



KUJIP017ZW3Q



7067/17

Contract for Work

Entered into pursuant to the agreement between the Contracting Parties and without prejudice to the protection of any of the Contracting Parties under Section 2586 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter the Civil Code)

I. Contracting Parties

The Client:

with its registered office at:

represented by:

Representative for technical matters: Ing. Petr Pavlinec, Head of the IT Department

ID No.:

VAT No.:

Bank details:

Account No.:

The Vysočina Region

Žižkova 57, 587 33 Jihlava

MUDr. Jiří Běhounek, the President of the Region

70890749

CZ70890749

Sberbank CZ, a.s., Jihlava branch

4050005000/6800

and

The Contractor:

with its registered office at:

Represented by:

Representative for technical matters: Cynthia Chow

Bank details:

Account Name:

Swift Address: ICBCTWTP030

Account No.:

The Institute for Information Industry (III)

11F, No. 106, Sec. 2, Hoping E. Rd.,

Taipei 10622, Taiwan, Republic of China

Dr. Tsung - Nan Lin, Vice President and Director General

Mega International Commercial Bank,

South Taipei Branch

No. 9-1, Sec. 2, Roosevelt Road,

Taipei 10093, Taiwan, Republic of China

INSTITUTE FOR INFORMATION INDUSTRY

03053030689

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II. Subject Matter and Purpose of the Contract

1. The purpose of the contract is for the Contractor to implement project: **Delivery and installation of SW components for the Pelhřimov Hospital Smart Lighting System and their integration with the HW system parts** on behalf of the Client.
2. A more detailed description and specification of the subject matter hereof is provided in Annex No. 1 to this Contract.
(hereinafter referred to as the "Work")
3. The Client hereby agrees to take over the Work performed in the quality and within the deadlines provided for by this Contract and to pay the price specified in Article III.1 hereof.

III. Price of the Work

1. The Contracting Parties have agreed that the price for the Work is CZK 839 380 and this price is final and cannot be exceeded.

IV. Term of Performance and Place of Delivery

1. The Contractor agrees to complete and hand over the Work no later than by December 31, 2017.
2. The Work will be delivered in Pelhřimov Hospital, Slovanského bratrství 710, 393 01 Pelhřimov.
3. The Work will be delivered in the form of a handover and acceptance report, signed by authorised representatives of both parties. The person authorised to sign the handover and acceptance report on behalf of the Client is Ing. Petr Pavlinec; the person authorised on behalf of the Contractor is Cynthia Chow.
4. The Client agrees to duly and timely receive the completed Work and pay the price specified in Article III.1.
5. The dates of the commencement and completion of the Work may be postponed due to obstacles to work caused by the Client or force majeure.

V. Payment Terms

1. The price of the Work will be paid through bank transfer subject to an invoice issued by the Contractor after functional units of the Work have been duly handed over and received in the manner specified in Article IV. hereof. The Contractor is entitled to issue an invoice after receiving written approval of functional units by the Client.
2. Invoices must meet the requirements for a tax document pursuant to Act No. 563/1991 Coll., on Accounting, as amended, and Act No. 235/2004 Sb., on Value Added Tax, as amended.
3. The Client is entitled to return the invoice before the expiry of the payment deadline, if the invoice does not contain the requisite elements or if it contains any incorrect information. Upon the legitimate return of an invoice, the original payment period ceases to run. The corrected or revised invoice will include a new payment period.
4. The Contractor shall issue an invoice within 14 days after the mutual approval of the report on the handover and receipt of functional units. The invoice is payable within 30 calendar



days after its provable delivery to the Client. Payment for the purpose hereof means that the relevant amount is debited from the Client's account in favor of the Contractor's account. Payments may only be made in CZK.

5. The Contracting Parties have agreed that the Client will pay to the Contractor the agreed upon price of Work and that the Client will pay the VAT, if applicable, directly to the relevant tax administrator.

VI. Warranty, Liability for Defects

1. The Contractor will guarantee that the subject matter of the Contract is performed pursuant to the Contract and that throughout the specified (warranty) period, it will show properties agreed upon in the Contract. For the purpose hereof, the warranty period shall be defined as 24 months from the handover and receipt by the Contracting Parties.
2. Notwithstanding anything to the contrary herein, the Contractor is not liable for any defects that were caused by applying any supporting documents they received from the Client, which the Contractor, even when after exerting all their best efforts, could not have identified were not fit for the intended purpose, or in the event that the Contractor notified the Client of the unsuitability of the supporting documents, but the Client still insisted on using them.
3. The contractor is obliged to remove the defects no later than 20 business days after the Client has reported the defect.

VIII. Cooperation by the Client

1. The Client agrees to enable the Contractor access to sufficient IT resources that are required for the installation of the server portion of the Work so that the Contractor is able to install it within the deadlines specified herein.
2. The Contractor agrees to use any materials, data and information that may be provided by the Client for the purpose of the performance hereof only to perform the Contract and to protect them against misuse by third parties.

IX. Contractual Fines and Late Payment Interest

1. If the Contractor fails to deliver the Work on time, the Client is entitled to charge a contractual fine equal to 0.05% of the price of the Work for each day of delay.
2. If defective Work is delivered, the Contractor will pay to the Client a contractual fine of 10% of the price of the Work. The payment of any contractual penalty is without prejudice to the Client's right to compensation for damages.
3. If the Client is in default on the payment of the price, the Contractor is entitled to charge the Client a late payment interest penalty equal to 0.05% of the price of the Work for each day of delay.

X. Withdrawal from the Contract

1. The Client may withdraw from the Contract for the following reasons:
 - The performance of the Work is delayed for more than 30 calendar days against the agreed upon deadline,
 - the Contractor enters into liquidation,

- the Contractor declares bankruptcy or bankruptcy is imminent against the Contractor, or an insolvency procedure has started.

The withdrawal will be effective as of the date the withdrawal notice is delivered to the Contractor.

The Contractor is entitled to withdraw from the Contract, unless the Contracting Parties agree otherwise, if the Client is late with payments by more than 30 calendar days against the agreed upon deadline.

2. The Contract may be terminated upon notice sent by the Client. The period of notice is 1 month and starts on the first day of the month following the month when the notice was delivered to the Contractor. In such a case, the Contractor is entitled to be paid under the Contract for all portions of the Work that has been completed prior to the notice being delivered. Any portion of the Work that has been completed will be handed over to the Client within 10 days after the termination takes effect as provided for above.

XI. Other Provisions

1. The Contractor agrees to perform their Work under this Contract diligently. The Contractor agrees to observe all generally binding legal regulations and technical standards that are related to the Work.
2. Upon handover of the Work, the danger of damage to the completed Work and the title to the Work pass to the Client.
3. The Work will be created so that it can be duly used without any interference by third party rights.
4. The Contracting Parties hereby agree to inform each other of all facts that might affect the performance hereof.

XII. Final Provisions

1. The Contract may be amended only by written and numbered amendments, signed by authorised representatives of both parties.
2. Any and all correspondence related to the performance of the Contract will be made by fax, e-mail or registered mail by a person authorised to act on technical matters.
3. As the Client is a public administration entity, the Contractor expressly declares to be aware of this fact and agrees to publish the terms and conditions contained herein to the extent and under conditions that result from the relevant legal regulations, especially Act No. 106/1999 Coll., on Free Access to Information, as amended, and the provision of Section 147a of Act No. 137/2006 Coll., on Public Contracts, as amended. The Contracting Parties agree that any information of a business or technical nature that were disclosed to them by the other party will not be disclosed to third parties without written consent by the other party and will not be used for any purpose other than for the performance hereof.
4. The Contractor expressly agrees that the entire text of the contract, including signatures, will be published in the Public Administration Information System, the Register of Contracts.
5. The Contracting Parties have agreed that any disputes arising from the obligations hereunder will be primarily resolved by mutual agreement. If the Contracting Parties fail to agree, any and all disputes under this Contract or in relation therewith will be resolved before a relevant court under Czech law.



6. The Contract is made in two counterparts of which each has the validity of the original. Each Contracting Party shall receive one counterpart after the Contract has been signed by both Parties.
7. Relationships between the Contracting Parties that are not further regulated by the Contract will follow the relevant provisions of the Civil Code.
8. The Contracting Parties declare that they have thoroughly read the Contract and in witness whereof the authorised representatives of the Contracting Parties have set their hands.
9. The Contract comes into force upon signature by the authorised representatives of the Contracting Parties and becomes effective upon its being published in the Public Administration Information System, the Register of Contracts. The Contracting Parties have agreed that the statutory obligation under Section 5(2) of Act No. 340/2015 Coll., on the Register of Contracts, will be fulfilled by the Client.
10. The contractor's choice was made in accordance with the Rules of the Council of the Vysočina Region for the Public Procurement of 15 May 2017.
11. **An integral part of the Contract is Annex No. 1 – Specification of the Subject Matter of the Contract and Performance Schedule.**

Jihlava, 29 -11- 2017

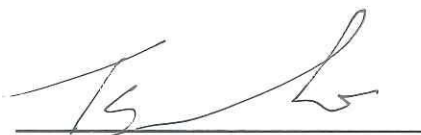
on behalf of the Client

Kraj Vysočina
Žižkova 57, 587 33 Jihlava

MUDr. Jiří Běhounek
President of the Region

Taipei, 29 -11- 2017

on behalf of the Contractor



Dr. Tsung – Nan Lin
Vice President and
Director General



Annex No. 1 – Specification of the Subject Matter of the Contract

Table 1 – SW components for installation

Intangible - Software and services			
Monitoring system: Intelligent Street Lighting Monitoring System (CZ Language and English) for 20 Circuits	1	15 972 Kč	319 440 Kč
Installation and Testing for the System (CZ and English Language)	1	154 000 Kč	154 000 Kč
System Engineering Service for Site Survey, Requirement Analysis and Training	1	330 000 Kč	330 000 Kč
Project Management	1	176 000 Kč	176 000 Kč
Shipping for Hardware Equipment	1	53 240 Kč	53 240 Kč
Local Technical and Language services	1	70 700 Kč	70 700 Kč

Total payment 839 380 Kč

Table 2 – HW components for integration

Monitoring system and installation		
Smart meter consumption	Smart Meter (AEM-DR125)	14
Smart meter link module	Smart Meter with I/O Module (AEM-DR125+OR5)	3
Communication Gateway for Smart Meter	Gateway (AEG-300)	2
Protective outdoor cabinet	Water Proof Control Box	1
Lux Sensor	Lux Sensor	1
Installation material	Installation Material - Electromagnetic (50A~200A) - Fuse, Surge Protection, Installation Material	1

