

## Výzva na predkladanie ponúk

### (Prieskum trhu)

v rámci realizácie procesu zadávania zákazky, ktorej verejný obstarávateľ poskytne viac ako 50% alebo 50% a menej finančných prostriedkov na dodanie tovaru, uskutočnenie stavebných prác a poskytnutie služieb z NFP podľa aktuálne platnej Jednotnej príručky pre žiadateľov / prijímateľov k procesu a kontrole verejného obstarávania / obstarávania (verzia 2), účinnej od 31. marca 2022 (ďalej v texte výzvy na predkladanie ponúk budeme uvádzať len ako „príručka“ v príslušnom gramatickom tvare)

### Predmet zákazky:

**“Výroba a testovanie 600 ks prizmatických článkov“**

InoBat Auto j.s.a.  
Marián Boček,  
predseda predstavenstva

InoBat Auto j.s.a.  
Vazil Hudák,  
člen predstavenstva

V Banskej Bystrici, dňa 21.07.2023

**1. IDENTIFIKÁCIA ZADÁVATEĽA**

Názov zadávateľa: InoBat Auto j.s.a.

IČO: 52 648 192

Sídlo zadávateľa: Dolná 5, 974 01 Banská Bystrica

Kontaktné údaje zadávateľa:

Kontaktná adresa: InoBat Auto j.s.a., Mostová 6, 811 02 Bratislava - Staré Mesto

Krajina: Slovenská republika

Kontaktná osoba: Jakub Šimkovič

Telefón: +421 911 047 927

E-mail: [jakub.simkovic@inobat.eu](mailto:jakub.simkovic@inobat.eu)

Webová stránka: [www.inobatauto.eu](http://www.inobatauto.eu)

**2. PREDMET ZÁKAZKY**

2.1 Názov predmetu zákazky:

“Výroba a testovanie 600 ks prizmatických článkov“

2.2 Nomenklatúra

Spoločný slovník obstarávania (CPV)

Hlavný predmet:

73100000-3 Výskum a experimentálny vývoj

2.3 Stručný opis predmetu zákazky

Predmetom zákazky je výroba 600 ks prizmatických pevných puzdiel MEB 33/44mm s použitím chémie podľa pokynov InoBat Auto.

Dodávateľ služby poskytuje kalkuláciu ceny na základe interného zváženia použitia vlastného majetku, nákladov na elektrinu a spotrebný materiál, ako aj nákladov na prácu.

Použité suroviny, sú založené na vlastnom výskume spoločnosti InoBat, ktorá tiež poskytne zoznam materiálov dodávateľovi. Zodpovednosťou dodávateľa bude výroba článkov a ich validácia vo vlastnom zariadení.

Prototyp prizmatických článkov bude slúžiť na overenie chémie vyvinutej spoločnosťou InoBat Auto v rámci jej projektu IPCEI (Important Projects of Common European Interest).

2.4 Predpokladaná hodnota zákazky:

Neurčuje sa.

2.5 Platobné podmienky:

Platobné podmienky sú uvedené v zmluve, ktorá sa nachádza v Prílohe č. 3 a je neoddeliteľnou súčasťou tejto výzvy.

**3. ROZDELENIE PREDMETU ZÁKAZKY**

3.1 Predmet zákazky nie je rozdelený na časti.

3.2 Odôvodnenie nerozdelenia predmetu zákazky na časti:

Predmetom zákazky je dodávka komplexného vývoja v rámci viacerých fáy, priebežne upravovaných počas samotného výskumu. Tieto nie je možné obstarávať z technických dôvodov samostatne, nakoľko sú technologicky previazané. Rozsah predmetu zákazky je štandardným rozsahom, ktorý komplexne poskytujú relevantní dodávateľia na trhu.

3.3 Zúčemca musí predložiť ponuku na celý požadovaný rozsah predmetu zákazky. Predložením ponuky sa stáva zo zúčemcu uchádzač.

#### 4. VARIANTNÉ RIEŠENIE

4.1 Neumožňuje sa predložiť variantné riešenie.

4.2 Ak súčasťou ponuky bude aj variantné riešenie, variantné riešenie nebude zaradené do vyhodnotenia a bude sa naň hľadieť akoby nebolo predložené.

#### 5. MIESTO A TERMÍN DODÁVKY PREDMETU ZÁKAZKY

5.1 Miesto dodávky predmetu zákazky:

Miesto výskumných laboratórií uchádzača kdekoľvek na svete.

5.2 Termín dodávky predmetu zákazky:

Do 3 mesiacov odo dňa podpisu zmluvy.

#### 6. ZDROJ FINANČNÝCH PROSTRIEDKOV

Predmet zákazky bude financovaný zo zdrojov z fondov Európskej únie a z vlastných zdrojov zadávateľa. Operačný program: Integrovaná infraštruktúra. Kód výzvy: OPII-MH/DP/2021/9.5-34

#### 7. DRUH ZÁKAZKY A TYP ZMLUVY

7.1 Zákazka na dodanie služieb.

7.2 Zadávateľ uzavrie s úspešným uchádzačom predmetného zadávania zákazky zmluvu podľa Prílohy č. 3, ktorá je neoddeliteľnou súčasťou tejto výzvy na predkladanie ponúk.

#### 8. LEHOTA VIAZANOSTI PONUKY

Ponuka predložená je viazaná do: 29.09.2023

#### 9. OBHLIADKA MIESTA DODÁVKY PREDMETU ZÁKAZKY

Nie je potrebná, nakoľko sa dodávka zmluvného výskumu dodá v kapacitách dodávateľa.

#### 10. NÁKLADY A VÝDAVKY NA VYPRACOVANIE A PREDLOŽENIE PONUKY

10.1 Všetky náklady a výdavky spojené s prípravou a predložením ponuky znáša zúčemca bez finančného nároku voči zadávateľovi.

10.2 Ponuky doručené na adresu zadávateľa v lehote na predkladanie ponúk sa uchádzačom nevracajú. Zostávajú ako súčasť dokumentácie predmetného zadávania zákazky.

#### 11. MIESTO, SPÔSOB A LEHOTA NA PREDKLADANIE PONUKY

11.1 Ponuku je potrebné doručiť na adresu: [jakub.simkovic@inobat.eu](mailto:jakub.simkovic@inobat.eu).

11.2 V predmete ponuky odporúčame uviesť: "Výroba a testovanie 600 ks prizmatických článkov"

11.3 Lehota na predkladanie ponúk je stanovená do 31.07.2023 do 12.00 hod.

Ponuky predložené po stanovenej lehote na predkladanie ponúk nebudú akceptované.

#### 12. OTVÁRANIE, HODNOTENIE A VYHODNOTENIE PONÚK

Zadávatel' bude otvárať a hodnotiť tie ponuky, ktoré doručia uchádzači v lehote na predkladanie ponúk a spôsobom určeným v bode 11 tejto výzvy na predkladanie ponúk. Otváranie a hodnotenie ponúk bude neverejné.

Ak bude predložená viac ako jedna ponuka, zadávateľ vyhodnocuje splnenie požiadaviek na predmet zákazky a splnenie podmienok účasti po vyhodnotení ponúk na základe kritériá na vyhodnotenie ponúk (najnižšia cena v EUR bez DPH), a to iba v prípade uchádzača, ktorý sa umiestnil na prvom mieste v poradí (t.j. požiadavky na predmet zákazky a podmienky účasti bude zadávateľ hodnotiť len u uchádzača, ktorý predloží najnižšiu cenovú ponuku). Zadávateľ požiada uchádzača o vysvetlenie alebo doplnenie dokladov predložených v ponuke, ak z predložených dokladov nemožno posúdiť ich platnosť, splnenie podmienky účasti alebo splnenie požiadavky na predmet zákazky. Ak uchádzač v lehote určenej zadávateľom nedoručí vysvetlenie alebo doplnenie predložených dokladov, alebo ak aj napriek predloženému vysvetleniu ponuky podľa záverov zadávateľa nespĺňa podmienky účasti alebo požiadavky na predmet zákazky, zadávateľ ponuku tohto uchádzača vylúči a vyhodnocuje splnenie podmienok účasti a požiadaviek na predmet zákazky u ďalšieho uchádzača v poradí, (t.j. u uchádzača, ktorý predloží druhú najnižšiu ponuku a tak ďalej).

Po vyhodnotení ponúk v zmysle vyššie uvedeného, zadávateľ oznámi všetkým uchádzačom, ktorých ponuky sa vyhodnocovali, výsledok vyhodnotenia ponúk. Úspešnému uchádzačovi zadávateľ oznámi, že jeho ponuka bola vyhodnotená ako úspešná, zadávateľ ju prijíma a zároveň bude uchádzač vyzvaný na riadnu súčinnosť potrebnú na uzavretie zmluvy (úspešný uchádzač je povinný doručiť podpísanú zmluvu podľa inštrukcií uvedených vo výzve na riadnu súčinnosť potrebnú na uzatvorenie zmluvy do 10-tich pracovných dní od doručenia tejto výzvy úspešnému uchádzačovi). Neúspešným uchádzačom, zadávateľ oznámi, že neuspeli.

### 13. SPÔSOB URČENIA CENY – CENOVEJ PONUKY

13.1 Cena za predmet zákazky musí byť stanovená v súlade so zákonom o cenách v znení neskorších predpisov a vyhlášok (v súlade s aktuálne platnou legislatívou).

13.2 Cena za predmet zákazky musí byť vyjadrená ako cena za kompletne plnenie predmetu zákazky. Cena, ktorú uchádzač v ponuke uvedie, sa za takú považovať aj bude.

13.3 Záujemca naceňuje kalkuláciu ceny podľa Prílohy č. 2 - Kalkulácia ceny, ktorá je neoddeliteľnou súčasťou tejto výzvy na predkladanie ponúk. Cena, ktorú uvedie uchádzač vo svojej ponuke, musí zodpovedať cenám obvyklým v danom mieste a čase. Cena môže obsahovať maximálne dve desatinné miesta.

### 14. KRITÉRIUM NA VYHODNOTENIE PONÚK

Jediným kritériom na vyhodnotenie ponúk je najnižšia cena v EUR bez DPH za kompletne plnenie predmetu zákazky.

### 15. JAZYK PONUKY

Ponuka uchádzača musí byť predložená v slovenskom alebo českom jazyku. Ak má tento sídlo mimo územia Slovenskej republiky, doklady a dokumenty tvoriace súčasť ponuky musia byť predložené v pôvodnom jazyku a súčasne musia byť preložené do slovenského jazyka (nevyžaduje sa úradný preklad), okrem dokladov predložených v českom jazyku.

### 16. ĎALŠIE INFORMÁCIE

16.1 Dorozumievanie medzi záujemcami/uchádzačmi a zadávateľom sa bude uskutočňovať elektronicky (emailom), písomne, doručením poštovou prepravou, kuriérom, osobne alebo ich kombináciou a to z dôvodu, aby všetky procesné úkony predmetného zadávania zákazky boli riadne, nespochybniteľne, preukázateľne zaznamenané a kompletná dokumentácia zo zrealizovaného zadávania zákazky od

preukázateľného oslovenia záujemcov (*záujemci budú oslovení e-mailom*), až po uzavretie zmluvy s úspešným uchádzačom, bola v súlade s princípmi obstarávania, jednoznačne a nespochybniteľne archivovaná, najmä pre účely potenciálnej kontroly zo strany oprávnených osôb na výkon kontroly uvedených v bode 16.5 v tejto výzve na predkladanie ponúk. Kontaktná osoba zadávateľa a údaje na ňu, sú uvedené v bode 1 v tejto výzve na predkladanie ponúk.

16.2 Zadávateľ si vyhradzuje právo zrušiť predmetné zadávanie zákazky a to najmä z dôvodov keď:

- ani jeden uchádzač nesplní podmienky uvedené vo výzve na predkladanie ponúk,
- ak sa zmenili okolnosti, za ktorých sa vyhlásilo obstarávanie (pozn. tieto okolnosti je zadávateľ povinný pomenovať a odôvodniť zrušenie postupu zadávania zákazky, medzi tieto okolnosti patrí aj situácia, ak cena úspešného uchádzača presiahne maximálne finančné zdroje zadávateľa).

16.3 V prípade, ak budú požadované dokumenty podpísané inou osobou ako je pri fyzickej osobe majiteľ (*živnostník*) alebo u právnickej osoby štatutárny orgán (konateľ alebo prokurista alebo predseda, podpredseda alebo člen predstavenstva alebo komplementár alebo iná oprávnená osoba podľa výpisu z obchodného registra alebo iného obdobného dokumentu), je potrebné, aby bolo súčasťou ponuky aj splnomocnenie preukazujúce oprávnenosť podpísania požadovaných dokladov osobou, ktorá ich podpísala.

16.4 Úspešný uchádzač, s ktorým bude uzavretá zmluva, je povinný poskytnúť súčinnosť pri vykonávaní finančnej kontroly, strieť výkon kontroly/auditú súvisiaceho s dodávaným tovarom, službami a stavebnými prácami kedykoľvek počas platnosti a účinnosti Zmluvy o poskytnutí NFP, ktorú plánuje mať zadávateľ uzatvorenú s poskytovateľom NFP, a to oprávnenými osobami na výkon tejto kontroly/auditú a poskytnúť im všetku potrebnú súčinnosť. Oprávnené osoby na výkon kontroly/auditú sú najmä:

- a) Poskytovateľ a ním poverené osoby,
- b) Útvár vnútorného auditu Riadiaceho orgánu alebo Sprostredkovateľského orgánu a nimi poverené osoby,
- c) Najvyšší kontrolný úrad SR, Úrad vládneho auditu, Certifikačný orgán a nimi poverené osoby,
- d) Orgán auditu, jeho spolupracujúce orgány a osoby poverené na výkon kontroly/auditú,
- e) Splnomocnení zástupcovia Európskej Komisie a Európskeho dvora auditorov,
- f) Orgán zabezpečujúci ochranu finančných záujmov EÚ,
- g) Osoby prizvané orgánmi uvedenými v písm. a) až f) v súlade s príslušnými Právnymi predpismi SR a právnymi aktmi EÚ.

16.5 S úspešným uchádzačom bude podpísaná rámcová zmluva zohľadňujúca v plnom rozsahu osobitné podmienky, ktorým podlieha plnenie zmluvy podľa tejto výzvy na predkladanie ponúk a opisu predmetu zákazky podľa podkladov, neobsahujúca žiadne podmienky, ktorými by sa obmedzila alebo poprela platnosť týchto požiadaviek zadávateľa a to podľa zmluvy, ktorá je súčasťou tejto výzvy na predkladanie ponúk.

Zmluva podlieha úpravám v zmysle požiadaviek poskytovateľa NFP, takéto úpravy sa zmluvné strany zaväzujú vykonať (v prípade takejto potreby bude uzatvorený dodatok k zmluve). Zadávateľ a úspešný uchádzač môžu po spoločnej dohode vykonať zmeny alebo doplnenia v texte vzorovej zmluvy pred jej uzatvorením, najmä ale len pokiaľ ide o drobné technické úpravy alebo spresnenia avšak len za predpokladu, že tieto zmeny alebo doplnenia nebudú v rozpore s podkladmi a s ponukou predloženou úspešným uchádzačom.

Za rozpor údajov uvedených v podkladoch a údajov uvedených v ponuke predloženej úspešným uchádzačom sa nepovažujú prípadné nevyhnutné úpravy textu zmluvy vykonané za účelom dosiahnutia súladu s platnou legislatívou, ak by takýto rozpor týkajúci sa obdobia plnenia zmluvy bol zistený.

V prípade ak medzi lehotou na predkladanie ponúk a lehotou určenej na podpis zmluvy s úspešným uchádzačom príde k drobným zmenám/úpravám (uvedené zmeny/úpravy sa týkajú údajov, ktoré sa nachádzajú v zmluve), či už na strane zadávateľa alebo na strane úspešného uchádzača (ide napr. o zmeny ako: zmena štatutárov, zmena kontaktných údajov, zmena bankových údajov a pod.) a tieto zmeny nemali ani nemohli mať vplyv na priebeh alebo výsledok predmetného zadávania zákazky, zaväzuje sa zadávateľ resp. úspešný uchádzač takéto zmeny vykonať v rámci výzvy na uzatvorenie zmluvy.

**17. OBSAH PONUKY**

Ponuka, ktorú predloží záujemca / uchádzač musí obsahovať nasledovné doklady a dokumenty:

17.1 Vyplnená špecifikácia predmetu zákazky uvedená v Prílohe č. 1 v tejto výzve na predkladanie ponúk, ktorá musí byť vyplnená podľa uvedených inštrukcií. Uchádzač musí na všetky požiadavky na predmet, uvedené v tejto prílohe, uviesť, že ich spĺňa, teda „ÁNO“.

17.2 Nacenená kalkulácia ceny podľa Prílohy č. 2 v tejto výzve na predkladanie ponúk.

17.3 Čestné vyhlásenie uchádzača, že nemá uložený zákaz účasti vo verejnom obstarávaní a o neprítomnosti konfliktu záujmov podľa Prílohy č. 4, ktorá je neoddeliteľnou súčasťou tejto výzvy na predkladanie ponúk.

17.4 Čestné vyhlásenie o súhlase s obchodnými podmienkami a s požiadavkami na predmet zákazky podľa Prílohy č. 5, ktorá je neoddeliteľnou súčasťou tejto výzvy na predkladanie ponúk.

17.5 Čestné vyhlásenie o subdodávateľoch podľa Prílohy č. 6, ktorá je neoddeliteľnou súčasťou tejto výzvy na predkladanie ponúk.

17.6 Doklad o tom, že uchádzač je oprávnený dodávať predmet zákazky. Uchádzač tento požadovaný doklad preukáže predložením aktuálne platného výpisu z obchodného registra alebo aktuálne platného výpisu zo živnostenského registra alebo iným aktuálne platným obdobným dokladom, preukazujúcim tú skutočnosť, že uchádzač je oprávnený dodávať predmet zákazky. Akceptovaný je aj doklad – výpis z obchodného registra na internete ([www.orrsr.sk](http://www.orrsr.sk) alebo [www.zrsr.sk](http://www.zrsr.sk)) za predpokladu, že sa v ňom nachádzajú aktuálne údaje. Zadávateľ na účely tohto bodu na tomto mieste vyhlasuje, že bude akceptovať v ponuke uchádzača aj hypertextový link na príslušný register, vedený štátnym orgánom, ak bude v čase predkladania ponuky stále platný (uchádzač nemusí predkladať samotný výpis pod týmto linkom).

**NEODDELITELNÉ PRÍLOHY TEJTO VÝZVY NA PREDKLADANIE PONÚK SÚ:**

**PRÍLOHA Č. 1 - ŠPECIFIKÁCIA PREDMETU ZÁKAZKY**

**PRÍLOHA Č. 2 - KALKULÁCIA CENY**

**PRÍLOHA Č. 3 - ZMLUVA**

**PRÍLOHA Č. 4 - ČESTNÉ VYHLÁSENIE UCHÁDZAČA, ŽE NEMÁ ULOŽENÝ ZÁKAZ ÚČASTI VO VEREJNOM OBSTARÁVANÍ A O NEPRÍTOMNOSTI KONFLIKTU ZÁUJMOV**

**PRÍLOHA Č. 5 - ČESTNÉ VYHLÁSENIE O SÚHLASE S OBCHODNÝMI PODMIENKAMI A S POŽIADAVKAMI NA PREDMET ZÁKAZKY**

**PRÍLOHA Č. 6 - ČESTNÉ VYHLÁSENIE O SUBDODÁVATEĽOCH**

**PRÍLOHA 1 - ŠPECIFIKÁCIA PREDMETU ZÁKAZKY**

Predmetom zákazky je výroba 600 ks prizmatických pevných puzdier MEB 33/44mm s použitím chémie podľa pokynov InoBat Auto. Dodávateľ služby poskytuje kalkuláciu ceny na základe interného zváženia použitia vlastných prostriedkov, nákladov na elektrinu a spotrebný materiál, ako aj nákladov na prácu.

Výber použitých materiálov bude založený na vlastnom výskume spoločnosti InoBat Auto, ktorá tiež poskytne zoznam materiálov dodávateľovi. Zodpovednosťou dodávateľa bude výroba článkov a ich validácia vo vlastnom zariadení.

Prototyp prizmatických článkov bude slúžiť na overenie chémie vyvinutej spoločnosťou InoBat Auto v rámci jej projektu IPCEI (Important Projects of Common European Interest). Tento projekt získaval národné financovanie IPCEI na Slovensku (prostredníctvom Európskych štrukturálnych fondov) a cieľom je dosiahnuť formát MEB 44 mm s chémiou **811** a katódou s **vysokým obsahom Ni** a **anódou s vysokým obsahom Si**. Kvôli komplexnosti výskumu a znižovania rizík je projekt rozdelený do 3 fáz:

- Fáza 1) 622/G chémia MEB 33;
- Fáza 2) 622/G chémia MEB 44; obe na overenie použitia chémie InoBat v prototypoch prizmatických článkov;
- Fáza 3) a chémia článkov s katódou s vysokým obsahom Ni a anódou s vysokým obsahom Si v MEB 44, fáza 3.

V prvých dvoch fázach sa postaví 200 článkov s NCM 622 a grafitom ako minimálny uskutočniteľný produkt (minimum viable product/MVP). Budú testované a analyzované na overenie chémie článku a dizajnu batériového článku. Výsledky budú posúdené členmi tímu, odborníkmi a potenciálnymi zákazníkmi, aby získali komplexné názory a spätnú väzbu od kľúčových zainteresovaných strán. Preto výrazne znížia celkové riziká zlyhania.

<b>Názov predmetu zákazky:</b> Výroba a testovanie 600 ks prizmatických článkov
Predmetom zákazky je výroba 200 + 200 ks prizmatických článkov MEB 33/44mm s použitím chémie InoBat Auto a 200 ks NMC811, katóda high-Ni, high-Si anóda. Dodávateľ služby poskytuje kalkuláciu ceny na základe interného zváženia použitia vlastných prostriedkov, nákladov na elektrinu a spotrebný materiál, ako aj nákladov na prácu. Dodanie celého rozsahu zákazky je do 3 mesiacov od podpisu zmluvy. Technické/výrobné požiadavky: 3 fázy výroby Testovanie Certifikácia Prístup k údajom

Výroba 600 ks prizmatických článkov Množstvo: 200ks pre fázu 1 + 200ks pre fázu 2 + 200ks pre fázu 3			
Položka č.	Parameter/diel položky	Požiadavky na parametre/popis (uchádzač musí spĺňať všetky požadované parametre)	Parametre ponúkané uchádzačom
I.	Fáza 1 chémia 622/Gr v rozmeroch 33/220/105		
1.	Prístup k prizmatickej montážnej a formovacej linke	Áno	Áno/Nie
2.	Prístup do laboratória na testy IQC, ad hoc skúmanie (s kapacitou na vykonávanie testov, ako je opísané v tabuľke 1)	Áno	Áno/Nie

3.	Testovanie prizmatických článkov podľa tabuľky 2	Áno	Áno/Nie
4.	Materiál (zoznam poskytol InoBat)	Áno	Áno/Nie
5.	Požadovaný počet 200 článkov	Áno	Áno/Nie
<b>II.</b>	<b>Fáza 2 chémia 622/Gr v rozmeroch 44/220/105</b>		
1.	Prístup k prizmatickej montážnej a formovacej linke	Áno	Áno/Nie
2.	Prístup do laboratória na testy IQC, ad hoc skúmanie (s kapacitou na vykonávanie testov, ako je opísané v tabuľke 1)	Áno	Áno/Nie
3.	Testovanie prizmatických článkov podľa tabuľky 2	Áno	Áno/Nie
4.	Materiál (zoznam poskytol InoBat)	Áno	Áno/Nie
5.	Požadovaný počet 200 článkov	Áno	Áno/Nie
6.	Nástroje pre 44 mm formát	Áno	Áno/Nie
<b>III.</b>	<b>Fáza 3 chémia 811/Gr+Si v rozmeroch 44/220/105</b>		
1.	Prístup k prizmatickej montážnej a formovacej linke	Áno	Áno/Nie
2.	Prístup do laboratória na testy IQC, ad hoc skúmanie (s kapacitou na vykonávanie testov, ako je opísané v tabuľke 1)	Áno	Áno/Nie
3.	Testovanie prizmatických článkov podľa tabuľky 2	Áno	Áno/Nie
4.	Materiál (zoznam poskytol InoBat)	Áno	Áno/Nie
5.	Požadovaný počet 200 článkov	Áno	Áno/Nie

Tabuľka 1 IQC testy

Testovacie položky	Testovacie vzorky	Veľkosť vzorky
<b>1.1 Vstupná kontrola surovín</b>		
Karl Fischer analyzátor vlhkosti	Aktívne materiály, spojivá, Vodivé prísady	1 na dávku
Testy čistoty	horný uzáver, kryt Al	1 na dávku
SEM	Elektródy	6 na dávku
ICP	Aktívne materiály kryt Al Vrchný uzáver	1 na dávku
XRD	Grafit	1 na dávku
<b>1.2 EOL testy</b>		
Kapacita	Články	Všetky
Rýchlosť samovybíjania (hodnota K)	Články	Všetky
ACIR	Články	Všetky
DCIR	Články	Všetky
Rozmery	Články	Všetky
CMM/ Meranie kvadratického prvku	Články	5 na dávku

Tabuľka 2 Testovanie článkov

Testovacie položky	Veľkosť vzorky
OCV-SOC	2 na dávku
Kapacita@ dif. teploty	2 na dávku
DCIR ( 10 s, 18 s, 30 s)	2 na dávku
EIS	1 na dávku



HPPC	2 na dávku
Mapa prúdu/mapa výkonnosti	1 na dávku
Životnosť cyklu@ dif. teplota	2 na dávku
Prienik klincom	2 na dávku
Vibrácie	1 na dávku
Mechanický šok	1 na dávku
Rozdrvenie	1 na dávku
Cyklovanie teploty	1 na dávku
Vonkajší skrat	1 na dávku
Prefáženie	3 na dávku
Nútené vybitie	1 na dávku
Vysoká teplotná odolnosť	1 na dávku
ARC	1 na dávku

PRÍLOHA Č. 2 – KALKULÁCIA CENY

Názov predmetu zákazky:	Výroba a testovanie 600 ks prizmatických článkov
Rozdelenie predmetu zákazky na časti:	nie
Názov zadávateľa zákazky:	InoBat Auto j.s.a., Dolná 5, 974 01 Banská Bystrica
Uchádzač (názov a sídlo):	vyplní záujemca
IČO:	vyplní záujemca
Platiteľ DPH:	vyplní záujemca (uvedie ÁNO alebo NIE)
Kontaktná osoba:	vyplní záujemca
Kontaktný e-mail:	vyplní záujemca
Kontaktný telefónne číslo:	vyplní záujemca

**KALKULÁCIA CENY / Cenová kalkulácia**

Položka č.	Položka	Objem	Cena v eurách bez DPH za uvedený objem	Cena v eurách vrátane DPH 20%
1	Výroba a testovanie prizmatických článkov	600 ks		
Celková cena v EUR bez DPH (Na kompletnú realizáciu (dodanie) Rozsahu zmluvy)				

Čestne prehlasujeme, že akceptujeme všetky požiadavky zadávateľa a tieto požiadavky sme zahrnuli do predloženej cenovej ponuky. Zároveň potvrdzujeme, že nami vypracovaná cenová ponuka zodpovedá cenám obvyklým v danom mieste a čase.

V ..... dňa .....

-----  
Meno, priezvisko, funkcia, podpis a pečiatka  
(v prípade ak pečiatku uchádzač používa)  
štatutárneho zástupcu oprávneného vystupovať  
za uchádzača alebo inú oprávnenú osobu resp. osoba  
splnomocnená na zastupovanie uchádzača

## Research and Development Agreement

This Research and Development Agreement ("**Agreement**") is made by and between:

- (1) **InoBat Auto j.s.a.**, with its seat at Dolná 5, 974 01 Banská Bystrica, Slovak Republic, company identification No. 52 648 192, registered in the Commercial Register of District Court Banská Bystrica, section: Sja, file no.: 17/S ("**Client**");
- (2) [●], with its seat at [●] ("**Supplier**");  
(**Client** jointly with the **Supplier** as the "**Parties**" and each individually also as a "**Party**").

### PREAMBLE

- A. The Client is a newly established entity setting up an R&D center in Slovakia for the development and testing of batteries, planning to provide its own customized batteries to the European vehicle manufacturers Client has acquired a non-repayable financial contribution for the implementation of the project named "Construction of a pilot production line for Li-Ion batteries with a research an development center", Project code ITMS2014+: 313012CAP4 (hereinafter referred to as "**Project**").
- B. This Agreement is based on results of market research and survey as published at [www.partnerskadohoda.gov.sk](http://www.partnerskadohoda.gov.sk) and sent for bids for various suppliers. This Agreement shall establish a Research&Development relationship based on the needs of the Client in the course of battery chemistry evaluation and testing. This Agreement confirms that the Supplier has any and all laboratory and personnel equipment in order to deliver the scope of this Agreement.

### 1. SUBJECT MATTER

- 1.1. On the basis of this Agreement and under the conditions agreed therein, the Supplier undertakes to provide Services for Client as specified in Schedule No. 1 ("**Services**"), which forms integral part of this Agreement. Client shall order Services based on his actual needs for any period (week, month or longer) and the Supplier will confirm such order if it has sufficient capacity for it.
- 1.2. The scope and specification of the Services are set out in Schedule No. 1. Additional specification and delivery of services is possible based on the instructions given by the Client in writing, verbally, by electronic means or in other suitable form, in the event that it is required by operational needs.
- 1.3. For the provision of the Services Client undertakes to pay the Price, as defined in the Schedule No. 2 of this Agreement. The Price is determined in accordance with the cost principles set out in Schedule No. 2 and reflects all costs for the Services provided.

### 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1. Supplier represents and warrants that the Services shall be performed in accordance with Schedule No. 1 and shall be correct and appropriate for the designated Purpose. Supplier represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Supplier is bound.

- 2.2. The Supplier hereby declares that at the moment of signature of this Agreement, he is registered in the Register of Public Sector Partners of the Slovak Republic in accordance with Act no. 315/2016 Coll. on the register of public sector partners as amended ("**Registration**").
- 2.3. The Supplier is obliged, prior to the commencement of the provision of the Services, to provide the list of all subcontractors he will use for performance of this Agreement. The Supplier is obliged to list all used subcontractors within the Schedule No. 3, optionally submit a statement that it will not use any subcontractors. All subcontractors with the scope of delivery above € 100.000 shall be subject to registration duty according to this paragraph. The duty to list any subcontractor shall apply to the Supplier in any case when he decides to use a new one during the validity of this Agreement.
- 2.4. Client is obliged to provide the Supplier with the information and other cooperation necessary for the provision of Services.
- 2.5. All the documents, equipment, tools, and information provided to the Supplier remain the exclusive property of the Client; the Supplier is obliged to protect such documents, equipment, tools or information from any damage, loss, destruction, misuse or unauthorized disclosure to third parties, whereby the Client is allowed to use same exclusively in connection with or for the purpose of providing Services.

### 3. REMUNERATION AND EXPENSES

- 3.1. The Parties have agreed that the Supplier is entitled to remuneration for the provision of Services ("**Price**").
- 3.2. The Price, as well as the cost principles on the basis of which it was determined, is contained in Schedule No. 2, which forms an integral part of this Agreement.
- 3.3. The right to payment of the Price arises to Supplier upon proper fulfillment of its obligations, i.e., proper provision of Services. The Price will be invoiced by Supplier on monthly basis and according to scope of services having been delivered for the previous period and in accordance with Schedule No. 2 of this Agreement. The invoice must be accompanied by a signed handover protocol to the delivered Services. To avoid any doubts, this Agreement is a framework agreement and Supplier has no right to request the delivery of the whole scope of the Agreement but is entitled to refuse performance of Services or part of it, if such performance is out of the Supplier's capacity. Supplier shall be entitled to submit an invoice on a shorter basis (unfinished month) if Parties agree so.
- 3.4. The invoice is due within thirty (30) days from its issuance, if it was delivered to the Client at least seven (7) days before its due date.

### 4. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

- 4.1. Each Party shall retain all rights, titles, and interests in and to its respective Background Technology. "**Background Technology**" as used herein shall mean technology of a Party already existing, known to, developed or reduced to practice, by or for one of the Parties before the effective date of this Agreement, or after the effective date this Agreement, but independent of the provided Services.
- 4.2. To the extent Background Technology of Supplier is necessary in order for Client to use the rights granted to Project Technology (as defined bellow) as set forth in Article 4.3., Supplier agrees to grant and hereby grants to Customer a non-exclusive, worldwide, perpetual, sublicensable, transferable, royalty-free right to use said Background Technology Controlled by Supplier, solely in conjunction with the rights to Project Technology. For clarification, such license rights are sublicensable and transferable only in connection with a sublicense or transfer, as applicable, of the relevant Project Technology, and not alone. "**Controlled**" as used herein means that Supplier has the legal ability to grant a license as provided in this Agreement without violating the terms of any agreement or

other arrangement with any third party and without requiring the payment of additional consideration specifically in connection with such grant.

- 4.3. Any other technology (not specified in Article 4.1. and 4.2. above) developed or created during the performance of the Services and all intellectual property rights related thereto and shall be owned exclusively by Customer ("**Project Technology**"). Customer shall therefore be free to fully exploit such Project Technology for all purposes without accounting to the Supplier, for avoidance of any doubt, it shall include any purpose related to the Project at least until the end of the Project's Sustainability Period and Customer shall be free to transfer any Project Technology or provide it partially or entirely to a third party, while such a license is provided free of charge and unconditionally.
- 4.4. The Parties agreed that Customer has, inter alia, the exclusive right to (1) grant a Project Technology license to a third party and shall have the sole right to collect all royalties and other revenues generated therefrom and (2) establish a lien or other in-rem right to the benefit of a third party.
- 4.5. The Customer shall be responsible, in its discretion, for prosecuting and enforcing any patent applications with respect to any Project Technology. Supplier shall reasonably cooperate, at the expense of the Customer, to take steps as requested by the Customer to prosecute and enforce such intellectual property.
- 4.6. The Supplier undertakes that, without the prior consent of the Customer and without a granted license agreement, it will not file any patent that would contain any information related to Project Technology.
- 4.7. In the event that the Supplier violates the prohibition to file any patent, as stated in point 4.6. of this Agreement, the Supplier agrees that the Customer owns all rights from such a patent and, at the same time, the Supplier undertakes to transfer such patent to the Customer without delay.
- 4.8. The list of authors, manufacturers and subcontractors of the Supplier shall constitute the Annex no. 3 to the Agreement.

## 5. **CONFIDENTIALITY**

- 5.1. Either Party including, its affiliates and representatives ("**Discloser**") may disclose or provide confidential information to the other Party ("**Recipient**") in connection with this Agreement. Confidential information of Discloser means all non-public information relating to Discloser's products, technology, finances, costs, forecasts, business, vendors, partners and users that is (a) identified in writing as confidential at the time of disclosure or, if disclosed verbally, is identified as confidential in writing (by email being sufficient) within 30 days of the disclosure, (b) designated as "Confidential Information", or (c) reasonably understood, given the nature of the information or the circumstances, to be confidential ("**Confidential Information**").
- 5.2. Recipient will (a) use the Confidential Information of Discloser only to perform its obligations and exercise its rights under this Agreement, (b) protect Discloser's Confidential Information from their unauthorized use, disclosure or other misuse to the same extent it protects its own trade secret, and (c) not disclose the Confidential Information of Discloser to any third party except to third parties that have a need to know the Confidential Information to perform Recipient's obligations or exercise its rights. Upon any expiration or termination of the Agreement or upon the request of Discloser, Recipient will return or destroy, at Discloser's option, all Confidential Information of Discloser and any copies thereof, except to the extent that Recipient requires such Confidential Information to exercise any surviving rights.

- 5.3. The restrictions on use and disclosure in Art. 5.2. will not apply to information that (a) is or becomes generally available to the public without Recipient's breach, (b) was known to the Recipient at the time of its receipt from Discloser without an obligation of confidentiality with respect to such information owed to Discloser, (c) was rightfully disclosed to Recipient by a third party without an obligation of confidentiality with respect to such information owed to Discloser, or (d) was independently developed by Recipient.
- 5.4. The Parties commit to refrain from utilization of the Confidential Information/documents for any other purpose but for the exercise of their rights and obligations hereof.
- 5.5. Any advertising, announcements, or report publications regarding the Agreement in newspapers, magazines or other public media shall be subject to prior written approval of both Parties, which approval shall not be unreasonably withheld by the Parties.

## 6. REVIEW, AUDIT, ON-SITE VERIFICATION

- 6.1. The Supplier is obliged to provide co-operation in performing financial review or audit, to tolerate review/audit related to delivered goods, services and works at any time during the validity and effectiveness of the NFC Agreement dated 16.08.2022, which the Client concluded with the NFC provider, by the authorized persons to perform this review/audit and provide them with all necessary cooperation.
- 6.2. The persons authorized to carry out review/audit are mainly:
- (a) NFC provider and its authorized persons;
  - (b) The internal audit department of the Managing Authority or the Intermediate Body and the persons authorized by them;
  - (c) The Supreme Audit Office of the Slovak Republic and its authorized persons;
  - (d) Audit authority, its cooperating bodies (Government Audit Office) and persons authorized to perform review/audit;
  - (e) Authorized representatives of the European Commission and the European Court of Auditors;
  - (f) The body ensuring the protection of the EU's financial interests;
  - (g) Persons invited by the authorities referred to in a) to f) in accordance with the applicable laws of the Slovak Republic and EU legal regulations.

## 7. TERMINATION

- 7.1. Either Party may terminate this Agreement in the event the other Party materially breaches or defaults in the performance of any of its material obligations hereunder, and such breach or default continues for sixty (60) days after written notice thereof was provided to the breaching Party by the non-breaching Party. Any termination shall become effective at the end of such sixty (60) day period unless the breaching Party (or any other Party on its behalf) has cured any such breach or default prior to the expiration of the sixty (60) day period.
- 7.2. If voluntary or involuntary proceedings by or against a Party are instituted in bankruptcy under any insolvency law, or a receiver or custodian is appointed for such Party, or proceedings are instituted by or against such Party for corporate reorganization, dissolution, liquidation or winding-up of such Party, which proceedings, if involuntary, shall not have been dismissed within sixty (60) days after the date of filing, or if such Party makes an assignment for the benefit of creditors, or substantially all of the assets of such Party are seized or attached and not released within sixty (60) days thereafter, the other Party may immediately terminate this Agreement effective upon notice of such termination.
- 7.3. Articles 4, 5, 6, 8 and 9 shall survive the expiration or termination of this Agreement for any reason.

## 8. APPLICABLE LAW AND JURISDICTION

- 8.1. This Agreement as well as rights and obligations explicitly not regulated by this Agreement shall be governed by the applicable provisions of Slovak Laws with the exclusion of any conflict-of-laws rules.
- 8.2. Should during the validity of this Agreement any dispute or controversy arise between the Parties, the Parties undertake to take their best efforts in order to settle the dispute amicably.
- 8.3. Should the Parties despite their efforts pursuant to Article 8.2. fail to reach a settlement within sixty (60) days from the day of commencement of the amicable negotiations, and such dispute and/or claim may be, decided in arbitration, any dispute and/or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "**Rules**"), which Rules are deemed to be incorporated by reference into this Article 8.3. The number of arbitrators shall be three. The seat, or legal place, of the arbitration shall be Vienna, Austria. The language to be used in the arbitration shall be English. The Emergency Arbitrator Provisions as well as the Expedited Procedure Provisions shall not apply.

## 9. ENTIRE AGREEMENT

- 9.1. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior correspondence and negotiations whether oral or in writing, which took place prior to the execution of this Agreement.

## 10. INTERPRETATION

- 10.1. All references to articles refer to the articles of this Agreement, unless expressly indicated otherwise. The defined expressions starting with capital letter in singular form include also plural and vice versa unless the context requires otherwise.
- 10.2. Should any of the provisions hereof be or become invalid and/or unenforceable, the validity and enforceability of the Agreement shall not be affected. The Parties undertake to replace any such invalid and/or unenforceable provision with such valid and/or enforceable provision corresponding to the largest extent possible to the intended (economic) purpose of the provisions to be replaced.

## 11. MISCELLANEOUS

- 11.1. Any changes and amendments hereof may be made solely with the consent of both Parties in writing. Same applies to the agreement on the non-application of the written form requirement.
- 11.2. The Parties undertake to provide each other with necessary cooperation in order to achieve the goals envisaged by the Agreement, as well as to perform the rights and obligations stipulated herein. Each Party is obliged to notify the other Party without undue delay of any circumstances, which may hinder or frustrate the performance of the Party's obligations under this Agreement.
- 11.3. Each Party is obliged to inform the other Party without undue delay of any change of the registered place of business or delivery address, phone number, bank account number, as well as other information, which may be relevant for proper performance under this Agreement.
- 11.4. Only the rights and licenses granted pursuant to the express terms of this Agreement, or a separate written agreement between the Parties, shall be of any legal force or effect. No license or other rights shall be created by implication, estoppel or otherwise.
- 11.5. Without the prior written consent of the other Party, Supplier and Customer (for itself and on behalf of its Affiliates) both agree that they will not, during the term of this Agreement and for a period of one (1) year thereafter, recruit or solicit employment of any personnel of the other Party or employ any personnel of the other Party.

**12. NOTICES**

- 12.1. Any and all notices, demand or other communication to be given under this Agreement must be in writing and delivered by registered mail or courier with an electronic copy by email to the addresses designated below:
- (a) **For Supplier:** [•]
  - (b) **For Customer:** address: Savoy 6, ul. Mostova 6, 811 02 Bratislava, Slovak Republic, attn: Marian Bocek, title: Chairman of the Board, email: [legal@inobat.eu](mailto:legal@inobat.eu)

**13. ASSIGNMENT**

- 13.1. Neither Party is entitled to assign or otherwise transfer any rights or obligations arising hereof, including any claims, without prior written consent of the other Party.
- 13.2. The limitation stipulated in Art. 13.1. hereof does not apply to the transfer or assignment of rights and obligations of the /lient to its subsidiaries or other persons personally or economically affiliated therewith.
- 13.3. All rights and obligations arising from this Agreement shall bind any legal successors of the Parties; should the rights and obligations not pass on to the successors automatically, the Parties undertake to assign same to their respective legal successors.

**14. CLOSING PROVISIONS**

- 14.1. This Agreement enters into force and becomes effective as of the date of its signature by both Parties and, unless terminated earlier as provided in Article 7, shall continue in full force and effect for a period of [•] months.
- 14.2. The Agreement is executed in two (2) counterparts, whereby each Party retains one (1) signed counterpart.
- 14.3. Parties have read the Agreement and agree with the terms and conditions stipulated herein; in witness whereof, the Parties attach their signatures.

**15. SCHEDULES**

Schedule No. 1 – Scope of the Agreement – List of Services

Schedule No. 2 – Price of Services

Schedule No. 3 – The List of Authors, Manufacturers and Subcontractors

*[signature page follows]*



In Bratislava, on \_\_\_\_\_

\_\_\_\_\_  
**InoBat Auto j.s.a.**  
Marián Boček  
Chairman of the Board

\_\_\_\_\_  
**InoBat Auto j.s.a.**  
Vazil Hudák  
Member of the Board

In \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
[•]

\_\_\_\_\_  
[•]

PRÍLOHA Č. 4- ČESTNÉ VYHLÁSENIE UCHÁDZAČA, ŽE NEMÁ ULOŽENÝ ZÁKAZ ÚČASTI VO VEREJNOM OBSTARÁVANÍ  
A O NEPRÍTOMNOSTI KONFLIKTU ZÁUJMOVČESTNÉ VYHLÁSENIE UCHÁDZAČA, ŽE NEMÁ ULOŽENÝ ZÁKAZ ÚČASTI  
VO VEREJNOM OBSTARÁVANÍ A O NEPRÍTOMNOSTI KONFLIKTU ZÁUJMOV

Uchádzač: .....

(obchodné meno a sídlo/miesto podnikania uchádzača)

ktorý predkladá ponuku v rámci výzvy na predkladanie ponúk, vyhlásenej zadávateľom **InoBat Auto j.s.a.; Dolná 5; 974 01 Banská Bystrica**, na predmet zákazky „**Výroba a testovanie 600 ks prizmatických článkov**“:

vyhlasujem na svoju česť, že

**nemám uložený zákaz účasti vo verejnom obstarávaní potvrdený konečným rozhodnutím  
v Slovenskej republike alebo v štáte sídla, miesta podnikania alebo obvyklého pobytu**

a

v súvislosti s uvedeným postupom zadávania zákazky potvrdzujem neprítomnosť konfliktu záujmov v tom, že som:

- a) nevyvíjal a nebudem vyvíjať voči žiadnej osobe na strane zadávateľa, ktorá je alebo by mohla byť zainteresovanou osobou, akékoľvek aktivity, ktoré by mohli viesť k zvýhodneniu postavenia uchádzača v postupe tohto zadávania zákazky,
- b) neposkytol a neposkytnem akejkoľvek čo i len potenciálne zainteresovanej osobe priamo alebo nepriamo akúkoľvek finančnú alebo vecnú výhodu ako motiváciu alebo odmenu súvisiacu so zadaním tejto zákazky,
- c) budem bezodkladne informovať zadávateľa o akejkoľvek situácii, ktorá je považovaná za konflikt záujmov alebo ktorá by mohla viesť ku konfliktu záujmov kedykoľvek v priebehu procesu predmetného zadávania zákazky.

V ..... dňa .....

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Meno, priezvisko, funkcia, podpis a pečiatka  
(v prípade ak pečiatku uchádzač používa)  
štatutárneho zástupcu oprávneného vystupovať  
za uchádzača alebo iná oprávnená osoba resp. osoba  
splnomocnená na zastupovanie uchádzača

## PRÍLOHA Č. 5 - ČESTNÉ VYHLÁSENIE O SÚHLASE S OBCHODNÝMI PODMIENKAMI A S POŽIADAVKAMI NA PREDMET ZÁKAZKY

ČESTNÉ VYHLÁSENIE O SÚHLASE S OBCHODNÝMI PODMIENKAMI  
A S POŽIADAVKAMI NA PREDMET ZÁKAZKY

Uchádzač: .....

(obchodné meno a sídlo/miesto podnikania uchádzača)

ktorý predkladá ponuku v rámci výzvy na predkladanie ponúk, vyhlásenej zadávateľom **InoBat Auto j.s.a.; Dolná 5; 974 01 Banská Bystrica**, na predmet zákazky „**Výroba a testovanie 600 ks prizmatických článkov**“:

vyhlasujem na svoju česť, že

súhlasím s obchodnými podmienkami uvedenými v kúpnej zmluve, ktorá je neoddeliteľnou súčasťou predmetnej výzvy na predkladanie ponúk vrátane jej príloh a s požiadavkami na predmet zákazky uvedenými vo výzve na predkladanie ponúk tejto výzvy, a to v plnom rozsahu.

V ..... dňa .....

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Meno, priezvisko, funkcia, podpis a pečiatka  
(v prípade ak pečiatku uchádzač používa)  
štatutárneho zástupcu oprávneného vystupovať  
za uchádzača alebo iná oprávnená osoba resp. osoba  
splnomocnená na zastupovanie uchádzača

## PRÍLOHA Č. 6 - ČESTNÉ VYHLÁSENIE O SUBDODÁVATEĽOCH

## ČESTNÉ VYHLÁSENIE O SUBDODÁVATEĽOCH

Uchádzač: .....

(obchodné meno a sídlo/miesto podnikania uchádzača)

ktorý predkladá cenovú ponuku v rámci výzvy na predkladanie ponúk, vyhlásenej zadávateľom InoBat Auto j.s.a.; Dolná 5; 974 01 Banská Bystrica, na predmet zákazky „Výroba a testovanie 600 ks prizmatických článkov“:

vyhlasujem na svoju česť, že

- a) Nebudem pri realizácii uvedeného predmetu zákazky zadávať akýkoľvek podiel zákazky subdodávateľom a celý predmet zákazky zrealizujem vlastnými kapacitami.

*ALEBO (uchádzač vyberie buď alternatívu a) alebo b), podľa toho, ktorá v jeho prípade platí)*

- b) Mám v úmysle zadať realizáciu podielu zákazky nasledovným subdodávateľom, ktorých zoznam je kompletný tak, aby spolu s kapacitami uchádzača mohol byť realizovaný predmet zákazky riadne a úplne v zmysle stanovených podmienok a túto spoluprácu má s uvedenými subdodávateľmi odkonzultovanú ako z hľadiska podmienok realizácie, tak aj z hľadiska predloženého návrhu na plnenie kritéria cena.

Zoznam subdodávateľov:

Názov, sídlo a IČO subdodávateľa	Osoba oprávnená konať za subdodávateľa, meno a priezvisko	Predmet subdodávky	Podiel subdodávky z celého predmetu zákazky v EUR bez DPH alebo v %

*(Uchádzač použije toľko riadkov tabuľky, koľko je potrebné z hľadiska počtu subdodávateľov)*

Som si vedomý(á) právnych následkov nepravdivého vyhlásenia o skutočnostiach uvedených v predchádzajúcich odsekoch.

V ..... dňa .....

.....  
Meno, priezvisko, funkcia, podpis a pečiatka  
*(v prípade ak pečiatku uchádzač používa)*  
štatutárneho zástupcu oprávneného vystupovať  
za uchádzača alebo iná oprávnená osoba resp. osoba  
splnomocnená na zastupovanie uchádzača

## Call for bids

### (Market research)

as part of the implementation of the procurement process which the contracting authority will provide more than 50% or 50% and less of funds for the delivery of goods, construction work and provision of services from the non-repayable financial assistance (NRFA) according to the currently valid Unified Guide for Applicants/Beneficiaries on the process and control of public procurement/procurement (version 2), effective from 31. March 2022 (hereinafter in the text of the call for tenders we will refer only as a "manual" in the appropriate grammatical form).

### Scope of contract:

**“Manufacturing 600 pcs of Prismatic Cells and testing“**

InoBat Auto j.s.a.  
Marián Boček,  
Chairman of the Board of Directors

InoBat Auto j.s.a.  
Vazil Hudák,  
Board Member

**1. IDENTIFICATION OF THE PERSON**

Name of the Contracting Entity: InoBat Auto j.s.a.

Registration number (IČO): 52 648 192

Contracting Entity's registered office: Dolná 5, 974 01 Banská Bystrica

**Contact details for the Contracting Entity:**

Contact address: InoBat Auto j.s.a., Mostová 6, 811 02 Bratislava - Staré Mesto

Country: Slovak Republic

Contact person: Jakub Šimkovič

Telephone number: +421 911 047 927

E-mail: jakub.simkovic@inobat.eu

Website: [www.inobatauto.eu](http://www.inobatauto.eu)

**2. SCOPE OF THE CONTRACT**

2.1 Name of the Scope of the Contract:

Manufacturing 600 pcs of Prismatic Cells and testing

2.2 Nomenclature

Common Procurement Vocabulary (CPV)

73100000-3 Research and experimental development services.

2.3 Brief description of the Scope of the Contract

The scope of the contract is to manufacture 600 pcs of prismatic hard case cells MEB 33/44mm using the chemistry as instructed by InoBat Auto. The supplier of the service is to provide its price based on internally considering the use of its own assets, cost of electricity and consumables, and well as the manual cost.

The raw materials to be used are based on our own research and InoBat will provide the List of Material to the supplier and the supplier responsibility shall be to manufacture the cells and to validate it in their own facility as follows.

The prototype prismatic cells will serve to validate the chemistry developed by InoBat Auto within the scope of its IPCEI (Important Projects of Common European Interest) project.

2.4 Estimated value of the budgetary expenditure on the acquisition of the Scope of the Contract:

Not applicable.

2.5 Payment terms:

Payment terms are listed in the contract, which is attached as Appendix no. 3 and is an integral part of this call.

**3. DIVISION OF THE SCOPE OF THE CONTRACT**

3.1 The Scope of the Contract is not divided into parts.

3.2 Justification of the non-division of the Scope of the Contract into parts:

The Scope of the Contract constitutes a of complex development within several phases, continuously modified during the research itself. Therefore, the Scope of the Contract is logically indivisible. The scale of the Scope of the Contract is a scale comprehensively supplied by relevant suppliers on the market.

3.3 A potential candidate may submit a bid for the entire requested scale of the Scope of the Contract. By submitting a bid, the candidate becomes a tenderer.

#### 4. VARIANT SOLUTION

4.1 It is not allowed to submit a variant solution.

4.2 If a bid includes a variant solution, the variant solution shall not be included in the evaluation, and it shall be deemed as not submitted.

#### 5. PLACE AND DEADLINE FOR SUPPLY OF THE SCOPE OF THE CONTRACT

5.1 Place of supply of the Scope of the Contract

Location of potential supplier's research laboratories anywhere in the world.

5.2 Deadline for supply of the Scope of the Contract:

Within 3 months from the date of signing the contract.

#### 6. SOURCE OF FUNDS

The Scope of the Contract shall be funded from the European Union funds and from the Contracting Entity's own funds. Code of the Call: OPII-MH/DP/2021/9.5-34

#### 7. TYPE OF CONTRACT AND TYPE OF AGREEMENT

7.1 Services Supply Tender.

7.2 The Contracting Entity shall conclude an Agreement with the successful tenderer in this contract awarding process, according to Appendix 3 – Agreement, which constitutes an integral part of this Call for bids.

#### 8. BID COMMITMENT PERIOD

A bid submitted within this contract awarding process shall be binding until: 29 September 2023

#### 9. INSPECTION OF THE PLACE OF SUPPLY OF THE SCOPE OF THE CONTRACT

It is not necessary, as the supply of contract research will be delivered in the capacity of the supplier.

#### 10. COSTS AND EXPENSES ASSOCIATED WITH PREPARING AND SUBMITTING A BID

10.1 All costs and expenses associated with the preparation and submission of a bid shall be borne by the potential candidate, who shall have no financial claims against the Contracting Entity.

10.2 Bids delivered to the address of the Contracting Entity within the bid submission period shall not be returned to the tenderers. They shall be kept as part of the documentation for this contract awarding process.

#### 11. THE METHOD OF SUBMITTING AND MARKING BIDS

11.1 The bid must be delivered to the address: [jakub.simkovic@inobat.eu](mailto:jakub.simkovic@inobat.eu).

11.2 The recommended subject of the bid: " **Manufacturing 600 pcs of Prismatic Cells and testing**"

11.3. The deadline for submission of bids is set for **31.07.2023 until 12.00**.

The bids submitted after the deadline for submission of bids will not be accepted.

## **12. OPENING, ASSESSMENT, AND EVALUATION OF BIDS**

The Contracting Entity shall open and assess bids delivered by potential suppliers before the bid submission deadline and in the manner specified in point 11 of this Call for bids. The opening and assessment of bids shall be non-public.

If more than one bid is submitted, the contracting entity evaluates the fulfilment of the requirements for the scope of the contract and the fulfilment of the conditions of participation after the tender evaluation on the basis of the tender evaluation criteria (lowest price in EUR excluding VAT), and only in the case of the first in order (i.e. the requirements for the subject of the contract and the conditions of participation will be evaluated by the contracting authority only for the tenderer who submits the lowest price offer). The Contracting Entity shall request the tenderer to explain or supplement the documents submitted in the tender, if their validity, fulfilment of the condition of participation or fulfilment of the requirement for the subject of the contract cannot be assessed from the submitted documents. If the tenderer does not deliver an explanation or supplement to the submitted documents within the time limit specified by the contracting entity, or if despite the submitted explanation of the tender according to the contracting entity's conclusions it does not meet the conditions of participation or contract requirements. in order, (i.e., for the tenderer who submits the second lowest bid and so on).

After the evaluation of tenders in the sense of the above, the contracting entity shall notify all tenderers whose tenders have been evaluated of the result of the evaluation of tenders. The contracting authority will notify the successful tenderer that its tender has been evaluated as successful, the contracting entity will accept it and at the same time the tenderer will be called for proper cooperation necessary for concluding the contract (successful tenderer is obliged to deliver the signed contract according to instructions within 10 working days after delivery of this call to the successful tenderer). The unsuccessful tenderer will be notified by the contracting authority that they have failed.

## **13. THE METHOD OF DETERMINATION OF PRICE – PRICE OFFER**

13.1 The price for the Scope of the Contract must be established in accordance with the Act on prices, as amended (in accordance with applicable legislation).

13.2 The price for the Scope of the Contract must be stated as the price for the complete performance of the Scope of the Contract. The price stated by the tenderer in their bid shall be deemed as such.

13.3 A potential candidate shall calculate the price in accordance with Appendix 2 - Price Calculation, which constitutes an integral part of this Call for bids. The price stated by the tenderer in their bid must correspond to the prices typical at the given place and time. The price shall contain a maximum of two decimal places.

## **14. AWARD CRITERIA**

The sole award criterion is the lowest price in EUR excluding VAT for the complete performance of the Scope of the Contract.

## **15. LANGUAGE OF THE BID**

15.1 The whole bid and all the required documents shall be submitted in Slovak or Czech language. If a required document is written in a foreign language, it must be submitted together with its translation into the national language; this does not apply to bids or documents written in Czech.



## 16. OTHER INFORMATION

16.1 Communication between the potential candidates/tenderers and the Contracting Entity shall take place electronically (by email), in writing, by post, by delivery service or personally or combination of those, so that all procedural acts of this contract awarding process are properly, unquestionably, and demonstrably recorded, and so that the complete documentation for the conducted contract awarding process, from the demonstrable approach of the potential candidates until the conclusion of a Purchase Agreement with the successful tenderer, is in accordance with the principles of procurement, unambiguously and unquestionably archived, especially for the purposes of a potential inspection by persons authorised to conduct inspections listed in point 16.5 of this Call for bids. The contact person of the Contracting Entity and their contact details are specified in point 1 of this Call for bids.

16.2 The Contracting Entity reserves the right to cancel this contract awarding process, especially for the following reasons:

- none of the tenderers comply with the requirements stated in the Call for bids,
- if the circumstances under which the contract was announced have changed (note that these circumstances the contracting entity is obliged to name and justify the cancellation of the procurement procedure, these circumstances also include a situation where the successful tenderer's price exceeds the contracting entity's maximum financial resources).

16.3 In the event that the required documents are signed by a person other than the owner (*freelancer*), in the case of a natural person, or the statutory body (a managing director or authorised representative, chairman, vice-chairman or member of the board, general partner or any other authorised person according to a Business Register entry or another similar document), in the case of a legal person, it is necessary that part of the bid is a power of attorney proving the authority to sign the required documents by the person who signed them.

16.4 The successful tenderer, with whom a Purchase Agreement shall be concluded, is obliged to provide assistance during a financial inspection, to tolerate the conduct of an inspection/audit related to the supplied goods, services, and building work at any time during the period in which the Contract for the provision of NRFA, which the Contracting Entity intends to conclude with the Provider of NRFA, is valid and in force, by persons authorised to conduct such an inspection/audit, and to provide them with all necessary assistance. Persons authorised to conduct an inspection/audit are mainly:

- a) The Provider and persons authorised by the Provider,
- b) The Internal Audit Function of the Managing or Intermediate Body, and persons authorised by them,
- c) The Supreme Audit Office of the Slovak Republic and persons authorised by it,
- d) The Audit Authority, its cooperating authorities (the Governmental Audit Office), and persons authorised to conduct an inspection/audit,
- e) Authorised representatives of the European Commission and the European Court of Auditors,
- f) The Body for the Protection of the EU's Financial Interests,
- g) Persons invited by the authorities listed in letters a) to f) in accordance with the relevant legislation of the Slovak Republic and EU legislation.

16.5 A Framework Agreement shall be concluded with the successful tenderer, taking into account to the full extent the specific conditions governing the performance of the Agreement under this Call for bids and the description of the Scope of the Contract on the basis of source materials, not containing any conditions which would limit or deny the applicability of the Contracting Entity's requirements, and according to the Purchase Agreement which constitutes a part of this Call for bids.

The Purchase Agreement is subject to modifications in the sense of the requirements of the Provider of NRFA, and the parties undertake to make such modifications (in the event of such a necessity, an amendment to the Purchase Agreement shall be concluded). The Contracting Entity and the successful tenderer may, following a mutual agreement, make changes or amendments to the text of the model Purchase Agreement before its conclusion, but only in cases when this concerns small technical

modifications or clarifications and only if these changes or amendments do not contradict the source materials and the bid submitted by the successful tenderer.

Potential necessary modifications to the text of the Purchase Agreement made for the purpose of achieving compliance with the applicable legislation shall not be deemed a discrepancy between the details stated in the source materials and the details stated in the bid submitted by the successful tenderer, if such a discrepancy concerning the period of performance of the Purchase Agreement is discovered.

In the event that there are small changes/modifications (these changes/modifications concern details stated in the Purchase Agreement) between the bid submission deadline and the deadline for signing the Purchase Agreement with the successful tenderer, whether these changes are on the side of the Contracting Entity or the side of the successful tenderer (these are changes such as: a change of directors, a change of contact details, a change of bank details, etc.), and these changes did not have and could not have had any effect on the development or on the result of this contract awarding process, the Contracting Entity or the successful tenderer undertakes to make such changes within the invitation for the conclusion of the Purchase Agreement.

## 17. CONTENTS OF THE BID

The bid submitted by a potential candidate/tenderer must include the following proofs and documents:

17.1 A filled-in specification of the Scope of the Contract contained in Appendix 1 of this Call for bids, which must be completed according to the listed instructions. The tenderer must indicate that he meets all the requirements for the subject listed in this Appendix, i.e. "YES".

17.2 A filled-in price calculation in accordance with Appendix 2 of this Call for bids, which must be completed.

17.3 Declaration on honour from the tenderer that they have not been banned from taking part in public procurement and that there is no conflict of interest, as listed in Appendix 4, which constitutes an integral part of this Call for bids.

17.4 Declaration on honour of consent with the commercial conditions and the requirements for the Scope of the Contract, as listed in Appendix 5, which constitutes an integral part of this Call for bids.

17.5 Declaration on honour about subcontractors, as listed in Appendix 6, which constitutes an integral part of this Call for bids.

17.6 Proof that the tenderer is entitled to supply the Scope of the Contract. The tenderer shall prove this by submitting a valid extract from the Business Register, a valid extract from the Trade register, or a similar valid document proving the fact that the tenderer is entitled to supply the Scope of the Contract. A document - an extract from the Commercial Register on the Internet ([www.orsr.sk](http://www.orsr.sk) or [www.zrsr.sk](http://www.zrsr.sk)) is also accepted, provided that it contains current data. For the purposes of this point, the contracting authority declares at this point that it will also accept a hypertext link to the relevant register, maintained by a state authority, in the tenderer's offer, if it is still valid at the time of submitting the tender (the tenderer does not have to submit the extract itself under this link).

**THE FOLLOWING IS A LIST OF APPENDICES WHICH CONSTITUTE AN INTEGRAL PART OF THIS CALL FOR BIDS:**

**APPENDIX 1 - SPECIFICATION OF THE SCOPE OF THE CONTRACT**

**APPENDIX 2 - PRICE CALCULATION**

**APPENDIX 3 - AGREEMENT**

**APPENDIX 4 - DECLARATION ON HONOUR FROM THE TENDERER THAT THEY HAVE NOT BEEN BANNED FROM TAKING PART IN PUBLIC PROCUREMENT AND THAT THERE IS NO CONFLICT OF INTEREST**

**APPENDIX 5 - DECLARATION ON HONOUR OF CONSENT WITH THE COMMERCIAL CONDITIONS AND THE REQUIREMENTS FOR THE SCOPE OF THE CONTRACT**

**APPENDIX 6 - DECLARATION ON HONOUR ABOUT SUBCONTRACTORS**

**APPENDIX 1 - SPECIFICATION OF THE SCOPE OF THE CONTRACT**

**Scope of the contract:** Manufacturing 600 pcs of Prismatic Cells and testing

**Brief description of the Scope of the Contract:**

The scope of the contract is to manufacture 600 pcs of prismatic hard case cells MEB 33/44mm using the chemistry as instructed by InoBat Auto. The supplier of the service is to provide its price based on internally considering the use of its own assets, cost of electricity and consumables, and well as the manual cost.

The raw materials to be used are based on our own research and InoBat will provide the List of Material to the supplier and the supplier responsibility shall be to manufacture the cells and to validate it in their own facility as follows.

The prototype prismatic cells will serve to validate the chemistry developed by InoBat Auto within the scope of its IPCEI (Important Projects of Common European Interest) project.

This project is to receive national IPCEI funding in Slovakia (via. European Structural Funds), and the objective is to achieve MEB 44mm format with **811 chemistry high Ni cathode**, and **high Si anode**.

Due to the complexity of the research, the project is divided in 3 phases to reduce risk:

- Phase 1) 622/G chemistry MEB 33, phase 1;
- Phase 2) 622/G chemistry MEB 44, phase 2; both to validate the use of InoBat chemistry in prismatic cells prototypes;
- Phase 3) and cell chemistry with high Ni cathode, and high Si anode in MEB 44, phase 3.

Two hundred cells with NCM 622 and graphite will be built as a minimum viable product (MVP) in the first two phases. They will be tested and analysed to validate the cell chemistry and cell design. The results will be peer-reviewed by team members, experts, and potential customers to collect comprehensive voices and feedback from key stakeholders. Therefore, they will significantly reduce the overall risks of failure.

**APPENDIX 1 - SPECIFICATION OF THE SCOPE OF THE CONTRACT**

<b>Name of the Scope of the Contract:</b> Manufacturing 600 pcs of Prismatic Cells and testing	
The scope of the contract is to manufacture 200 + 200 pcs of prismatic hard case cells MEB 33/44mm using the chemistry provided by InoBat Auto and 200 NMC811, high-Ni cathode, high-Si anode. The supplier of the service is to provide its price based on internally considering the use of its own assets, cost of electricity and consumables, as well as the manual cost.	
<b>Delivery of the entire Scope of Contract is within 3 months after signing the contract.</b>	
Technical/production requirements:	
3-phase production	
Testing	
Certification	
Access to data	

Manufacturing 600 pcs of Prismatic cells Quantity: 200 for phase 1 + 200 for phase 2 + 200 for Phase III			
Item no.	Item parameter/part	Requirements for parameters/description (bidder must meet all required parameters)	Parameters offered by the tenderer
I.	Phase 1 622/Gr chemistry in 33/220/105 dimensions		
1.	Access to prismatic assembly and formation line	Yes	Yes/No

2.	Access to laboratory for IQC test, ad hoc examination, (with the capacity to perform tests as described in the Table 1)	Yes	Yes/No
3.	Prismatic cells testing according to Table 2	Yes	Yes/No
4.	Raw material (list provided by InoBat)	Yes	Yes/No
5.	200 Cells required	Yes	Yes/No
<b>II.</b>	<b>Phase 2 622/Gr chemistry in 44/220/105 dimensions</b>		
1.	Access to prismatic assembly and formation line	Yes	Yes/No
2.	Access to laboratory for IQC test, ad hoc examination, (with the capacity to perform tests as described in the Table 1)	Yes	Yes/No
3.	Prismatic cells testing according to Table 2	Yes	Yes/No
4.	Raw material (list provided by InoBat)	Yes	Yes/No
5.	200 Cells required	Yes	Yes/No
6.	Tooling for 44mm format.	Yes	Yes/No
<b>III.</b>	<b>Phase 3 811/Gr+Si chemistry in 44/220/105 dimensions</b>		
1.	Access to prismatic assembly and formation line	Yes	Yes/No
2.	Access to laboratory for IQC test, ad hoc examination, (with the capacity to perform tests as described in the Table 1)	Yes	Yes/No
3.	Prismatic cells testing according to Table 2	Yes	Yes/No
4.	Raw material (list provided by InoBat)	Yes	Yes/No
5.	200 Cells required	Yes	Yes/No

**Table 1 IQC tests**

Test Items	Test samples	Sample size
<b>1.1 Incoming raw material inspection</b>		
Karl Fischer moisture analyser	Active materials, Binders, Conductive additives	1 per batch
Cleanliness tests	Top Cap, Al housing	1 per batch
SEM	Electrodes	6 per batch
ICP	Active materials Al housing Top Cap	1 per batch
XRD	Graphite	1 per batch
<b>1.2 EOL tests</b>		
Capacity	Cells	All
Self-discharging rate (K-value)	Cells	All
ACIR	Cells	All
DCIR	Cells	All
Dimensions	Cells	All
CMM/ Quadratic element measurement	Cells	5 per batch

**Table 2 Cell tests**

Test Items	Sample size
OCV-SOC	2 per batch
Capacity@ diff. temperatures	2 per batch

DCIR (10s, 18s, 30s)	2 per batch
EIS	1 per batch
HPPC	2 per batch
Current map/power map	1 per batch
Cycle life@ diff. temperature	2 per batch
Nail penetration	2 per batch
Vibration	1 per batch
Mechanical shock	1 per batch
Crush	1 per batch
Temperature cycling	1 per batch
External short circuit	1 per batch
Overcharge	3 per batch
Forced discharge	1 per batch
High temperature endurance	1 per batch
ARC	1 per batch

**APPENDIX 2 - PRICE CALCULATION**

**Name of the Scope of the Contract:** Manufacturing 600 pcs of Prismatic Cells and testing

**Division of the Scope of the Contract into Parts:** no

**Name and registered office of the Contracting Entity:** InoBat Auto j.s.a.; Dolná 5; 974 01 Banská Bystrica

**Tenderer (name and registered office):** to be filled in by the tenderer

**Registration number:** to be filled in by the tenderer

**VAT payer:** to be filled in by the tenderer (they shall state YES or NO)

**Contact person:** to be filled in by the tenderer

**Contact e-mail address:** to be filled in by the tenderer

**Contact telephone number:** to be filled in by the tenderer

**PRICE CALCULATION:**

Item No.	Item	Volume	Price in euros excluding VAT for the stated volume	Price in euros including VAT 20%
1	Manufacturing Prismatic Cells and testing	600 pcs		
Total price in EUR without VAT (For the complete implementation (delivery) of the Scope of the contract)				

I hereby declare that we accept all the requirements of the client and we have included these requirements in the submitted price offer. I confirm that the above stated price corresponds to the prices typical at the given place and time for the complete performance (supply) of the Scope of the Contract.

In ..... on .....

-----  
Name, surname, position, signature, and stamp (if the tenderer uses a stamp)  
statutory representative authorised to act in the tenderer's name or another authorised person or a person empowered to represent the tenderer

## APPENDIX 3 – AGREEMENT

**Research and Development Agreement**

This Research and Development Agreement (“**Agreement**”) is made by and between:

- (3) **InoBat Auto j.s.a.**, with its seat at Dolná 5, 974 01 Banská Bystrica, Slovak Republic, company identification No. 52 648 192, registered in the Commercial Register of District Court Banská Bystrica, section: Sja, file no.: 17/S (“**Client**”);
- (4) [●], with its seat at [●] (“**Supplier**”);  
(**Client** jointly with the **Supplier** as the “**Parties**” and each individually also as a “**Party**”).

**PREAMBLE**

- C. The Client is a newly established entity setting up an R&D center in Slovakia for the development and testing of batteries, planning to provide its own customized batteries to the European vehicle manufacturers Client has acquired a non-repayable financial contribution for the implementation of the project named “Construction of a pilot production line for Li-Ion batteries with a research and development center”, Project code ITMS2014+: 313012CAP4 (hereinafter referred to as “**Project**”).
- D. This Agreement is based on results of market research and survey as published at [www.partnerskadohoda.gov.sk](http://www.partnerskadohoda.gov.sk) and sent for bids for various suppliers. This Agreement shall establish a Research&Development relationship based on the needs of the Client in the course of battery chemistry evaluation and testing. This Agreement confirms that the Supplier has any and all laboratory and personnel equipment in order to deliver the scope of this Agreement.

**16. SUBJECT MATTER**

- 16.1. On the basis of this Agreement and under the conditions agreed therein, the Supplier undertakes to provide Services for Client as specified in Schedule No. 1 (“**Services**”), which forms integral part of this Agreement. Client shall order Services based on his actual needs for any period (week, month or longer) and the Supplier will confirm such order if it has sufficient capacity for it.
- 16.2. The scope and specification of the Services are set out in Schedule No. 1. Additional specification and delivery of services is possible based on the instructions given by the Client in writing, verbally, by electronic means or in other suitable form, in the event that it is required by operational needs.
- 16.3. For the provision of the Services Client undertakes to pay the Price, as defined in the Schedule No. 2 of this Agreement. The Price is determined in accordance with the cost principles set out in Schedule No. 2 and reflects all costs for the Services provided.

**17. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 17.1. Supplier represents and warrants that the Services shall be performed in accordance with Schedule No. 1 and shall be correct and appropriate for the designated Purpose.

- Supplier represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Supplier is bound.
- 17.2. The Supplier hereby declares that at the moment of signature of this Agreement, he is registered in the Register of Public Sector Partners of the Slovak Republic in accordance with Act no. 315/2016 Coll. on the register of public sector partners as amended (“**Registration**”).
- 17.3. The Supplier is obliged, prior to the commencement of the provision of the Services, to provide the list of all subcontractors he will use for performance of this Agreement. The Supplier is obliged to list all used subcontractors within the Schedule No. 3, optionally submit a statement that it will not use any subcontractors. All subcontractors with the scope of delivery above € 100.000 shall be subject to registration duty according to this paragraph. The duty to list any subcontractor shall apply to the Supplier in any case when he decides to use a new one during the validity of this Agreement.
- 17.4. Client is obliged to provide the Supplier with the information and other cooperation necessary for the provision of Services.
- 17.5. All the documents, equipment, tools, and information provided to the Supplier remain the exclusive property of the Client; the Supplier is obliged to protect such documents, equipment, tools or information from any damage, loss, destruction, misuse or unauthorized disclosure to third parties, whereby the Client is allowed to use same exclusively in connection with or for the purpose of providing Services.
18. **REMUNERATION AND EXPENSES**
- 18.1. The Parties have agreed that the Supplier is entitled to remuneration for the provision of Services (“**Price**”).
- 18.2. The Price, as well as the cost principles on the basis of which it was determined, is contained in Schedule No. 2, which forms an integral part of this Agreement.
- 18.3. The right to payment of the Price arises to Supplier upon proper fulfillment of its obligations, i.e., proper provision of Services. The Price will be invoiced by Supplier on monthly basis and according to scope of services having been delivered for the previous period and in accordance with Schedule No. 2 of this Agreement. The invoice must be accompanied by a signed handover protocol to the delivered Services. To avoid any doubts, this Agreement is a framework agreement and Supplier has no right to request the delivery of the whole scope of the Agreement but is entitled to refuse performance of Services or part of it, if such performance is out of the Supplier’s capacity. Supplier shall be entitled to submit an invoice on a shorter basis (unfinished month) if Parties agree so.
- 18.4. The invoice is due within thirty (30) days from its issuance, if it was delivered to the Client at least seven (7) days before its due date.
19. **INTELLECTUAL PROPERTY RIGHTS AND LICENSES**
- 19.1. Each Party shall retain all rights, titles, and interests in and to its respective Background Technology. “**Background Technology**” as used herein shall mean technology of a Party already existing, known to, developed or reduced to practice, by or for one of the Parties before the effective date of this Agreement, or after the effective date this Agreement, but independent of the provided Services.
- 19.2. To the extent Background Technology of Supplier is necessary in order for Client to use the rights granted to Project Technology (as defined bellow) as set forth in Article 4.3., Supplier agrees to grant and hereby grants to Customer a non-exclusive, worldwide, perpetual, sublicensable, transferable, royalty-free right to use said Background Technology Controlled by Supplier, solely in conjunction with the rights to Project Technology. For clarification, such license rights are sublicensable and transferable only in connection with a sublicense or transfer, as applicable, of the relevant Project Technology, and not



- alone. “**Controlled**” as used herein means that Supplier has the legal ability to grant a license as provided in this Agreement without violating the terms of any agreement or other arrangement with any third party and without requiring the payment of additional consideration specifically in connection with such grant.
- 19.3. Any other technology (not specified in Article 4.1. and 4.2. above) developed or created during the performance of the Services and all intellectual property rights related thereto and shall be owned exclusively by Customer (“**Project Technology**”). Customer shall therefore be free to fully exploit such Project Technology for all purposes without accounting to the Supplier, for avoidance of any doubt, it shall include any purpose related to the Project at least until the end of the Project's Sustainability Period and Customer shall be free to transfer any Project Technology or provide it partially or entirely to a third party, while such a license is provided free of charge and unconditionally.
- 19.4. The Parties agreed that Customer has, inter alia, the exclusive right to (1) grant a Project Technology license to a third party and shall have the sole right to collect all royalties and other revenues generated therefrom and (2) establish a lien or other in-rem right to the benefit of a third party.
- 19.5. The Customer shall be responsible, in its discretion, for prosecuting and enforcing any patent applications with respect to any Project Technology. Supplier shall reasonably cooperate, at the expense of the Customer, to take steps as requested by the Customer to prosecute and enforce such intellectual property.
- 19.6. The Supplier undertakes that, without the prior consent of the Customer and without a granted license agreement, it will not file any patent that would contain any information related to Project Technology.
- 19.7. In the event that the Supplier violates the prohibition to file any patent, as stated in point 4.6. of this Agreement, the Supplier agrees that the Customer owns all rights from such a patent and, at the same time, the Supplier undertakes to transfer such patent to the Customer without delay.
- 19.8. The list of authors, manufacturers and subcontractors of the Supplier shall constitute the Annex no. 3 to the Agreement.

## 20. CONFIDENTIALITY

- 20.1. Either Party including, its affiliates and representatives (“**Discloser**”) may disclose or provide confidential information to the other Party (“**Recipient**”) in connection with this Agreement. Confidential information of Discloser means all non-public information relating to Discloser's products, technology, finances, costs, forecasts, business, vendors, partners and users that is (a) identified in writing as confidential at the time of disclosure or, if disclosed verbally, is identified as confidential in writing (by email being sufficient) within 30 days of the disclosure, (b) designated as “Confidential Information”, or (c) reasonably understood, given the nature of the information or the circumstances, to be confidential (“**Confidential Information**”).
- 20.2. Recipient will (a) use the Confidential Information of Discloser only to perform its obligations and exercise its rights under this Agreement, (b) protect Discloser's Confidential Information from their unauthorized use, disclosure or other misuse to the same extent it protects its own trade secret, and (c) not disclose the Confidential Information of Discloser to any third party except to third parties that have a need to know the Confidential Information to perform Recipient's obligations or exercise its rights. Upon any expiration or termination of the Agreement or upon the request of Discloser, Recipient will return or destroy, at Discloser's option, all Confidential Information of Discloser and any copies thereof, except to the extent that Recipient requires such Confidential Information to exercise any surviving rights.

- 20.3. The restrictions on use and disclosure in Art. 5.2. will not apply to information that (a) is or becomes generally available to the public without Recipient's breach, (b) was known to the Recipient at the time of its receipt from Discloser without an obligation of confidentiality with respect to such information owed to Discloser, (c) was rightfully disclosed to Recipient by a third party without an obligation of confidentiality with respect to such information owed to Discloser, or (d) was independently developed by Recipient.
- 20.4. The Parties commit to refrain from utilization of the Confidential Information/documents for any other purpose but for the exercise of their rights and obligations hereof.
- 20.5. Any advertising, announcements, or report publications regarding the Agreement in newspapers, magazines or other public media shall be subject to prior written approval of both Parties, which approval shall not be unreasonably withheld by the Parties.

## 21. REVIEW, AUDIT, ON-SITE VERIFICATION

- 21.1. The Supplier is obliged to provide co-operation in performing financial review or audit, to tolerate review/audit related to delivered goods, services and works at any time during the validity and effectiveness of the NFC Agreement dated 16.08.2022, which the Client concluded with the NFC provider, by the authorized persons to perform this review/audit and provide them with all necessary cooperation.
- 21.2. The persons authorized to carry out review/audit are mainly:
- (h) NFC provider and its authorized persons;
  - (i) The internal audit department of the Managing Authority or the Intermediate Body and the persons authorized by them;
  - (j) The Supreme Audit Office of the Slovak Republic and its authorized persons;
  - (k) Audit authority, its cooperating bodies (Government Audit Office) and persons authorized to perform review/audit;
  - (l) Authorized representatives of the European Commission and the European Court of Auditors;
  - (m) The body ensuring the protection of the EU's financial interests;
  - (n) Persons invited by the authorities referred to in a) to f) in accordance with the applicable laws of the Slovak Republic and EU legal regulations.

## 22. TERMINATION

- 22.1. Either Party may terminate this Agreement in the event the other Party materially breaches or defaults in the performance of any of its material obligations hereunder, and such breach or default continues for sixty (60) days after written notice thereof was provided to the breaching Party by the non-breaching Party. Any termination shall become effective at the end of such sixty (60) day period unless the breaching Party (or any other Party on its behalf) has cured any such breach or default prior to the expiration of the sixty (60) day period.
- 22.2. If voluntary or involuntary proceedings by or against a Party are instituted in bankruptcy under any insolvency law, or a receiver or custodian is appointed for such Party, or proceedings are instituted by or against such Party for corporate reorganization, dissolution, liquidation or winding-up of such Party, which proceedings, if involuntary, shall not have been dismissed within sixty (60) days after the date of filing, or if such Party makes an assignment for the benefit of creditors, or substantially all of the assets of such Party are seized or attached and not released within sixty (60) days thereafter, the other Party may immediately terminate this Agreement effective upon notice of such termination.
- 22.3. Articles 4, 5, 6, 8 and 9 shall survive the expiration or termination of this Agreement for any reason.

## 23. APPLICABLE LAW AND JURISDICTION

- 23.1. This Agreement as well as rights and obligations explicitly not regulated by this Agreement shall be governed by the applicable provisions of Slovak Laws with the exclusion of any conflict-of-laws rules.
- 23.2. Should during the validity of this Agreement any dispute or controversy arise between the Parties, the Parties undertake to take their best efforts in order to settle the dispute amicably.
- 23.3. Should the Parties despite their efforts pursuant to Article 8.2. fail to reach a settlement within sixty (60) days from the day of commencement of the amicable negotiations, and such dispute and/or claim may be, decided in arbitration, any dispute and/or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the “**Rules**”), which Rules are deemed to be incorporated by reference into this Article 8.3. The number of arbitrators shall be three. The seat, or legal place, of the arbitration shall be Vienna, Austria. The language to be used in the arbitration shall be English. The Emergency Arbitrator Provisions as well as the Expedited Procedure Provisions shall not apply.

#### **24. ENTIRE AGREEMENT**

- 24.1. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior correspondence and negotiations whether oral or in writing, which took place prior to the execution of this Agreement.

#### **25. INTERPRETATION**

- 25.1. All references to articles refer to the articles of this Agreement, unless expressly indicated otherwise. The defined expressions starting with capital letter in singular form include also plural and vice versa unless the context requires otherwise.
- 25.2. Should any of the provisions hereof be or become invalid and/or unenforceable, the validity and enforceability of the Agreement shall not be affected. The Parties undertake to replace any such invalid and/or unenforceable provision with such valid and/or enforceable provision corresponding to the largest extent possible to the intended (economic) purpose of the provisions to be replaced.

#### **26. MISCELLANEOUS**

- 26.1. Any changes and amendments hereof may be made solely with the consent of both Parties in writing. Same applies to the agreement on the non-application of the written form requirement.
- 26.2. The Parties undertake to provide each other with necessary cooperation in order to achieve the goals envisaged by the Agreement, as well as to perform the rights and obligations stipulated herein. Each Party is obliged to notify the other Party without undue delay of any circumstances, which may hinder or frustrate the performance of the Party's obligations under this Agreement.
- 26.3. Each Party is obliged to inform the other Party without undue delay of any change of the registered place of business or delivery address, phone number, bank account number, as well as other information, which may be relevant for proper performance under this Agreement.
- 26.4. Only the rights and licenses granted pursuant to the express terms of this Agreement, or a separate written agreement between the Parties, shall be of any legal force or effect. No license or other rights shall be created by implication, estoppel or otherwise.
- 26.5. Without the prior written consent of the other Party, Supplier and Customer (for itself and on behalf of its Affiliates) both agree that they will not, during the term of this Agreement and for a period of one (1) year thereafter, recruit or solicit employment of any personnel of the other Party or employ any personnel of the other Party.

**27. NOTICES**

- 27.1. Any and all notices, demand or other communication to be given under this Agreement must be in writing and delivered by registered mail or courier with an electronic copy by email to the addresses designated below:
- (c) **For Supplier:** [•]
  - (d) **For Customer:** address: Savoy 6, ul. Mostova 6, 811 02 Bratislava, Slovak Republic, attn: Marian Bocek, title: Chairman of the Board, email: [legal@inobat.eu](mailto:legal@inobat.eu)

**28. ASSIGNMENT**

- 28.1. Neither Party is entitled to assign or otherwise transfer any rights or obligations arising hereof, including any claims, without prior written consent of the other Party.
- 28.2. The limitation stipulated in Art. 13.1. hereof does not apply to the transfer or assignment of rights and obligations of the /lient to its subsidiaries or other persons personally or economically affiliated therewith.
- 28.3. All rights and obligations arising from this Agreement shall bind any legal successors of the Parties; should the rights and obligations not pass on to the successors automatically, the Parties undertake to assign same to their respective legal successors.

**29. CLOSING PROVISIONS**

- 29.1. This Agreement enters into force and becomes effective as of the date of its signature by both Parties and, unless terminated earlier as provided in Article 7, shall continue in full force and effect for a period of [•] months.
- 29.2. The Agreement is executed in two (2) counterparts, whereby each Party retains one (1) signed counterpart.
- 29.3. Parties have read the Agreement and agree with the terms and conditions stipulated herein; in witness whereof, the Parties attach their signatures.

**30. SCHEDULES**

Schedule No. 1 – Scope of the Agreement – List of Services

Schedule No. 2 – Price of Services

Schedule No. 3 – The List of Authors, Manufacturers and Subcontractors

*[signature page follows]*

In Bratislava, on \_\_\_\_\_

\_\_\_\_\_  
**InoBat Auto j.s.a.**  
Marián Boček  
Chairman of the Board

\_\_\_\_\_  
**InoBat Auto j.s.a.**  
Vazil Hudák  
Member of the Board

In \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
[•]

\_\_\_\_\_  
[•]

**APPENDIX 4 - DECLARATION ON HONOUR FROM THE TENDERER THAT THEY HAVE NOT BEEN BANNED FROM TAKING PART IN PUBLIC PROCUREMENT AND THAT THERE IS NO CONFLICT OF INTEREST**

**DECLARATION ON HONOUR FROM THE TENDERER THAT THEY HAVE NOT BEEN BANNED FROM TAKING PART IN PUBLIC PROCUREMENT AND THAT THERE IS NO CONFLICT OF INTEREST**

The Tenderer: .....

(Company name and registered office/place of business of the tenderer)

who is submitting a bid within the context of the Call for bids announced by the Contracting Entity **InoBat Auto j.s.a., Dolná 5, 974 01 Banská Bystrica**, for the Scope of the **Contract "Manufacturing 600 pcs of Prismatic Cells and testing"**:

**I declare on my honour that**

**I have not been banned from taking part in public procurement by a final decision in the Slovak Republic or in the country of registered office, place of business, or habitual abode**

**and**

in relation to this contract awarding process, I confirm an absence of conflict of interest in that I:

- a) have not conducted and shall not conduct any activities towards any person on the side of the Contracting Entity who is or might be an interested person which could lead to preferential treatment of a tenderer in this contract awarding process,
- b) have not provided and shall not provide any financial or material advantage as motivation or reward related to this contract awarding process to any even potentially interested person, whether directly or indirectly,
- c) shall immediately inform the Contracting Entity of any situation which is considered to constitute conflict of interest or which could lead to conflict of interest at any time during this contract awarding process.

In ....., on .....

-----  
Name, surname, position, signature, and stamp *(if the tenderer uses a stamp)*  
statutory representative authorised to act in the tenderer's name or another authorised person or a person empowered to represent the tenderer

**APPENDIX 5 - DECLARATION ON HONOUR OF CONSENT WITH THE COMMERCIAL CONDITIONS AND THE REQUIREMENTS FOR THE SCOPE OF THE CONTRACT****DECLARATION ON HONOUR OF CONSENT WITH THE COMMERCIAL CONDITIONS AND THE REQUIREMENTS FOR THE SCOPE OF THE CONTRACT**

The Tenderer: .....

(Company name and registered office/place of business of the tenderer)

who is submitting a bid within the context of the Call for bids announced by the Contracting Entity **InoBat Auto j.s.a., Dolná 5, 974 01 Banská Bystrica**, for the Scope of the Contract **“Manufacturing 600 pcs of Prismatic Cells and testing“**:

**I declare on my honour that**

**I fully consent to the commercial conditions stated in the Purchase Agreement, which constitutes an integral part of this Call for bids including its Appendices, as well as to the requirements for the Scope of the Contract stated in the Call for bids.**

In ....., on .....

-----  
Name, surname, position, signature, and stamp *(if the tenderer uses a stamp)*  
statutory representative authorised to act in the tenderer's name or another authorised person or a person empowered to represent the tenderer

**APPENDIX 6 - DECLARATION ON HONOUR ABOUT SUBCONTRACTORS**

**DECLARATION ON HONOUR ABOUT SUBCONTRACTORS**

The Tenderer: .....

(Company name and registered office/place of business of the tenderer)

who is submitting a bid within the context of the Call for bids announced by the Contracting Entity **InoBat Auto j.s.a., Dolná 5, 974 01 Banská Bystrica**, for the Scope of the Contract **“Manufacturing 600 pcs of Prismatic Cells and testing“**:

**I declare on my honour that**

a) During the performance of the stated Scope of the Contract, I shall not award any part of the Contract to subcontractors, and I shall perform the whole Scope of the Contract with my own capabilities.

OR (the tenderer chooses either option a) or option b), depending on which one is applicable in their case)

b) I intend to award the performance of a part of the Contract to the following subcontractors, whose list is complete in such a way, that together with the capacities of the tenderer, the Scope of the Contract can be properly and completely performed under the given conditions, and this cooperation has been consulted with the listed subcontractors both in terms of the conditions of the performance, as well as in terms of the submitted proposal for the fulfilment of the price criterion.

List of subcontractors:

Name, registered office, and registration number of the subcontractor	Person authorised to act in the name of the subcontractor, name and surname	Subject of the subcontract	Share of the subcontract within the whole Scope of the Contract in EUR excluding VAT or in %

(The tenderer shall use as many lines of the table as are necessary for the number of subcontractors)

I am aware of the legal consequences of a false statement concerning the matters stated in the previous paragraphs.

In ..... on .....

-----  
Name, surname, position, signature, and stamp *(if the tenderer uses a stamp)*  
statutory representative authorised to act in the tenderer’s name or another authorised person or a person empowered to represent the tenderer