

STÁTNÍ TISKÁRNA CENIN, státní podnik  
Prague 1, Růžová 6, House 943, Postal Code 110 00, Czech Republic  
Represented by: Tomáš Hebelka, MSc, CEO  
(hereinafter referred to as „Contracting Authority“)

In Prague, dated as *per the electronic signature*

## EXPLANATION OF TENDER DOCUMENTATION - VI.

The Contracting Authority of the over-threshold public contract

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

#### **“Osvitová jednotka a vyvolávací automat”**

being awarded in an open procedure pursuant to Act No. 134/2016 Coll., On Public Procurement<sup>1</sup>, as amended (hereinafter referred to as “Act”), hereby explains and supplements the tender documentation in accordance with Sec. 98 of the Act.

#### **Question No. 1**

As we see today, the tender submission date has been moved to 08.06.2021. instead of previous 31.05.2021.

#### **Answer to the question No. 1.:**

The Contracting Authority confirms that the current deadline for submission of tenders is 08.06.2021, 09:00.

#### **Question No. 2.**

It is not perfectly clear for us, shall we offer for full automatic loading and unloading process workflow with online punch and post process?

#### **Answer to the question No. 2.:**

For offset printing plates (wet and dry) the Contracting Authority requires the automatic loading and unloading process with punching. For development is the automatic loading required only for wet printing plates, the dry printing plates will be manually removed from the line and inserted into the current dry development equipment. The Contracting Authority states, that in the document “Explanation of Tender Documentation is the graphical summary of requirements for better understanding requirements of the Contracting Authority.

---

<sup>1</sup> 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](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.

**Question No. 3.**

Regarding the sample plate(s), you have uploaded digital file for: shall we bake the sample plates? Shall we deliver them also by the date of tender submission? (08.06.2021?)

**Answer to the question No. 3.:**

The Contracting Authority does not require to bake the qualification samples. The samples will be used only for quality control according to the requirements of the Contracting Authority, not for the real printing. The Contracting Authority confirms that the participants should submit the qualification samples together with the tender by 08. 06. 2021, 09:00.

**Question No. 4. (Regarding the Draft Contract):****Question No. 4 a)**

**Article IV.1.** says: “ The Seller shall supply and move in the Device within 18 weeks from the effective date of the Contract “ – could that be changed to “ The Seller shall supply and move in the Device within 18 weeks from the first instalment “?

**Answer to the question No. 4 a):**

The Contracting Authority states, that the conditions and wording specified in the Draft Contract will not be changed.

**Question No. 4 b)**

**Article IX.2.** says: “The warranty period for the Device quality is 60 months from the date of signing Protocol” – could that be changed to: “The warranty period for the Device quality is 12 months from the date of signing Protocol, and Seller should provide additional 48 months of maintenance on the contractual price”?

**Answer to the question No. 4 b):**

The Contracting Authority states, that the conditions and wording specified in the Draft Contract will not be changed.

**Question No. 4 c)**

**Article IX.7.** says: “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.” – this is not in harmony with our practices.

**Answer to the question No. 4 c):**

The Contracting Authority considered the question and concluded, that the conditions and wording specified in the Draft Contract will not be changed.

**Question No. 4 d)**

**Article IX.8.** says: “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” – could we add: „upon accepted by Seller and/or Subcontractor”?

**Answer to the question No. 4 d):**

The Contracting Authority considered the question and concluded, that the conditions and wording specified in the Draft Contract will not be changed.

**Question No. 4 e)**

**Article X:** under the current circumstances, we would like to add a „Covid 19-based clause, considering it as a force majeure. If you would accept this theoretically, we would be glad to provide the wording.

**Answer to the question No. 4 e):**

The Contracting Authority considered the question and concluded, that “the Covid 19 – based clause” will not be added to the Draft Contract according to the supplier’s request.

**Question No. 4 f)**

**Article XI.1.** says: „third party” – would this mean our Subcontractor? If yes, we can certainly do that, if anyone else, we feel, it would be very difficult.

**Answer to the question No. 4 f):**

The term “third party” means for example a subcontractor, but also any other person, who causes damage in the performance of the contract, for which is responsible the Contractor.

---

The Contracting Authority does not consider this explanation as alteration whose nature would demand extension of the time limit for the tender submission in accordance with Sec. 99 (2) of the Act, since the Contracting Authority does not alter the tender conditions.

Kind regards,

---

Mgr. Zuzana Šenoldová  
Head of Public Procurement  
for the contracting authority  
STÁTNÍ TISKÁRNA CENIN, státní podnik