all details of the purchase of Goods and/or Services, a template of which is attached as Annex No. 7 to this Agreement (hereinafter referred to individually as the “**Implementing Contract**” and collectively as the “**Implementing Contracts**”).
  2. The Parties have agreed that the Implementing Contracts concluded on the basis of this Agreement shall comply with the terms and conditions agreed in this Agreement, in particular with regard to the specification of the Goods and/or Services, the maximum prices for the Goods and/or Services and the rights and obligations of the Parties to the Agreement agreed in this Agreement.
  3. Based on the Buyer’s needs, the Buyer shall call upon the Seller in writing to conclude an Implementing Contract. The call must contain a detailed description of the Goods and/or Services or their defined parts in accordance with the Description of the Subject-Matter of the Contract, which is to be the subject matter of the Implementing Contract (hereinafter referred to as the “**DSMC**”). The DSMC shall form an integral part of the Implementing Contract.
  4. The Parties to the Agreement undertake to conclude the Implementing Contract within ninety (90) days of the delivery of the Buyer’s call to conclude the Implementing Contract to the Seller. The Seller shall not be entitled to refuse to conclude the Implementing Contract.
  5. The Seller undertakes to deliver and/or provide the Goods and/or Services to the Buyer under the terms and conditions set forth in this Agreement and the Implementing Contract, and the Buyer undertakes to accept the Goods and/or Services and pay the price agreed in accordance with the terms and conditions of the Agreement and the Implementing Contract.

**Article V**

**Term of the Agreement**

1. This Agreement is concluded for a fixed term of six (6) years from the date of its entry into effect or until the total financial limit specified in point 7.5 of Article VII of the Agreement is exhausted, whichever occurs first. For the avoidance of doubt, the total financial limit shall be deemed to be the amount increased by the indexation pursuant to point 7.5 of Article VII of the Agreement.
2. The Goods and/or Services shall be delivered and/or provided to the Buyer on an ongoing basis during the term of this Agreement on the basis of separate Implementing Contracts.

Article VI

Delivery Terms

* 1. The Goods and/or Services must meet the specifications set out in the DSMC in accordance with Annex No. 1 to this Agreement.
  2. For the avoidance of doubt, the delivery terms for the Goods shall apply mutatis mutandis and to the extent applicable to the provision of Services.
  3. The Seller bindingly declares that the Goods and/or Services supplied by it meet the required quality according to the Buyer’s requirements in accordance with the terms and conditions of public procurement and the requirements of the relevant applicable technical or other standards and generally binding legal regulations. The Seller bindingly declares that the Goods are not encumbered by the rights of third parties.
  4. The Seller undertakes to deliver the Goods and/or Services within the delivery period and at the place of delivery specified in Annex No. 3 to this Agreement.
  5. Ownership of the Goods and the risk of damage to the Goods shall pass on to the Buyer upon receipt of the Goods in accordance with this Agreement and the relevant Implementing Contract on the basis of a written acceptance record signed by representatives of both Parties to the Agreement.
  6. The provision and acceptance of Services within the meaning of this Agreement and the Implementing Contract shall be documented on the basis of a written acceptance record signed by representatives of both Parties to the Agreement.
  7. The delivery of the Goods shall be subject to INCOTERMS 2020 DDP to the place of delivery of the Goods specified in Annex No. 3 to this Agreement.
  8. The Seller undertakes to deliver the Goods and/or Services in the agreed quality and in perfect condition in accordance with the DSMC, this Agreement, the Implementing Contract, the agreed technical and functional characteristics, and generally binding legal regulations and technical standards in force. Together with the delivery of the Goods, the Seller is obliged to provide the Buyer with the documentation relating to the Goods specified in Annex No. 3 to the Agreement, always in the Slovak language or together with a translation into the Slovak language, for the accuracy of which the Seller is responsible, unless the Parties to the Agreement agree otherwise. Upon delivery of the Goods, the Seller shall be obliged to train the Buyer’s personnel to the extent specified in Annex No. 3 to this Agreement.
  9. The Seller shall also provide related services connected with the delivery of the Goods to the place of delivery, in particular services related to the unloading of the Goods at the place of delivery.
  10. No later than one hundred and eighty (180) days before the last day of delivery of the Goods, the Seller shall notify the Buyer of the date of delivery of the Goods, proposing several possible dates for delivery and acceptance of the Goods (within the delivery period) so that the Buyer has at least one hundred and twenty (120) days to prepare for the delivery and acceptance of the Goods. The Buyer undertakes to confirm in writing one of the proposed dates for delivery and acceptance of the Goods. The Buyer shall provide all cooperation that can reasonably be expected of them during the delivery and acceptance of the Goods.
  11. The Goods and/or Services shall be delivered/provided in accordance with the DSMC in standards accepted for the delivery of the Goods/provision of Services and their individual parts (e.g. properly packaged Goods where applicable). The acceptance of Goods delivered to the place of delivery of the Goods shall take place by physical acceptance of the Goods, checking the quantity and quality of the delivered Goods and signing the acceptance record by an authorised representative of the Seller and the Buyer. The acceptance record shall specify the exact quantity and type of Goods delivered, a statement as to whether the delivery of Goods is complete and whether the Goods corresponded to the requirements of the DSMC, this Agreement and the relevant Implementing Contract upon acceptance. After a detailed verification of the quality and completeness of the delivered Goods, the Buyer shall mark the proper delivery of the Goods in the acceptance record. If any defects are found in the delivered Goods, these shall be noted in the acceptance record. If the Buyer accepts Goods with defect/s, it shall be obliged to describe these defects in the acceptance record, specifying a deadline for the removal of the defect/s without undue delay. The acceptance of Services shall also be based on a written record in which the Buyer shall indicate the proper and complete provision of Services by the Seller. In the event of the provision of Services with defects, the Buyer shall immediately report the defects to the Seller, specifying the deadline for the removal of the defect or specifying a new deadline for the proper provision of the Services, in accordance with Article VIII, point 8.2. of the Agreement. The acceptance record may be used as a basis for invoicing only after the defects in the delivery of the Goods/provision of the Services have been remedied and the satisfactory delivery of the Goods/provision of the Services has been confirmed. The Seller’s delivery note shall be attached to the acceptance record.
  12. A detailed verification of the quality, functionality and completeness of the delivered Goods shall be carried out by the Buyer no later than thirty (30) days prior to the physical delivery and acceptance of the Goods and all their parts, with regard to the requirements of the DSMC, this Agreement, the relevant Implementing Contract, as well as the relevant generally binding legal regulations.

**6.11.** Annex No. 4 to this Agreement contains information on all known subsuppliers of the Seller known at the time of conclusion of this Agreement, and information on the person authorised to act on behalf of the subsupplier, including their first name and surname, address of residence and date of birth.

**6.12.** The Seller shall be obliged to notify the Buyer of any change in the details of the subsuppliers listed in Annex No. 4 to this Agreement immediately after becoming aware of such change.

**6.13.** In the event of a change of subsupplier, the Seller shall be obliged to provide the Buyer with information about the new subsupplier within five (5) working days of the date of the change of subsupplier, including the details specified in point 6.11 of this article of the Agreement and the subjects of subcontracting.

**6.14.** The Seller declares that at the time of conclusion of this Agreement, it is registered in the Register of Public Sector Partners in accordance with Act No. 315/2016 Coll. on the Register of Public Sector Partners and on the amendment to certain acts, as amended (hereinafter referred to as the “**Register of Public Sector Partners**”), insofar as the obligation to register in the Register of Public Sector Partners applies to it. If a group of suppliers pursuant to Article 37 of the Public Procurement Act participates on the part of the Seller as a Party to the Agreement, each member of this group of suppliers is obliged to be registered in the Register of Public Sector Partners.

**6.15.** A subsupplier or subsupplier under a special regulation who, pursuant to Article 11(1) of the Public Procurement Act, is obliged to register in the Register of Public Sector Partners must be registered in the Register of Public Sector Partners.

**6.16.** The Seller’s obligations, including the rules for selecting a subsupplier, shall also apply in the event of a change of subsupplier during the term of this Agreement.

**6.17.** The Seller shall be responsible for the performance of the subcontract by the subsupplier as if the performance under such a contract were performed by the Seller itself. The Seller shall be responsible for professional care in the selection of the subsupplier as well as for the result of the performance under the subcontract.

**6.18.** In the event that the Seller, its subsupplier under the Public Procurement Act or subsupplier under the Act on the Register of Public Sector Partners is obliged to be registered in the Register of Public Sector Partners, the Seller declares that neither its beneficial owner registered in the Register of Public Sector Partners nor the beneficial owner of its subsupplier under the Public Procurement Act or subsupplier under the Act on the Register of Public Sector Partners, is a person referred to in Article 11(1)(c) of the Public Procurement Act.

Article VII

Purchase Price and Payment Terms

* 1. The purchase price for the Goods has been determined in accordance with Act of the National Council of the Slovak Republic No. 18/1996 Coll. on prices, as amended (hereinafter referred to as the “**Act on Prices**”) and Decree of the Ministry of Finance of the Slovak Republic No. 87/1996 Coll. implementing the Act on Prices. The Buyer undertakes to pay the price for the Goods specified in Annexes No. 2 and 3 to the Agreement.
  2. The price for the Services has been determined in accordance with the Act on Prices and Decree of the Ministry of Finance of the Slovak Republic No. 87/1996 Coll. implementing the Act on Prices. The Buyer undertakes to pay for the Services the price specified in Annexes No. 2 and 3 to this Agreement.
  3. The maximum financial limit for item No. 1 of the Goods according to the DSMC “Helicopter” is EUR [●], and this limit may be used exclusively for the purchase of this item of Goods according to the DSMC.
  4. The maximum financial limit for other items of Goods according to the DSMC and for items of Services according to the DSMC is EUR [●] in total, and this financial limit may be used exclusively for the purchase of other items of Goods and the purchase of Services according to the DSMC.
  5. The total financial limit of this Agreement pursuant to points 7.3. (item no. 1 of the DSMC Goods “Helicopter”) and 7.4. (other items of Goods and Services according to the DSMC) of this article is EUR [●] in total (hereinafter referred to as the “**Price**”).

The Parties to the Agreement have agreed that the Price will be automatically indexed annually by 4% of the value of the Price. The first indexation (i.e. increase) shall take place on 1 January of the calendar year following the year in which this Agreement was concluded. Further indexation of the Price shall take place automatically on 1 January of each subsequent year during the term of this Agreement. The Seller shall notify the Buyer in writing of the new Price value increased by the indexation within ten (10) days from the date on which the entitlement to the Price indexation arises under this Agreement. The indexation of the Price shall be calculated from the value of the Price increased by the indexation for the previous year notified by the Seller to the Buyer in accordance with this point. If the first indexation occurs in 2027, the amount of the first indexation shall be 8% of the value of the Price. For the avoidance of doubt, the amount of the indexation of 8% of the value of the Price applies only to the first indexation upon fulfilment of the conditions under this point of the Agreement. For all subsequent indexations of the Price, the amount of 4% of the Price shall apply. The Buyer reserves the right to negotiate the amount of the Price with the Seller prior to the conclusion of the Implementing Contract under this Agreement. Regardless of any commercial practices otherwise customary in the industry, the Price shall include all costs related to the fulfilment of the Seller’s obligations associated with the delivery of the Goods and/or Services, in particular transport costs to the place of delivery, packaging, costs of unloading the Goods at the place of delivery, insurance until the risk of damage to the Goods passes on to the Buyer, import duties, other taxes and fees related to import, fees related to product certification, administrative and similar fees collected by any public authority, as well as the delivery of documentation necessary for the use of the Goods or related to them. The Price includes all costs of training personnel at the Buyer’s registered office or its organisational unit, as well as other costs related to the delivery of the Goods.

* 1. If the Seller is a VAT payer, value added tax determined in accordance with generally binding legal regulations valid at the time of delivery of the Goods and/or Services to the Buyer shall be added to the invoiced Price.
  2. The amount and method of advance payments shall be specified in the Implementing Contract. Payment of the Price shall be made after the Buyer has taken delivery of the Goods and/or Services, by transfer to the Seller’s bank account specified in Annex No. 3 to this Agreement. Cashless payments shall be made through the Buyer’s financial institution on the basis of an invoice, the due date of which is agreed in Annex No. 3 to the Agreement. The invoice shall be deemed paid on the date of debiting the funds from the Buyer’s account to the Seller’s account.
  3. An integral part of the invoice shall be an acceptance record confirming the proper delivery of the Goods and/or Services, confirmed by both Parties to the Agreement.
  4. The invoice must meet all the requirements of a tax document within the meaning of Act No. 222/2004 Coll. on value added tax, as amended. If the invoice contains incorrect or incomplete information, the Buyer shall be entitled to return it and the Seller shall be obliged to correct, supplement or issue a new invoice according to the nature of the deficiency. In such a case, the payment period shall be interrupted and a new one shall commence upon receipt of the new or amended tax document.
  5. For the avoidance of doubt, the payment terms for the Goods shall apply mutatis mutandis and to the extent applicable to the provision of Services.

Article VIII

Warranty Period and Liability for Defects

* 1. The Seller shall be liable for defects in the delivered Goods and/or Services in accordance with the relevant provisions of the Commercial Code.
  2. In the event that the Seller provides the Buyer with a defective Service, i.e. in violation of this Agreement and/or the Implementing Contract and/or generally binding legal regulations and/or the requirements of the relevant applicable technical or other standards, the Seller undertakes to remedy such defects at its own expense and/or to provide the Buyer with a replacement Service of the same type and quality at its own expense within thirty (30) days from the date of the Buyer’s written complaint about the defect in the Service.
  3. The warranty period for the delivered Goods, including accessories and equipment that are part of the Goods, is specified in Annex No. 3. The warranty period shall be extended by the period during which defects for which the Seller is responsible are being remedied under warranty repair and the Buyer cannot properly use the Goods.
  4. The Seller is responsible for ensuring that the delivered Goods have the properties specified in the DSMC and in the relevant standards during the warranty period and that the Goods are fit for proper use for the purpose for which the Goods are normally used.
  5. The Buyer shall be obliged to notify the Seller in writing of any defects in the Goods without undue delay after their discovery, at the latest by the end of the agreed warranty period (hereinafter referred to as “**Warranty Claim**”).
  6. The Warranty Claim must include, in particular:

1. the number and date of conclusion of the Implementing Contract,
2. a description of the defect in the quality of the Goods or the manner in which the defect in the quality of the Goods manifests itself.
   1. In the Warranty Claim, the Buyer shall be obliged to specify what claims they are making under the warranty. The Buyer is entitled, at their discretion, to:
3. request the removal of defects by delivering replacement Goods or parts thereof for the defective Goods, delivery of missing Goods and request the removal of legal defects,
4. request the removal of defects by repairing the Goods, if the defects are repairable,
5. request a reasonable discount on the price of the Goods, or
6. withdraw from this Agreement and request a refund of the Price paid for the Goods or part thereof showing quality defects.
   1. After the warranty has been invoked, the Seller shall be obliged, in accordance with the Warranty System forming Annex No. 6 to this Agreement, to immediately perform such actions as will render the Goods fit for the purpose for which they are normally used.
   2. The Seller shall be obliged to respond in writing to the Warranty Claim within seven (7) days. If the Seller does not respond within this period, the Warranty Claim shall be deemed justified and the Seller shall agree with the reported defects in the quality of the Goods (hereinafter referred to as the “**Justified Complaint**”).
   3. In the case of claims arising from a Justified Complaint pursuant to points 8.7.(c) and (d), the Seller shall be obliged to issue and deliver to the Buyer a credit note (correction of the tax base with the details in accordance with the relevant generally binding legal regulations) with a maturity of thirty (30) calendar days from the date of its delivery to the Buyer.
   4. In the case of claims arising from a Justified Complaint pursuant to point 8.7 (a) and (b), the Seller shall be obliged to proceed in accordance with the Warranty System forming Annex No. 6 to this Agreement.
   5. The Buyer’s Warranty Claim under point 8.5 of this article and/or a written complaint about defects in the Services by the Buyer under point 8.2 of this article shall not affect the Buyer’s claim for damages.

Article IX

**Contractual Penalties and Default Interest**

* 1. In the event of non-compliance with the terms of this Agreement, the Parties to the Agreement have agreed on the following contractual penalties and default interests:

1. for the Seller’s delay in delivering the Goods and/or part thereof and/or Services, including documentation pursuant to Article VI, point 6.8. of this Agreement, the Buyer shall be entitled to claim a contractual penalty from the Seller for each day of delay, including partial days, in the amount of 0.05% of the Price of the Goods and/or part thereof and/or Services, the delivery of which is delayed,
2. for the Buyer’s delay in paying the Price or part thereof, the Seller shall be entitled to claim statutory default interest on the unpaid Price or part thereof for each day of delay, including partial days,
3. for the Seller’s delay in removing a defect in the Goods and/or part thereof and/or the Services within the period specified in the Warranty System constituting Annex No. 5 to this Agreement and/or pursuant to Article VIII point 8.2. of this Agreement, the Buyer shall be entitled to claim a contractual penalty of EUR 10,000 (in words: ten thousand euros) from the Seller for each day of delay, including partial days,
4. if the Seller delivers to the Buyer Goods and/or part thereof and/or Services that do not meet the specified requirements for Goods and/or Services according to the DSMC, this Agreement and the Implementing Contract, or in the event of failure to deliver the Goods and/or Services in accordance with the Implementing Contract, the Buyer shall be entitled to claim a contractual penalty in the amount of the price of the Goods and/or part thereof and/or the price of the Services agreed in the relevant Implementing Contract,
5. in the event of false statements by the Seller as specified in Art. VI, points 6.14. and 6.18. of this Agreement, the Seller shall be obliged to pay the Buyer a contractual penalty in the amount of EUR 30,000.
   1. The Parties to the Agreement declare that they do not consider the amount of the contractual penalties to be unreasonable, but consider it to be commensurate with the importance of the obligations it protects.
   2. The payment of the contractual penalty by the Seller pursuant to point 9.1 of this article of the Agreement does not extinguish the Buyer’s claim for any damages incurred in causal connection with the breach of the contractual obligation for which the contractual penalty is applied.
   3. The claim for a contractual penalty shall not arise if it is proven that the delay is caused by circumstances excluding liability (Force Majeure). The contractual penalty shall be paid by the Seller to the Buyer within thirty (30) days from the date of delivery of the invoice to the Buyer’s registered office. For the purposes of this Agreement, Force Majeure shall be deemed to be events that are beyond the control of the Parties to the Agreement and which the Parties to the Agreement cannot foresee or directly influence in any way, in particular war, mobilisation, uprising, natural disasters, fires, embargoes and quarantines. Exemption from liability for failure to deliver the Goods and/or Services shall continue for the duration of the Force Majeure event, but for no longer than two (2) months. After this period, the Parties to the Agreement shall agree on further action. If no agreement is reached, the Buyer shall have the right to withdraw from this Agreement.

Article X

**Termination of the Agreement**

* 1. The Parties to the Agreement have agreed that the Agreement may be terminated:

1. by written agreement of the Parties to the Agreement, effective on the date specified in such agreement; the termination agreement shall also regulate the claims of the Parties to the Agreement arising from or in connection with this Agreement,
2. by written withdrawal from the Agreement in the event of a material breach of the Agreement;
3. by written notice of termination in accordance with point 10.7 of this article.
   1. Withdrawal from the Agreement shall be carried out by written notification from the withdrawing Party to the Agreement to the other Party to the Agreement, stating the reason for withdrawal from the Agreement, and shall take effect upon delivery to the other Party to the Agreement. In case of doubt, the withdrawal shall be deemed to have been delivered on the third day after its dispatch. It shall be delivered to the address of the Party to the Agreement specified in Article I of this Agreement.
   2. A material breach of the Agreement shall be deemed to have occurred if:
4. the Seller is more than thirty (30) days late in delivering the Goods and/or Services under the Implementing Contract compared to the agreed performance date without giving a reason that would justify the delay (Force Majeure),
5. the Price is invoiced in violation of the terms agreed in this Agreement,
6. the Seller delivers Goods and/or Services to the Buyer with parameters that are in conflict with this Agreement and/or the Implementing Contract,
7. the Buyer is in default with payment of an invoice for more than sixty (60) days after its due date,
8. the Seller breaches its obligations under Article VI, points 6.11 to 6.18 of this Agreement.
   1. The Buyer shall also be entitled to withdraw from this Agreement in writing if:
9. bankruptcy proceedings or restructuring have been initiated against the Seller,
10. the Seller has entered into liquidation,
11. the Seller acts in breach of this Agreement, the Implementing Contract and/or generally binding legal regulations and, upon written call from the Buyer, fails to remedy such conduct and its consequences within a reasonable period of time,
12. the Buyer chooses withdrawal as a claim for defective performance pursuant to Article 436 of the Commercial Code.
    1. Withdrawal from the Agreement shall have the consequences specified in the relevant provisions of the Commercial Code, unless the Parties to the Agreement agree otherwise in writing.
    2. The termination of the Agreement shall not affect the provisions relating to liability for defects, penalties, damages and other provisions of this Agreement, the nature of which implies that they should be maintained even after the termination of this Agreement.
    3. Any Party to the Agreement shall be entitled to terminate this Agreement in writing without giving any reason, with a notice period of three (3) months, which shall commence on the first day of the month following the month in which the written notice was delivered to the other Party to the Agreement.

Article XI

Common and Final Provisions

* 1. Any written document or other communication delivered in connection with this Agreement (hereinafter each of them referred to as “Notice”) must be:

1. in written form,
2. delivered (i) in person, (ii) by first-class post with postage paid, (iii) by courier through a courier company, or (iv) by email to the addresses notified in accordance with this article of the Agreement.
   1. Notices provided by the Parties to the Agreement shall be sent to the address specified in Annex No. 3 to the Agreement or to another person or address that the Parties may notify each other of in writing from time to time in accordance with this article of the Agreement.
   2. A Notice shall take effect upon receipt and shall be deemed to have been received:
3. at the time of its delivery (or refusal to accept it), if delivered in person or by courier; or
4. at the time of its delivery, but no later than on the fifth (5th) day after its dispatch, if delivered as a first-class postal item with postage paid; or
5. at the time of delivery, but no later than the day following its dispatch, if delivered by electronic mail.
   1. In the event of a change in the business name, name, registered office, legal form, statutory bodies or even the manner of their conduct for the Party to the Agreement, the Party to the Agreement to which any of the above changes relate shall notify the other Party to the Agreement of this fact in writing without undue delay, otherwise the liable Party to the Agreement shall be liable for all damages resulting therefrom or costs incurred by the other Party to the Agreement in this regard. In the event of a change in bank details and/or account number, the Parties to the Agreement shall conclude a written amendment to this Agreement in accordance with point 11.6 of this article of the Agreement.
   2. If any provision of this Agreement is deemed invalid, unenforceable or ineffective, this shall not affect the validity of the other provisions of this Agreement. Instead of the invalid, unenforceable or ineffective provision, a provision that most closely corresponds to the meaning and purpose of the ineffective provision shall apply.
   3. This Agreement may be amended in accordance with generally binding legal regulations only by written and numbered amendments, which, after being signed by both Parties to the Agreement, become an integral part of this Agreement.
   4. In other rights and obligations not regulated by this Agreement, the relevant provisions of the Commercial Code and other generally binding legal regulations valid in the territory of the Slovak Republic shall apply.
   5. In performing this Agreement, the Seller undertakes to comply with the valid and effective generally binding legal regulations of the Slovak Republic, as well as EU legal acts in the area of EU funds and similar financial instruments, and, to the extent applicable to the Seller, to respect other rules issued on their basis. The Seller acknowledges and agrees to the right of the Buyer and the competent authorities within the meaning of the legal regulations of the Slovak Republic and the European Union to carry out inspections at the Seller’s premises, to allow access to the inspected premises to the Buyer’s authorised representative and other control and audit authorities on behalf of the EU funding provider (managing authority, intermediate body/managing authority), to provide the requested documentation from the Seller, to ensure the presence of authorised persons on the part of the Seller, to take corrective measures and to define deadlines for the elimination of identified deficiencies.
   6. The Parties to the Agreement agree that any disputes arising from the performance of this Agreement shall first be resolved by agreement or conciliation. If the matter cannot be resolved by agreement or conciliation, all disputes or claims arising from or in connection with this Agreement, including disputes concerning its validity, breach, termination or cancellation, shall be finally settled before the competent court of the Slovak Republic.
   7. The Parties to the Agreement declare that they have entered into this Agreement freely and seriously, not under duress or under grossly onerous conditions, that they have read and understood it, and that they have no objections to its form and content, which they confirm with their signatures.
   8. This Agreement shall enter into force on the date of signing by both Parties to the Agreement and shall become effective on the day following the date of its publication in the Central Register of Contracts maintained by the Government Office of the Slovak Republic. The publication of the Agreement in the Central Register of Contracts shall be ensured by the Buyer.
   9. This Agreement has been executed in five (5) counterparts with the validity of the original, two (2) counterparts will remain with the Seller and three (3) counterparts will remain with the Buyer.
   10. The Agreement has the following annexes, which form an integral part of it. In the event of any conflict between the provisions of the Agreement and its annexes, the provisions set out in the annexes shall prevail.
6. Annex No. 1: Description of the subject-matter of the contract, draft performance
7. Annex No. 2: Structured budget of the purchase price
8. Annex No. 3: Table
9. Annex No. 4: List of subsuppliers
10. Annex No. 5: Warranty system
11. Annex No. 6: Implementing Contract Template

In [●] on [●] In [●] on: [●]

For the Buyer: For the Seller:

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

[●] [●]

[●] [●]

**ANNEX No. 1**

**DESCRIPTION OF THE SUBJECT-MATTER OF THE CONTRACT, DRAFT PERFORMANCE**

**ANNEX No. 2**

**STRUCTURED BUDGET OF THE PURCHASE PRICE**

**ANNEX No. 3**

| **Designation** | **Description** |
| --- | --- |
| **Place of delivery**  (Art. 6.4 of the Agreement) | As specified in Annex No. 1 to the Agreement |
| **Delivery period**  (Art. 6.4 of the Agreement) | As specified in Annex No. 1 to the Agreement. |
| **Goods documentation**  (Art. 6.8 of the Agreement) | relevant certificates, attestations, and records on tests performed, certificates, training records of the Buyer’s personnel, operating and maintenance manuals  as well as documentation necessary for the operation, management of continuing airworthiness and maintenance of the delivered goods, and documentation necessary for the registration of the aircraft in the Slovak Aircraft Register  [any other] |
| **Training of the Buyer’s personnel** (Art. 6.8 of the Agreement) | As specified in Annex No. 1 to the Agreement |
| **Price exclusive of VAT**  (Art. 7.1 of the Agreement) | EUR [xxx]. |
| **Bank account of the Seller**  (Art. 7.8 of the Agreement) | [●] |
| **Invoice due date**  (Art. 7.8 of the Agreement) | [●] days from the date of delivery of the invoice to the Buyer |
| **Warranty period**  (Art. 8.3 of the Agreement) | [●] months or two thousand (2,000) flight hours, whichever occurs first |
| **Contact details of the Buyer**  (Art. 11.2 of the Agreement) | Ministry of Interior of the Slovak Republic  Pribinova 2  812 72 Bratislava  Contact person: [●]  Telephone: [●]  E-mail: [●] |
| **Contact details of the Seller**  (Art. 11.2 of the Agreement | Name  address  Contact person: [●]  Telephone: [●]  E-mail: [●] |

**ANNEX No. 4**

**LIST OF SUBSUPPLIERS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Identification of the proposed subsupplier (business name, registered office, Company ID No.)** | **Identification of the relevant performance** | **Share of performance expressed in %** | **Name, surname, date of birth, address of residence of the person authorised to act on behalf of the subsupplier** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**ANNEX No. 5**

**WARRANTY SYSTEM**

**ANNEX No. 6**

**IMPLEMENTING CONTRACT TEMPLATE**

(Template)

**IMPLEMENTING CONTRACT**

entered into pursuant to Article 269 (2) of Act No. 513/1991 Coll., the Commercial Code,

as amended (hereinafter referred to as the “Commercial Code”) and pursuant to Act No. 343/2015 Coll. on public procurement and on the amendment to certain acts,

as amended (hereinafter referred to as the “Public Procurement Act”)

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

**Article I**

**The Parties**

|  |  |  |  |
| --- | --- | --- | --- |
| **The Buyer:** | |  | |
| Name: | **Slovak Republic represented by the Ministry of Interior of the Slovak Republic** | | |
| Registered office: | Pribinova 2, 812 72 Bratislava, Slovak Republic | | |
| Represented by: | [●] | | |
| Comp. ID No.: | 00151 866 | | |
| Tax ID No.: | 2020571520 | | |
| VAT Reg. No.: | SK2020571520 (registration pursuant to Article 7 of Act No. 222/2004 Coll. on value added tax as amended) | | |
| Bank: | State Treasury | | |
| Account No.: | SK78 8180 0000 0070 0018 0023 | | |
| BIC/SWIFT Code: | SPSRSKBA | | |
| Website (URL): | http://www.minv.sk/ | | |
| Contact/authorised person:  Tel. contact:  E-mail: | [●]  [●]  [●] | | |
| (hereinafter referred to as the “**Buyer**”) |  | |

and

|  |  |  |
| --- | --- | --- |
| **The Seller:** | |  |
| Name: | [●] | |
| Registered office/Place of business: | [●] | |
| Represented by: | [●] | |
| Comp. ID No.: | [●] | |
| Tax ID No.: | [●] | |
| VAT Reg. No. (if allocated): | [●] | |
| Tax ID No.:  VAT Reg. No. (if allocated):  Bank:  Account No.:  BIC/SWIFT Code: | [●]  [●]  [●]  [●]  [●] | |
| Website (URL): | [●] | |
| Registered in: | the Commercial Register [●] of Court [●], Section [●], File No.: [●]  *Alternatively* in the Trade Register of the District Office [●], Trade Register No.: [●] | |
| Contact/authorised person:  Tel. contact:  E-mail: | [●]  [●]  [●] | |
| (hereinafter referred to as the “Seller”)  (the Buyer and the Seller hereinafter jointly referred to as the “**Parties**” or individually the “**Party**”) | | |

**Article II**

**Introductory Provisions**

**2.1.** On [•], the Parties concluded Framework Agreement No. [•] (hereinafter referred to as the “**Agreement**”), the subject of which is the Seller’s obligation to deliver to the Buyer helicopters in the expected number of three (3) units according to the Description of the Subject-Matter of the Contract forming Annex No. 1 to the Agreement and/or to provide the Buyer with services related to the operation of the helicopter according to the Description of the Subject-Matter of the Contract forming Annex No. 1 to the Agreement and the Buyer’s obligation to take over the Goods and/or Services and pay the price agreed in accordance with the terms of the Agreement.

**2.2.** The Parties enter into this Contract in accordance with the Agreement and the Buyer’s call to conclude this Contract dated [•].

**2.3.** The basic purpose of this Contract is, in accordance with the Agreement, to secure the purchase of Goods and/or Services (as defined in Article III, point 3.1, Article IV and Annex No. 1 to the Contract) by the Buyer from the Seller.

**2.4.** The Buyer hereby declares that it is competent to conclude this Contract and to fulfil the obligations contained therein.

**2.5.** The Seller hereby declares that it is competent to conclude this Contract and to fulfil the obligations contained therein.

**2.6.** Unless expressly stated otherwise, the terms used in this Contract shall have the meanings as defined in the Agreement.

**2.7.** Unless otherwise agreed in this Contract, the rights and obligations of the Parties to the Agreement within the meaning of the Agreement are the rights and obligations of the Parties under this Contract. For the avoidance of doubt, contractual penalties and default interest under this Contract are governed by Article IX of the Agreement.

**Article III**

**Subject Matter of the Contract**

**3.1.** The subject matter of this Contract shall be the terms and conditions of purchase and sale of Goods and/or Services as defined in the Description of the Subject-Matter of the Contract (hereinafter referred to as the “**DSMC**”) constituting Annex No. 1 to this Contract (hereinafter referred to as “**Goods**” and/or **“Services**”).

**3.2.** The Seller undertakes to deliver the Goods and/or Services to the Buyer under the terms and conditions set forth in the Agreement, the Description of the Subject-Matter of the Contract, and this Contract, and the Buyer undertakes to accept the Goods and/or Services and pay the price agreed in accordance with the terms and conditions of the Agreement and this Contract.

**3.3.** For the avoidance of doubt, the Buyer is entitled to purchase the Goods separately and/or the Service separately and/or the Goods together with the Service on the basis of this Contract, in compliance with Article III point 3.3 of the Agreement.

**Article IV**

**Goods and/or Services**

**4.1.** The Goods and/or Services are specified in more detail in the DSMC, which forms Annex No. 1 to this Contract.

**4.2.** The Seller undertakes to deliver the Goods and/or Services specified in the DSMC in perfect condition and of the specified quality.

**4.3.** The Goods and/or Services shall be delivered to the place of delivery in accordance with the Agreement in parts (Goods) and/or in whole (Services), in accordance with the Schedule of Delivery of Parts of Goods and Services, which forms Annex No. 3 to this Contract.

**Article V**

**Price**

**5.1.** The price for the Goods and/or Services that are the subject matter of this Contract has been determined in accordance with Act of the National Council of the Slovak Republic No. 18/1996 Coll. on prices, as amended, and its implementing decree No. 87/1996 Coll., which implements Act No. 18/ 1996 Coll. on prices, as amended.

**5.2.** The price for the Goods and/or Services is specified in a structured form in Annex No. 2 to this Contract.

**5.3.** In view of the agreed delivery of the Goods in parts, the Parties have agreed on partial invoicing according to the schedule of deliveries of parts of the Goods, which forms Annex No. 3 to this Contract. In the case of Services, invoicing shall be carried out in accordance with Article VII of the Agreement.

**Article VI**

**Training of the Buyer’s Personnel**

**6.1.** In accordance with the DSMC and the Agreement, the Seller undertakes to provide training [•] to members of the Buyer’s personnel for the maintenance and operation of the Goods, [•] members of the Buyer’s aviation personnel to obtain the type rating for the Goods, and [•] employees of the Buyer for general familiarisation with the type of each delivered Good or part thereof.

**6.2.** For the purpose of conducting the training referred to in point 6.1 of this article, the Seller undertakes to draw up a draft training plan [•] months prior to the delivery of the first Goods. The draft training plan drawn up by the Seller must be submitted to the Buyer within the specified period for discussion and approval. The submitted draft training plan shall be discussed within [•] working days of its submission. If the Buyer does not raise any objections to the submitted draft training plan, it shall approve the draft within [•] working days of its discussion.

**6.3.** The Seller shall be entitled to commence training in accordance with point 6.1 of this article only after the training plan has been approved by the Buyer and after the Buyer has requested the commencement of the relevant training. If the Buyer calls upon the Seller to commence the relevant training, taking into account the specifics of the training, with sufficient advance notice, the Seller undertakes to complete the training no later than [•] working days prior to delivery of the Goods.

**6.4.** As part of the training provided, the Seller shall provide each training participant with training materials in English and written confirmation of completion of the relevant training.

**Article VII**

**Term of the Contract**

**7.1.** This Contract is concluded for a fixed term, namely until the proper and complete delivery of the Goods and/or Services.

**7.2.** With regard to the context of this Contract, the provisions of this Contract the nature of which implies this as well as the obligations arising therefrom shall remain valid and enforceable between the Parties even after the expiry of the term of this Contract.

**Article VIII**

**Termination of the Contract**

* 1. The contractual relationship established by this Contract may be terminated before the period specified in Article VII, point 7.1 of this Contract as follows:
     1. by written agreement of the Parties, effective on the date specified in such agreement; the agreement on the termination of the Contract shall also regulate the claims of the Parties arising from or in connection with the Contract,
     2. by written withdrawal from the Contract by any of the Parties.
  2. Withdrawal from this Contract shall be carried out by written notification from the withdrawing Party to the other Party, stating the reason for withdrawal from the Contract, and shall take effect upon delivery. In case of doubt, the withdrawal shall be deemed to have been delivered on the third day after its dispatch. It shall be delivered to the address of the Party specified in Article I of this Contract.
  3. A material breach of the Contract shall be deemed to have occurred if:
     1. the Seller is more than thirty (30) days late in delivering the Goods and/or Services under the Contract compared to the agreed performance date without giving a reason that would justify the delay (Force Majeure),
     2. the Price is invoiced in violation of the terms agreed in this Contract,
     3. the Seller delivers Goods and/or Services to the Buyer with parameters that are in conflict with this Contract,
     4. the Buyer is in default with payment of an invoice for more than sixty (60) days after its due date,
  4. The Buyer shall also be entitled to withdraw from this Contract in writing if:
     1. bankruptcy proceedings or restructuring have been initiated against the Seller,
     2. the Seller has entered into liquidation,
     3. the Seller acts in breach of this Contract and/or generally binding legal regulations and, upon written call from the Buyer, fails to remedy such conduct and its consequences within a reasonable period of time,
     4. the Seller chooses withdrawal as a claim for defective performance pursuant to Article 436 of the Commercial Code.
  5. Withdrawal from the Contract shall have the consequences specified in the relevant provisions of the Commercial Code, unless the Parties agree otherwise in writing.

**Article IX**

**Final Provisions**

**9.1.** All rights and obligations of the Parties under the Agreement shall also be binding on the Parties under this Contract.

**9.2.** The Contract has the following annexes, which form an integral part of it:

Annex No. 1: Description of the Subject-Matter of the Contract,

Annex No. 2: Purchase Price for the Goods,

Annex No. 3: Schedule of Delivery of Parts of Goods and Services

**9.3.** This Contract may be amended in accordance with generally binding legal regulations only by written numbered amendments agreed upon by both Parties.

**9.4.** In other rights and obligations not regulated by this Contract, the relevant provisions of the Public Procurement Act, Commercial Code and other generally binding legal regulations valid in the territory of the Slovak Republic shall apply.

**9.5.** The Parties declare that they have entered into this Contract freely and seriously, not under duress or under grossly onerous conditions, that they have read and understood it, and that they have no objections to its form and content, which they confirm with their signatures.

**9.6.** This Contract has been executed in five (5) counterparts with the validity of the original, three (3) counterparts will remain with the Buyer and two (2) counterparts will remain with the Seller.

**9.7.** This Contract shall enter into force on the date of signing by both Parties and shall become effective on the day following the date of its publication in the Central Register of Contracts maintained by the Government Office of the Slovak Republic. The publication of the Contract in the Central Register of Contracts shall be ensured by the Buyer.

|  |  |
| --- | --- |
| In Bratislava, on [•] | In Bratislava, on [•] |
| For the Buyer:  Name: [•]  Position: [•] | For the Seller:  Name: [•]  Position: [•] |