

STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office at Prague 1, Růžová 6, House No. 943, Postal Code 110 00
registered in the Commercial Register administered by the Municipal Court in Prague,
section ALX, file 296

Represented by

Tomáš Hebelka, MSc,
Chief Executive Officer



TENDER DOCUMENTATION

(hereinafter "TD")

for the purpose of processing tenders for supply contract to be awarded in over-threshold regime in an open procedure pursuant to Section 56 of Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the "Act"¹)

**Computer to High-Security Plate/Film and
relating Plate Processor for Wet Offset
Plates**

Osvětová jednotka a vyvolávací automat

¹ Please find the English version of the Act under this link: https://portal-vz.cz/wp-content/uploads/2019/06/Zakon-c-134_2016-Sb-o-zadavani-verejnych-zakazek-EN.pdf Please note that unfortunately it is not the final version of the Act, which has been amended afterwards.

1. IDENTIFICATION DATA OF THE CONTRACTING AUTHORITY

Contracting Authority:	STÁTNÍ TISKÁRNA CENIN, státní podnik
Registered office:	Prague 1, Růžová 6, House No. 943, 110 00, Czech Republic
Business ID:	00001279
Statutory body:	Tomáš Hebelka, MSc, Chief Executive Officer
Contact person:	Monika Řeháčková
e-mail:	rehackova.monika@stc.cz
Data box identifier:	hqe39ah
Contracting Authority 's profile / electronic tool:	https://mfcr.ezak.cz/profile_display_53.html

(hereinafter the “**Contracting Authority**” or the “**Buyer**”)

1. COMMENCEMENT OF THE TENDER PROCEDURE

This tender procedure begins in accordance with Section 56 (1) of the Act upon sending of the Notice of the Tender Procedure Commencement to the Official Public Procurement Journal in accordance with the Sec. 212 of the Act.

2. SUBJECT OF THE PUBLIC PROCUREMENT

2.1. The subject matter of this public contract is the Contractor's obligation:

- 2.1.1. to supply the Buyer with a Computer to High-Security Plate/Film and relating Plate Processor for Offset Plates (Direct thermal plate exposure system for dry and wet offset plates as well as ablative films), including all other related accessories and equipment, manufactured under applicable EU directives and regulations related to the subject of this Contract and in line with the technical specifications attached as Annex No. 1 to the Draft Contract which forms the Annex no. 1 hereof (hereinafter the “**Draft Contract**”) (hereinafter referred to as the “**Device**” regardless of whether the Device consists of 1 or more pieces unless otherwise stated by individual provisions hereof) and further transfer to the Buyer ownership of the Device under the conditions set out in the present Contract;
- 2.1.2. to make deliveries of the required amount of consumables, spare parts and relating material for the Device, at the express request of the Buyer, further specifications of consumables are given in Annex No. 2 to the Draft Contract – Consumables, relating material and servicing (hereinafter referred to as together only “**Material**”);
- 2.1.3. to grant repair and services not covered by the warranty (hereinafter “**out of warranty service**”).

2.2. The subject of this public contract also includes the:

- 2.2.1. transportation and moving of the Device to the determined Buyer's facility and place of installation, including liability insurance which provides cover for damage to the Device, DDP Praha (Incoterms® 2020),

- 2.2.2.** installation including measures to ensure even distribution of the weight of the Device at the installation site in accordance with Annex 1 to the Draft Contract and commissioning of the Device, verification of its serviceability within the trial operation period in the scope of 60 calendar days of its test run;
- 2.2.3.** supply of the necessary quantity of consumables for commissioning and verification of the quality and serviceability of the Device at minimum quantity 400 pcs of printing plates, whereas stated amount of 400 pcs of plates, the Seller requires to divide in the manner specified in Annex 1 of the Draft Contract;
- 2.2.4.** training of specified Buyer's employees in the Device operation and maintenance for at least 2 persons (hereinafter referred to as the "operator training"), conducted at the Buyer's facility within the extent according to the Seller's recommendation, but minimum of 3 business days (8 hours per day, 60 minutes per hour),
- 2.2.5.** to handover of certificates and documents relating to the use of the Device, as specified in Annex No. 3 List of documents and technical documentation, which is an integral part of the Draft Contract (in particular, a complete operating and maintenance instructions according to EU standards and technical documentation in the Czech language);
- 2.2.6.** to handover to the Buyer a list of all installed computers including their basic parameters and software specifications, which are part of the delivery specified herein, including ID numbers and software licence numbers. The above mentioned list must clearly state whether it is an OEM (Original Equipment Manufacturer) version. If this SW identification is missing, it is understood that this is not an OEM version.
- 2.3.** A detailed technical specification outlined by the Contracting Authority and further definition of the subject of performance of this public contract is the Draft Contract and is binding for Contractors in a full extent.
- 2.4.** In accordance with the Sec. 36 (4) of the Act the Contracting Authority states that no part of the tender documentation has been drafted by a person other than the Contracting Authority.

3. CLASSIFICATION OF THE SUBJECT OF THE PUBLIC CONTRACT

CPV code	Subject of the public contract
38651300-6 -	Cameras for preparing printing plates or cylinders
79822100-3	Print-plate making services
42962000-7	Printing and graphics equipment
48700000-5	Software package utilities
42900000-5	Miscellaneous general and special-purpose machinery

4. MAXIMAL VALUE OF THE PUBLIC CONTRACT

The Contracting Authority stipulates that a maximum price of the Device stated **in the Art. V (2) of the Draft Contract** shall be **460 000 EUR excluding VAT**. Exceeding this maximum price by the selected Contractor shall be considered as nonfulfillment of the tender conditions.

5. REQUIREMENTS FOR VARIANT SOLUTIONS

The Contracting Authority does not permit variants pursuant to Section 102(1) of the Act.

6. REQUIREMENTS FOR THE SINGLE FORM OF PRESENTING THE TENDER PRICE

- 6.1. In its tender, the tender participant (hereinafter referred to as the “participant”) shall determine the tender price in its bid in EUR excl. VAT, specifically **in Art. V (2) of the Draft Contract (Annex 1 to this TD) and its Annex No. 2** (commonly hereinafter referred to as the “tender price”). The participant shall determine a detailed structure of the tender price as required in the Draft Contract.
- 6.2. The tender price shall be specified as the maximum acceptable price, including any and all costs to be incurred by the Contractor in association with performance of the subject of the public contract (and customs duties as long as the subject of performance is liable to customs duty in the Czech Republic).
- 6.3. The Contracting Authority requests that the participants would stipulate their tender prices with a precision of two decimal places.
- 6.4. The participant is not entitled to make the offered tender price conditional to an additional condition.
- 6.5. The tender price, or any portion thereof, indicated in the tender as provided for under the present TD, shall be a positive number; the Contracting Authority does not permit a zero price.
- 6.6. The participant is responsible for the correctness of the VAT rate and size determination, as well as any other fees and taxes, in accordance with regulations in force.

7. PLACE OF PERFORMANCE OF THE PUBLIC CONTRACT

The place of performance is at the following address: **Production plant I - Růžová 6, House No. 943, 110 00 Prague 1, Czech Republic.**

8. PERIOD OF PERFORMANCE OF THE PUBLIC CONTRACT

- 8.1. Estimated time frame for Draft Contract conclusion: **without any undue delay after selection of the Contractor, preliminary in June 2021**
- 8.2. Period of Performance: **binding delivery terms are determined in Art. IV of the Draft Contract.**

9. QUALIFICATION REQUIREMENTS

9.1. Compliance with the qualification requirements

- a) The Contractor is required to prove its qualifications at the latest by the tender submission deadline.
- b) The qualification requirements are deemed to be met by a Contractor that demonstrates compliance with:

- the basic capacity within the meaning of Section 74 and Section 75 of the Act,
- the professional capacity according to Section 77 of the Act,
- the technical qualification requirement according to Section 79 of the Act.

In accordance with the provision of Section 86(2) of the Act, for purpose of tender submitting, the Contractor may substitute the submission of the documents regarding the basic capacity in pursuant to Sec. 74 of the Act with a statutory declaration. The Contractor may use the sample affidavit stated in Annex 3a to this TD (Affidavit on compliance with the basic capacity).

The Contractor is required to submit documents regarding the professional capacity pursuant to Sec. 77 of the Act and the technical qualification pursuant to Sec. 79 of the Act in compliance with the requirements stated in this TD.

Pursuant to the provisions of Section 87 of the Act the Contractor may also prove compliance with the qualification requirements by submission of the unified European certificate of compliance for public procurement purposes.

Pursuant to the provision of Section 122(3) of the Act, the selected Contractor (i.e. the winner) shall submit the electronic originals or electronic notarised copies of the documents prior to signing the contract, unless they have been submitted in the tender procedure.

The means of proof for basic capacity pursuant to Section 74 of the Act and professional capacity pursuant to Section 77(1) of the Act must show compliance with the required qualification criterion at the latest 3 months BEFORE THE DATE THE TENDER PROCEDURE IS COMMENCED.

9.2. Basic Capacity

9.2.1. A Contractor shall not be considered qualified if:

- In the country of their registered seat**, they have been convicted of the criminal offence specified in Annex 3 to the Act or an equivalent criminal offence under the legal system of the country of their registered seat during the last 5 years before the date on which the tender is commenced; any quashed convictions shall be disregarded; for legal entities, this requirement shall be met by both the legal entity and each and every member of the statutory body. If a member of the statutory body of the Contractor is a legal entity, then the legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the Contractor, must comply with this requirement.

Where the tender or request for participation is being submitted by a branch of a foreign legal entity, then the legal entity and the manager of the branch of the foreign legal entity must also comply with this

requirement.

If the tender or request for participation is being submitted by a branch of a Czech legal entity, then in addition to the aforementioned statutory bodies, the manager of the Czech branch must also comply with this requirement.

- b) The Contractor owes any due unpaid tax arrears either **in the Czech Republic or in the country of the Contractor's seat**,
- c) The Contractor owes any unpaid arrears for public health insurance premiums or penalties **either in the Czech Republic or in the country of the Contractor's seat**,
- d) The Contractor owes any unpaid arrears for premiums or penalties for social security and contributions to state employment policy **either in the Czech Republic or in the country of the Contractor's seat**,
- e) The Contractor is in liquidation, and decision has been issued declaring the Contractor to be insolvent, forced administration has been imposed on the Contractor pursuant to different legislation or in a similar situation **under the laws of the country of the Contractor's registered seat**.

9.2.2. Proof of fulfilment of the basic capacity by a Contractor with its seat in the Czech Republic

The Contractor shall demonstrate compliance with the basic capacity in relation to the Czech Republic as the country of their registered office by submitting:

- a) an extract from the Criminal Register regarding the 9.2.1 (a) of this TD,
- b) a certificate issued by the competent tax authority regarding the 9.2.1 (b) of this TD,
- c) a written sworn statement on excise tax regarding the 9.2.1 (b) of this TD,
- d) a written sworn statement regarding the 9.2.1 (c) of this TD,
- e) a certificate issued by the applicable regional Social Security office regarding the 9.2.1 (d) of this TD,
- f) an excerpt from the Commercial Registry or a written sworn statement providing that the participant is not recorded in the registry, regarding the 9.2.1 (e) of this TD.

9.2.3. Proof of fulfilment of the basic capacity by a Contractor with its seat outside of the Czech Republic (foreign Contractor)

The Contractor shall demonstrate compliance with basic capacity in relation to the Czech Republic by submitting:

- a) a certificate issued by the competent Czech tax authority regarding the 9.2.1 (b) of this TD,
- b) a written sworn statement on excise regarding the 9.2.1 (b) of this TD,
- c) a written sworn statement regarding the 9.2.1 (c) of this TD,

- d) certificate issued by the applicable Czech Social Security Administration regarding the 9.2.1 (d) of this TD.

The Contractor shall prove fulfilment of the conditions for capacity in relation to the country of the Contractor's registered seat by submitting, in accordance with:

- a) the 9.2.1 (a) of this TD;
- b) the 9.2.1 (b) of this TD;
- c) the 9.2.1 (c) of this TD;
- d) the 9.2.1 (d) of this TD;
- e) the 9.2.1 (e) of this TD; whereas

the Contractor shall be required to prove basic capacity requirements in relation to the country of the Contractor's registered seat in accordance with the Sec. 81 of the Act by submitting documents issued in accordance with the laws of the country where they were obtained, to the extent required by the Contracting Authority.

If the required document is not issued under the applicable law of said country, then in accordance with the provisions of Section 45 (3) of the Act it may be substituted by **a written affidavit**.

9.3. Professional capacity

Compliance with the professional capacity pursuant to the provision of Section 77(1) of the Act shall be proved by the Contractor submitting **a copy of an excerpt from the Commercial Register** or similar records, if registration in such records is required by a different legal regulation.

9.4. Technical qualification

9.4.1. In **accordance** with the provision under Section 79(2)(b) of the Act, the Contractor shall submit **a list of minimum 2 major supplies** completed by the Contractor during the **last 3 years before the commencement of the procurement procedure**, including the prices and periods of performance of the services and the client's identification data.

- **As a major supply, the Contracting Authority considers such a supply whose subject matter is similar to the subject matter of this public contract, that means a delivery and installation of a device for production of commercial wet offset, watterless offset, nyloprint plates and ablative films.**

The list of major supplies submitted by the Contractor shall contain data relevant for proving the required qualification fulfilment, but at least the following details:

- a) name of the contractor who provided the performance (could be the Participant or a Subcontractor),
- b) name of the client the contract was performed for,
- c) period of performance (in details of months),
- d) scope of performance,

- e) financial volume (sum) for the performance,
- f) client's contact person with whom the information may be verified (name, business telephone number and email, in compliance with the applicable personal data protection laws in the country of the Contractor).

The Contractor is entitled to use a pattern attached in Annex 3b hereof for proving fulfilment of the technical qualification.

9.4.2. In accordance with the provision under Section 79(2)(k) of the Act, the Contractor shall submit samples of the products to be supplied:

Minimum level to fulfil the requirement and manner of fulfilment of this qualification criterion

The Contractor shall be obliged to submit the samples as described and require in the Annex 3c hereof.

Graphis grounds for the testing are stated in the Annexes 3d and 3e hereof.

(all samples required to be submitted according to the 9.4.2 hereof hereinafter referred to as the “**Qualification Samples**”)

9.5. Demonstrating qualification requirements obtained abroad

Where the required qualification both of a Contractor with a registered seat in the Czech Republic and of a foreign Contractor has been obtained abroad, the compliance with Section 81 of the Act shall be demonstrated by submitting the documents issued under the legal system of the country where it was obtained, in the scope required by the Contracting Authority .

If the required document is not issued under the applicable law of said country, then in accordance with the provisions of Section 45 (3) of the Act it may be substituted by **a written affidavit. This applies if the required document does not have its equivalent in the jurisdiction where the qualification was obtained (i.e. the required document does not exist in the foreign legislative system) and also if the foreign legislation does not require compliance which the Contracting Authority requires to be proved by the respective document submission. In the latter case the Contractor provides an affidavit stating non-existence of the obligation, compliance with which the Contracting Authority requires to be proved.**

9.6. Submitting proof of compliance with the qualification requirement through another entity

If the Contractor is unable to prove compliance with a certain part of the qualification requirements in the full scope it may provide the missing proof by means of another entity.

In such a case, the Contractor shall submit the following documents to the Contracting Authority:

- a) documentary proof of compliance with the professional capacity pursuant to Section 77(1) of the Act (Commercial Register) through another entity,
- b) documents proving compliance with the missing part of the qualification requirements through another entity,

- c) documentary proof of compliance by (that) other entity with the full capacity pursuant to Section 74(1) of the Act,
- d) written undertaking by the other entity to provide the services and supplies required for the performance of the public contract or to provide any items or rights at the disposal of the Contractor when the latter performs the contract, at least within the scope the other entity has proved compliance with the qualification requirements on behalf of the Contractor.

It is presumed that the requirement set out in paragraph (d) above is met if the written commitment of another person contains joint and several liability of such person and the Contractor for the performance of the public contract. Where, however, the Contractor proves qualification through the other person and submits documents pursuant to Section 79 (2) (a) (b) or (d) (*if required*) relating to such person, the document under paragraph (d) above shall contain a commitment that the other person shall carry out the works or services to which the qualification criterion in question relates.

9.7. Proving compliance with the qualification requirements for joint tenders

Where the subject of the public contract is to be performed by several Contractors acting in concert pursuant to Section 82 of the Act, and the Contractors submit or wish to submit a joint tender to that end, each of them shall prove compliance with the basic capacity in accordance with Section 74(1) of the Act and with the professional capacity in accordance with Section 77(1) of the Act (i.e. extract from the Commercial Register, if the applicable foreign legislation so requires), separately and in full.

Where the subject of the public contract is to be performed by several Contractors acting in concert pursuant to Section 82 of the Act, they shall submit to the Contracting Authority, along with the means of proof showing their compliance with the qualification requirements, an agreement containing the undertaking of all of the Contractors to be jointly and severally liable to the Contracting Authority and to third parties in respect of any legal relationships in connection with the contract during the entire term of performance thereof, as well as throughout the existence of any other obligations ensuing from the public contract.

9.8. Requirement to specify subcontractors

In accordance with the provision of Section 105(1) of the Act, the Contracting Authority demands that the participants specify in their tenders any parts of the public contract they intend to assign to one or more subcontractors.

In their tender, the participant shall present a list of subcontractors along with information on the parts of this public contract that will be implemented by each of the subcontractors, specifying the type of supplies, services or construction works and the share (%) of such supplies, services and works in the financial amount dedicated to the public contract (Annex 4 to this TD).

If the participant does not want to subcontract any part of the public procurement project, they are liable to submit an affidavit stating this as part of their tender (Annex 4 to this TD).

9.9. Each participant may submit one tender under the tender procedure only.

A Contractor that submits their tender in the tender procedure shall not, at the same time, be an entity through which another Contractor proves its qualification under the same part of the tender procedure.

The Contracting Authority shall exclude a participant who has submitted several tenders either separately or jointly with other participants or has submitted a tender and at the same is used as an entity through which another participant proves their qualification under the same part of the tender procedure.

10. EVALUATION CRITERIA, METHOD OF EVALUATION

10.1. Evaluation Criteria

The basic evaluation criterion for the award of this public contract is the economic advantageousness of the tender.

10.2. The Contracting Authority sets out the following evaluation criteria based on which the economic advantageousness of tenders will be assessed:

Evaluation sub-criterion		Weight in %
A	Tender price for the Device in EUR excl. VAT in accordance with the in Art. V (2) of the Draft Contract	90 %
B	Tender price of <u>five-year cost</u> of Material in accordance with the Draft Contract under the condition that the Contracting Authority processes the amount of 1000 m ² of printing plates per year, in EUR excl. VAT in accordance with the Annex 5 hereof	10 %

10.3. Sub-criterion A: Tender price for the Device in EUR excl. VAT in accordance with the in Art. V (2) of the Draft Contract

Under this sub-criterion, the Contractor will submit the tender price prepared in accordance with the in Art. V (2) of the Draft Contract.

The Contracting Authority will evaluate the tender price in EUR, excl. VAT, on a scale from 0 to 100. Each tender will be assigned a score under this sub-criterion, which reflects the rate of success of the respective tender in terms of the evaluation sub-criterion. For this sub-criterion, under which the most advantageous tender has the minimum value of the sub-criterion, the assessed tender will be assigned a score, calculated as the ratio of the most advantageous tender to the assessed tender multiplied by 100.

10.4. Sub-criterion B: Tender price for five-year cost of Material in accordance with the Draft Contract under the conditions that the Contracting Authority processes the amount of 1000 m² of printing plates per year, in EUR excl. VAT in accordance with the Annex 5 hereof

Under this sub-criterion, the Contractor will submit the tender price, prepared according to the model example, attached as Annex 5 to this TD. The Contractor is obliged to submit such a model example as a part of its bid.

The Contracting Authority notifies the Contractor that the quantity specified in Annex 5 hereof is only an estimate and shall only be used for purposes of evaluating the tenders, i.e. the Contracting Authority does not guarantee that it will actually purchase the stated quantity from the selected Contractor.

The prices specified by the Contractor according to the model example will correspond and arise from the prices specified in the Annex 2 of the Draft Contract.

To evaluate the price of the maintenance service in EUR, excl. VAT, the Contracting Authority will use a scale from 0 to 100. Each tender will be assigned a score under this sub-criterion, which reflects the rate of success of the respective tender in terms of the evaluation sub-criterion. For this sub-criterion, under which the most advantageous tender has the minimum value of the sub-criterion, the assessed tender will be assigned a score, calculated as the ratio of the most advantageous tender to the assessed tender multiplied by 100.

10.5. Method of evaluation


The score reduced by the weight of each sub-criterion will be used for evaluating the tenders.

To evaluate the tenders, the Contracting Authority will use a scale from 0 to 100. Each tender will be assigned a score under this sub-criterion, which reflects the rate of success of the respective tender in terms of the evaluation sub-criterion.

To evaluate the economic advantageousness of the tenders, the individual scores of tenders under the sub-criteria will be multiplied by the weight of the relevant sub-criterion. Based on the sum of the resulting scores under all criteria, the tenders will be ranked depending on their rate of success, where the most successful tender will be the tender which achieved the highest score.

The contractor is not entitled to set further conditions regarding the proposed values (data) that are subject to evaluation. If additional conditions are set or several different alternatives are used for the values that are subject to evaluation, this may be a reason for exclusion the relevant tender and the contractor from the award procedure. A similar procedure will be applied by the Contracting Authority if any value that is subject to evaluation is specified in a different quantity or form than as required by the Contracting Authority.

11. GENERAL BUSINESS CONDITIONS AND TERMS OF PAYMENT

- 11.1.** The payment and business terms and conditions are specified in the binding Draft Contract (Annex 1 to the TD).
- 11.2.** The Draft Contract is binding upon the participant. The participant is only allowed to complete the Draft Contract with information marked as incomplete  or amend data where it explicitly required.
- 11.3.** The participant shall submit the Draft Contract as a part of its tender in a simple copy including the Annexes.
- 11.4.** In case of a joint tender, all participants shall be stated in the Draft Contract.

12. PUBLICATION OF THE TD

Pursuant to Section 96(1) of the Act, the Contracting Authority shall publish the full TD, as well as any potential clarification thereof, amendments and additional information, at its Contracting Authority profile / electronic instrument https://mfcr.ezak.cz/profile_display_53.html.

13. REQUEST FOR CLARIFICATION OF THE TENDER DOCUMENTATION, COMMUNICATION IN THE COURSE OF THE TENDER PROCEEDING

- 13.1. Pursuant to Section 98(3) of the Act, the Contractor is entitled to request from the Contracting Authority clarification hereof via the data box of the Contracting Authority, electronically by e-mail to: rehackova.monika@stc.cz or via electronic instrument.
- 13.2. The Contracting Authority shall publish the written clarification hereof including the accurate wording of the inquiry without the inquiring Contractor's identification but with potential related documents within 3 business days from receipt of the Contractor's inquiry, at the Contracting Authority 's profile / electronic instrument.
- 13.3. The Contracting Authority may also provide written clarification of this TD to the participants without a prior request.
- 13.4. To comply with the principle of equal treatment of all participants, the potential clarifications, amendments or additional information to the tender documentation may not be provided by phone. **The Contractor is therefore recommended to periodically monitor the Contracting Authority 's profile / electronic instrument https://mfcr.ezak.cz/profile_display_53.html.**
- 13.5. The Contracting Authority hereby emphasises that in compliance with Section 4(1) of the Decree No. 260/2016 Coll., on specification of more detailed conditions concerning electronic instruments, electronic acts in public procurement processes and conformity certification, in communication by means of an **electronic instrument** a document shall be deemed delivered **already at the moment of receipt of the data message at the electronic address of the data message addressee in the electronic instrument.**
- 13.6. The Contracting Authority further emphasises that in compliance with Section 211(6) of the Act, in communication by means of a **data box** a document shall be deemed **delivered at the moment of its delivery to the data box of the addressee.**

14. OTHER TENDER CONDITIONS OF THE CONTRACTING AUTHORITY

- 14.1. This TD is binding for Contractors.
- 14.2. **Description of technical solution, technical documentation**

In accordance with the Sec. 37(1)(b) of the Act the Contracting Authority requires the participant's tender to include the following specification and documentation regarding the offered technical solution and other components, which **shall be in accordance with all requirements of the Contracting Authority in this public contract**, as a part of determined technical conditions of participation:

	Type	Details
1.	Detailed technical description of the offered Device in writing	The description shall contain at least the dimensions of the offered Device, weight of the offered Device, the connection points including the requirements on installation (in particular the electricity, water, waste, suction if relevant)
2.	Catalogue Sheet of the offered Device	If relevant
3.	Detailed technical drawings of the offered Device	<p>The Contracting Authority requires the Contractor to draw the offered Device in the recommended orientation (including loading points of the Device) in the Installation Site Drawing attached as <u>Annex 6a</u> to this TD, <u>which is binding for Contractors.</u></p> <p>The requested drawing will be part of the Contractor's tender, <u>both in PDF digital form and editable DWG form.</u></p> <p>The Contracting Authority shall reserve the right upon the agreement with the selected Contractor to change the orientation and placing of the Device within the given place of installation.</p>

Documents submitted in accordance with this section hereof shall create a part of Annex no. 1b of the Draft Contract.

Static Assessment:

Fulfilling of the stipulated floor load capacity by the offered Device shall be verified by independent static assessment which shall be arranged and run by the Contracting Authority as a part of tender assessment procedure, thus at latest before the contract conclusion with the selected contractor (in accordance with Sec. 39(4) of the Act).

If a subsequent independent static expertise of the offered Device run by the Contracting Authority ends negatively, i.e. does not allow such a combination of parameters based on the offered technical solution and foreseen place of installation regarding the stipulated floor load capacity, it shall constitute a reason to exclude such a participant from the tender procedure in accordance with Section 48(2)(a) of the Act.

14.3. Legal form

In accordance with Section 48(9) of the Act, the Contracting Authority is required to exclude the participant from the tender procedure if the Contracting Authority finds out that the exclusion conditions as defined under Section 48(7) of the Act apply to the participant, **i.e. the selected participant is a joint stock company or has a legal form similar to that of a joint stock company and has not issued book-entered shares only.** If the selected Contractor has its registered office abroad and is a joint-stock company or has a legal form similar to a joint-stock company, the Contracting Authority shall require it to submit an affirmation in writing showing which persons are holders of shares whose aggregate nominal value exceeds 10 % of the registered capital of the participant, and indicating the source on which the information on the amount of the share of shareholders is based.

15. VISIT TO THE SITE OF PERFORMANCE

- 15.1.** Visit to the site of performance including the transport way shall take place **on 5.4.2020 at 9:30 AM**, at the **Production plant I - Růžová 6, House No. 943, 110 00 Prague 1, Czech Republic**. Gathering point of applicants is at the reception.
- 15.2.** Given the current epidemiologic situation regarding the spreading of the coronavirus / referred to as SARS CoV-2 / and unpredictable situation of anti-pandemic emergency measures of each countries, the Contracting Authority **hereby reserves a right not to organise the visit to the site of performance in person (i.e. physically), but by using remote access technologies (i.e. connection via teleconference including showing pictures from the site of the performance) from safety reasons.** All legal requirements and principles used for physical visit of the site of the performance according to the Act shall be used to the same extent (hereinafter as well as the **“remote visit”**). The remote visit shall take place on the same date and time as stated above.
- 15.3.** Contractor who is attending the visit to the site of performance shall send the following data to the following address: rehackova.monika@stc.cz, no later than 2 business days before the term of the visit to the site of performance:
- Name of the company, including its ID number
 - Name and surname of the natural persons, who are attending, including its phone and email contact
- 15.4.** **The Contracting Authority shall inform the applicants, who signed up in accordance with the subpar. 2 hereof, no later than 3 business days before the term of the visit to the site of performance, which type of the visit shall be organised, i.e. either in person or as remote visit.**
- 15.5.** Maximum number is 2 persons per the Contractor may attend the visit to the site of performance, the foreign companies may include one extra person as an interpreter. The persons shall submit in person or send plain copies electronically (in case of a remote visit) of the following documents:
- Written authorisation to attend the visit on behalf of the Contractor (if a

governing body of the Contractor is attending the excerpt of the commercial register proving the relation between the Contractor and the person)

- Valid identification document including a photograph

15.6. Representatives of the Contractor shall sign a non-disclosure agreement before entering regime zones of the Contracting Authority, if relevant

15.7. The Contracting Authority notifies the representative in advance that no acquiring of photographs or video recordings is allowed. This applies analogically in case of a remote visit.

16. CONDITIONS FOR CONTRACT CONCLUSION (applies for the winner of the procedure)

16.1. Actual Owners

If details regarding the actual owner of a selected Contractor (i.e. the winner) who is a legal entity cannot be determined in the manner according to Section 122(4) of the Act, the Contracting Authority in the demand according to the provisions of Section 122(5) of the Act shall call upon the selected Contractor to submit an excerpt from records or similar records with details about the actual owners, or:

- a) For revelation of identification details of all persons who are the actual owners, and
- b) For submission of documents showing the relationship of all the persons under (a) to the Contractor; these documents include, but are not limited to:
 1. extract from the Commercial Register or an equivalent register,
 2. list of shareholders,
 3. decisions of the statutory body regarding the payment of a share of the profit,
 4. memorandum of association, deed of foundation or articles of association.

Any and all documents shall be submitted by the Contractor in the language required by the Contracting Authority in this TD.

16.2. Originals or certified copies of the documents submitted as proof of compliance with the qualification requirements

In accordance with the provision of Section 122(3)(a) of the Act, the selected Contractor shall, prior to entering into the contract, submit the originals or certified copies of the documents they submitted as proof of compliance with the qualification requirements unless the same have already been submitted as part of their tender.

In compliance with regulation stated in the Sec. 211 of the Act, the selected supplier shall submit qualification documents which have been either issued as electronic originals, or they have to be converted from paper originals to electronic originals by a state authority, i.e. no scanned copies are unfortunately allowed.

Regarding obtaining individual documents to prove fulfilment of basic capacity, find further information in Annex 7 hereof.

16.3. Insurance Contract

In accordance with Section 104(a) of the Act, before signing the Draft Contract, the selected Contractor (i.e. the winner) is required to submit a plain copy of insurance contracts with the subject of third-party damage liability insurance of the Contractor with the minimum indemnity limit of at least **190 000 EUR**. An equivalent document for proof of this requirement is also a simple copy of the insurance certificates or a simple copy of the confirmation of insurance contracts issued by the insurer.

16.4. Reliability of domestic VAT payers

16.4.1. In accordance with Section 6 (4) of the Act the Contracting Authority requires the selected Contractor, who is a domestic VAT payer (in the Czech Republic), to be a reliable tax payer pursuant to Section 106a of the Act No. 235/2004 Coll., on value added tax, as amended. In accordance with Section 104(e) of the Act, before signing the contract, the selected Contractor, who is a domestic VAT payer, is required to submit a plain copy of **an extract/printscreens from the database published by the tax administrator in a manner that allows remote access, the so-called “Register of VAT Payers/Registr plátců DPH”**.

16.4.2. Given the current legislation and the fact that the Contracting Authority is not liable for VAT on behalf of a Contractor, who is not a domestic VAT payer (in the Czech Republic), requirement stated in the Art. 1.1. hereof, is not applicable for a Contractor, who is not a domestic VAT payer (in the Czech Republic).

16.5. Bank Confirmation on the Bank Account

In accordance with Section 104(e) of the Act, before signing the contract, the selected Contractor is required to submit a plain copy of a confirmation of the bank that the bank account stated by the selected Contractor in the tender belongs to the selected Contractor.

17. TENDER SUBMISSION CONDITIONS

17.1. The Contracting Authority does not require the participant to ensure that all the documents or declarations have been signed by the statutory body of the participant or person authorised to act on behalf of or for the participant. The participant by submission of the tender through an electronic instrument confirms that the tender has been submitted by the person authorised to undertake such acts and by submission of the tender the participant at the same time also agrees with the tender conditions stipulated by the Contracting Authority and the law.

17.2. The tender shall be submitted in the **Czech or English language, or its combination**. Should any part of the tender be in a language other than the Czech or English, it must be translated (plain translation) into the Czech or English language. Documents in Slovak and proof of completed education in Latin shall be submitted by the Contractor without a translation into the Czech or English language.

17.3. Each tender submitted must contain all the documents required by the Act and the Contracting Authority, including required proofs and information.

18. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER, SUBMISSION OF THE TENDER

18.1. The deadline for the tender submission (incl. Qualification Samples) shall end on 28.5. 2021 at 10:00 AM.

18.2. The Contractor shall prepare the tender in electronic form excluding the Qualification Samples required in Art. 9.4.2 hereof, which shall be delivered in accordance with the Sec. 211(3)(c) of the Act separately, in a manner described below.

18.3. Submitting tenders (excl. Qualification Samples) in electronic form:

- The tender shall be submitted through the E-ZAK electronic instrument available at: https://mfcr.ezak.cz/profile_display_53.html.
- All parts of the tender must be legible. No part of the tender may contain crossed-out words or transcriptions which could be misleading for the Contracting Authority.
- **In order to submit the tender, the applicant must register in the electronic instrument (respectively its connected supplier databases “CDD” or “FEN”).**
- **Further details for registration in FEN and verifying identity is available at:** <https://sites.google.com/fen.cz/napovedafen/> **English** **version:** <https://sites.google.com/fen.cz/napovedafen-en>

Before you start the registration process, please make sure you have:

- a document proving the subjectivity of the organization (e.g. an extract from the business register, certificate of incorporation or another similar document),
- a power of attorney to act on behalf of the organization (if you are a statutory representative, you do not need a power of attorney); you can find a template of the document there, but it is also possible to use your own,
- an electronic signature based on a qualified certificate (for the electronic method of contractor verification).

If the supplier does not dispose of corresponding quality of electronic signature as required during the process of verification the identity, there is **another off-line option** which includes downloading of the document which must signed in paper version and sent along required documents stated above via post. Please follow the given manuals, where everything is described.

- **The process of registration including identity verification may take up to several days.**
- The PC system requirements necessary for proper tender submission are available at: <http://www.ezak.cz/fag/pozadavky-na-system>.
- You may test your browser and system using the following link: https://mfcr.ezak.cz/test_index.html.
- Detailed instructions on how to use the electronic instrument are available in the “user’s manual” available at: <https://mfcr.ezak.cz/manual.html>.

18.4. Submitting Qualification Samples as a part of tenders in material form:

The Contractor is responsible for delivery this part of its tender in a timely manner. The part of tenders shall be delivered to the Contracting Authority's registry desk: STÁTNÍ TISKÁRNA CENIN, státní podnik, Růžová 6, House 943, 110 00 Prague 1 during regular business days between 8:00 – 14:30.

This part of tender shall be submitted in sealed envelope/box secured against unauthorized opening and marked with the tender title **“Computer to High-Security Plate/Film and relating Plate Processor for Wet Offset Plates / Osvětová jednotka a vyvolávací automat – TENDER - DO NOT OPEN”**. The Contractor's address must be specified on the envelope/box.

18.5. The Contracting Authority recommends using the following order:

- Content of the tender
- Tender cover sheet (Annex 2 to this TD)
- Draft Contract including Annexes (Annex 1 to this TD)
- Document proving the fulfilment of the qualification requirements, arranged in the following order (Annex No. 3 to this TD):
 - basic capacity,
 - professional capacity,
 - technical qualification.
- Model example of the cost of Material (Annex No. 5 to this TD)
- List of subcontractors (Annex No. 4 to this TD)

18.6. Where the Contracting Authority demands, under this TD, the submission of documents that must also be submitted as part of the draft contract, it is enough for the participant to submit a single copy of such documents as part of their tender.

18.7. The participant is exclusively responsible for the completeness of the submitted tender – the list of documents contained in this article of the TD is for reference only and is intended to help the participant to compile the tender – if the list fails to indicate a document, whose inclusion in the tender would otherwise result from the tender documentation or from the law, the participant will not be relieved from the responsibility for the incompleteness of the submitted tender by simply pointing out the incomplete list of documents.

19. OPENING OF TENDERS

19.1. The electronic tender opening process is a non-public event. The Contracting Authority shall provide an anonymized list of delivered tenders upon the written request of the participant of this tender procedure (i.e. of the entity who submitted a tender in this procedure).

- 19.2.** The opening of parts of tenders in material form, i.e. **Qualification Samples**, shall take place **without undue delay after the expiry of the limit for the submission of tenders**. The Contracting Authority hereby states that it shall be a public event analogically in accordance with Sec. 110 of the Act, which shall take place in a conference room at the seat of the Contracting Authority at the address: **Prague 1, Růžová 6, House 943, Postal Code 110 00, Czech Republic**. Participants who submitted a tender are entitled (not obliged) to take part in a maximum number of one representative per the participant. The attendees are requested to prove their either legal relationship or contractual authorisation to act on behalf of the participant.

20. OTHER PROVISIONS

- 20.1.** The Contracting Authority shall not reimburse the participants for any costs incurred in connection with their participation in the tender.
- 20.2.** After conclusion of the contract with the selected Contractor, the Contracting Authority shall, pursuant to the relevant provisions of Sec. 219 of the Act, publish the wording of the contract with the selected Contractor, including any amendments and schedules thereto, on the Contracting Authority's profile and in the Register of Contracts.
- 20.3.** By submission of the tender, the participant acknowledges that the Contracting Authority, as the obligated entity under Act No. 340/2015 Coll., on the special conditions for the effectiveness of certain contracts, publishing of such contracts and on the register of contracts (Act on Register of Contracts), is obligated after conclusion of the contract with a selected Contractor to publish this contract in the Register of Contracts. Publication of the contract in the Register of Contracts is an obligatory condition for the contract effectiveness. The Contracting Authority warns that some rights and obligations under the contract, respectively, related periods, may be tied to such publication.
- 20.4.** The Contracting Authority reserves the right to verify or obtain clarification for any information provided by the participants in their tenders before making the final decision on the selection of the best tender.
- 20.5.** The tenders or individual parts of the tenders submitted by the participants or excluded participants shall not be returned.

21. ANNEXES

- Annex 1 – Draft Contract
- Annex 2 – Tender Cover Sheet
- Annex 3a – Affidavit on compliance with the Basic Capacity
- Annex 3b – List of Major Supplies
- Annex 3c – Testing of Samples
- Annex 3d – Grounds for Testing: version 10160dpi
- Annex 3e – Grounds for Testing: version 12800dpi
- Annex 4 – List of Subcontractors
- Annex 5 – Model example of Material
- Annex 6a - Installation Site Drawing (pdf, dwg)

- Annex 6b – Description of Transport Way
- Annex 7 – Manual for obtaining documents regarding Basic Capacity

Prague, dated *as per the electronic signature*

.....
Tomáš Hebelka, MSc

Chief executive officer

on behalf of the Contracting Authority

STÁTNÍ TISKÁRNA CENIN, státní podnik

SUPPLY CONTRACT OF DEVICE AND RELATING SERVICES

registered at the Buyer under no. []/OS/2021

registered at the Seller under no. []

(hereinafter the "Contract")

made on the basis of the result of an open award procedure published pursuant to Act No. 134/2016 Sb., on public procurement, as amended (hereinafter "PPA"),
and

further, pursuant to Section 2079 et seq. of Act No. 89/2012 Coll., Civil Code, as amended
(hereinafter referred to as the "Civil Code")

by and between:

STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office at Praha 1, Růžová 6, House 943, zip code: 110 00, Czech Republic
registered in the Commercial Register administered by the Municipal Court in Prague,
Section ALX, File 296

represented by: **Tomáš Hebelka, MSc, chief executive officer**

Comp. Reg. No.: 00001279

VAT ID: CZ00001279

Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.

Account No.: 200210010/2700 EUR

IBAN: CZ44 2700 0000 0002 0021 0010

SWIFT: BACX CZPP

(hereinafter referred to as the "**Buyer**")

and

[the Seller shall add its business name and further identification details]

with its registered office at []

registered in the Commercial Register kept by [], Section [], File []

represented by: []

Company ID: []

VAT ID: []

Bank details: []

Account No.: []

IBAN: []

SWIFT: []

(hereinafter referred to as the "**Seller**")

(the "Buyer" and the "Seller" hereinafter referred to collectively as the "**Contracting Parties**")

Representatives authorised for contractual and economic matters:

on behalf of the Buyer: **Tomáš Hebelka, MSc**, chief executive officer
on behalf of the Seller: [redacted]

Representatives authorised for factual and technical matters:

on behalf of the Buyer: **Vladimíra Štědronská**, Head of Department of Purchasing and Logistics
on behalf of the Seller: [redacted]

I. INTRODUCTORY PROVISIONS

- 1) This Contract is concluded on the basis of the results of the public contract procedure in accordance with PPA titled **“Computer to High-Security Plate /Film and relating Plate Processor for Wet Offset Plates“ / “Osvětová jednotka a vyvolávací automat”** (hereinafter referred to as the “Tender Procedure”) with the Seller who meets all the tender conditions and whose tender was selected as the most economically advantageous. The basis for this Contract is also the Seller's tender for the tender procedure submitted on [the Seller shall add the date of its tender submission], the content of which is known to the Parties (hereinafter referred to as the “Tender”).
- 2) When interpreting the content of this Contract, the Parties are obliged to take into account the tender conditions and the purpose related to the Tender Procedure. The provisions of laws and regulations on interpretation of legal conduct are not affected by this.

II. SUBJECT OF THIS CONTRACT

1. The Seller undertakes:
 - a) to supply the Buyer with a Computer to High-Security Plate/Film and relating Plate Processor for Offset Plates (Direct thermal plate exposure system for dry and wet offset plates as well as ablative films), including all other related accessories and equipment, manufactured under applicable EU directives and regulations related to the subject of this Contract and in line with the technical specifications attached to this Contract as Annex No. 1, which is an integral part hereof, and in line with the Tender (hereinafter referred to as the “Device” regardless of whether the Device consists of 1 or more pieces unless otherwise stated by individual provisions of this Contract) and further transfer to the Buyer ownership of the Device under the conditions set out in the present Contract;
 - b) to make deliveries of the required amount of consumables, spare parts and relating material for the Device, at the express request of the Buyer, further specifications of consumables are given in Annex No. 2 to this Contract – Consumables, relating material and servicing (hereinafter referred to as together only “Material”);
 - c) to grant repair and services not covered by the warranty (hereinafter “out of warranty service”).
2. The subject of this Contract according to par. 1(a) includes:

- a) transportation and moving of the Device to the determined Buyer's facility and place of installation, including liability insurance which provides cover for damage to the Device, DDP Praha (Incoterms® 2020),
 - b) installation including measures to ensure even distribution of the weight of the Device at the installation site in accordance with Annex 1 hereto and commissioning of the Device, verification of its serviceability within the trial operation period in the scope of 60 calendar days of its test run;
 - c) supply of the necessary quantity of consumables for commissioning and verification of the quality and serviceability of the Device at minimum quantity 400 pcs of printing plates, whereas stated amount of 400 pcs of plates, the Seller requires to divide in the manner specified in Annex 1 of this Contract;
 - d) training of specified Buyer's employees in the Device operation and maintenance for at least 2 persons (hereinafter referred to as the "operator training"), conducted at the Buyer's facility within the extent according to the Seller's recommendation, but minimum of 3 business days (8 hours per day, 60 minutes per hour),
 - e) to handover of certificates and documents relating to the use of the Device, as specified in Annex No. 3 List of documents and technical documentation, which is an integral part of this Contract (in particular, a complete operating and maintenance instructions according to EU standards and technical documentation in the Czech language);
 - f) to handover to the Buyer a list of all installed computers including their basic parameters and software specifications, which are part of the delivery specified herein, including ID numbers and software licence numbers. The above mentioned list must clearly state whether it is an OEM (Original Equipment Manufacturer) version. If this SW identification is missing, it is understood that this is not an OEM version.
3. The subject of this Contract also includes Seller's obligation to grant to the Buyer unlimited, non-exclusive and for the next possible sale of Device a transferable right to use computer software in the device within the scope of use of the Device to the contracted purpose (exposure of offset printing plates). The Buyer is granted a non-exclusive and non-assignable right to use all supplied software products provided that the Seller's copyrights are respected. However, the Buyer may neither interfere with, nor modify the functions of the computer programmes in any way.
4. The Seller states that:
- a) the Seller is aware that the Buyer shall use the Device specified in paragraph 1 of this Article to make offset and nyloprint printing plates and exposure of films with high resolution min. 10,160 dpi, and that the Device is fully functional and complies with the agreed specifications and Device will be fully functional for this purpose,
 - b) during the performance of this Contract, the Seller shall observe legal regulations applicable to the Buyer, regarding occupational safety and health, fire protection and environmental protection, including ecological disposal of waste.
5. The Buyer undertakes to take over the subject of this Contract as specified above in this Article, and to the price for it as specified herein.

III. PLACE OF PERFORMANCE

The place of performance is the facility of the Buyer – production plant I, 4th floor, located at the address STÁTNÍ TISKÁRNA CENIN, státní podnik, Růžová 6, House 943, 110 00 Prague 1, Czech Republic, provided the nature of individual actions necessary for fulfilment of this Contract does not indicate otherwise.

IV. DELIVERY TERMS AND TERMS OF PERFORMANCE

1. The Seller shall supply and move in the Device **within 18 weeks from the effective date of the Contract within the meaning of Article XIII (1) hereof. Furthermore, the Seller is obliged to perform the installation of the Device, training of designated employees of the Buyer and commissioning of the Device, including supply of the necessary documents and technical documentation according to the Contract within 10 working days of its delivery.**
2. The periods for installation of the Device, training of the operators and connection of the device to the Buyer's production system including the verification of serviceability in the trial operation period are given in the Contract fulfilment time schedule, which comprises **Annex 4** hereto (hereinafter the "Time schedule").
3. Any notification of a fault or claim (included in warranty or out of warranty services) is usually submitted at the contact telephone number: **[the Seller shall add the relevant contact telephone number]**. The telephone request for repair of a fault must always be confirmed by the Buyer writing by e-mail on e-mail address: **[the Seller shall add the relevant e-mail address]**. The Buyer is obliged to describe the claimed defects, indicate how they manifest themselves, and also, if necessary, substantiate them with the necessary documents (eg photographs of defective parts or products). A sample form for notification of defects, a sheet of repairs, is given in **Annex 5 – Maintenance form**, which is an integral part of this contract.
4. If the Buyer reports a malfunction of the Device during the Seller's business hours, i.e. Monday to Friday, from 8:00 to 16:00, the Seller shall communicate its response to the notification of defect to the Seller at the latest within 8 hours of receipt of such notification, otherwise within 8 hours of start of the following working day.
5. The Seller undertakes to respond to the Buyer and give its opinion regarding a reported defect as soon as possible, but no later than within 2 hours from delivery of the notice, and to **arrange for the arrival of its technician** within 24 **hours** from delivery of the notice, and to **repair the identified defects or replace the defective part** within 48 **hours** after the arrival of the Seller's technician at the Buyer's facility, at Seller's expense. If, in exceptional circumstances, the above time limits prove insufficient, both Contracting Parties shall specify an adequate additional grace period in writing.
6. If there is a danger that the defects may cause death or harm the health of persons, cause damage to the Device or assets of the Buyer or third parties, the Seller undertakes to start repairs of the reported defects without delay, and to take necessary measures to prevent any harm or damage, unless otherwise agreed with the Buyer.

7. Upon request of the Seller's technician, the Buyer undertakes to ensure that the Buyer's employees shall render the Seller reasonable assistance and available machinery/tools.
8. The servicing of the Device will usually take place on working days from 8:00 to 16:00, exceptionally outside the specified hours and on non-working days, if the Contracting Parties so agree in advance.
9. In the event of the Buyer request for the supply of Material necessary for the proper operation of the Device, the Seller will deliver the required Material based on the Buyer's order. The order will contain at least the identification data of the Buyer; the definition of the Material and its detailed specification, including the quantity to be delivered; detailed delivery conditions, in particular the time and place for delivery of Material; identification of the person making the order who is authorized to act on behalf of the Buyer. The written order will be sent by the customer to the Seller to the e-mail address of the Seller [the Seller shall add the relevant e-mail address]. The Seller is obliged to immediately confirm in writing to the Buyer the receipt of this order to the e-mail address of the Buyer from which the order was sent.
10. The Seller is obliged to deliver to the Buyer the Material required on the basis of the order according to the previous paragraph of this Article within 7 working days from the delivery of the order to the Buyer. Each delivery will be equipped with a delivery note, which will be confirmed by both Contracting Parties when handing over and taking over the Material and will serve as a protocol on handing over and taking over the goods.
11. The Seller guarantees to the Buyer that all Material shall be genuine and new and in compliance with EU standards.

V. PRICE

1. The price of the subject matter as set out under Art. II (1) and (2) hereof has been determined in accordance with the Seller's Tender submitted under the Tender Procedure.
2. The price of the performance according to Article II, para 1 (a) and 2 of this Contract is EUR [•] (in words: [the Seller shall add verbal expression of the price]), excl. VAT, where this total price comprises:
 - a) the purchase price of the Device including accessories according to Article II, para. 1 (a) and delivery necessary documentation according to Article II, para 2 (e), (f):
EUR [•] excl. VAT
[In the case of delivery of Device composed of more than 1 part, the Seller shall add more lines in this provision and state the price of each part separately along designation /name of the part]
 - b) Device transport costs including insurance according to Article II, para. 2 (a), DDP Prague 1, Czech Republic (Incoterms 2010):
EUR [•] excl. VAT,
 - c) cost of Device moving to the place of installation, installation itself, commissioning and test of its serviceability within the scope of trial operations

according to Article II, para 2 (b) (c) of this Contract is:

EUR [•] excl. VAT,

d) cost of operators' training according to Article II, para. 2(d) of this Contract is:

EUR [•] excl. VAT.

3. The price according to para. 2(a) of this Article includes the costs of providing measures for the even distribution of the weight of the device at the installation site according to Annex 1 to this Contract as well as price of any licences granted to the Buyer within the meaning of Article II para. 3 hereof.
4. The Device transport cost including insurance according to (b) of the preceding paragraph includes the price of the packaging, including non-returnable pallets, and a statement describing how to handle the packaging in accordance with the relevant waste disposal law valid in the country of the Seller.
5. The price according to para. 2(c) of this Article includes the Seller's expenses on supply of the necessary quantity of consumables for commissioning and test of the quality and serviceability of the Device pursuant to Article II (2) (b) (c) to this Contract that is, among other things, including the material for tests in minimum quantity according to Article II par. 2 (c) hereof
6. The prices according to para. 2(c) and (d) of this Article include all the Seller's all costs related to the performance of the Seller, in particular the transport cost of the Seller's engineer(s), accommodation in the place of performance meals, etc. a Increased possible costs in connection with pandemic situation caused by COVID- 19and incurred in connection with the performance of this Contract on the part of Seller, such as costs associated with the quarantine of the Seller's employees or mandatory testing, will be paid by the Buyer only if the Buyer has given prior consent to reimburse these costs and only in the amount demonstrably and purposefully spent by the Seller.
7. The price for out of warranty servicing of the Device requested by the Buyer according to Article II para 1 (c) hereof and unit prices of Material ordered by the Buyer and supplied by the Seller according to Article II para 1 (b) are given in Annex 2 to this Contract.
8. If the Seller is a registered VAT payer in the Czech Republic, the Buyer shall pay the Seller the price plus the VAT in accordance with the applicable legislation.

VI. PAYMENT TERMS

1. The price according to Art. V (2) hereof shall be paid by the Buyer to the Seller in EUR by bank transfer as follows:
 - a) advance payment in amount of 30 % of the total price referred to in Art. V (2) hereof, i.e. in amount [the Buyer shall add the appropriate part of the total price of the Device before the final conclusion of this Contract] EUR excl. VAT after conclusion of the Contract;

The right to issue a proforma invoice for payment under para. 1 point (a) is given to the Seller on the next business day following the effectiveness of this Contract.

The Seller shall issue and send to the Buyer a proforma invoice within 1 week of the effectiveness of this Contract. (due date is 30 days after issuance of the proforma invoice).

- b) payment in amount of 50 % of the total price referred to in Art. V (2) hereof, i.e. in amount **[the Buyer shall add the appropriate part of the total price of the Device before the final conclusion of this Contract]** EUR excl. VAT after an installation, commissioning, operators training and acceptance tests of the Device at the Buyer's site (SAT), i.e. after signing of the Protocol No. 1 against submitting a final invoice (tax document) for the total amount for the subject of the Contract.

The right to issue this final invoice (the tax document) is given to the Seller the following business day after an installation, commissioning, operators training and performance of the acceptance tests of the Device at the Buyer's site, i.e. after the signing of the Protocol No. 1 by the authorized representatives of the Contracting Parties (the date of taxable chargeable event is the date of signing of the Protocol No. 1). The Seller shall issue and send to the Buyer the final invoice (tax document) within 10 days from the occurrence of the right to its issue. This invoice (tax document) includes a copy of Protocol No. 1. Through this final invoice (tax document) will be accounted the proforma payment of 30 % of the price paid in compliance with point (a) of this paragraph; maturity of the part of the price according to this point of this paragraph is within 30 days after the issuance of the final invoice (tax document).

- c) Payment in amount of 20 % of the total price referred to in Art. V (2) hereof, i.e. in amount **[the Buyer shall add the appropriate part of the total price of the Device before the final conclusion of this Contract]** EUR excl. VAT after completion of the trial operation period and commencement of the warranty period, ie after the signing of Protocol No. 2 by authorized representatives of both Contracting Parties. An annexe to the final invoice (tax document) according to letter b) of this paragraph will be a copy of the Protocol No. 2. The due date of the specified part of the price according to this point of this paragraph is 30 days from the signing of the Protocol No. 2.

2. The right of the Seller to invoice (tax document) the price for out of warranty service of the Device is established for the Seller always on the next working day after the handover of the work to the Buyer, resp. termination of the Seller's activities within one service intervention.
3. The basis for issuing an invoice (tax document) for the price for the out of warranty service are the agreed relevant service sheets authorised by entitled person of the Buyer to sign the service sheets.
4. The right to invoice (tax document) the price for the delivery of Material in the sense of the Article II para 3 (b) of this Contract and Annex 2 hereof, always arises the month following the month in which the Material were delivered to the Buyer. The basis for issuing an invoice (tax document) for the supply of Material, is the delivery note confirmed by the Buyer. Copies of these documents will be attached to the invoice (tax document).
5. The Seller is required to deliver the proforma invoice/invoice (tax document) to the Buyer's email address podatelna@stc.cz. The proforma invoice/invoice (tax document) shall show the bank account to which the payment is to be made. The account shall be identical to that stated in this Contract. The maturity period of any invoice (tax document) duly issued

by the Seller is 30 days as of the issue date, unless explicitly stated in this Contract above otherwise.

6. Each proforma invoice/invoice (tax document) must at least include the following essentials:
- identification details of the Contracting Parties (i.e. name, registered office address, identification number, registration details);
 - the Contract reference number indicated in the Contract;
 - payment identification via a link to the appropriate Article hereof;

and all essentials of a proper tax document laid down by the applicable legal regulations and the present Contract.

7. If any of the documents stated above (proforma invoice/invoice (tax document)) does not contain any of the essentials, or contains incorrect price information, or if the proforma invoice/invoice (tax document) is issued in breach of the applicable payment conditions, the Buyer may return such a proforma invoice/invoice (tax document) to the Seller for a revision. If the above is the case, the Buyer must indicate the reason for returning the invoice on the proforma invoice/invoice (tax document) concerned or in a cover letter. The maturity term of the new (corrected) proforma invoice/invoice (tax document) shall start on the date of its demonstrable delivery to the Buyer.
8. Payments of the individual price instalments shall be deemed made once the respective amounts are debited from the Buyer's account.
9. If the Seller is an entity liable for VAT registered in the Czech Republic, the following arrangements as contained in this article shall be binding and applicable (paragraphs 10 to 14 and 16 of this Article).
10. The Seller shall immediately and demonstrably notify the Buyer, a recipient of the taxable supply, within two business days of its becoming aware of its insolvency or its threat at the latest, or of issuing a decision by a tax administrator, that the Seller is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "VATA"). Violation of this obligation by the Contracting Parties is considered a material breach of this Contract.
11. Each Seller pursuant to paragraph 9 of this Article undertakes that the bank account designated by him for the payment of any obligation of the Buyer under this Contract shall be published and accessible from this Contract conclusion date until its expiry in accordance with Section 98 of VATA, otherwise the Seller is obliged to provide another bank account to the Buyer that is duly published in accordance with Section 98. In the case that the Seller has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a of VATA, the Seller undertakes to immediately notify this to the Buyer along with the date on which this circumstance arose.
12. If a guarantee for unpaid VAT arises for the Buyer according to Section 109 of VATA on received taxable supply from any Seller, or the Buyer justifiably assumes that such facts have occurred or could have occurred, the Buyer is entitled, without the consent of such Seller, to exercise a procedure according to the special method for securing tax, i.e. the Buyer is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Seller directly to the competent revenue authority and to do so according to Sections 109 and 109a of VATA.

13. By payment of the VAT to the account of the revenue authority, the Seller's receivable from Buyer is considered as settled in the amount of the paid VAT regardless of other provisions of the Contract. At the same time, the Buyer shall be bound to notify the respective Seller of such payment in writing immediately upon its execution.
14. The Seller also declares that in the moment of conclusion of the present Contract there is no decision issued by a tax administrator, that the Seller is an unreliable payer pursuant to Section 106a VATA. The Seller shall immediately and demonstrably notify Buyer, a recipient of the taxable performance, within two working days of its becoming aware of a issuing a decision by a tax administrator that the Seller is an unreliable payer pursuant to Section 106a VATA.
15. The Seller declares that in the moment of conclusion of the present Contract it is not in liquidation and no proceedings are being conducted against it pursuant to Act No. 182/2006 Coll., on bankruptcy and settlement (Insolvency Act). The Seller shall immediately and demonstrably notify Buyer within two working days of its becoming aware of its insolvency.
16. In the event that, during the period of validity and effectiveness of this Contract, the Seller's statements referred to previous paragraphs 14 or 15 prove to be false or the Seller violates the obligation to notify the Buyer of the fact stated in the previous paragraphs within the specified period, such conduct of the Seller will be considered a substantial breach of this Contract.
17. The Seller is not authorised, without the written consent of the Buyer, to set-off any of its receivables from the Buyer with any of the Buyer's receivables from the Seller or assign any of its rights and receivables from the Buyer to a third party.
18. The Seller agrees that it shall in no way burden its claims against the Buyer under the partial contract or in connection with a lien in favour of a third party.
19. In case the Seller sets off, assigns or places under lien any claim against the Buyer from the title of a partial contract in contravention of the preceding provisions, the Seller is obliged to pay to the Buyer a contractual penalty at the rate of 10% on the value of the claim, which was set-off, assigned or placed under lien.

VII. SHIPPING AND INSTALLATION CONDITIONS

1. The transport of the Device to the Buyer's premises stated in Article III hereof shall be provided by the Seller and shall be by road haulage truck and the Seller shall notify the Buyer in writing about the date of dispatch of the Device from the manufacturing plant. At the same time, the Seller will give the Buyer the licence plate number of the give vehicle as well as the names and surnames of the crew, at the latest 10 working days before delivery of the Device to the Buyer.
2. The shipment of the Device to the place of performance i.e. DDP Prague, place of performance, Incoterms 2010 must be complete and must comply with deadline requirements specified in Article IV para. 1 hereof.
3. The Device must be shipped in a packaging unit sufficiently protecting the Device from damages, destruction or theft during the shipping. The Seller shall pack the individual parts in a manner that allows transport of the parts within the building at the Buyer's registered

office to the installation point. The Device must be capable of being transported by an existing lift at the Buyer's facility. The Seller undertakes to familiarize himself with the installation site and the transport route of the device. For this purpose, the Buyer will allow the Seller to inspect the Buyer's facility, if requested. The parts shall be preserved and packed on pallets and covered with foil. The pallets will be prepared for unloading with a forklift and their centre of gravity will always be marked. The forklift and pallet lifts shall be provided by the Buyer on its own expenses. Other removal tools shall be provided by the Seller on its own expenses.

VIII. COMMISSIONING AND TEST RUN OF THE DEVICE

1. The Seller shall hand over the Device to the Buyer completely installed and fully functional, including relating documentation. Function of the device shall be verified before the signing of Protocol No. 1 by performing the test production of the Seller's print forms namely the test production and measurement of printing forms and films to the same extent as specified in the Tender documentation to the Tender Procedure as Qualification Samples. Within these tests, the results will be compared with the delivered samples within the Tender Procedure. The test of the Device will be successful if at least the same results are obtained as for the submitted samples within the Tender Procedure. These tests will prove that the device corresponds to the technical specification stated in Annex 1. Partial handover, defects or shortcomings of the device preventing its normal use are not acceptable.
2. By signature of the Protocol No. 1 (which template is contained in **Annex 6 of this Contract**), the Buyer confirms installation and functionality of the Device, training of the operators, handover of all documents and manuals and start of the 60 calendar days trial operation period. The Protocol No. 1 shall be issued by the Buyer in duplicate, it shall be signed by the authorised representatives of both Parties for substantive and technical matters and each Party shall receive one copy. Should defects or shortcomings of the Device be discovered, which however, allow the Buyer to use the device regularly, such defects should be described in Protocol 1, including deadlines for their removal done by the Seller. Upon non-compliance with these deadlines, the Buyer shall seek penalties according to Article X (1) of this Contract.
3. Defects and shortcomings that prevent or hinder the use of the Device in the usual manner are grounds for not taking over the Device. The record of non-taking of the Device will include a list of defects and shortcomings, including the deadlines for their removal. If there is no agreement between the Contracting Parties on the deadline for removal of defects and shortcomings, then defects and shortcomings must be removed no later than 15 days from the date of the receipt of the record of the non-taking of the Device. Upon non-compliance with these deadlines, the Buyer shall seek penalties according to Article X (1) hereof.
4. The Seller is obliged to remove defects or shortcomings within the specified time, even if, in his opinion, he is not responsible for defects and shortcomings. The costs of removal of defects and shortcomings in these disputed cases shall be borne by the Seller until the court decides.
5. The serviceability of the device will be verified by a trial operation period within 60 calendar days of the signing of Protocol No. 1. Following successful lapse of the 60 calendar days trial operation period, **Protocol No. 2** the template of which is contained in **Annex 7**, which

comprises an integral part hereto, shall be signed. The Buyer shall issue Protocol No. 2 in duplicate, the representatives of both Parties for substantive and technical matters and each Party shall receive one copy. Should defects or shortcomings of the device be discovered, which however, allow the Buyer to use the Device regularly, these defects and shortcomings shall be stated and described in Protocol No. 2, including deadlines for their removal done by the Seller. Upon non-compliance with these deadlines, the Buyer shall seek penalties according to Article X para (1) hereof. By signing Protocol No. 2 the applicable warranty period specified under Article IX (2) hereof shall start running.

6. The Device must be installed so that its operation complies with the applicable technical and safety standards valid in EU Member States, and at the same time the Device must meet the requirements of Czech standards, which apply to the technical design of this Device and safety of work with it according to applicable regulations at the time of delivery.
7. Labels with use instructions for the operators of the Device must either be in the Czech language, or include international symbols.
8. Only high-quality parts and components manufactured at a high global level must be used in the Device.
9. The Buyer shall arrange for and bear the costs of the initial electrical inspection of the Device installed.
10. The Seller states that the Device does not carry any legal burdens and that is not covered by any third party user rights.
11. The risk of damage to the device and ownership of the device shall pass to the Buyer after the signature of Protocol No. 1 in accordance with Article VIII, para. 2 hereof and the agreed Incoterms® 2010 delivery terms, except for damage subsequently caused by the Seller.

IX. QUALITY WARRANTY, COMPLAINT PROCEDURES

1. The Seller shall deliver the subject of the Contract in the quantity, quality and make as determined hereby. The Seller is responsible for Device correct design guaranteeing the function thereof and use for the purpose for which it was manufactured and bought by the Buyer, for using the materials complying with the relevant technical documents, and for SW function, proper and professional make reaching the state-of-the-art standard.
2. The warranty period for the Device quality is **60 months** from the date of signing Protocol No. 2. The warranty period for the Material is **6 months** from the date of signing relevant delivery note unless a different warranty period is specified for the relevant type of Material in Annex 2 hereof.
3. The warranty does not cover defects occurring as a result of a natural disaster, mechanical damage by the Buyer or a third party, or unprofessional operation of the Device, normal wear, or handling of the Device in a manner that is not approved by the Seller in advance. The quality warranty applies on condition that the Device is properly operated and maintained in accordance with the operating and maintenance instructions, supplied by the Seller.

4. The warranty service of the Device shall be provided by the Seller from the Seller's registered office or its local authorised representative. Minor repairs during the warranty period may be performed by the Buyer's maintenance workers who were trained by the Seller.
5. Regular prophylactic inspections of the Device at least to the extent prescribed by the manufacturer of the Device, the Seller undertakes to perform properly regular Device's inspection and these inspections are fully at the expense of the Seller.
6. The Buyer is entitled to request that the Device defects are eliminated at any time during the warranty period, but no later than within 30 days after expiry of the warranty period, if the defect occurred during the warranty period. Defects may be reported to the Seller in written form according to Article IV para (3) and following, mandatory time limits to repair the identified defects or replace the defective part, are defined in Article IV para (5) and following.
7. The warranty period shall be extended by the period during which defects prevented the Buyer from using the Device for the purpose for which the Device was ordered.
8. Should any reported defects not be eliminated by the Seller in compliance with the provisions of this Article, the Buyer is entitled to eliminate the defects or have them eliminated, in both cases at Seller's expense. If defects are eliminated by the Buyer as detailed in the above paragraph, this shall not affect any other rights of the Buyer under the warranty.
9. The warranty period for any parts repaired or replaced by the Seller during the warranty period shall apply till the end of the Device warranty period, or for 6 months from the repair or replacement carried out, depending on whichever occurs later.
10. Minor repairs, as well as regular maintenance and servicing, which do not require cooperation of the Seller, may be carried out by the Buyer. For the purposes of this Contract, minor repairs mean, for example, replacement of defective light bulbs, fuses, identification lights, as well as works or activities for which the operating and maintenance workers were trained by the Seller.
11. Any travel expenses, as well as insurance against damage or loss, of any parts returned for repair or replacement, including the expenses of returning or replacement thereof to the Buyer, incurred during the warranty period, shall be borne by the Seller. The Seller shall decide whether the original replaced parts should be sent back to the Seller.
12. The Seller undertakes to be able to deliver spare parts or their suitable equivalents required for smooth operation of the Device to the Buyer for 10 years after expiry of the warranty period.
13. Repairs of defects which were caused by actions described in paragraph 4 of this Article, i.e. repairs not covered by the warranty, shall be repair in mode of out of warranty services in the sence of Article II odst. 1 (c) of this Contract.
14. The Contracting Parties have agreed that carrying out the activities described in paragraphs 3, 8 or 10 of this Article shall not affect the quality warranty given by the Seller under this Contract, even if the activities are carried out by a third party.

X. SANCTIONS

1. If the Seller is in delay with the fulfilment of the any time limit pursuant to Article IV (1) and (2) hereof, i.e. Time schedule or time limit pursuant to Article VIII (2), (3) or (5) hereof, due to reasons attributable to him, the Buyer shall be entitled to a contractual penalty of 0,05% of the total price of the subject of the Contract for each commenced day of delay, up to the maximum amount of 25% of the total price according to Article V para 2 of the Contract.
2. In the event of the Seller's delay in remedying defects pursuant to Art. IV (5) or pursuant to Art. IX (6) hereof the Buyer shall be entitled to a contractual penalty of **EUR 300** for each day of delay.
3. In the event of the Seller's delay pursuant to Art. IV (10) hereof the Buyer shall be entitled to a contractual penalty of 10% of the total price of the relevant partial delivery for each day of delay.
4. In the event of a breach of the obligations under Article XII hereof, the Buyer shall be entitled to a contractual penalty of **EUR 10.000 EUR** for each case of breach of these obligations.
5. For the purposes of an avoidance of any doubt, the Contracting Parties state that the Buyer's right to a contractual penalty under the individual provisions of this Article is not mutually exclusive and the contractual penalties for individual delays can be added together.
6. The obliged party shall pay the contractual penalty within 15 days of its enumeration and the receipt of the invoice of the authorized party.
7. Payment of the contractual penalty does not exonerate the obliged party of its duty to meet the obligations under this Contract.
8. Payment of the contractual penalty does not affect the Buyer's claim for damages, even damages exceeding the contractual penalty.

XI. SPECIAL PROVISIONS

1. The Seller is obliged to have liability insurance for damage caused by the Seller or a third party with the minimum indemnity limit of at least **190 000 EUR** for the period of validity of the Contract.
2. The Seller is entitled to perform this Contract or part thereof through its subcontractor(s). In the case that the Seller uses a subcontractor within the meaning of the previous sentence,
 - a. the Seller remains responsible for fulfilment the subject of this Contract as if he performed it itself,
 - b. was obliged to submit to the Buyer the List of subcontractorss according Tender Documentation of the Tender Procedure,
 - c. in the case of a change in the List of subcontractors (e.g. different scope of performance, change of subSeller, new subSeller), the change shall be subject to approval by the Buyer of such a change and the Seller shall apply for this approval

without undue delay, but no later than within 5 working days of such change.

This Contract and its Annexes shall not be amended due to the use of subSellers or its change according to this Paragraph.

3. The Device installation and operators training will typically take place from 08:00 a.m. to 4:00 p.m. on workdays and in special cases also outside the specified time, or on non-working days provided the Contracting Parties so agree in advance.
4. Due to the specific conditions of production in the Buyer's premises, the entry and movement of the Seller's employees must be governed by internal safety rules. The basic principle of these rules is to identify all persons entering the Buyer's premises with the Buyer's right not to grant the right to enter the premises, or to ban a person from the premises if these rules are not observed. As part of ongoing security measures, the Buyer may also restrict the Seller's activities for a short time. The Seller's staff must be demonstrably acquainted with the basic security rules of the Buyer (in the form of a document "Declaration / Advice") before entering the Buyer's premises. In the case of longer-term activities in the Buyer's premises, the Seller's staff will be issued an entry identification card stating the name and photograph of the holder and the name of the Seller, which the holders are obliged to visibly wear during the entire activity in the building. The Seller personnel must endure the fact that work activities can be monitored by CCTV.
5. The Seller undertakes to submit to the Buyer no later than 5 working days prior to the commencement of the activities according this Contract, a list of persons performing the activities including the designation of an employee who is the contact person for Buyer's security personnel (hereinafter referred to as "**the Seller's responsible employee**"). The Seller shall include in the list of persons the name, surname and number of the identity card or passport. The Buyer shall approve the list of persons within 2 working days from the date of its delivery. Otherwise, the Seller is obliged to modify this list according to the Buyer's requirements. The Seller is obliged to ensure an update of the Seller's employee list.
6. The Buyer shall ensure for the proper execution of the Seller:
 - a) accessibility of all areas where the subject of this Contract will be performed;
 - b) entry of the Seller's employees and vehicles into the Buyer's premises to fulfil the subject of this Contract;
 - c) instructing the Seller's employees to observe the protective and security measures in the Buyer's premises during their stay in the Buyer's premises, in the form of signing the "Declaration / Information" for information protection, occupational health and safety, fire protection and environmental protection. The Seller is responsible for OHS and observance of fire protection regulations when performing the subject of this Contract. All employees of the Seller and, where applicable, subSellers are obliged to wear designated work protective equipment when performing the Work;
 - d) hygienic and safe working conditions complying with EU standards;
 - e) consumption of electricity and water at the Buyer's expense;
7. The Seller's employees are in particular
 - a) authorized to enter only those premises in the Buyer's premises, which will be agreed between the representatives authorized to negotiate in factual and technical matters of

both Contracting Parties; the Seller's employees are entitled to enter the safety regime zone of the Buyer's premises (hereinafter referred to as "**BRZ**") only on the basis of an entry identification card authorized to enter the BRZ and accompanied by the responsible employee of the Buyer;

- b) obliged to wear visibly entrance identification cards and wear their own yellow reflective vest and a valid identity card throughout their presence in the Buyer's premises; In the event that the Seller's employees do not prove their issued identification card, they will not be allowed into the Buyer's premises. After completion of activities, the Seller is obliged to return all entrance identification cards. In case of loss, damage or non-return of the entrance identification card, the Seller is obliged to pay compensation for the incurred damage in the amount of the purchase price for each entrance identification card;
 - c) obliged to refrain from collecting any production-related data, both on data carriers and in writing;
 - d) obliged to comply with all applicable legal regulations (especially the Labor Code and safety regulations);
 - e) obliged to obey the instructions of Buyer's security personnel.
8. The Buyer shall take the necessary measures to protect persons and objects at the Place of performance of the subject of this Contract. The Seller's responsible employee is obliged to report to the security staff of the Buyer the breach of security rules or defects in the entry and security systems. In the event of a serious breach of the safety regulations by the Seller's employee, the Buyer may refuse to continue to participate in the performance of this Contract and refuse access to its premises.
9. The Seller acknowledges that smoking is prohibited throughout the Buyer's premises, with the exception of the designated smoking areas.
10. If the Seller delivers any kind of chemical substances and preparations together with the device, the Seller is obligated to provide the Buyer beforehand, but no later than on the delivery date of the device, with the copies of the given safety data sheets in Czech language.
11. If either Contracting Party makes drawings, technical documents or other technical information relating to the Contract delivery available for the other party, both before and after the conclusion of this contract, such drawings, technical documents or other technical information remain the property of the providing party. The receiving party is entitled to use the relevant documents and information both to complete the contracted delivery and subsequently to use, maintain and repair the device. Both Contracting Parties are entitled to use the handed-over and taken-over documents and information based on their needs and discretion, including their reproduction, in the way not threatening the interests of the other party. In the case of potential re-sale of the device by the Buyer, the Buyer shall only be entitled to provide the new acquirer with those documents from the above specified documentation which are necessary for the transfer and for further use of the device and provided it shall have obtained Seller's prior written approval.

XII. PROTECTION AND SECURITY OF INFORMATION

1. Both Contracting Parties undertake to preserve as confidential information and reports relating to their cooperation, the content of this Contract and internal matters of the Contracting Parties if their publication could harm the other party. The above provision is without prejudice to the obligation to provide information in accordance with Act no. 106/1999 Coll., on free access to information, as amended, and to the provision of Article XIV paragraph 6 hereof.
2. The Contracting Parties shall consider as confidential all the oral, documentary, electronic, visual and other information mutually provided in any objectively perceivable form, as well as the know-how, which has real or at least potential value and which is not readily available in the respective commercial circles, and furthermore the information which is designated as discrete information (bearing the abbreviation "DIS") or in whose case it can be assumed that the information is not public or is subject to a confidentiality obligation, and which the Contracting Parties learned of in connection with performance of this Contract.
3. The Contracting Parties undertake that if they come, during mutual cooperation, into contact with personal/sensitive information within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the relevant national implementing legislation, they will take all precautions to prevent unauthorized or accidental access to these data, their alteration, destruction or their loss, unauthorized transfers, unauthorized processing, as well as other kinds of their abuse.
4. The Contracting Parties shall instruct their employees or, as the case may be, other persons to whom the confidential information will be disclosed on the obligation to maintain confidentiality of non-public information.
5. In particular, the Contracting Parties undertake
 - a) not to disclose non-public information to third parties (unless this Contract expressly allows for it),
 - b) to ensure that said non-public information is not disclosed to third parties,
 - c) to secure data, including data in a written, oral, visual, electronic or another form, including photocopies, which contain non-public information against abusing by third parties or against their loss.
6. Protection of non-public information does not apply to the following cases:
 - a) if the Contracting Party is able to demonstrate that the respective information is publicly available, provided this availability was not caused by the Contracting Party itself,
 - b) if the Contracting Party is able to demonstrate that the given information was available to it before the date of disclosure of the information by the other Party and that it did not acquire it in violation of the law,
 - c) if the Contracting Party obtains a written approval from the disclosing party to disclose the information further,

- d) if the law or a binding decision of the respective public authority requires the information to be disclosed,
 - e) if an auditor performs audit at one of the contracting parties based on authorization specified in applicable legal regulations.
7. The Contracting Parties undertake, at the request of the other Contracting Party, to:
- a) return all the non-public information which was handed over to it in a “material form” (especially in writing or electronically) and any other materials containing or implying the information of a non-public nature,
 - b) return or destroy copies, extracts or other entire or partial reproductions or records of non-public information,
 - c) destroy without undue delay all documents, memoranda, notes and other written materials elaborated on the basis of non-public information,
 - d) to destroy materials stored in computers, text editors or other devices containing non-public information. This excludes as part of automated backups created copies that are only created and stored within the backup, provided that they have adequate access protection.
8. If either Contracting Party learns, in a credible way, or reasonably suspects that non-public information was disclosed to an unauthorized person, it is obliged to inform the other Contracting Party about it.
9. In cases that the Seller will be provided by the Buyer for the purpose of testing with materials, which are subject to strict control (hereinafter referred to as “Protected Materials”), the Seller shall treat such materials as materials that:
- a) cannot be passed on to a third party without the Buyer's demonstrable consent;
 - b) must be immediately returned to the Buyer, including damaged or incomplete protected materials, immediately after the testing work;
 - in the event of damage or incompleteness, the Seller is obliged to demonstrably explain the causes of such a condition;
 - c) cannot be used for advertising purposes;
 - d) the Seller shall not make copies, imitations or duplicates;
 - e) may not be used for any purpose other than that relating to the performance of the subject matter hereof.
10. If either Contracting Party makes drawings, technical documents or other technical information relating to the Contract delivery available for the other Contracting Party, both before and after the conclusion of this contract, such drawings, technical documents or other technical information remain the property of the providing party. The receiving party is entitled to use the relevant documents and information both to complete the contracted delivery and subsequently to use, maintain and repair the device. Both Contracting Parties are entitled to use the handed-over and taken-over documents and information based on their needs and discretion, including their reproduction, in the way not threatening the interests of the other party. In the case of potential re-sale of the device by the Buyer, the Buyer shall only be entitled to provide the new acquirer with those documents from the

above specified documentation which are necessary for the transfer and for further use of the device and provided it shall have obtained Seller's prior written approval.

11. The confidentiality obligation is not time-limited. The obligation to maintain confidentiality of non-public information acquired within the framework of cooperation with the other Contracting Party lasts even after this Contract is terminated or expires.

XIII. TERM OF THE CONTRACT AND WITHDRAWAL CONDITION FROM THE CONTRACT

1. The present Contract comes into force on the day it is signed by both Parties and taking effect once it is published in the Register of Contracts (hereinafter "effective date").
2. This Contract has been entered into for a definite period of duration of warranty period for the Device according to Article IX par. 2 and following, from the effective date of the Contract whereas this Contract shall also terminate before above mentioned period:
 - a) by written agreement of the Contracting Parties;
 - b) by withdrawal from this Contract subject to the terms given below in the event of a substantial breach hereof by either Contracting Party.
3. The Buyer is entitled to withdraw from the Contract if:
 - a) for reasons attributable to the Seller, the Device was not supplied or installed within 30 calendar days after futile lapse of the given period or the device was not commissioned into operation and handed over to the Buyer within 14 calendar days after futile lapse of the given period and the Buyer is not liable for this;
 - b) the Device does not fulfil the declared technical parameters (this provision is not affected in any way by arrangements under Article X hereof), provided that the Buyer shall have put the Seller on written notice and that Seller shall not have remedied such shortcoming within 30 days of receipt of such notice;
 - c) if the technical specifications of the Device as specified in Annex 1 hereto has not been met thus hindering the use of the Device for normal use, provided that the Buyer shall have put the Seller on written notice and that Seller shall not have remedied such shortcoming within one month of receipt of such notice;
 - d) the Device did not meet the operating conditions and technical requirements required by the Buyer during the test production in the sense of the Article VIII para 1 hereof or the Device did not meet the operation conditions and technical requirements required by the Buyer during the 60 calendar days trial operation period in the sense of Article VIII para 2 hereof the Buyer refused to accept the Device for this reason;
 - e) the Device was delivered with defects that are irreparable or which would involve disproportionate costs or the time required for their removal would be unusual in the given field and thus disproportionate to the needs of the Buyer;
 - f) the Device is out of service because of defects for which the Seller is liable, for a period exceeding 10 % of the operating hours within the warranty period; individual hours are added up, provided that the Buyer shall have put the Seller on written notice of defects and that Seller shall not have remedied such defects within two months of receipt of such notice. The Buyer must demonstrably record notification of defects in the protocol

on daily basis and submit such to the Seller every week;

- g) the Seller's statements referred to the Article VI paragraph 14 or 15 of this Contract prove to be false or the Seller violates the obligation to notify the Buyer of the fact stated in Article VI paragraph 14 or 15 within the specified period according to Article VI paragraph 16 hereof;
 - h) in the event that it turns out that the statement, or the obligation stated in Article VIII Paragraph 10 hereof was not true or has not been complied;
 - i) breach of obligation under Article XVI Paragraph 5 hereof.
4. In case of withdrawal from the Contract, the Buyer shall deliver written termination notice to the address of the Seller's registered office given in Article I hereof. The termination shall take effect on the date of delivery of the written notice of termination to the other Party. By withdrawal from this Contract all rights and obligations of the Parties under this Contract expire. However, withdrawal from the Contract does not affect the claim for compensation for damage caused by breach of Contract and claim for payment of contractual penalty.

XIV. FORCE MAJEURE

1. For the purposes of this Contract, "force majeure" means an extraordinary and unavoidable event beyond the control of the Contracting Party which invokes it, which it could not have foreseen when concluding this Contract and which prevents it from fulfilling its obligations under this Contract. Such events may include, but are not limited to: natural disasters, wars, revolutions, large-scale fires, earthquakes, floods, traffic embargoes, general strikes and strikes of the entire industry, if they affect the Seller and affect its performance under this Contract. Errors or omissions on the part of the Seller, failures in energy supply and production, local and company strikes, etc. shall not be considered a force majeure circumstance. Force majeure is not a failure of the subcontractor, unless it occurs for the reasons stated above.
2. The Contracting Parties are aware of the existence of the pandemic Coronavir (COVID-19) at the time of the conclusion of this Contract and the Seller declares that at the time of concluding this Contract this pandemic does not prevent the fulfillment of its obligations under this Contract.
3. If it is clear that as a result of the events referred to in paragraphs 1 above, the Seller will not be able to complete the work or fulfill another obligation within the agreed period, then it shall immediately notify the Buyer. The Contracting Parties shall, without undue delay, agree to resolve this situation and agree on the further procedure for the performance of the work under this Contract. However, the Contracting Parties expressly agree that the Seller is not in arrears with the fulfillment of its obligations under this Contract for the period of force majeure.
4. If either Contracting Party is unable to perform its contractual obligations by reason of force majeure, the Contracting Parties shall discuss the case among themselves and decide on possible procedures. In the absence of such an agreement, either Contracting Parties has the right to withdraw from the Contract if more than three months have elapsed

since the occurrence of force majeure preventing performance and the defective condition persists.

5. If a case of force majeure arises, the party claiming force majeure shall provide the other Contracting Party with documents relating to that case.
6. The Contracting Parties agree that, for the existence of the circumstances precluding liability, does not affect the arrangements for contractual penalties i.e the contractual obligation to pay the contractual penalty is not affected by the circumstances excluding liability.

XV. SETTLEMENT OF DISPUTES AND GOVERNING LAW

1. This Contract and any matters that are not regulated or only partially regulated by this Contract shall be governed solely by and interpreted in compliance with Czech substantive law, in particular Act No. 89/2012 Sb., Civil Code, as amended.
2. The Contracting Parties undertake to settle any disputes arising out of this contractual relation primarily amicably by negotiation. The jurisdiction of Czech courts shall apply to all disputes arising out of or in connection with the present Contract and the jurisdiction of courts in any other state is hereby excluded. The locally competent court shall be that having jurisdiction at the address of the registered office of the Buyer.

XVI. FINAL PROVISIONS

1. The rights and obligations arising out of the present Contract may not be assigned to a third party without the consent of the other Contracting Party.
2. Subject to the conditions set out in paragraph 1 of this Article, the present contract shall be equally binding for the respective legal successors of the Contracting Parties.
3. The Seller warrants to the Buyer that the Device is not encumbered by third party rights.
4. Both Contracting Parties shall carry out their obligations in strict compliance with legislation combating bribery and corruption and antitrust law.
5. The Seller hereby declares that respects fundamental human rights and generally accepted ethical and moral standards in accordance with Universal Declaration of Human Rights (hereinafter also only „Rights“). In the case of the Buyer in a reliable and verifiable manner learns that the Seller has violated or violate Rights, and the Seller despite a prior written notice of the Buyer continues to violate generally accepted Rights or fails to remedy, the Buyer has the right to withdraw from this Contract pursuant to Article XIII paragraph 3 (i) and following hereof.
6. This Contract may only be amended or added to following mutual agreement, through written progressively numbered addenda, designated as such and signed by the authorised representatives of the Contracting Parties. The addenda shall form integral parts hereof and any other arrangements shall be void. This provision shall not apply in the event of changes in the authorised representatives or contacts listed in the Contract, which may be addressed by means of an official letter.
7. The Contracting Parties assume the risk of a change in circumstances and must fulfil

their obligations hereunder even if there is such a substantial change in circumstances that the change constitutes an especially gross disproportion in the rights and duties of the Contracting Parties by disadvantaging one of them by disproportionately increasing the cost of the performance or disproportionately reducing the value of the subject matter of performance; in particular, the Contracting Parties may not apply to a court for a decision restoring the balance of their rights and obligations or cancelling the Contract. Even if the performance of one of the Contracting Parties is grossly disproportionate to what the other Party has provided, the aggrieved Party may not request that the Contract be cancelled, and everything be restored to the original condition.

8. The Contracting Parties do not wish that any other rights and obligations, in addition to those expressly agreed under the Contract, should be derived from the existing or future practices established between the Contracting Parties or from general trade usage or from the usage applied in the field relating to the subject of performance hereof, unless expressly agreed otherwise herein. In addition to the provisions stated above, the Contracting Parties hereby confirm that they are not aware of any trading usage or practices established previously between them.
9. If any provision hereof is or becomes invalid or ineffective, this shall not affect the other provisions hereof, which shall remain valid and effective. In such case, the Contracting Parties undertake to replace the invalid/ineffective provision with a valid/effective provision the effect of which comes as close as possible to the originally intended effect of the invalid/ineffective provision. If any provision hereof is found putative (void), the effect of such defect on the other provisions hereof shall be appraised analogously to Section 576 of the Civil Code.
10. The Contracting Parties acknowledge that, pursuant to Section 219, Para. 1(d) of the PPA, this Contract shall be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (Register of Contracts Act). The publication shall be ensured by the Buyer.
11. This Contract is executed in English in two copies with the validity of originals, of which each Contracting Party shall receive one copy.
12. In witness of their consent with the entire content of the present Contract, the authorized representatives of the Contracting Parties affix their signatures below.
13. The present Contract becomes valid on the date of its signing by the Contracting Parties and comes into force upon publication in the Register of Contracts.

Appended to the present Contract as its integral parts are:

Annex No. 1: Technical specification

1a - Technical specification of the Device set by the Buyer

1b - Technical specification of the Device set by the Seller within its Tender **[to be submitted by the Seller according to the Tender Documentation]**

Annex No. 2: Consumables, relating material and servicing **[to be completed by the Seller]**

Annex No. 3 List of documents and technical documentation

Annex No. 4 Time schedule

Annex No. 5: Template of Maintenance list

Annex No. 6: Template of Protocol 1
Annex No. 7: Template of Protocol 2

In Prague, date _____

In **[to be completed by the Seller
in place of signature]** date

For the Buyer:

For the Seller:

Tomáš Hebelka, MSc

Chief Executive Officer

STÁTNÍ TISKÁRNA CENIN, státní podnik

**[the Seller to add the authorised
person's full name]**

**[the Seller to add the job position of
the person signing the Agreement]**

[the Seller to add its name]

TECHNICAL SPECIFICATION OF THE DEVICE

Computer to High-Security Plate/Film (CTP) and relating Plate Processor for Wet Offset Plates

plates and high-resolution films according to the technical specifications below, while the technical specifications listed here can be met by delivery in the following variants:

- 1x CTP (hybrid device) + 1x developing machine, including all other related accessories and equipment
- 2x CTP (dry / wet system) + 1x developing machine, including all other related accessories and equipment

Required technical specification of the Device:

Intended use of the device:

- exposure of nyloprint printing plates (minimal resolution 10,160 dpi)

types of printing plates:

- nyloprint (polychablon) plates for Intaglio 2,3 mm thick (e.g. Nyloprint Digital WS230SD)
- nyloprint printing plates for letterset 0,73mm thick (e.g. Nyloprint Digital WS73D)
- printing plates for flexographic printing

- exposure of offset printing plates (minimal resolution 10,160 dpi)

types of printing plates:

- print plates for dry-waterless offset (e.g. Toray Waterless)

- exposure and development of offset printing plates (minimal resolution 10,160 dpi)

types of printing plates:

- printing plates for wet offset

- exposure of DITR or LADF 0175 films (minimal resolution 10,160 dpi)

The device must allow exposure with an accurate register of printing plates (e.g. registration system for fixing boards or cutout system according to the following table).

Tab.1 - Specifications of formats, thicknesses and registers

	Printing machine	Format (mm)	Technology	Thickness (mm)	Automatic cutout registration system
Printing plates	GTO B3	510 x 400	AL plates	0,15	BACHER
	KBA B2	743 x 557	AL plates	0,30	BACHER
	KBA B2	743 x 557	NYLOPRINT	0,73	
	KBA B1	1060 x 795	AL plates	0,30	BACHER
	KBA B1	1060 x 795	NYLOPRINT	0,73	
	Web offset print	510 x 650	NYLOPRINT	0,73	
	Simultan II	760 x 648	NYLOPRINT	0,73	
	Intaglio Color 8	750 x 617	NYLOPRINT	2,30	
Film	for NYLOPRINT	1060 x 820	negative / slide transparency		

	screen printing	max 700 x 500	slide transparency		
	screen printed plastic cards	max 330 x 450	slide transparency		
	stamping	max 800 x 570	slide transparency		

Required technical parameters of the device:

Resolution: 10160 dpi and higher
 Thickness of offset plates: 0,15 mm and 0,28-0,30 mm
 Thickness of nyloprint plates: 0,73 mm and 2,3 mm
 DITR or LADF films: 0175 (minimal resolution 10160 dpi)
 Point size: max. 5µm
 Repeatability: max. ± 0.01 mm
 Accuracy: max. ± 0.02 mm
 Machine dimensions and weight: see below in the specification or drawing documentation
 Input data: 1-bit TIFF format

Basic functionalities or construction elements for the processing of offset printing plates:

- Automatic loading of printing plates with at least three trays, including the possibility of manual loading with an accurate register, if necessary;
- Automatic cutout of Bacher standard printing plate registers according to Tab. 1 Specification of formats, thicknesses and registers;
- Development machine with in-line connection to the CTP, including the connection module (with the possibility of removing the plate or film after coming out from CTP).
 - Internal sensor system for measuring the developing bath with the possibility to select automatic regeneration of the developing bath based on the measured values;
 - Ecological operation with a long life of the developing bath (minimum 3 months) adapted to small load operation;
 - Connection and mutual communication of the machine with CTP, (readiness for operation and operating states (e.g. state of the developing bath));
- Printing plates delivery
- Other necessary auxiliary devices for the operation of the CTP and the developing machine.

Additional requirements for the Device and its delivery:

- only high-quality parts, components and components manufactured at a high global level must be used in the Device;
- labels on the device and its control in Czech language or international symbols, eventually in English;
- with respect to the limited dimensions of the transport way, the Device must be delivered or adapted to such a condition that it can be moved to the place of installation (4th floor). The transport route is shown in Annex No. 6b of the Tender Documentation, including the necessary photo documentation. The supplier will have the opportunity to become acquainted with the transport way before submitting the tender, see point 15 in the tender documentation;
- the load capacity of the floor at the installation site is 300 kg/m², while locally it is possible to exceed the given floor load capacity up to 500 kg/m², however, to meet this condition, a static assessment according to the tender documentation will be decisive;
- during the delivery and installation of the Device, the supplier is obliged to ensure the distribution of forces in the supports of the Device corresponding to the above-determined floor load capacity of the installation site. In the event that any technical solution will be necessary to ensure this condition (e.g. by supporting the Device, load distribution

elements, grate or load distribution frame), the supplier shall propose such a solution, including its technical specification, and include it in its tender.

Part 2

Quantity of consumables for commissioning and verification of the quality and serviceability of the Device

item	Minimal amount for testing
Al plate 1060 x 795mm, thickness 0,3mm for KBA B1	100
Al plate 743 x 557mm, thickness 0,3mm for KBA B2	100
Al plate 510 x 400mm, thickness 0,15mm for GTO	50
NYLOPRINT 760 x 648mm, thickness 0,73mm for SIMULTAN	50
NYLOPRINT 750 x 617mm, thickness 2,30mm for INTAGLIO	50
Plate for dry-waterless offset (Toray) 743 x 557mm, thickness 0,3mm pro KBA B2	50
TOTAL:	400

Consumables, relating material and servicing

The Seller undertakes to carry out ordered out of warranty service of the Device, based on the separately written Buyer's order. The date, time and method of servicing will be specified in the Buyer's order (hereinafter referred to as „servicing“).

rate per 1 (one) hour of servicing of the Device (on business days from 08:00 to 16:00) for 1 worker of the Seller in the amount of:

EUR [•] excl. VAT (mechanical engineer, instructor),
EUR [•] excl. VAT (electronic engineer),

The listed prices include all costs related to the performance of the Seller, in particular, but not exclusively the transport cost of the Seller's engineer(s), accommodation in the place of performance (for example, transport from the Seller's registered office to and from the place of performance, meals, etc.). Increased possible costs in connection with pandemic situation caused by COVID- 19 and incurred in connection with the performance of this Contract on the part of Seller, such as costs associated with the quarantine of the Seller's employees or mandatory testing, will be paid by the Buyer only if the Buyer has given prior consent to reimburse these costs and only in the amount demonstrably and purposefully spent by the Seller.

Material (Consumables, wearing spare parts and relating material)

[the Seller shall add a list of consumables, wearing spare parts and relating material (especially printing plates, films, developer, chemicals etc.), which is not covered by the warranty and which the Seller recommends and are necessary to use for operating the Device and the Seller undertakes to deliver under following conditions. The Seller shall add lines if needed.]

Name of the Item	Number of the Item (and a catalogue number if relevant)	Unit of measurement	Price per Unit	Standard delivery time	Warranty or service time
[•]	[•]	[•]	[•]	[•]	
[•]	[•]	[•]	[•]	[•]	
[•]	[•]	[•]	[•]	[•]	

(hereinafter the “**Material**”)

For Material, i.e. consumables and spare parts that are not covered by the warranty, the Seller guarantees delivery for 10 years.

The prices of Material listed above are valid for at least 12 months from the date of signature of Protocol 2, in the sense of Article VIII para 5 of this Contract.

The Seller shall notify in writing of any change in the prices of the Material after the expiry of the specified period, always stating the period of validity of the new prices.

The Seller shall notify change Material list prices notified in writing to the Buyer after expire of the specified period, the Seller shall always indicate the duration of the new prices.

Any changes of below mentioned prices that are in conflict with the above conditions are invalid without the prior consent of the Buyer.

List of documents and technical documentation

I.

No later than before the installation of the Device is completed, the Seller shall hand over to the Buyer the following:


- a) In the Czech or the English language and in 1 paper copy and in .pdf format on USB Flash disc documentation:
 - aa) operating and maintenance instructions,
 - ab) safe work rules,
- b) in the Czech or the English language
 - ba) in 1 counterpart
 - general description of the Device, including all related equipment,
 - electrical wiring diagram,
 - lubrication plan,
 - service manual for electronic devices,
 - declaration of conformity pursuant to 2006/42/EC and the CE mark,
 - list of technical standards, harmonized standards and IEC and CEE standards relevant to the Device,
 - risk analysis (description of the accepted methods of removing or reducing the hazards posed by the mechanical equipment)
 - a list of all consumables for the operation of the Device, including recommended suppliers of the consumables and their prices.

II.

1. The Seller agrees to provide inspection bodies of both Contracting Parties with the required technical documentation pertaining to the Device and describing the method used to assess conformity, including all source documents in the scope defined by the applicable technical rules of both Parties.
2. The Seller acknowledges that the Device manufacturer is obligated to keep technical documentation on its premises for 10 years after the manufacturing or sale of the Device production was discontinued (this period of time may be specified differently).

Time Schedule

Period	Activity:	Note:
within 18 weeks of effective date of Contract	Supply of the Device	Article IV, para 1
within 10 working days from the Device delivery	Removal, installation and commissioning of the Device, including supply of the necessary documents and technical documentation according to the Contract	Article IV, para 1
within 20 weeks of effective date of Contract	Protocol No. 1 signing and start the 60 calendar days trial operation period	Article IV, para 1
after 60 calendar days trial operation period	signing Protocol No. 2; beginning of the warranty period	Article VIII para 2

		<h1 style="text-align: center;">LIST OPRAVY</h1> <h2 style="text-align: center;">MAINTENANCE FORM</h2>  <p style="text-align: center;">STÁTNÍ TISKÁRNA CENIN, státní podnik Výrobní závod I Praha 1, Růžová 6, čp. 943, PSČ 110 00 Tel. : +420/236 031 222</p>	
Záruční oprava / Guarantee conditions: * ANO / YES NE / NO		Číslo opravy Intervention N°:	
Požadavek přijal / The call received by:			
Šedou plochu vyplní STC / Grey areas are to be filled by STC Oprava objednána dne, čas / Date and time of intervention order :			
Jméno objednatele / Name of customer representative:		operátor stroje:	
Zařízení / Equipment: CToP, typ			
Výrobní číslo / Serial number:		STOP stroje: * ANO / YES NE / NO	
Popis závady: / Failure description:			
Diagnostika problému: / Diagnostic:			
Jméno technika: / Technician's name:			
Průběh opravy: / Repair description:			
Oprava dokončena / Problem solved: * ANO / YES		NE / NO	
Datum - čas objednání opravy / Intervention order date - time:			
Datum - čas začátku opravy / Intervention beginning date - time :			
Datum - čas ukončení opravy / Intervention end date - time :			
Použitý materiál při opravě / Spare used: * ANO / YES		NE / NO	
Reference	Popis / Designation	Počet / Quantity	
		ZÁKAZNÍK / CLIENT STÁTNÍ TISKÁRNA CENIN, státní podnik	

Jméno / Name : Podpis/ Signature :	Výrobní závod I Jméno / Name : Podpis / Signature :
---	--

* nehodící se škrtněte

Annex No. 6 to the Contract No.
Template of Protocol No. 1

**Computer to High-Security Plate/Film and relating Plate
Processor for Offset Plates (Direct thermal plate exposure system
for dry and wet offset plates as well as ablative films
(hereinafter as "Device")**

Model:
Serial No.:
Device meter:

Buyer: STÁTNÍ TISKÁRNA CENIN, státní podnik
Prague 1, Růžová 6, No. 943, Postcode 110 00, Czech Republic

The Buyer:

- a) hereby confirms the acceptance, installation and commissioning of the Device and the acceptance of all necessary documents and technical documentation;
- b) confirms the completion of the operator training;
- c) confirms that as part of the test operations conducted on the Device the final acceptance test was successfully completed and that no defects or deviations were recorded. The Device complies with the requirements and technical parameters specified by the Buyer under the Contract.

The 60 calendar days trial operation period commences on the date of signature of this Protocol.

NOTES:

Given in Prague, date

On behalf of the Buyer:

On behalf of the Seller:

STÁTNÍ TISKÁRNA CENIN, státní podnik



Template of Protocol No. 2

Computer to High-Security Plate/Film and relating Plate Processor for Offset Plates (Direct thermal plate exposure system for dry and wet offset plates as well as ablative films (hereinafter as "Device")

Model:

Serial No.:

Device meter:

Buyer: STÁTNÍ TISKÁRNA CENIN, státní podnik
Prague 1, Růžová 6, No. 943, Postcode 110 00, Czech Republic

The Buyer:

- a) hereby confirms the completion of the 60 calendar days trial operation period of the Device;
- b) hereby confirms that no defects or deviations were recorded during the trial run of the Device.
The Device complies with the Buyer's requirements and technical parameters specified under the Contract and in the Seller's tender.

The warranty period for the Device in the length of 60 months commences on the date of signature of this Protocol.

NOTES:

Given in Prague, date.....

On behalf of the Buyer:

On behalf of the Seller:

STÁTNÍ TISKÁRNA CENIN, státní podnik



TENDER COVER SHEET			
Open above-threshold procedure pursuant to Section 56 of Act No. 134/2016 Coll., on public procurement, as amended			
Title:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">Computer to High-Security Plate/Film and relating Plate Processor for Wet Offset Plates</td> </tr> <tr> <td style="text-align: center; padding: 5px;">Osvitová jednotka a vyvolávací automat</td> </tr> </table>	Computer to High-Security Plate/Film and relating Plate Processor for Wet Offset Plates	Osvitová jednotka a vyvolávací automat
Computer to High-Security Plate/Film and relating Plate Processor for Wet Offset Plates			
Osvitová jednotka a vyvolávací automat			
Key identification data			
Contracting authority			
Name:	STÁTNÍ TISKÁRNA CENIN, státní podnik		
Registered office:	Prague 1, Růžová 6, No. 943, Postcode 110 00		
Company Reg. No.:	00001279		
Person competent to act on behalf of the contracting authority:	Tomáš Hebelka, MSc, Chief Executive Officer		
Contact person:	Monika Řeháčková		
E-mail:	rehackova.monika@stc.cz		
Tenderer			
Name:		
Registered office:		
Correspondence address:		
Company Reg. No. Tax Reg. No.:		
Tel.:		
E-mail:		
Person competent to act on behalf of the tenderer:		
Contact person:		
Tel.:		

E-mail:
Small or medium-sized enterprise	YES / NO

AFFIDAVIT ON COMPLIANCE WITH BASIC AND PROFESSIONAL CAPACITY

Public Contract Name:

Computer to High-Security Plate/Film and relating Plate Processor for Wet Offset Plates

Osvitová jednotka a vyvolávací automat

Name of Participant (incl. legal form):		
Registered office:		
Reg. No.:		

1) BASIC CAPACITY

As a person authorized to act in the name of or for the above participant, hereby declare on my honour that the above mentioned participant meets the basic capacity requirement within the meaning of Section 74 (1) of Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the “Act”), since the participant:

- a) during the period of 5 years before the date of submission of the tender was not conclusively convicted of the criminal offence referred to under Annex 3 to the Act or a similar criminal offence under the legal system in the country of the registered office of the contractor; any effaced convictions are disregarded; where the contractor is a legal entity, the requirement is met by both the legal entity and each member of the statutory body. Where a member of the statutory body of the contractor is a legal entity, then the legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the contractor, comply with this requirement.
Where the tender is being submitted by a branch of a foreign legal entity, then the legal entity and the manager of the branch of the foreign legal entity also complies with this requirement.
If the tender is being submitted by a branch of a Czech legal entity, then in addition to the aforementioned statutory bodies, the manager of the Czech branch also complies with this requirement.
- b) does not have payable tax arrears in the Czech Republic or in the country of participant’s registered office, including the excise duty,
- c) does not have payable arrears on insurance premiums or public health insurance penalties in the Czech Republic or in the country of participant’s registered office,
- d) does not have payable arrears on premium or on penalties relating to social security contributions and contributions to the state employment policy in the Czech Republic or in the country of participant’s registered office,
- e) is not in liquidation and a bankruptcy order has not been issued against the participant, the participant has not been subjected to forced administration under another legal regulation, and the participant is not in an equivalent position as per the legal system of the country of participant’s registered office.

2) PROFESSIONAL CAPACITY

As a person authorized to act in the name or for the above-mentioned participant, I hereby declare in the affirmative that the above-mentioned participant in the public contract in question fulfils the professional capacity within the meaning of Section 77 (1) of the Act.

LIST OF MAJOR SUPPLIES

Public Contract Name:

Computer to High-Security Plate/Film and relating Plate Processor for Wet Offset Plates
Osvitová jednotka a vyvolávací automat

Name of Participant (incl. legal form):		
Registered office:		
Reg. No.:		

In accordance with the contracting authority's requirement stated in the Tender Documentation, I shall list the significant deliveries provided in the last 3 years prior to the commencement of the tender procedure, incl. indication of the price and time of their provision and identification of the customer:

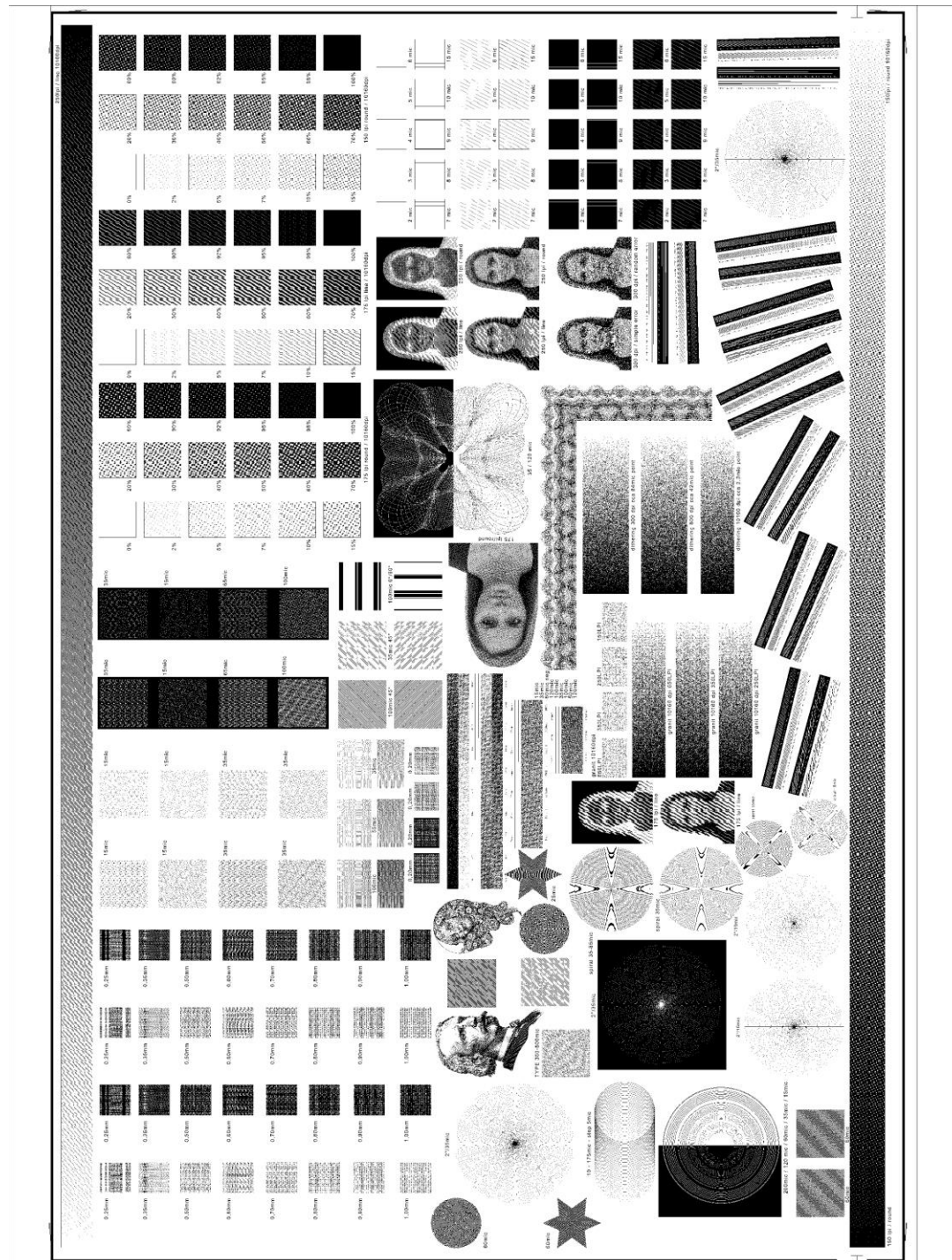
Name of the contractor who provided the performance (could be the Participant or a Subcontractor):	
Name of the client the contract was performed for:	
Period of performance (in details of months):	
Scope of performance (subject):	
Financial volume (sum) for the performance:	
Contact person for verification purposes (name, telephone and e-mail for information verification):	

Note: The participant will use the table as many times as necessary.

Testing of Samples: Quality Test within the Requirements of Technical Qualification (Article 9.4.2 of Tender Documentation)

Data for test in 1.050 x 795 mm format in high resolution quality (10,160 dpi and 12,800 dpi) for security printing are annexes No. 3d and 3e of the Tender Documentation.

Theme:



Used materials:

To assess the fulfilment of a given qualification, the participant shall supply reproductions from the handed over data according to the resolution of the device it offers (i.e. the participant uses only one data file) on:

- offset printing plates in the number of at least two pieces produced in a row;
- films (we accept the LADF or DITR type) in the number of at least two pieces produced in a row;
- used materials must be available in the EU;

At the same time, the participant will provide information about the used materials:

- Material manufacturer;
- Type designation;
- Product number or other detailed data;

Specifications of measuring equipment:

The measurement will be carried out under normal conditions and using available means such as PLANISTAR light frame, PEAK 50x magnification hand microscope, large Nikon table microscope + measuring SW LUCIA, or Mathemat measuring table, lithographic 10x magnification magnifying glass, XRITE 341 densitometer and film microscale ruler.

Description and parameters of the measured elements, i.e. the minimum level of parameters to be met on the basis of the samples submitted

Outer lines horizontal and vertical around the assembly circumference	30 µ
Corner of guilloche frame with contour line	15 µ
Positive font area Myriad Regular 0.25 mm height (shank)	40 µ
Negative font area Myriad Regular 0.25 mm height (shank)	40 µ
Positive area with hidden "m"	
- negative line "m"	85 µ
- positive line "m"	80 µ
- positive background line	160 µ
- negative background line	195 µ
Positive area with relief "m"	60 µ
Portrait Mánes detail of the thinnest line (a collar)	20 µ
Myriad Regular positive font area 0.2 mm height (shank)	26 µ
Negative font area Myriad Regular 0.2 mm height (shank)	26 µ
Spiral of the same thickness	35 µ
Concentric circles	25 µ
Concentric circles divided into positive and negative surfaces, thinnest line	15 µ
Crossing circles from thin to thick, thinnest line	10 µ
Negative rosette area lines 10160 dpi and 12800 dpi, (2°)	35 µ)
Positive rosette area of lines 10160 dpi and 12800 dpi, (2°)	35 µ)
Areas of positive guilloche raster	15 µ
Areas of negative guilloche raster	15 µ

Measured parameters and tolerances:

1. Dimensional conformity with original data (line width, point size and fonts)
Maximum tolerance $\pm 20 \mu$
2. Repeatability - dimensional conformity of two products produced in a row
Maximum tolerance $\pm 10 \mu$
3. The contracting authority reserves the right to carry out additional measurements or to repeat the test.

LIST OF SUBCONTRACTORS

Public Contract Name:

Computer to High-Security Plate/Film and relating Plate Processor for Wet Offset Plates
Osvitová jednotka a vyvolávací automat

Name of Participant (incl. legal form):		
Registered office:		
Reg. No.:		

(hereinafter “the Participant”)

1) As required by the contracting authority in the Tender Documentation, please find enclosed below a list of subcontractors we will use when performing the subject of the contract.

A)

Subcontractor

with their registered office at:

represented by:

Reg. No.:

Type and scope of services to be provided by the subcontractor:

Percentage of the total cost of the performance to be realised by the subcontractor:

B)

Subcontractor

with their registered office at:

represented by:

Reg. No.:

Type and scope of services to be provided by the subcontractor:

Percentage of the total cost of the performance to be realised by the subcontractor:

2) As a tenderer under the aforementioned procurement procedure, we hereby solemnly declare that we do not intend to assign any part of the public contract to any subcontractor.²

² In the event that the tenderer does not intend to assign any part of the contract to any subcontractor, the list of subcontractors according to item 1) shall not be filled in.

Model example of Material

Contractor shall fill in all yellow parts with non-zero prices, with a precision of two decimal places.

	Unit of measurement	Price per unit of measurement in EUR excl. VAT
Price of the Material (according to the definition stated in the Draft Contract) per <u>1 year</u> under the condition that <u>the Contracting Authority processes the amount of 1000 m2 of printing plates per year</u>	1 complet	
Total Price of five-year cost in EUR excl. VAT		- €



Annex 6a -
Installation Site Dra



Annex 6a -
Installation Site Dra

CTP transport way description

- 1) The truck will drive and park in front of our STC premises (address: Růžová 6/943, 11000 Praha 1)
- 2) Machine and relating pallets will be unloaded from the truck by STC forklift (lifting capacity max.2,5 tons, higher lifting capacity on demand)
- 3) Machine and relating pallets will be moved by STC forklift to the premises. There is a space for unpacking and removing the pallets from the machine.
- 4) Afterwards the machines will be moved to the ramp and inside the lift
Lift dimensions:

width:	1340 mm
height:	2200 mm
depth:	2800 mm
loading capacity:	2800 kg
- 5) From the lift, we continue directly to the place of installation through the safe's door (the door is the narrowest and critical place on the transport way)
Safe's door dimensions:

width:	1320 mm
height:	2100 mm
- 6) Then we follow to the place of installation – room No. 339 and relating drawing

Maximum dimension of the machine or pallet must not exceed following sizes:

Width: 1300 mm
Length: 2800 mm
Height: 1900 mm

You can see some pictures of the lift and safe's door enclosed

















MANUAL FOR OBTAINING DOCUMENTS REGARDING BASIC CAPACITY

The selected supplier (i.e. the winner of the tender procedure) shall submit before the contract conclusion qualification documents either issued as electronic originals, or they have to be converted from paper originals to electronic originals by a state authority, i.e. no scanned copies are unfortunately allowed.

Regarding the basic capacity the following documents shall be submit before the contract conclusion.

Please note that the Contracting Authority does not bare any responsibility if there is a trouble or complication within the process of applying for these documents based on the given forms. the following options are not the only wfactays, but there are mostly used and verified.

Other useful sources of information are at the following websites:

<https://ec.europa.eu/tools/ecertis/#/search> (for all suppliers)

http://www.isvz.cz/ISVZ/SKD/ISVZ_SKD_text.aspx (Seznam kvalifikovaných dodavatelů, for Czech suppliers)

(1) Criminal Registers/Clearance

In accordance with Sec. 75(1) (a) of the Act³: an entry in the Criminal Records in respect of Section 74 (1) a),”

a) of legal entity and

b) each and every member of the governing body of this legal person.

in relation to the country of its registered office.

Since the Contracting Authority is familiarized with the Czech legal system and environment, please find below the instructions how to get the documents in relation to the Czech Republic:

Mostly common and comfortable option are the so called [Czech Points](#). Upon a personal attendance with prepared ID and so called Czech birth number (“rodné číslo”) the Czech Points shall issue the clearance for the natural persons whereas it is possible to ask for the electronic as well as the paper version of the clearance. Note that administrative fee of 100 CZK shall be paid.

https://www.czechpoint.cz/public/accord_posts/vypis-z-rejstriku-trestu/

Regarding the clearance of the legal entity anybody may ask for the clearance at the Czech Points. No identification of the applicant is required.

³ Please find the English version of the Act under this link: https://portal-vz.cz/wp-content/uploads/2019/06/Zakon-c-134_2016-Sb-o-zadavani-verejnych-zakazek-EN.pdf . Please note that unfortunately it is not the final version of the Act, which has been amended afterwards.

Note that administrative fee of at least 100 CZK shall be paid.

https://www.czechpoint.cz/public/accord_posts/vypis-z-rejstriku-trestu-pravnicke-osoby/

(2) Tax and Social Confirmations

In accordance with Sec. 75 (1) (b) of the Act: “b) a confirmation from a relevant tax office in respect of Section 74 (1) b), which proves that the supplier has not any outstanding tax arrears registered in tax records.”

+

In accordance with Sec. 75 (1) (d) of the Act: “d) a confirmation from a relevant district social security administration in respect of Section 74 (1) d), which proves that the supplier has not any outstanding arrears in respect of payments and penalties of social security contributions and contribution to the national employment policy.”

Both of these requirements/documents shall be proved:

- (1) in relation **to the Czech Republic** and
- (2) in relation **to the country of its registered office.**

Since the Contracting Authority is familiarized with the Czech legal system and environment, please find below the instructions how to get the documents in relation to the Czech Republic:

The selected Contractor regardless the country it is seating or running their businesses shall demonstrate compliance with this part of the required basic capacity in relation to the Czech Republic.

The Contracting Authority recommends contacting the authorities stated bellow to get mentioned documents and the Contracting Authority took the opportunity to prepare usable versions of required applications that need to be submitted, **which are attached to hereto.**

The Czech authorities accept only applications drafted in Czech language, so only Czech versions of the forms shall be filled, attached with a copy of commercial register extract (and an original of power of attorney if needed) and sent to the appropriate addresses via post. Email is not allowed.

The English versions of forms shall be considered only as a literal translation for foreign suppliers to know what they are filling out.

At the same time the Contracting Authority informs suppliers that the option to let a certification send to the Contracting Authority is mainly dedicated for suppliers that do not have their data boxes. If you have a data box, please let the certificate send to your data box and then submit it as a part of your bid, they will have the quality of electronic original.

In case of suppliers who used this option and let the authorities send the given documents to the data box of the Contracting Authority, the Contracting Authority provides the obtained confirmations to the supplier and the supplier may use them as a part of the bid, respectively submit them upon the request before the contract conclusion.

Contact address of Czech authorities for foreigner suppliers:

Finanční úřad pro Prahu 1 (Tax Authority for Prague 1)

Address: Štěpánská 28, 112 33 Praha 1

[Územní pracoviště pro Prahu 1 | Finanční úřady | Orgány finanční správy | Finanční správa | Finanční správa \(financnisprava.cz\)](#)

Phone: +420 224 041 157, Mrs. Pokorna,

Email: dagmar.pokorna@fs.mfcr.cz

Note that administrative fee of 100 CZK shall be paid.

In accordance with the Czech legal system it may take up to 30 days the certificate to be issued.

Pražská správa sociálního zabezpečení, územní pracoviště pro Prahu 8

(Prague Social Security Office, local office Prague 8),

Address: Trojská 1997/13a, 182 00 Praha 8,

<http://www.cssz.cz/cz/kontakty/krajska-a-okresni-pracoviste/praha/prazska-sprava-socialniho-zabezpeceni.htm>,

Phone: +420 283 104 543, Mrs Klotzová

Email: jitka.klotzova@cssz.cz

No fee shall be paid.

In accordance with the Czech legal system it may take up to 30 days the certificate to be issued.

Contact address of Czech authorities for domestic suppliers:

In the case of domestic suppliers, please, send your application to locally competent Tax Authorities and Social Security Office.

(3) Commercial Register

In accordance with Sec. 75(1) (f) of the Act: “a copy of an entry in the Commercial Register, or a written affirmation in the event that the economic operator is not incorporated in the Commercial Register, in respect of Section 74 (1) e), which proves that the supplier is not in liquidation, has been declared insolvent, in respect of whom the receivership has been imposed under another legal regulation or it is in a similar situation pursuant to the law of the country of its registered office

Since the Contracting Authority is familiarized with the Czech legal system and environment, please find below the instructions how to get the documents in relation to the Czech Republic.

Mostly common and comfortable option is to download the excerpt from the website <https://or.justice.cz/ias/ui/rejstrik>, whereas from this website companies enlisted in the Czech commercial register may download the electronic version, which has a value of the electronic original. No fee shall be paid.

Annexes:

Annex 1a – Form financial_CZE

Annex 1b – Form financial_ENG

Annex 2a – Form social_CZE

Annex 2b – Form social_ENG

ANNEX 1a (Form_financial_CZE)

Finanční úřad pro hlavní město Prahu
Územní pracoviště pro Prahu 1
Štěpánská 619/28
112 33 Praha 1
Česká republika

[nebo jiný místně příslušný finanční úřad]

V _____ dne _____

Žádost o vydání potvrzení o neexistenci daňových nedoplatků

Žádáme tímto o vystavení potvrzení o neexistenci splatných daňových nedoplatků pro společnost pro společnost [“název společnosti, sídlo a IČO“], a to z důvodu prokázání základní způsobilosti dle ustanovení § 74 odst. 1 písm. b) zákona č. 134/2016 Sb., o zadávání veřejných zakázek, ve znění pozdějších předpisů, ve veřejné zakázce [Název veřejné zakázky] zadavatele **STÁTNÍ TISKÁRNA CENIN, státní podnik**, se sídlem Praha 1, Růžová 6, čp. 943, PSČ 110 00, Česká republika, IČO: 00001279 (dále jen „zadavatel“).

Potvrzení o neexistenci daňových nedoplatků prosím zašlete do datové schránky: [“Vyplňte svoji datovou schránku“] / zadavatele [„pokud ji nemáte, vyplňte tuto: „hqe39ah““].

V případě, že je třeba zaplatit správní poplatek, prosím o zaslání platebních údajů na níže uvedené kontakty.

V případě komplikací s touto žádostí nás, prosím, kontaktujte zde:

Email: _____
Telefon: _____

Přílohy:

- Výpis z obchodního rejstříku (kopie)
- Plná moc (originál)

“Signature”

“Jméno a funkce osoby oprávněné jednat
jménem společnosti”
“Název společnosti”

ANNEX 1b (Form_financial_ENG)

Tax Authority for Prague 1
Local Office Prague 1
Štěpánská 619/28
112 33 Prague 1
Czech Republic

[or different locally competent Tax Authority Office]

In _____ date _____

Application for a certificate of non-existence of tax arrears

We hereby request for a certificate of non-existence of tax arrears for the company [“name, seat and ID number of your company”], in order to prove basic capacity under the provisions of § 74 paragraph 1 (b) of Act No. 134/2016 Coll., on public procurement, as amended, in the public contract [“fill name of the public contract”] of the contracting authority **STÁTNÍ TISKÁRNA CENIN, státní podnik**, registered office in Prague 1, Růžová 6, No. 943, Postcode 110 00, Czech Republic, ID number: 00001279 (hereinafter referred to as the “**Contracting Authority**”).

Please send a certificate of the non-existence of tax arrears, to the data box: [“fill your data box”] / of the Contracting Authority [“in case you don’t have it, fill this: **hqe39ah**”].

If an administrative fee is required to be paid, please provide us with payment details on the contacts stated below.

In case of any troubles with this application please contact us here:

Email: _____

Phone : _____

Annexes:

- Commercial register extract (copy)
- Power of attorney (original)

“Signature”

“Name and position of person authorized to
act on behalf of the company”
“Name of your company”

ANNEX 2a (Form_social_CZE)

PRAŽSKÁ SPRÁVA SOCIÁLNÍHO ZABEZPEČENÍ
Územní pracoviště pro Prahu 8
Trojská 1997/13a
182 00 Praha 8
Česká republika

[nebo jiná místně příslušná okresní správa sociální zabezpečení]

V _____ dne _____

Žádost o vystavení potvrzení o bezdlužnosti

Žádáme tímto o vystavení potvrzení o bezdlužnosti pro společnost [“název společnosti, sídlo a IČO“], a to z důvodu prokázání splnění základní způsobilosti dle ustanovení § 74 odst. 1 písm. d) zákona č. 134/2016 Sb., o zadávání veřejných zakázek, ve znění pozdějších předpisů, ve veřejné zakázce [“Název veřejné zakázky“] zadavatele **STÁTNÍ TISKÁRNA CENIN, státní podnik**, se sídlem Praha 1, Růžová 6, čp. 943, PSČ 110 00, Česká republika, IČO: 00001279 (dále jen „zadavatel“).

Potvrzení o bezdlužnosti prosím zašlete do datové schránky: [“Vyplňte svoji datovou schránku“] / zadavatele [„pokud ji nemáte, vyplňte tuto: „hqe39ah““].

V případě komplikací s touto žádostí nás, prosím, kontaktujte zde:

Email: _____

Telefon: _____

Přílohy:

- Výpis z obchodního rejstříku (kopie)
- Plná moc (originál)

“Signature”

“Jméno a funkce osoby oprávněné jednat
jménem společnosti”
“Název společnosti”

ANNEX 2b (Form_social_ENG)

Prague Social Security Office, local office Prague 8
Územní pracoviště pro Prahu 8
Trojská 1997/13a
182 00 Praha 8
Czech Republic

[or different locally competent Social Security Office]

In _____ date _____

Application for a certificate of indebtedness

We hereby request a certificate of non-indebtedness to the company ["name, seat and ID number of your company"], registered office Avenue du Gray, 55, CH-1018 Lausanne, Switzerland, ID number: H970 / 00998, in order to prove basic capacity under the provisions of § 74 paragraph 1 (d) of Act No. 134/2016 Coll., on public procurement, as amended, in the public contract ["fill name of the public contract"] of the contracting authority **STÁTNÍ TISKÁRNA CENIN, státní podnik**, registered office in Prague 1, Růžová 6, No. 943, Postcode 110 00, Czech Republic, ID number: 00001279 (hereinafter referred to as the "Contracting Authority").

Please send a certificate of the non-indebtedness to the data box: ["fill your data box"] / of the Contracting Authority ["in case you don't have it, fill this: hqe39ah"].

In case of any troubles with this application please contact us here:

Email: _____
Phone : _____

Annexes:

- Commercial register extract (copy)
- Power of attorney (original)

"Signature"

**"Name and position of person authorized to
act on behalf of the company"**

"Name of your company"